



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Fuel Distribution  
November 17, 2017

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract with TNT Electrical Contractors, LLC (Vendor Code #163342) of Laconia, New Hampshire, not to exceed \$149,130.00 for electrical services for facilities maintained by the Bureau of Fuel Distribution, effective upon Governor and Council approval through June 30, 2019. 48% Highway Funds and 52% Other Funds.

Funding is available as follows for FY 2018 and FY 2019:

	<b><u>FY 2018</u></b>	<b><u>FY 2019</u></b>
04-096-096-960515-3198		
Fuel Distribution		
048-500226 Contract Repairs; Bldg. Grounds	\$74,565.00	\$74,565.00

**EXPLANATION**

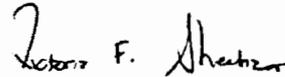
The NHDOT Bureau of Fuel Distribution have electrical systems at each of our ninety (90) fuel facilities that may require emergency repairs, alterations and new installations to ensure the system continues to operate efficiently and in compliance with regulations. This contract will allow for emergency repairs on a 24 hour/7 days per week basis as needed.

The Department advertised for bids on the Department of Administrative Services, Bureau of Purchase and Property's web site. Two sealed bids were received and publicly opened on September 14, 2017 (bid results attached). TNT Electrical Contractors, LLC was the low bidder to provide the electrical services as required in our proposal for all fuel facilities state wide. The contract will be effective upon Governor and Council approval through June 30, 2019. The contract is not to exceed \$74,565.00 annually. The hourly rate and material markup are in keeping with costs experienced in the past.

The contract has been approved by the Attorney General as to form and execution and the Department has verified 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 Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval to enter into this contract is respectfully requested.

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



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



**Victoria F. Sheehan**  
**Commissioner**

**William Cass, P.E.**  
**Assistant Commissioner**

13 October 2017

Troy Mahoney  
TNT Electrical Contractor, LLC  
371 White Oaks Road  
Laconia, NH 03246

Dear Mr. Mahoney:

You were the low bidder for the Electrical Services contract for the NH Department of Transportation Bureau of Fuel Distribution. Attached please find a copy of the P-37 Contract to provide that service. Please return three (3) copies, each with original signatures, notarized, and with original notary and corporate seals. Please initial and date each page where indicated.

Please insure that all documentation you submit has your company name listed out exactly as it is shown on the Certificate of Good Standing. If I need to send you another P-37 with a name change please let me know as soon as you can.

The contract must be submitted to the Governor and Executive Council for approval. Three (3) original documents, in addition to the three (3) original signed contracts, must accompany the contract. These documents include:

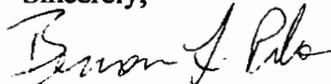
1. **A Certificate of Good Standing** from the New Hampshire Secretary of State's office. The Name on the Certificate must be identical to the name used in the contract; otherwise the Attorney General's office will not approve it. The Certificate must be dated after April 1, 2017.
2. An **Insurance Certificate** in at least the minimum amounts specified in paragraph 14 "Insurance and Bond" on the reverse side of the P-37. The insurance certificate must state that the "State of New Hampshire, Department of Transportation, is named as additional insured under the contractual provision on the above general liability policy." The Attorney General will not approve the contract unless the modification is made on the original document.
3. A **Corporate Resolution or Certificate of Authority**. This document provides evidence that the person signing the Contract has the corporate authority to sign such agreements.

**Reminder: The signature page of each copy of the contract and your Certificate of Vote letter must be notarized and sealed. Initial & date each page of the three (3) contracts to be returned to me.**

**Please expedite returning the contracts and the other necessary forms so they may be submitted to the Governor and Council as soon as possible so we may get the contract on the Governor and Council Agenda.**

**I look forward to working with your company over the life of the contract.**

**Sincerely,**

A handwritten signature in black ink, appearing to read "Brian L. Pike". The signature is written in a cursive style with a large initial "B".

**Brian L. Pike**

**Fuel Distribution Manager**

**Enclosures**

**cc: Dave Rodrigue  
Caleb Dobbins  
Christine Bonoli-Stohlberg  
file**

**PROPOSED OFFER**

FY 2018 (July 1, 2017 to June 30, 2018)

ITEM NOS.	Approximate Quantities in hours	Manchester Electric LLC				TNT Electrical Contractor LLC			
		* shortest time reported by Google Maps (hr.s)	20 round trips from the declared Home Office in hours	Unit Prices (per hour)	AMOUNT	* shortest time reported by Google Maps (hr.s)	20 round trips from the declared Home Office in hours	Unit Prices (per hour)	AMOUNT
				DOLLARS	DOLLARS			DOLLARS	DOLLARS
			<b>DISTRICT 1</b>				<b>DISTRICT 1</b>		
D1(A)	100	2	40.00	No Bid		1.75	35.00	\$ 49.50	\$6,682.50
D1(B)	100	2	40.00	No Bid		1.75	35.00	\$ 49.50	\$6,682.50
			<b>DISTRICT 2</b>				<b>DISTRICT 2</b>		
D2(A)	100	1	20.00	No Bid		1.25	25.00	\$ 49.50	\$6,187.50
D2(B)	100	1	20.00	No Bid		1.25	25.00	\$ 49.50	\$6,187.50
			<b>DISTRICT 3</b>				<b>DISTRICT 3</b>		
D3(A)	100	0.75	15.00	\$ 205.00	\$23,575.00	0.25	5.00	\$ 49.50	\$5,197.50
D3(B)	100	0.75	15.00	\$ 230.00	\$26,450.00	0.25	5.00	\$ 49.50	\$5,197.50
			<b>DISTRICT 4</b>				<b>DISTRICT 4</b>		
D4(A)	100	1.25	25.00	No Bid		1.75	35.00	\$ 52.50	\$7,087.50
D4(B)	100	1.25	25.00	No Bid		1.75	35.00	\$ 52.50	\$7,087.50
			<b>DISTRICT 5</b>				<b>DISTRICT 5</b>		
D5(A)	100	0.25	5.00	\$ 165.00	\$17,325.00	1	20.00	\$ 49.50	\$5,940.00
D5(B)	100	0.25	5.00	\$ 190.00	\$19,950.00	1	20.00	\$ 49.50	\$5,940.00
			<b>DISTRICT 6</b>				<b>DISTRICT 6</b>		
D6(A)	100	0.75	15.00	\$ 185.00	\$21,275.00	1.25	25.00	\$ 49.50	\$6,187.50
D6(B)	100	0.75	15.00	\$ 210.00	\$24,150.00	1.25	25.00	\$ 49.50	\$6,187.50
			<b>STATEWIDE</b>				<b>STATEWIDE</b>		
SW(A)	100	--	--	No Bid		--	--	No Bid	
SW(B)	100	--	--	No Bid		--	--	No Bid	

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate to the DEPARTMENT indicating the work has been completed. Payment for travel time shall not exceed the round trip time from the declared home office to the Site on which the work is occurring.

Declaration of Home Office address:

**Manchester Electric LLC**  
 Company Name  
**134 Third St.**  
 Address  
**Manchester, NH 03102**  
 City, State, Zip

**TNT Electrical Contractor LLC**  
 Name  
**371 White Oaks Rd.**  
 Address  
**Laconia, NH 03246**  
 City, State, Zip

The Home Office address shall be defined as the location from which the majority of service calls will be made. If a company has more than one office address, multiple addresses may be entered.

Bid Evaluation: Bids will be evaluated on a district basis, using the approximate quantities listed, plus the addition of 20 round trips from the declared Office to the respective DOT District Headquarters, using the shortest time without traffic, reported by a common internet mapping application.

\* For evaluation purposes: time determination will follow the convention - if 0 to 7 minutes beyond the quarter hour round down to the next quarter hour. If 8 to 14 minutes round up to the next quarter hour

**PROPOSED OFFER**

FY 2019 (July 1, 2018 to June 30, 2019)

ITEM NOS.	Approximate Quantities in hours	* shortest time reported by Google Maps (hr.s)	Manchester Electric LLC			TNT Electrical Contractor LLC			
			20 round trips from the declared Home Office in hours	Unit Prices (per hour)	AMOUNT	* shortest time reported by Google Maps (hr.s)	20 round trips from the declared Home Office in hours	Unit Prices (per hour)	AMOUNT
				DOLLARS				DOLLARS	
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D1(A)	100	2	40.00	No Bid		1.75	35.00	\$ 49.50	\$6,682.50
D1(B)	100	2	40.00	No Bid		1.75	35.00	\$ 49.50	\$6,682.50
			DISTRICT 2				DISTRICT 2		
D2(A)	100	1	20.00	No Bid		1.25	25.00	\$ 49.50	\$6,187.50
D2(B)	100	1	20.00	No Bid		1.25	25.00	\$ 49.50	\$6,187.50
			DISTRICT 3				DISTRICT 3		
D3(A)	100	0.75	15.00	\$ 205.00	\$23,575.00	0.25	5.00	\$ 49.50	\$5,197.50
D3(B)	100	0.75	15.00	\$ 230.00	\$26,450.00	0.25	5.00	\$ 49.50	\$5,197.50
			DISTRICT 4				DISTRICT 4		
D4(A)	100	1.25	25.00	No Bid		1.75	35.00	\$ 52.50	\$7,087.50
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D5(A)	100	0.25	5.00	\$ 165.00	\$17,325.00	1	20.00	\$ 49.50	\$5,940.00
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D6(A)	100	0.75	15.00	\$ 185.00	\$21,275.00	1.25	25.00	\$ 49.50	\$6,187.50
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			STATEWIDE				STATEWIDE		
SW(A)	100	--	--	No Bid		--	--	No Bid	
SW(B)	100	--	--	No Bid		--	--	No Bid	

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate DEPARTMENT indicating the work has been completed. Payment for travel time shall not exceed the round trip time from the declared home office to the Site on which the work is occurring.

Declaration of Home Office address:

**Manchester Electric LLC**  
 Company Name  
 134 Third St.  
 Address  
 Manchester, NH 03102  
 City, State, Zip

**TNT Electrical Contractor LLC**  
 Name  
 371 White Oaks Rd.  
 Address  
 Laconia, NH 03246  
 City, State, Zip

The Home Office address shall be defined as the location from which the majority of service calls will be made. If a company has more than one office address, multiple addresses may be entered.

Bid Evaluation: Bids will be evaluated on a district basis, using the approximate quantities listed, plus the addition of 20 round trips from the declared Office to the respective DOT District Headquarters, using the shortest time without traffic, reported by a common internet mapping application.

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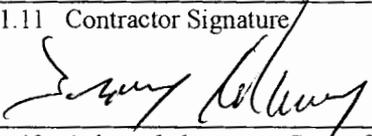
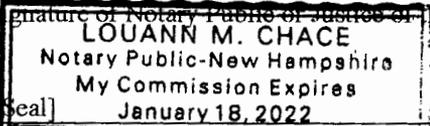
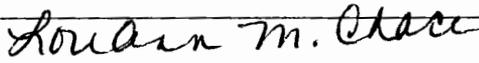
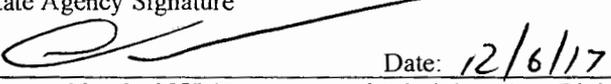
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NHDOT Fuel Distribution		1.2 State Agency Address 7 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name TNT Electrical Contractor, LLC		1.4 Contractor Address 371 White Oaks Road, Laconia, NH 03246	
1.5 Contractor Phone Number 603-528-5200	1.6 Account Number 04-096-096-960515-3198-048-500226	1.7 Completion Date 06/30/2019	1.8 Price Limitation \$74,565 Annually; \$149,130 Total
1.9 Contracting Officer for State Agency Caleb Dobbins		1.10 State Agency Telephone Number 603-271-2693	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory TROY MAHONEY - MANAGING MEMBER	
3 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u>			
On <u>10/3/2017</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 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>LOUANN M CHACE</u> <u>NOTARY PUBLIC</u>			
1.14 State Agency Signature  Date: <u>12/6/17</u>		1.15 Name and Title of State Agency Signatory <u>David Rodriguez</u> <b>Director of Operations</b>	
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>Allan B Greenstein</u> On: <u>12/4/17</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.

**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

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 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 Legislative 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.



NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION  
BUREAU OF FUEL DISTRIBUTION  
INVITATION TO BID FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICES AT  
BUREAU OF FUEL DISTRIBUTION FUEL FACILITIES

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 9-12-17

Company Name: TNT Electrical Contractor LLC.  
Address: 371 White Oaks Rd.  
Laconia NH 03246

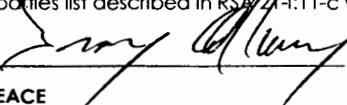
Bid Opening Date and Time: Thursday, 09/14/2017 @ 2:00 PM

[Insert name of signor] Troy Mahoney, on behalf of TNT Electrical [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to **BID PROPOSAL FOR ELECTRICAL SERVICES AT ALL BUREAU OF FUEL DISTRIBUTION FUEL FACILITIES** at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature



Authorized Signor's Title

manager

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Bell Knap

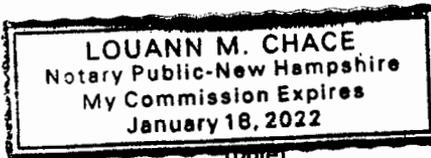
STATE: NH

ZIP: 03246

On the 12 day of Sept., 2017, personally appeared before me, the above named Troy Mahoney, in his/her capacity as authorized representative of TNT Electrical Contractor LLC, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

Louann Chace  
(Notary Public/Justice of the Peace)



My commission expires: 1/18/2022

**PROPOSAL BID FOR ELECTRICAL SERVICES AT ALL  
BUREAU OF FUEL DISTRIBUTION FUEL FACILITIES**

**INSTRUCTIONS TO VENDOR(S):**

Read the entire bid invitation prior to filling it out. In the preparation of your bid response you shall:

- Complete the pricing information in the "Offer" section for each District, and the Statewide Specialty Services, in which a bid is to be made
- Complete all other required information on your "Offer"
- Complete the "Vendor(s) Contact Information" section

Complete the company information on the "Transmittal Letter" page, and sign the bid in the space provided on that page.

**Vendor may bid on any number of Districts, including one, multiple, or all Districts.**

**SPECIFICATIONS:**

Complete specifications required are detailed in **SCOPE OF WORK** in this bid. In responding to the bid, the vendor shall address all requirements for information as outlined.

**VENDOR RESPONSIBILITY:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section for each District, and Statewide for the Specialized Services, you wish to offer a bid (the unit price is the price for the unit of purchase required by this bid invitation (i.e. hour, etc.). Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on Purchasing's website at: <http://admin.state.nh.us/purchasing/index2.asp>

It is a prospective Vendor's responsibility to access Purchasing's website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access Purchasing's website for any posted addendum.

The website is updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda are overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the NHDOT Bureau of Fuel Distribution with the bid response.

The successful Vendor(s) shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract(s).

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of State and will not be returned to the Vendor. Regardless of the Vendors selected, State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

Complete bids, for one, multiple, all Districts (as desired), or Statewide (specifically for the maintenance and repair of specialized equipment), shall be filled out on original bid format.

**COST OF PROPOSALS:**

The State shall not be held liable for any costs incurred by the vendor in the preparation of their bid or for work performed prior to contract(s) issuance.

**CERTIFICATE OF INSURANCE:**

Vendors awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation.

**CONTRACT(S) TERMS AND CONDITIONS:**

The vendor's signature on a bid submitted in response to this bid guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor

The form contract(s) P-37 attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

The term of the contract shall be from the date of award through June 30, 2019, a period of approximately 2 years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the Bureau of Fuel Distribution, with the approval of the Commissioner of the Department of Transportation to a maximum of 5 years.

**PUBLIC DISCLOSURE OF BID SUBMISSIONS:**

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the contract(s) at any time by giving the successful Vendor a thirty (30) day written notice.

**VENDOR CERTIFICATIONS:**

**ALL** Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term

of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://das.nh.gov/purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.
- **Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.** The contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or State of New Hampshire Agency.

**INVOICING:**

Invoices shall be submitted after completion of work to the Bureau of Fuel Distribution. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

**BID INQUIRIES:**

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted via e-mail to Brian L. Pike, NH Department of Transportation, Bureau of Fuel Distribution, PO Box 483, Concord, NH 03302-0483; 603 271-8931, Fax Number 603 271-1485, [brian.pike@dot.nh.gov](mailto:brian.pike@dot.nh.gov) . All requests shall be submitted no later than five business days prior to the bid opening date.

Vendor shall include complete contact information including the vendor's name, telephone number and fax number and e-mail address.

**ADDENDUM:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on their web site any Addenda. Before your submission, check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is [www.admin.state.nh.us/purchasing/bids](http://www.admin.state.nh.us/purchasing/bids).

**BID DUE DATE:**

All bid submissions shall be received and deposited in the Bid Box in Room 112, (small conference room) at the John O. Morton Building, 7 Hazen Drive, Concord, NH 03301, in a sealed envelope marked "BID FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICES AT BUREAU OF FUEL DISTRIBUTION FUEL FACILITIES" no later than the date and time shown on transmittal letter of this bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred and eighty (180) days from the bid due date. A vendor's disclosure or distribution of Bids other than to NHDOT, Bureau of Fuel Distribution may be grounds for disqualification.

**IF AWARDED A CONTRACT,** The Vendor must complete the following sections of the attached agreement - State of New Hampshire Form #P-37:

- Section 1.3 Contractor(s) Name
- Section 1.4 Contractor(s) Address
- Section 1.11 Contractor(s) Signature

Section 1.12 Name & Title of Contractor(s) Signor

Section 1.13 Acknowledgement

Section 1.13.1 Signature of Notary Public or Justice of the Peace

Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above on Page 2.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.
- Provide a Corporate Resolution or Certificate of Authority. This document provides evidence that the person signing the Contract has the corporate authority to sign such agreements.

**BID PRICES:**

Bid prices must be "all inclusive" and in US dollars and must include labor, travel, vehicle and tool costs, overhead, profit, consumables (e.g. electrical tape, epoxy) and incidental supplies (e.g. connectors, labels). These costs **must be built into your bid price** at the time of the bid. Bid prices shall **not** include in the hourly rate the cost of materials and equipment, including conductors, conduit, equipment (sensors, probes, boards, relays, consoles, circuit breakers), and environmental costs.

**BID SUBMISSION:**

This bid may have been delivered to you in a facsimile or web based format. Vendor shall return their signed complete hard copy or complete fax copy offers to the NHDOT Bureau of Fuel Distribution before the date, time, and location above in "**BID DUE DATE**":

**AWARD:**

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost per section. The State reserves the right to reject any or all bids or any part thereof.

Any resulting contract(s) shall become effective on the date approved by Governor and the Executive Council.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening (**Thursday, 09/14/2017 @ 2:00 PM, Morton Building Room 112**): only the names of the vendors submitting responses will be made public. Specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

**Bid results may also be viewed on Purchasing's website at [http://www.admin.state.nh.us/purchasing/bids\\_posteddte.asp](http://www.admin.state.nh.us/purchasing/bids_posteddte.asp)**

**OBLIGATIONS and LIABILITY OF THE VENDOR:**

The Vendor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s).

The Vendor shall take all responsibility for the work under this contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Vendor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

**PERFORMING SERVICES:**

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

**ESTIMATED CONTRACT VALUE:**

The annual gross value STATE WIDE (TOTAL OF ALL AWARDS) is estimated to be \$105,000.00. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. This figure **does not** include any political sub-division or authorized non-profit organization figures.

**SPECIFICATION COMPLIANCE:**

Bidder's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

**AUDITS AND ACCOUNTING:**

The CONTRACTOR shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

## Scope of Work:

(Hereinafter referred to as the CONTRACTOR) submits the bid in a sealed envelope marked "Bid for Electrical Services NHDOT Bureau of Fuel Distribution" as spelled out in paragraph 6 below to the State of New Hampshire, Department of Transportation, Bureau of Fuel Distribution (hereinafter referred to as the DEPARTMENT) to furnish services under the Terms of Agreement spelled out below for electrical services.

INTRODUCTION: The DEPARTMENT seeks to engage a contractor(s) for the purpose of providing electrical maintenance, repairs, emergency repairs, and new installations at its fuel facilities throughout the state. See the attached list of all fuel facilities and the corresponding location maps. Contractors may visit the locations before submitting bids by calling Fuel Distribution at 271-8931.

TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. To comply with all Federal, State, and NHDOT Health and Safety Regulations and Policies.
2. To perform 1) Maintenance; 2) Routine Repairs; 3) Emergency Repairs; and 4) New Installations for the electrical systems at each of the fuel facilities on an on-call basis, as directed by the DEPARTMENT. General system work will be performed on a district-wide basis. Specialized work, that is, work on the Veeder-Root, Omntec, or Orpak systems, will be completed by firms submitting bids as qualified to work on these systems, on a state-wide basis.
3. To provide fully licensed and certified service technicians, fully outfitted with an appropriate vehicle and tools, who are properly licensed in the State of New Hampshire to perform such maintenance, repairs, and installations per RSA 319-C and Administrative Rules Elec 100-400, as well as certified by the manufacturers of the equipment being serviced, when required by the manufacturer,
4. To respond to Emergency Repair requests within twelve (12) hours and complete the repairs within twenty-four (24) hours of notification. The determination of whether a repair is Emergency or non-emergency will be made by the DEPARTMENT, at their sole discretion. If it is determined that the Emergency Repair (s) will exceed \$1,000.00 or cannot be completed within 24 hours, the CONTRACTOR must notify the DEPARTMENT before the CONTRACTOR begins work beyond initial investigation. The Department may choose, at the Department's sole option, to complete the work as a Routine Repair at a future date, in which case costs associated with the initial mobilization and investigation will be compensated as an Emergency Repair.
5. To respond to Routine Repair requests within seventy-two (72) hours and complete the repairs within one (1) week of notification. If it is expected that the repair(s) will exceed \$1,000.00, the DEPARTMENT must approve the CONTRACTOR'S repair estimate before the CONTRACTOR begins work, beyond that associated with the initial investigation and mobilization.
6. For all maintenance and new installation tasks, provide the DEPARTMENT with a work plan, including schedule and estimate to complete the work and, at the DEPARTMENT's discretion, meet with the designated Bureau of Fuel Distribution contact or designee to discuss the schedule and estimate. The DEPARTMENT must approve the CONTRACTOR'S estimate before the CONTRACTOR begins work.
7. To invoice the work outlined above at a fixed hourly rate (from CONTRACTOR'S office to work location), regardless of time of day or holiday period. The fixed rate shall be inclusive of labor, overhead, profit, consumables and incidental supplies, vehicle, tool, and travel costs. Materials of the trade, (e.g. conductors, conduit, and equipment) shall be invoiced at fifteen (15) percent over the direct cost paid by the CONTRACTOR. The CONTRACTOR shall submit invoices showing the CONTRACTOR's actual incurred cost to purchase the equipment or materials, with each invoice. All supplies, consumables, materials, and equipment provided by the CONTRACTOR shall be new unless arrangements for reuse are made with the DEPARTMENT ahead of time, at the DEPARTMENT's sole discretion. All Fuel Distribution specific equipment and/or materials (i.e., Orpak, Veeder-

Root, and Omntec) may be provided by the DEPARTMENT at the time of repairs, as necessary. If there is any question as to materials of the trade or DEPARTMENT supplied, the determination shall be made upon the mutual agreement between the CONTRACTOR and the DEPARTMENT. Reimbursement for materials and equipment will not be made without the submission of bona fide invoices substantiating actual costs incurred by the CONTRACTOR.

The CONTRACTOR shall submit invoices for work performed via US Postal mail, or E-mail using the following addresses:

USPS: NHDOT Fuel Distribution  
PO Box 483  
Concord, NH 03302-0483

E-mail: [Bureau.11@dot.nh.gov](mailto:Bureau.11@dot.nh.gov)  
Cc: [Brian.Pike@dot.nh.gov](mailto:Brian.Pike@dot.nh.gov)

8. To provide authorized manufacturer certified technicians for system start-up, installation, and/or repairs of equipment where the manufacturer requires the need for an authorized technician to work on such equipment (e.g. Veeder-Root). The CONTRACTOR shall be responsible for ensuring that all technicians are properly licensed or certified to work on the equipment which requires start-up, installation, and/or repair.
9. To make every reasonable effort to complete all work in the timeframes in this agreement, or in the work plan submitted by the CONTRACTOR. Should the CONTRACTOR be unable to complete the repair within the timeframe specified, the CONTRACTOR must request an extension of time, in writing (e-mail is acceptable), to the Fuel Distribution Manager. Examples of valid reasons are:
  - a. Part(s) unavailable.
  - b. Repair is ongoing and requires additional time to complete.
  - c. Parts and Labor exceed \$1,000.00 cumulative and appropriate DEPARTMENT personnel were unavailable to authorize.

Written notification must include all pertinent information regarding the delayed repair which includes:

- a. Specified time period until repair can be completed.
  - b. Devices affected and how it affects system.
  - c. Reasons for delay of repair.
  - d. And any other information to justify the request for non-compliance of the timeframe specified.
10. To comply with all federal, state, and local laws, rules, and regulations to include, but not limited to, all appropriate building, fire, and electrical code compliance for the jurisdiction in which the work is performed

To certify that the CONTRACTOR is submitting this bid in good faith compliance with the specifications of this solicitation, and that the person signing the bid is the only person or persons, interested in this proposal as principals; that it is made without collusion with any person, firm, or corporation; that an examination has been made of the specifications and of the site of the work; and propose to furnish all necessary machinery, equipment, tools, and labor; and to furnish all materials specified in the manner and at the time prescribed at the following prices.

#### COMPENSATION:

See attached "Proposed Offer" Section for each District and Statewide maintenance and repair for specialized equipment. Fill out completely for each District in which you wish to bid.

The preceding service and contract agreement shall begin upon approval of Governor and Executive Council and end on June 30, 2019.

**PROPOSED OFFER**

FY 2018 (July 1, 2017 to June 30, 2018)

ITEM NOS.	APPROXIMATE QUANTITIES	ITEMS AND UNIT PRICES BID	UNIT PRICES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
<b>DISTRICT 1</b>						
D1(A)	100  Hours	The CONTRACTOR agrees to provide electrical Repair, Maintenance, or Installation services inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>forty nine and fifty</u> dollars per hour	49	50	4950	-
D1(B)	100  Hours	The CONTRACTOR agrees to provide Emergency Response electrical service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>forty nine and fifty</u> dollars per hour	49	50	4950	-
<b>DISTRICT 2</b>						
D2(A)	100  Hours	The CONTRACTOR agrees to provide electrical Repair, Maintenance, or Installation services inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>forty nine and fifty</u> dollars per hour	49	50	4950	-
D2(B)	100  Hours	The CONTRACTOR agrees to provide Emergency Response electrical service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>forty nine and fifty</u> dollars per hour	49	50	4950	-
<b>DISTRICT 3</b>						
D3(A)	100  Hours	The CONTRACTOR agrees to provide electrical Repair, Maintenance, or Installation services inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>forty nine and fifty</u> dollars per hour	49	50	4950	-
D3(B)	100  Hours	The CONTRACTOR agrees to provide Emergency Response electrical service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>forty nine and fifty</u> dollars per hour	49	50	4950	-
<b>DISTRICT 4</b>						
D4(A)	100  Hours	The CONTRACTOR agrees to provide electrical Repair, Maintenance, or Installation services inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>fifty two and fifty</u> dollars per hour	52	50	5250	-
D4(B)	100  Hours	The CONTRACTOR agrees to provide Emergency Response electrical service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>fifty two and fifty</u> dollars per hour	52	50	5250	-

ITEM NOS.	APPROXIMATE QUANTITIES	ITEMS AND UNIT PRICES BID	UNIT PRICES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
<b>DISTRICT 5</b>						
D5(A)	100 Hours	The CONTRACTOR agrees to provide electrical Repair, Maintenance, or Installation services inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>forty nine and fifty</u> dollars per hour	49	50	4950	-
D5(B)	100 Hours	The CONTRACTOR agrees to provide Emergency Response electrical service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>forty nine and fifty</u> dollars per hour	49	50	4950	-
<b>DISTRICT 6</b>						
D6(A)	100 Hours	The CONTRACTOR agrees to provide electrical Repair, Maintenance, or Installation services inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>forty nine and fifty</u> dollars per hour	49	50	4950	-
D6(B)	100 Hours	The CONTRACTOR agrees to provide Emergency Response electrical service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>forty nine and fifty</u> dollars per hour	49	50	4950	-
<b>STATEWIDE</b>						
SW(A)	100 Hours	The CONTRACTOR agrees to provide Omnitec, Veeder Root, and Orpak service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at _____ dollars per hour	NO BID			
SW(B)	100 Hours	The CONTRACTOR agrees to provide Emergency Response Omnitec, Veeder Root, and Orpak service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at _____ dollars per hour	NO BID			

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT indicating the work has been completed. Payment for travel time shall not exceed the round trip time from the declared home office location to the Site on which the work is occurring.

Declaration of Home Office address:

TNT Electrical Contractor LLC.

Company Name

371 White Oaks Rd.

Address

Laconia NH 03246

City, State, Zip

The Home Office address shall be defined as the location from which the majority of service calls will be made. If a company has more than one office address, multiple addresses may be entered.

Bid Evaluation: Bids will be evaluated on a district basis, using the approximate quantities listed, plus the addition of 20 round trips from the declared Home Office to the respective DOT District Headquarters, using the shortest time without traffic, reported by a common internet mapping application.

**PROPOSED OFFER**

FY 2019 (July 1, 2018 to June 30, 2019)

ITEM NOS.	APPROXIMATE QUANTITIES	ITEMS AND UNIT PRICES BID	UNIT PRICES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
<b>DISTRICT 1</b>						
D1(A)	100  Hours	The CONTRACTOR agrees to provide electrical Repair, Maintenance, or Installation services inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>fourty nine and fifty</u> dollars per hour	49	50	4950	-
D1(B)	100  Hours	The CONTRACTOR agrees to provide Emergency Response electrical service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>fourty nine and fifty</u> dollars per hour	49	50	4950	-
<b>DISTRICT 2</b>						
D2(A)	100  Hours	The CONTRACTOR agrees to provide electrical Repair, Maintenance, or Installation services inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>fourty nine and fifty</u> dollars per hour	49	50	4950	-
D2(B)	100  Hours	The CONTRACTOR agrees to provide Emergency Response electrical service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>fourty nine and fifty</u> dollars per hour	49	50	4950	-
<b>DISTRICT 3</b>						
D3(A)	100  Hours	The CONTRACTOR agrees to provide electrical Repair, Maintenance, or Installation services inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>fourty nine and fifty</u> dollars per hour	49	50	4950	-
D3(B)	100  Hours	The CONTRACTOR agrees to provide Emergency Response electrical service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>fourty nine and fifty</u> dollars per hour	49	50	4950	-
<b>DISTRICT 4</b>						
D4(A)	100  Hours	The CONTRACTOR agrees to provide electrical Repair, Maintenance, or Installation services inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>fifty two and fifty</u> dollars per hour	52	50	5250	-
D4(B)	100  Hours	The CONTRACTOR agrees to provide Emergency Response electrical service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>fifty two and fifty</u> dollars per hour	52	50	5250	-

ITEM NOS.	APPROXIMATE QUANTITIES	ITEMS AND UNIT PRICES BID	UNIT PRICES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
<b>DISTRICT 5</b>						
D5(A)	100 Hours	The CONTRACTOR agrees to provide electrical Repair, Maintenance, or Installation services inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>Forty Nine and fifty</u> dollars per hour	49	50	4950	-
D5(B)	100 Hours	The CONTRACTOR agrees to provide Emergency Response electrical service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>Forty Nine and fifty</u> dollars per hour	49	50	4950	-
<b>DISTRICT 6</b>						
D6(A)	100 Hours	The CONTRACTOR agrees to provide electrical Repair, Maintenance, or Installation services inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>Forty Nine and fifty</u> dollars per hour	49	50	4950	-
D6(B)	100 Hours	The CONTRACTOR agrees to provide Emergency Response electrical service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at <u>Forty Nine and fifty</u> dollars per hour	49	50	4950	-
<b>STATEWIDE</b>						
SW(A)	100 Hours	The CONTRACTOR agrees to provide Omnitec, Veeder Root, and Orpak service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at _____ dollars per hour	NO	BID		
SW(B)	100 Hours	The CONTRACTOR agrees to provide Emergency Response Omnitec, Veeder Root, and Orpak service inclusive of labor, overhead, profit, consumables and incidental supplies, travel, tool, and vehicle costs at a fixed hourly rate (from CONTRACTOR'S office to work location) regardless of time of day or Holiday period: at _____ dollars per hour	NO	BID		

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT indicating the work has been completed. Payment for travel time shall not exceed the round trip time from the declared home office location to the Site on which the work is occurring.

Declaration of Home Office address:

TNT Electrical Contractor LLC.  
 Company Name  
371 White Oaks Rd.  
 Address  
Laconia NH 03246  
 City, State, Zip

The Home Office address shall be defined as the location from which the majority of service calls will be made. If a company has more than one office address, multiple addresses may be entered.

Bid Evaluation: Bids will be evaluated on a district basis, using the approximate quantities listed, plus the addition of 20 round trips from the declared Home Office to the respective DOT District Headquarters, using the shortest time without traffic, reported by a common internet mapping application.

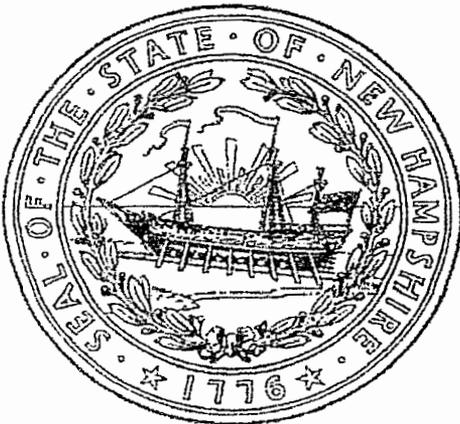
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TNT ELECTRICAL CONTRACTOR, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 09, 2006. 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: **551919**



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of October A.D. 2017.

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

William M. Gardner  
Secretary of State



TNT Electrical Contractor, LLC  
 371 White Oaks Road  
 Laconia, NH 03246  
 603-528-5200 office/fax  
 603-455-4217 cell

tntelectric@metrocast.net

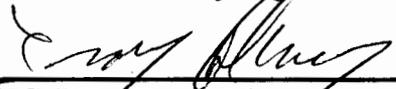
[www.tntelectricalcontractor.com](http://www.tntelectricalcontractor.com)

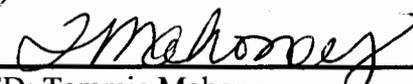
CERTIFICATE OF AUTHORITY

To Whom It May Concern:

Tammie Mahoney and Troy Mahoney are Member Owners of TNT Electrical Contractor, LLC. Either Tammie Mahoney or Troy Mahoney have full authorization to sign for TNT in any capacity without the authorization of the other.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that either have full authority to bind TNT Electrical Contractor, LLC and that no corporate resolution, shareholder vote, or other document or action is necessary to grant such authority.

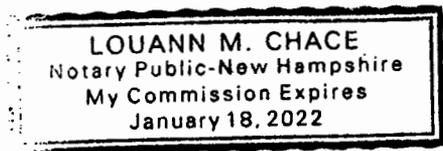
  
 \_\_\_\_\_  
 SIGNED: Troy Mahoney 10/3/17  
DATE

  
 \_\_\_\_\_  
 SIGNED: Tammie Mahoney 10-3-17  
DATE

State of New Hampshire, County of Belknap

On this 3rd day of October 2017, before me, Troy Mahoney, the undersigned member, personally appeared, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I here unto set my hand and official seal.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/22/2017

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).

<b>PRODUCER</b> CROSS INSURANCE - LACONIA 155 Court Street  Laconia NH 03246		<b>CONTACT NAME:</b> Jessica Maurais, ACSR <b>PHONE (A/C, No, Ext):</b> (603) 524-2425 <b>FAX (A/C, No):</b> (603) 524-3666 <b>E-MAIL ADDRESS:</b> jmaurais@crossagency.com	
<b>INSURED</b> TNT Electrical Contractor LLC 371 White Oaks Road  Laconia NH 03246		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Continental Western Ins Co INSURER B: Acadia Ins Co. INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 10804 31325

**COVERAGES** CERTIFICATE NUMBER: CL17111730758 REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			BOA5121728-14	12/13/2017	12/13/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices Liability \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAA5121729-14	12/13/2017	12/13/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA5121730-14	12/13/2017	12/13/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WCA5121731-15	12/13/2017	12/13/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Troy & Tammie Mahoney are excluded LLC members for workers compensation coverage.

<b>CERTIFICATE HOLDER</b>  NH Department of Transportation Bureau of Fuel Distribution PO Box 483 Concord, NH 03302	<b>CANCELLATION</b>  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  J Maurais, ACSR/JXM <i>Jessica Maurais</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2017

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 <b>CROSS INSURANCE - LACONIA</b> 155 Court Street  Laconia NH 03246	CONTACT NAME: <b>Janice Bagley, CIC</b>	
	PHONE (A/C, No, Ext): <b>(603) 524-2425</b> FAX (A/C, No): <b>(603) 524-3666</b> E-MAIL ADDRESS: <b>jbagley@crossagency.com</b>	
INSURED <b>TNT ELECTRICAL CONTRACTOR LLC</b> 371 WHITE OAKS ROAD  LACONIA NH 03246	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Continental Western Ins Co</b>	<b>10804</b>
	INSURER B: <b>Acadia Ins Co.</b>	<b>31325</b>
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: **CL16121595032** REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			<b>BOA5121728-13</b>	<b>12/13/2016</b>	<b>12/13/2017</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Employment Practices Liability \$ <b>100,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			<b>CAA5121729-13</b>	<b>12/13/2016</b>	<b>12/13/2017</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			<b>CUA5121730-13</b>	<b>12/13/2016</b>	<b>12/13/2017</b>	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b> \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	<b>WCA5121731-14</b>	<b>12/13/2016</b>	<b>12/13/2017</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Troy &amp; Tammie Mahoney are excluded LLC members for workers compensation coverage.

## CERTIFICATE HOLDER

**NH Department of Transportation**  
Bureau of Fuel Distribution  
PO Box 483  
Concord, NH 03302

## CANCELLATION

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  
**J Bagley, CIC/JB8** *Janice Bagley*