



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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Beards

Bureau of Mechanical Services
May 10, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into a **Sole Source** service agreement with DFM Enterprises, Incorporated (Vendor #163164), North Haven, Connecticut for a fee not to exceed \$73,700.00 from Governor and Council approval through June 30, 2020 to provide repairs and scheduled maintenance to the Bureau of Mechanical Services' Under Bridge Inspection Truck. 100% Highway Funds.

Funding for Fiscal Years 2018, 2019 and 2020 is contingent upon the availability and continued appropriation of funds.

Funding is available as follows:

04-96-96-960515-3005	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>
Mechanical Services	\$17,000	\$19,700	\$37,000
024-500225 Contract Repairs; Machine Equipment			

EXPLANATION

The service agreement is necessary to maintain and repair equipment that performs inspections and repairs to the States Bridges.

This **Sole Source** service agreement request is necessary as DFM Enterprises, Inc. is the only authorized dealer in the northeast to perform inspections, repairs and periodic component service and replacement to the Department's Bridge Master under Bridge Personnel Inspection Lift.

The Department of Transportation, Bureau of Mechanical Services purchased this lift in 1987 from DFM Enterprises, Inc. Each winter the lift is taken to their shop for the annual Safety inspection. Once the inspection is completed, the Bureau is provided an explanation of repairs and estimate. Aside from inspection and repairs there is a schedule of periodic component services and

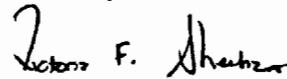
replacement. The requested service agreement is for the annual scheduled component services and replacements.

Invitation for bids was solicited on the Department of Administrative Services Procurement website. The solicitation was posted on the website from 4/11/2017 through 4/28/2017, a period of 17 calendar days. One offer was received from DFM Enterprises, Incorporated. The contract amount of \$73,700.00 which includes the Annual safety inspection fee, labor and maintenance estimated from the past contract period. DFM Enterprises, Incorporated bid of \$73,700.00 is reasonable based on previous contracts for similar work. The Department believes it to be in the best interest of the State of New Hampshire to accept this bid to accomplish the needed work

This Contract has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

The Department of Transportation respectfully requests Governor and Council approval of this contract.

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial 'V'.

Victoria F. Sheehan
Commissioner

Attachments

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION - BUREAU OF MECHANICAL SERVICES
BID RFB_DOT_2017_6 BRIDGE MASTER LIFT TRUCK INSPECTION, REPAIRS & SCHEDULED MAINTENANCE

BID DUE DATE 4/28/2017

TIME 11:00 AM

VENDOR

DFM ENTERPRISES INC.

FY18

VEHICLE BRIDGE MASTER LIFT TRUCK # 98741

UNIT COST / \$

QUANTITY /EA.

TOTAL

ANNUAL ANSI INSPECTION & CONDITION REPORT AND PERFORM					
ANNUAL INSPECTION AND CHECKS OF THE FOLLOWING ITEMS					
PRESSURE TEST RELEIF VALVES FOR PROPER SETTINGS					
HYDRAULIC HOSES AND FITTINGS					
LOOP CORD, TRACK AND HYDRAULIC HOSES & WIRES					
SAFETY BELTS AND HARNESSSES & SAFETY BELT HARNESS ANCHORS	\$2,000.00	X	1	=	\$2,000.00
STATE UNANTICIPATED EMERGENCY REPAIRS	\$15,000.00	X	1	=	\$15,000.00
	TOTAL - FY18				\$17,000.00

FY19

VEHICLE BRIDGE MASTER LIFT TRUCK # 98741

UNIT COST / \$

QUANTITY / UNITS

TOTAL

ANNUAL ANSI INSPECTION & CONDITION REPORT AND PERFORM					
ANNUAL INSPECTION AND CHECKS OF THE FOLLOWING ITEMS					
PRESSURE TEST RELEIF VALVES FOR PROPER SETTINGS					
HYDRAULIC HOSES AND FITTINGS					
LOOP CORD, TRACK AND HYDRAULIC HOSES & WIRES					
SAFETY BELTS AND HARNESSSES & SAFETY BELT HARNESS ANCHORS	\$2,000.00	X	1	=	\$2,000.00
STATE UNANTICIPATED EMERGENCY REPAIRS	\$15,000.00	X	1	=	\$15,000.00
REPLACE T1 & T2 MAIN BEARING HARDWARE	\$2,700.00	X	1	=	\$2,700.00
	TOTAL - FY19				\$19,700.00

FY20

VEHICLE BRIDGE MASTER LIFT TRUCK # 98741

UNIT COST / \$

QUANTITY / UNITS

TOTAL

ANNUAL ANSI INSPECTION & CONDITION REPORT AND PERFORM					
ANNUAL INSPECTION AND CHECKS OF THE FOLLOWING ITEMS					
PRESSURE TEST RELEIF VALVES FOR PROPER SETTINGS					
HYDRAULIC HOSES AND FITTINGS					
LOOP CORD, TRACK AND HYDRAULIC HOSES & WIRES					
SAFETY BELTS AND HARNESSSES & SAFETY BELT HARNESS ANCHORS	\$2,000.00	X	1	=	\$2,000.00
4 YEAR REPLACEMENT OF THE FOLLOWING ITEMS					
B3 FLY DRIVECHAINS AND RETAINING PINS					
ALL B3 DRIVE CHAIN MOUNTING BOLITS AND HARDWARE					
B3 DRIVE CHAIN IDLER SHEAVE BEARINGS					
B3 FLY CYLINDER & RETAINING BOLTS	\$20,000.00	X	1	=	\$20,000.00
STATE UNANTICIPATED EMERGENCY REPAIRS	\$15,000.00	X	1	=	\$15,000.00
	TOTAL - FY20				\$37,000.00

"bid totals" were utilized to evaluate low bid offers

BID BASIS - TOTAL (2018 +2019 + 2020)

\$73,700.00

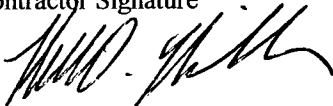
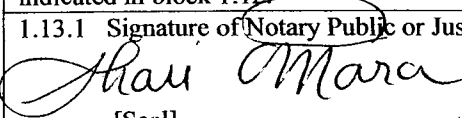
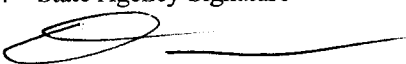
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH DOT Bureau of Mechanical Services		1.2 State Agency Address 33 Smokey Bear Blvd Concord, NH 03301	
1.3 Contractor Name DFM Enterprises. Inc		1.4 Contractor Address 385B Sackett Point Road, North haven CT. 06473	
1.5 Contractor Phone Number 203-288-9502	1.6 Account Number 04-96-96-960515-3005-024-500235 Contract repairs,machine maintenance	1.7 Completion Date 6/30/2020	1.8 Price Limitation \$73,700.00
1.9 Contracting Officer for State Agency Michael P. Walsh II		1.10 State Agency Telephone Number 603-271-1667	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert O. Hofmiller, Vice President	
1.13 Acknowledgement: State of <u>CT</u> , County of <u>New Haven</u> ss: <u>North Haven</u> On <u>5/04/17</u> , before the undersigned officer, 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  SHARI O'MARA NOTARY PUBLIC [Seal] MY COMMISSION EXPIRES JAN. 31, 2020			
1.13.2 Name and Title of Notary or Justice of the Peace Shari O'Mara			
1.14 State Agency Signature  Date: <u>5/12/17</u>		1.15 Name and Title of State Agency Signatory David Rodrigues Director of Operations	
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) (if applicable) By: <u>Dianne Martu</u> On: <u>6/5/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

EXHIBIT A

SCOPE OF SERVICES

FORMING SERVICES:

The Bidder will perform all services according to the requirements and specifications of this bid.

ANNUAL INSPECTION – COMPLIANCE STANDARDS

Annual inspections of the Bridge master Lift truck shall be in accordance with ANSI Standard, ANSI/SIA A92.2 - 2006, Or the latest revision. All inspections shall take place at the contracted bidders' place of business.

ANNUAL INSPECTION & PERIODIC WORK/REPLACEMENT SCHEDULE

Bidder shall provide the following at the time of the annual ANSI inspection segment:

Year 1 of contract (FY2018) – 7/1/2017 through 6/30/2018

- Perform Annual ANSI safety inspection of aerial & platform walkway for issuance of certificate and generate condition report.
- Perform inspection and checks of the following items:
 - Pressure text relief valves for proper settings
 - Hydraulic Hoses and fittings
 - Loop cord, track & hydraulic hoses & wires
 - Safety belts and harnesses
 - Safety belt harness anchors

Year 2 of contract (FY2019) – 7/1/2018 through 6/30/2019

- Perform Annual ANSI safety inspection of aerial & platform walkway for issuance of certificate and generate condition report
- Perform inspection and checks of the following items:
 - Pressure text relief valves for proper settings
 - Hydraulic Hoses and fittings
 - Loop cord, track & hydraulic hoses & wires
 - Safety belts and harnesses
 - Safety belt harness anchors
 -
- Perform replacement of the following items;
 - Replace T1 main bearing hardware.

Year 3 of contract 9 (FY20) – 7/1/2019 through 6/30/2020

- Perform Annual ANSI safety inspection for issuance of certificate and generate condition report
- Perform inspection and checks of the following items:
 - Pressure text relief valves for proper settings
 - Hydraulic Hoses and fittings
 - Loop cord, track & hydraulic hoses & wires
 - Safety belts and harnesses
 - Safety belt harness anchors
- Perform 4 year replacement of the following items:
 - Hydraulic fluid and clean tank
 - B3 fly drive chains & retaining pins
 - All B3 drive chain mounting bolts and hardware
 - B3 drive chain idler sheave bearing
 - B3 fly cylinder retaining bolts

Contractor Initials: 

Date: 5-4-17

ANNUAL INSPECTION PROCESS

The annual inspection shall take place according to Exhibit A, scope of services. Inspection times and dates shall be coordinated on a mutually agreed schedule. Generally the inspections are done between January 1st and April 15 of any given year. The inspections shall be scheduled during normal business hours of the contracted bidder. Transportation of under bridge inspection truck to and from the bidders repair location shall be the responsibility of NH DOT Mechanical Services.

WORK HOURS

Contractor will observe official State holidays. All hours the contractor is required to work on a State holiday will be considered as Sunday or holiday work hours. The following State holidays will be observed:

NEW YEARS DAY	MARTIN LUTHER KINGS DAY	MEMORIAL DAY	INDEPENDANCE DAY	CHRISTMAS DAY
LABOR DAY	PRESIDENTS DAY	VETERANS DAY	THANKSGIVING DAY	DAY AFTER THANKS

ANNUAL SAFETY INSPECTION - FAILURE

If the under bridge inspection truck should not pass the annual ANSI safety inspection, the bidder shall document such and email the inspection report along with the repair estimate to correct the failed components to pass the ANSI safety inspection and email the Bureau of Mechanical Services.

REPAIR ESTIMATE COMPONENTS:

Supplied estimates shall have the following documentation, at a minimum:

- Mechanical Services address, Contact person, telephone ,fax and email
- Date of inspection, make, model and serial of unit inspected and State vehicle number ("H" number)
- Each job repair on the estimate is broken out to include parts and labor for each job and a priority of importance shall be specified.

The contract bidder shall have up to **five (5) business days** to submit the specified information from the date of inspection completion to the Bureau of Mechanical Services at the following address.

NH DOT Email communication: Bureau38@dot.state.nh.us - attention Michael Walsh & mwalsh2@dot.state.nh.us

BIDDER QUALIFICATIONS:

Note: bidder must have qualified people to verify compliance with the provisions of the under bridge lift truck inspection, per ANSI Standard, ANSI/SIA A92.2 - 2006.or latest revision.

REPAIR AUTHORIZATION:

Under this solicitation and resulting contract, all repair authorizations (Parts, labor or both) shall come from the Bureau of Mechanical Services. Any work done or parts purchased without the written consent of the Bureau of Mechanical Services is prohibited and shall not be paid for.

REPAIR TIME:

General - The successful bidder shall be required to accomplish the intended service within the quoted time communicated on the submitted repair estimate. The number of hours or days the unit would be out of service at the bidders' location for safety inspection compliance repairs or Factory recommended service would be communicated on the "repair estimate.

REPAIR PROCESS

- Upon completion of the inspection, required repairs and scheduled maintenance, the bidder shall notify the d the Bureau of Mechanical Services that the unit is ready for pick up.

WARRANTY REQUIREMENTS:

Successful bidder shall be required to warranty all of the parts or components repaired or installed for a period of not less than the manufacturer's standard period of time, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping and labor.

Contractor Initials: *AW*
Date: 5-4-17

EXHIBIT B

BRIDGEMASTER LIFT TRUCK INSPECTION, REPAIRS & MAINTENANCE - COMPENSATION

REPAIR PARTS – PRICING & MARK UP

- Parts or materials required and utilized in the "annual inspection" segment of the contract shall be included in the safety inspection **flat rate** charge offered by the bidder for this service as identified in exhibit B.
- Parts and materials required and identified in the "repair estimate" to provide needed repairs, safety inspection compliance repairs or Factory recommended service shall be charged to the Agency Remit Account at the same invoice price charged by the bidder's supplier plus **an adder not to exceed 30%**. A copy of the Bidders invoice(s) from the bidders supplier for purchased parts and materials shall be submitted with the contractors invoice for payment.

HOURLY LABOR RATES - Bidder to complete

- Standard hourly labor rates for FY2018, 7/1/2017 – 6/30/2018 **\$160.00**
- Standard hourly labor rates for FY2019, 7/1/2018 – 6/30/2019 **\$160.00**
- Standard hourly labor rates for FY2020, 7/1/2019 – 6/30/2020 **\$160.00**
- These rates are fixed for the term of the contract **but not considered in the bid evaluation.**

INVOICING:

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the license plate number of the vehicle ["H" number], part quantity, description, part number, date of service, labor, Contract labor rate and Total due. Invoices shall include copies of "part" support documentation as specified above

INVOICING – STATUS / COMMUNICATION / TIME

Once all work is complete, a copy of the final invoice shall be emailed to Mechanical Services for review. The bidder shall have up to **Ten (10) business days** to submit the invoice from the date of final work completion to the Bureau of Mechanical Services at the following Email: Bureau38@dot.state.nh.us attention Tom Moore

ROAD SERVICE – RATES AND CHARGES

In the case of equipment failure or breakdown, ***Bidder shall indicate road service rates:***

\$ 2.00 / Mile

\$ 160.00 / Hour

- These rates are fixed for the term of the contract **but not considered in the bid evaluation.**
- In the case where the equipment failure or breakdown is found to be from labor or parts provided by the bidder and is under bidders' warranty, no road service charges shall be charged.

NOTE: The state reserves the right to add or remove under bridge inspection vehicles to be inspected or repaired from the list indicated in Exhibit B, due to the possibility of units being added or removed from service during the contract period

Contractor Initials: 

Date: 5-4-17

EXHIBIT B CONTINUED - OFFER SECTION:

Bidder hereby offers to furnish under Bridge Master lift truck inspection, repairs and scheduled service to the State of NH in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term

FY18

Year 1 of contract 7/1/2017 through 6/30/2018

Cost/U.S.Dollars

Perform Annual ANSI safety inspection for issuance of certificate and generate condition report (FLAT RATE) to include performing annual inspection and checks of the following items:

- Pressure test relief valves for proper settings
- Hydraulic Hoses and fittings
- Loop cord, track & hydraulic hoses & wires
- Safety belts and harnesses & Safety belt harness anchors **\$2,000.00**

State unanticipated emergency repairs, value determined by NH – DOT, include in FY total **\$15,000.00**

Total FY2018 **\$17,000.00**

FY19

Year 2 of contract – 7/1/2018 through 6/30/2019

Perform Annual ANSI safety inspection for issuance of certificate and generate condition report (FLAT RATE) to include Performing inspection and checks of the following items:

- Pressure test relief valves for proper settings
- Hydraulic Hoses and fittings
- Loop cord, track & hydraulic hoses & wires
- Safety belts and harnesses & Safety belt harness anchors **\$2,000.00**

Replace T1 main bearing hardware. **\$2,700.00**

State unanticipated emergency repairs, value determined by NH – DOT, include in FY total **\$15,000.00**

Total FY2019 **\$19,700.00**

FY20

Year 3 of contract – 7/1/2019 through 6/30/2020

Perform Annual ANSI safety inspection for issuance of certificate and generate condition report (FLAT RATE) to include performing inspection and checks of the following items:

- Pressure test relief valves for proper settings
- Hydraulic Hoses and fittings
- Loop cord, track & hydraulic hoses & wires
- Safety belts and harnesses & Safety belt harness anchors **\$2,000.00**

Perform 4 year replacement of the following items;

- Hydraulic fluid and clean tank
- B3 fly drive chains & retaining pins
- All B3 drive chain mounting bolts and hardware
- B3 drive chain idler sheave bearing & B3 fly cylinder retaining bolts **\$20,000.00**

State unanticipated emergency repairs, value determined by NH – DOT, include in FY total **\$15,000.00**

Total FY2020 **\$37,000.00**

(BID BASIS) Three year total – FY2018 + FY2019 + Fy2020 **\$ 73,700.00**

Contractor Initials: 

Date: 5-4-17

EXHIBIT C

BRIDGEMASTER LIFT TRUCK INSPECTION, REPAIRS & MAINTENANCE

SPECIAL PROVISIONS

No Special Provisions

Contractor Initials: *JK*

Date: 5-4-17

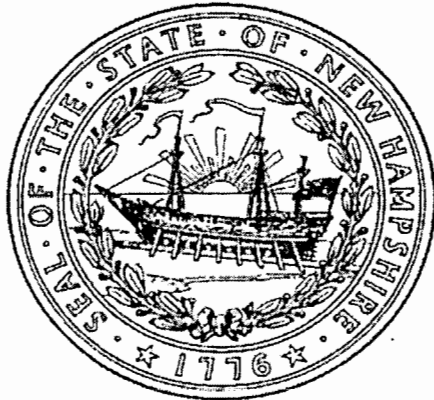
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that D.F.M. ENTERPRISES, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on December 13, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 640080



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of April A.D. 2017.

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

William M. Gardner
Secretary of State



ENTERPRISES. INC.

Design for Maintainability

385 B Sackett Point Road North Haven, Connecticut 06473 (203) 288-9502 FAX (203) 288-6341

E-mail: dfmbridgemaster@aol.com

CERTIFICATE OF VOTE

I, Robert O. Hofmiller, certify that I am the duly elected Vice President Of DFM Enterprises, Inc. of North Haven, Connecticut.

I further certify that the following is a true and correct acknowledgement of a vote taken at a meeting of the Executive Committee in North Haven, Connecticut, called and held on May 4, 2017 at which a quorum of the DFM Enterprises, Inc. Executive Committee was present and voting.

VOTED:

All members of the executive Committee unanimously agreed to enter into a contract with the State of New Hampshire's BRIDGEMASTER truck mounted underbridge aerial bucket device and that Robert O. Hofmiller, Vice President of DFM Enterprises, inc. is authorized to execute all documents related to the proposed contract.

I further certify that said vote has not been amended or repealed and remains in force, and is effective as of May 4, 2017.

Dated: May 4, 2017

Attest:

NOTARY: State of Connecticut

County of New Haven ss: North Haven

May 4, 2017

Subscribed and Sworn to before me this

4th day of *May* 20*17*
Shari O'Mara
Notary Public

SHARI O'MARA
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2020

On this 4th day of May 2017 before me, the undersigned officer, personally appeared Robert O. Hofmiller, who acknowledged himself to be the Vice President of DFM Enterprises, Inc., a corporation, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation, by himself, as Vice President.

In witness whereof I hereunto set my hand.

Robert O. Hofmiller, Vice President
DFM Enterprises, Inc.

