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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

October 9, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a contract with Banks Chevrolet-Cadillac, Inc. (VC #177181-B002), 137 Manchester Street, Concord, NH in an amount not to exceed \$40,903.60 for the painting of approximately twenty (20) State Police SUVs. Effective upon Governor and Council approval through June 30, 2015. Funding source: 100% Highway.


Funds are available in the SFY 2014 operating budget and contingent upon the availability and continued appropriations in SFY2015 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234015-40030000	Dept of Safety – Division of State Police –Traffic Bureau	<u>SFY 2014</u>	<u>SFY 2015</u>
030-500311	Equipment New Replacement – Equipment – General (New)	\$ 8,180.72	\$ 8,180.72
02-23-23-234015-23050000	Dept. of Safety – Division of State Police – Commercial Enforcement		
030-500311	Equipment New Replacement – Equipment – General (New)	\$10,225.90	\$ 6,135.54
02-23-23-234015-40100000	Dept of Safety – Division of State Police – Enforcement		
030-500311	Equipment New Replacement – Equipment – General (New)	\$ 6,135.54	\$ 2,045.18
TOTAL		<u>\$24,542.16</u>	<u>\$16,361.44</u>

Explanation

State Police purchased new SUVs to replace SUVs that have been surplused. The new SUVs will need to be painted in the State Police colors prior to being assigned to troopers. Ads were placed in the Concord Monitor August 23, 25 and 26; in the Manchester Union Leader August 21, 22 and 23, 2013; and on the Administrative Services website. One proposal was received from Banks Chevrolet-Cadillac, Inc. Based upon the aforementioned, they were selected as the low bidder.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

ATTACHMENT 1

Program Name State Police SUV painting fiscal years 2014-15

RFP Score Summary

RFP CRITERIA	Max Pts	Banks Chevrolet-Cadillac, Inc.
Org Capacity	30	30.0
Plan of Operation	30	30.0
Budget & Justification	35	35.0
Format	5	5.0
Total Average Pts	100	100
PRICE OFFER (LABOR)		\$2,045.18

Definitions of Scoring Criteria:

Org Capacity: The organization's services relate to the program's goal and demonstrates specific experience and knowledge of the New Hampshire Department of Safety painting of New Hampshire State Police SUVs.

Plan of Operation: Proposal is programmatically relevant to the specifications for painting of New Hampshire State Police SUVs.

Budget & Justification: The Price Offer is appropriate in relation to the proposed activities; is reasonable, detailed and consistent with the intended use of funds.

Format: The proposal adheres to the formatting instructions and directions set forth in the RFP. Submits the required Certificates, Resolutions, and Warranty Documentation.

TOTAL BUDGET AWARDED	\$40,903.60	0
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Scoring Committee

William Haynes, Captain, NH State Police-DOS

24 years in the military with expertise in contracts/RFPs in foreign military sales. 10+ years in law enforcement with 8 years experience with State contracts/RFPs.

Jeanette Patten, Purchasing Assistant, NH State Police-DOS

12+ years experience with State contracts/RFPs

Attachment 1

State Police SUV painting bid

RFB Safety 2014-02

RFB Criteria	BID #1		WH	JP	Avg.
	Max Pts				
Org Capacity	30		30	30	30.0
Plan of Operation	30		30	30	30.0
Budget & Justification	35		35	35	35.0
Format	5		5	5	5.0
Total Pts	100		100	100	100.00

Reviewers:

William Haynes
Jeanette Patten

WH
JP

Subject: Painting of State Police SUVs FORM NUMBER P-37 (version 1/09)

AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Dept of Safety, Div of State Police</u>		1.2 State Agency Address <u>33 Hazen Dr, Concord, NH 03305</u>	
1.3 Contractor Name <u>Banks Chevrolet-Cadillac, Inc.</u>		1.4 Contractor Address <u>137 Manchester St, Concord, NH 03301</u>	
1.5 Contractor Phone Number <u>(603) 224-4055</u>	1.6 Account Number <u>Pls see Exhibit B</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>Not to exceed \$40,903.60</u>
1.9 Contracting Officer for State Agency <u>Colonel Robert L. Quinn</u>		1.10 State Agency Telephone Number <u>(603) 223-3863</u>	
1.11 Contractor Signature <u>[Signature]</u>		1.12 Name and Title of Contractor Signatory <u>Tracy J Banks President</u>	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Rockingham</u> On <u>9-16-13</u> , before the undersigned <u>Deborah S. Dwal</u> , personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>[Signature]</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Deborah Dwal</u>			
1.14 State Agency Signature <u>[Signature]</u>		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>10/15/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials TD
Date 9-16-13



8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials EB
Date 9-16-13



attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MP
Date 9-16-13



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF STATE POLICE**

EXHIBIT A

The Department of Safety, Division of State Police is contracting Banks Chevrolet-Cadillac, Inc. of Concord, NH to paint approximately twenty (20) State Police SUVs according to the below-mentioned specifications. The contract shall begin upon Governor and Council approval and end on June 30, 2015. The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

Paint Specification for the State Police SUVs:

Each SUV will have been painted black by the manufacturer and will be repainted in conformance with the color schema below. The contractor shall pickup and deliver the vehicles from the NH Department of Safety, Automotive Facility, 39 Hazen Drive, Concord, NH 03305. **The vendor shall produce one vehicle for inspection and approval by the Division of State Police before proceeding with the balance of the painting.**

Specifications:

- Possess a paint application system and painting area, which meets applicable safety and environmental requirements. The applications system must be able to produce a color and finish comparable to that of the original manufacturers finish.
- All refinishing will be base coat, clear coat consisting of a color scheme as per the following: the base coat Ivy Green shall be Dupont 4814 or equivalent and the Rose Metallic shall be Dupont 7205 or equivalent.
- All paint and clear coat products must be an approved product of the vehicle Manufacturer.
- Each vehicle must be prepped in accordance with vehicle and paint manufacturer's specification prior to painting.
- All jams will be masked between 3/16 to ¼ inch from outer edge of painted area to prevent overspray from entering jams of vehicles
- The following items will be removed and re-installed when refinishing each vehicle; grills, headlamps, tail lamps, nameplates and emblems. In addition, State Police-provided decals will be applied.

- Each vehicle shall be painted in a downdraft spray booth capable of baking the base/clear coat finish for a minimum of 30 minutes upon reaching a surface temperature of 140 degrees.

EXHIBIT B

The contractor agrees to invoice the State of New Hampshire as work is completed (\$2,045.18 per vehicle). **Invoices must list the vehicle identification (VIN) number and state assigned equipment number.** The contractor agrees not to exceed the quoted prices. The State of New Hampshire agrees to make payment to the vendor within 30 days of receipt, acceptance and approval of such invoices.

The appropriate account numbers for the P-37 form, section 1.6 are:

		<u>FY 2014</u>	<u>FY 2015</u>
02-23-23-234015-4003	Dept. of Safety – Div. of State Police – Traffic Bureau		
030-500311		\$ 8,180.72	\$ 8,180.72
Equipment New Replacement – Equipment – General (New)			
02-23-23-234015-2305	Dept of Safety – Div. of State Police – Commercial Enforcement		
030-500311		\$10,225.90	\$ 6,135.54
Equipment New Replacement – Equipment – General (New)			
02-23-23-234015-4010	Dept of Safety – Div. of State Police – Enforcement		
030-500311		\$ 6,135.54	\$ 2,045.18
Equipment New Replacement – Equipment – General (New)			

EXHIBIT C

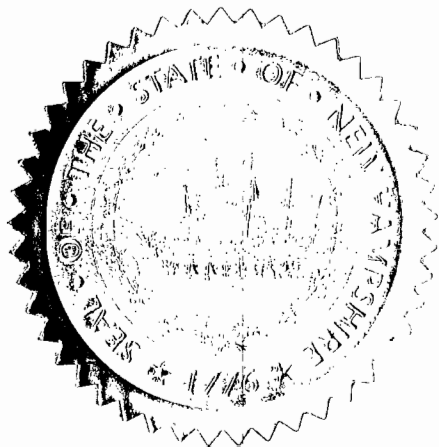
Both parties agree to amending section 14.1.1 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$1,000,000.00 each occurrence. This is deemed to be sufficient given the nature of the contract.

File: c:/SUVPaintingExhibits.doc

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BANKS CHEVROLET-CADILLAC, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 7, 1981. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of August, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State


Corporation Resolution

I, Peter F. Burger, hereby certify that I am duly elected Secretary of Banks Chevrolet-Cadillac, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors by unanimous written consent with an intended effective date of September 16, 2013.

VOTED: That Tracy Banks, President, is duly authorized to enter into contracts or agreements on behalf of Banks Chevrolet-Cadillac, Inc. with the State of New Hampshire and any of its agencies or departments during the period of April 1, 2013 to March 31, 2014, including contracts or agreements dated August 22, 2013 and September 16, 2013, and further is authorized to execute any documents which may in her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that she has full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: September 30, 2013
1068961_1

ATTEST: 

Peter F. Burger,
Secretary



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)
06/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Trish Lang	
GMAC Risk Services		PHONE (A/C, No, Ext): 856-437-2216	FAX (A/C, No): 866-955-8685
5000 Dearborn Circle		E-MAIL ADDRESS: trish.lang@ally.com	
Suite 200		INSURER(S) AFFORDING COVERAGE	
Mt. Laurel NJ 08054		INSURER A: Harco National Insurance Company	NAIC # 26433
INSURED			
Banks Chevrolet Cadillac, Inc			
137 Manchester Street			
Concord NH 03301			
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **PROD / CUSTOMER ID:** **CERTIFICATE #:** **REVISION #:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GARAGE LIABILITY <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS		CPP0006053-00	06/01/2013	06/01/2014	AUTO ONLY (Ea accident) \$ 1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ N/A
A	GARAGE KEEPERS LIABILITY <input checked="" type="checkbox"/> LEGAL LIABILITY <input type="checkbox"/> DIRECT BASIS <input type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS		CPP0006053-00	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> COMP / OTC SPECIFIED PERILS <input checked="" type="checkbox"/> COLLISION LOC LOC 1 \$ 600,000 LOC 3 \$ 400,000 LOC 1 \$ 600,000 LOC 3 \$ 400,000
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		included in garage liability			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		BU-0006053-00	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ N/A \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below Y / N N / A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of Insurance.

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire 10 Hazen Drive Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Patricia Lang

New Hampshire Automobile Dealers Association
P.O. Box 2337
Concord, NH 03302-2337
Phone: 800-852-3372

CERTIFICATE OF COVERAGE
WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

This certificate is issued to:

Banks Chevrolet-Cadillac-Buick-GMC
137 Manchester Street
PO Box 473
Concord, NH 03301

This certifies that the above business entity has Workers' Compensation Coverage required by the New Hampshire Workers' Compensation statute pursuant to the terms and conditions of the New Hampshire Automobile Dealers Association Workers' Compensation Trust Agreement and the Specific Excess Workers' Compensation and Employers' Liability policy issued to the Trust by:


Safety National Casualty Corporation
Policy Number SP 4047572

The limits of liability under this certificate for Employers' Liability coverage are \$2,000,000 per employee, per accident, per disease.

The coverage for the above entity is effective 11/1/1982 through an indefinite expiration date. The policy term for the excess coverage is 1/1/2013 through 1/1/2014. Termination of the certificate will be made by certified mail pursuant to the requirements of the New Hampshire Workers' Compensation statute and the New Hampshire Automobile Dealers Association Trust Agreement.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFESSES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED ABOVE.

N.H. AUTOMOBILE DEALERS ASSOCIATION WORKERS' COMPENSATION TRUST

By 
DIRECTOR OF WORKERS' COMPENSATION



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

October 9, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a contract with Banks Chevrolet-Cadillac, Inc. (VC #177181-B002), 137 Manchester Street, Concord, NH in an amount not to exceed \$40,903.60 for the painting of approximately twenty (20) State Police SUVs. Effective upon Governor and Council approval through June 30, 2015. Funding source: 100% Highway.

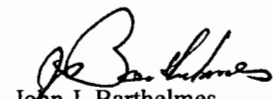
Funds are available in the SFY 2014 operating budget and contingent upon the availability and continued appropriations in SFY2015 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-234015-40030000	Dept of Safety – Division of State Police –Traffic Bureau	<u>SFY 2014</u>	<u>SFY 2015</u>
030-500311	Equipment New Replacement – Equipment – General (New)	\$ 8,180.72	\$ 8,180.72
02-23-23-234015-23050000	Dept. of Safety – Division of State Police – Commercial Enforcement		
030-500311	Equipment New Replacement – Equipment – General (New)	\$10,225.90	\$ 6,135.54
02-23-23-234015-40100000	Dept of Safety – Division of State Police – Enforcement		
030-500311	Equipment New Replacement – Equipment – General (New)	\$ 6,135.54	\$ 2,045.18
TOTAL		<u>\$24,542.16</u>	<u>\$16,361.44</u>

Explanation

State Police purchased new SUVs to replace SUVs that have been surplused. The new SUVs will need to be painted in the State Police colors prior to being assigned to troopers. Ads were placed in the Concord Monitor August 23, 25 and 26; in the Manchester Union Leader August 21, 22 and 23, 2013; and on the Administrative Services website. One proposal was received from Banks Chevrolet-Cadillac, Inc. Based upon the aforementioned, they were selected as the low bidder.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

ATTACHMENT 1

Program Name State Police SUV painting fiscal years 2014-15

RFP Score Summary

RFP CRITERIA	Max Pts	Banks Chevrolet-Cadillac, Inc.
Org Capacity	30	30.0
Plan of Operation	30	30.0
Budget & Justification	35	35.0
Format	5	5.0
Total Average Pts	100	100
PRICE OFFER (LABOR)		\$2,045.18

Definitions of Scoring Criteria:

Org Capacity: The organization's services relate to the program's goal and demonstrates specific experience and knowledge of the New Hampshire Department of Safety painting of New Hampshire State Police SUVs.

Plan of Operation: Proposal is programmatically relevant to the specifications for painting of New Hampshire State Police SUVs.

Budget & Justification: The Price Offer is appropriate in relation to the proposed activities; is reasonable, detailed and consistent with the intended use of funds.

Format: The proposal adheres to the formatting instructions and directions set forth in the RFP. Submits the required Certificates, Resolutions, and Warranty Documentation.

TOTAL BUDGET AWARDED	\$40,903.60
	0

Scoring Committee

William Haynes, Captain, NH State Police-DOS

24 years in the military with expertise in contracts/RFPs in foreign military sales. 10+ years in law enforcement with 8 years experience with State contracts/RFPs.

Jeanette Patten, Purchasing Assistant, NH State Police-DOS

12+ years experience with State contracts/RFPs

Attachment 1

State Police SUV painting bid

RFB Safety 2014-02

Banks Chevrolet-Cadillac, Inc. RFB Criteria	BID #1		WH	JP	Avg.
	Max Pts				
Org Capacity	30		30	30	30.0
Plan of Operation	30		30	30	30.0
Budget & Justification	35		35	35	35.0
Format	5		5	5	5.0
Total Pts	100		100	100	100.00

Reviewers:

William Haynes
Jeanette Patten

WH
JP

Subject: Painting of State Police SUVs FORM NUMBER P-37 (version 1/09)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Dept of Safety, Div of State Police</u>		1.2 State Agency Address <u>33 Hazen Dr, Concord, NH 03305</u>	
1.3 Contractor Name <u>Banks Chevrolet-Cadillac, Inc.</u>		1.4 Contractor Address <u>137 Manchester St, Concord, NH 03301</u>	
1.5 Contractor Phone Number <u>(603) 224-4055</u>	1.6 Account Number <u>Pls see Exhibit B</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>Not to exceed \$40,903.60</u>
1.9 Contracting Officer for State Agency <u>Colonel Robert L. Quinn</u>		1.10 State Agency Telephone Number <u>(603) 223-3863</u>	
1.11 Contractor Signature <u>[Signature]</u>		1.12 Name and Title of Contractor Signatory <u>Tracy J Banks President</u>	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Rockingham</u> On <u>9-16-13</u> , before the undersigned <u>Deborah S. Duval</u> , personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>[Signature]</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Deborah Duval</u>			
1.14 State Agency Signature <u>[Signature]</u>		1.15 Name and Title of State Agency Signatory <u></u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>10/15/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials THB
Date 9-16-83

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials FO
Date 9-16-13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MP
Date 8/16/13

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF STATE POLICE

EXHIBIT A

The Department of Safety, Division of State Police is contracting Banks Chevrolet-Cadillac, Inc. of Concord, NH to paint approximately twenty (20) State Police SUVs according to the below-mentioned specifications. The contract shall begin upon Governor and Council approval and end on June 30, 2015. The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

Paint Specification for the State Police SUVs:

Each SUV will have been painted black by the manufacturer and will be repainted in conformance with the color schema below. The contractor shall pickup and deliver the vehicles from the NH Department of Safety, Automotive Facility, 39 Hazen Drive, Concord, NH 03305. **The vendor shall produce one vehicle for inspection and approval by the Division of State Police before proceeding with the balance of the painting.**

Specifications:

- Possess a paint application system and painting area, which meets applicable safety and environmental requirements. The applications system must be able to produce a color and finish comparable to that of the original manufacturers finish.
- All refinishing will be base coat, clear coat consisting of a color scheme as per the following: the base coat Ivy Green shall be Dupont 4814 or equivalent and the Rose Metallic shall be Dupont 7205 or equivalent.
- All paint and clear coat products must be an approved product of the vehicle Manufacturer.
- Each vehicle must be prepped in accordance with vehicle and paint manufacturer's specification prior to painting.
- All jams will be masked between 3/16 to 1/4 inch from outer edge of painted area to prevent overspray from entering jams of vehicles
- The following items will be removed and re-installed when refinishing each vehicle; grills, headlamps, tail lamps, nameplates and emblems. In addition, State Police-provided decals will be applied.

- Each vehicle shall be painted in a downdraft spray booth capable of baking the base/clear coat finish for a minimum of 30 minutes upon reaching a surface temperature of 140 degrees.

EXHIBIT B

The contractor agrees to invoice the State of New Hampshire as work is completed (\$2,045.18 per vehicle). **Invoices must list the vehicle identification (VIN) number and state assigned equipment number.** The contractor agrees not to exceed the quoted prices. The State of New Hampshire agrees to make payment to the vendor within 30 days of receipt, acceptance and approval of such invoices.

The appropriate account numbers for the P-37 form, section 1.6 are:

		<u>FY 2014</u>	<u>FY 2015</u>
02-23-23-234015-4003	Dept. of Safety – Div. of State Police – Traffic Bureau		
030-500311		\$ 8,180.72	\$ 8,180.72
Equipment New Replacement – Equipment – General (New)			
02-23-23-234015-2305	Dept of Safety – Div. of State Police – Commercial Enforcement		
030-500311		\$10,225.90	\$ 6,135.54
Equipment New Replacement – Equipment – General (New)			
02-23-23-234015-4010	Dept of Safety – Div. of State Police – Enforcement		
030-500311		\$ 6,135.54	\$ 2,045.18
Equipment New Replacement – Equipment – General (New)			

EXHIBIT C

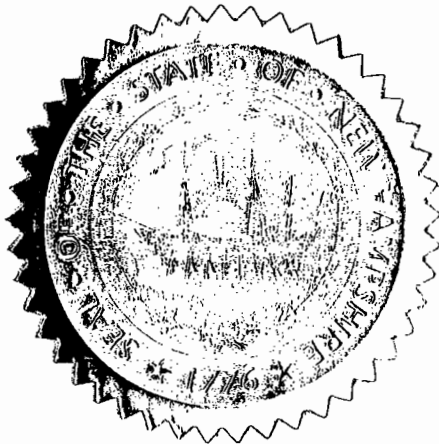
Both parties agree to amending section 14.1.1 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$1,000,000.00 each occurrence This is deemed to be sufficient given the nature of the contract.

File: c:/SUVPaintingExhibits.doc

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BANKS CHEVROLET-CADILLAC, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 7, 1981. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of August, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State


Corporation Resolution

I, Peter F. Burger, hereby certify that I am duly elected Secretary of Banks Chevrolet-Cadillac, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors by unanimous written consent with an intended effective date of September 16, 2013.

VOTED: That Tracy Banks, President, is duly authorized to enter into contracts or agreements on behalf of Banks Chevrolet-Cadillac, Inc. with the State of New Hampshire and any of its agencies or departments during the period of April 1, 2013 to March 31, 2014, including contracts or agreements dated August 22, 2013 and September 16, 2013, and further is authorized to execute any documents which may in her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that she has full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: September 30, 2013
1068961_1

ATTEST: 

Peter F. Burger,
Secretary



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)

06/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GMAC Risk Services 5000 Dearborn Circle Suite 200 Mt. Laurel NJ 08054	CONTACT NAME: Trish Lang	PHONE (A/C, No, Ext): 856-437-2216	FAX (A/C, No): 866-955-8665
	E-MAIL ADDRESS: Irish.Lang@ally.com		
INSURED Banks Chevrolet Cadillac, Inc 137 Manchester Street Concord NH 03301	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Harco National Insurance Company		26433
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES PROD / CUSTOMER ID:

CERTIFICATE #:

REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDCSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> USED IN GARAGE BUSINESS <input checked="" type="checkbox"/> HIRED AUTOS ONLY		CPP0006053-00	06/01/2013	06/01/2014	AUTO ONLY (Ea accident) \$ 1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ N/A
A	<input checked="" type="checkbox"/> GARAGE KEEPERS LIABILITY <input checked="" type="checkbox"/> LEGAL LIABILITY <input type="checkbox"/> DIRECT BASIS <input type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS		CPP0006053-00	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> COMP / OTC LOC 1 \$ 600,000 <input type="checkbox"/> SPECIFIED PERILS LOC 3 \$ 400,000 <input checked="" type="checkbox"/> COLLISION LOC 1 \$ 600,000 <input type="checkbox"/> LOC 3 \$ 400,000
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		included in garage liability			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		BU-0006053-00	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ N/A
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of insurance.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
10 Hazen Drive

Concord

NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia Lang

New Hampshire Automobile Dealers Association
P.O. Box 2337
Concord, NH 03302-2337
Phone: 800-852-3372

CERTIFICATE OF COVERAGE
WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

This certificate is issued to:

Banks Chevrolet-Cadillac-Buick-GMC
137 Manchester Street
PO Box 473
Concord, NH 03301

This certifies that the above business entity has Workers' Compensation Coverage required by the New Hampshire Workers' Compensation statute pursuant to the terms and conditions of the New Hampshire Automobile Dealers Association Workers' Compensation Trust Agreement and the Specific Excess Workers' Compensation and Employers' Liability policy issued to the Trust by:

Safety National Casualty Corporation
Policy Number SP 4047572

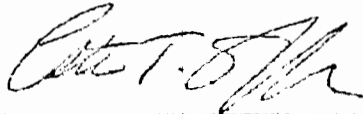
The limits of liability under this certificate for Employers' Liability coverage are \$2,000,000 per employee, per accident, per disease.

The coverage for the above entity is effective 11/1/1982 through an indefinite expiration date. The policy term for the excess coverage is 1/1/2013 through 1/1/2014. Termination of the certificate will be made by certified mail pursuant to the requirements of the New Hampshire Workers' Compensation statute and the New Hampshire Automobile Dealers Association Trust Agreement.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFESSES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED ABOVE.

N.H. AUTOMOBILE DEALERS ASSOCIATION WORKERS' COMPENSATION TRUST

By



DIRECTOR OF WORKERS' COMPENSATION

