



THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



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JEFF BRILLHART, P.E. ACTING COMMISSIONER

Bureau of Highway Maintenance January 28, 2015

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

REQUESTED ACTION

- 1. Authorize the Department of Transportation to enter into a lease-Purchase agreement with Summa Humma d/b/a MB Tractor & Equipment (Vendor 158933) of Concord, NH, in the amount of \$903,160.80 for lease-purchase of several pieces of heavy equipment, effective upon Governor & Council approval through January 1, 2018.
2. Authorize the Department of Transportation to enter into a lease-Purchase agreement with Chadwick BaRoss, (Vendor 173985) of Concord, NH, in the amount of \$143,423.40 for lease-purchase of several pieces of heavy equipment, effective upon Governor & Council approval through January 1, 2018.
3. Authorize the Department of Transportation to enter into a credit financing agreement with Kansas State Bank of Manhattan (Vendor 170051) of Manhattan, Kansas in an amount not to exceed \$1,051,952.76 for the credit financing of the agreements referenced in requests #1 and #2 above, to be effective upon Governor & Council approval through February 1, 2018. 98% Highway Funds, 2% Other Funds.

Funding is available for FY 2015 but is contingent upon the availability and continued appropriation of funds for FY 2016 through FY 2018.

Table with 5 columns: Item Description, FY 2015, FY 2016, FY 2017, FY 2018. Rows include 04-96-96-960515-3007 Highway Maintenance and 022-500257 Rents-Leases Other than State.

EXPLANATION

The total Lease - Purchase Agreement (to include the \$1.00 acquisition) has a total (3) year lease term value of \$1,051,952.76 or \$29,220.91 per month. Lease - Purchase payments will be payable to Kansas State Bank of Manhattan.

This Lease - Purchase Agreement is for the following equipment items:

- 2 each 5 ton drum compactors
• 3 each 20 ton tag along trailers
• 9 each 50 HP tractors with rotary mower
• 4 each 97 HP tractor with boom mounted rotary mower

This equipment is necessary for the DOT Bureau of Highway Maintenance to continue road maintenance tasks. The equipment requested above will replace existing units that are currently being rented under Contract Rental Agreements. The Bureau of Highway Maintenance has 6 District Offices with 88 Patrol Sheds throughout the Districts that serve the entire State geographically. The highway maintenance crews perform varied activities

such as mowing, paving and drainage repairs, culvert repairs, tree cutting and removal, and restoring roads after washouts and State of Emergencies. In order to perform the Bureau of Highway Maintenance duties, the equipment stated above are required on a regular basis.

The Bureau of Highway Maintenance currently obtains the above referenced equipment by Contract Rental Agreements with various vendors statewide. The Lease - Purchase Agreement is estimated to save NHDOT Bureau of Highway Maintenance more than \$3.1 million over the life expectancy of the equipment (10 years for tractor mowers, 20 years for trailers and compactors). At the completion of the Lease - Purchase Agreement term, NHDOT Bureau of Highway will take ownership of the equipment.

Three (3) bid solicitations were advertised and posted to the Purchase & Property website to encompass the requirements of the above referenced equipment, Bid# 177-14 - tractor mowers, Bid #96-14 - tag along trailers and bid #100-14 - drum compactors. Bid opening dates varied with the solicitations. Financial Analysis including favorable initial return on investment and cost comparison to rental option were completed and are included as part of this request.

This Lease - Purchase Agreement includes all routine maintenance and extended warranty as stated within the P-37 package(s) - Exhibit A - scope of work. The "Price Limitation" values stated in each of the p-37 documents, section (1.8), were established between the financier, Kansas State Bank of Manhattan and the contractor and have no relationship to the pricing structure established in the "Government Obligation Contract" between the financier, Kansas State bank of Manhattan and the State of New Hampshire, Department of Transportation. This information can be viewed under the Summa Humma d/b/a MB Tractor and the Chadwick-BaRoss tab within the black binder.

This Lease - Purchase Agreement represents significant savings and is considered reasonable based on bids received and previous charges paid for similar rentals. Should funding not be available in future budgets, the Lease - Purchase Agreement shall proceed with the Government Obligation Contract, section IV, "Non - Appropriation" provision. The Department believes it to be in the best interest of the State of New Hampshire to accept this Lease - Purchase Agreement to accomplish the required work.

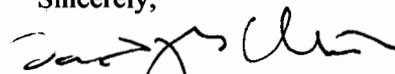
The Lease - Purchase Agreement solicitations were facilitated through the Bureau of Purchase & Property within the Department of Administrative Services and were performed in accordance with standard solicitation process, provisions of RSA 21-I-11 and Plant and Property Management Rules, Chapter 600. This Lease - Purchase Agreement with an amended Government Obligation Contract, has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. As part of the Vendor Lease - Purchase Agreement, NHDOT will provide insurance for the leased term of the agreement for the equipment specified.

A formal quote for insurance was obtained from the state fleet insurance carrier through NH Department of Administrative Services Risk Management Unit. The cost of liability, comprehensive and physical damage insurance per unit is a range of \$523.95 to \$634.95 per year with a total insurance cost of \$28,959.30 over the term of the (3) year Lease - Purchase Agreement. Certificates of Insurance will be provided following Governor and Executive Council approval when we are then able to actually bind insurance coverage.

Copies of the fully executed Lease - Purchase Agreement are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Executive Council approval will be on file at the Department of Transportation.

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

Sincerely,



David J. Brillhart, P. E.  
Acting Commissioner

# **Kansas State Bank Attached Documentation in tab sequence.**

## **1. Government Obligation Contract**

An agent of the Obligor should sign on the first space provided. Please note that all signatures by the agent are subject to the review and approval of the Governor & Executive Council of the State of New Hampshire.

## **2. Exhibit A – Description of Equipment**

- Review equipment description. Complete serial number/VIN if applicable.
- List the location where the equipment will be located after delivery/installation.

## **3. Exhibit B – Payment Schedule**

Sign and print name and title

## **4. Exhibit C - Acceptance of Obligation**

Sign and print name and title

## **5. Exhibit D - Page intentionally left Blank**

## **6. Exhibit E - Officer's Certificate.**

- Please see listed Source of Funds for the Contract Payments.

## **7. Exhibit F - Payment Request & Equipment Acceptance Form**

Do Not Return until you need to request funds from the Vendor Payable Account.

## **8. Exhibit G - Signature Card.**

- Sign and print name and title.
- An additional individual may sign as an authorized individual, if desired.

## **9. Exhibit H - Obligor Acknowledgement**

Complete information as indicated.

## **10. Insurance Requirements**

Completed insurance documentation as indicated.

## **11. Debit Authorization – (Preferred)**

Complete form and attach a voided check.

## **12. 8038G IRS Form**

Commissioner of the State Treasury has provided conditional approval as stated on page 1 of that section.

## GOVERNMENT OBLIGATION CONTRACT

**Obligor**  
 State of New Hampshire  
 7 Hazen Drive  
 Concord, New Hampshire 03302-0483

**Obligee**  
 Kansas State Bank of Manhattan  
 1010 Westloop; P.O. Box 69  
 Manhattan, Kansas 66505-0069

**Dated as of October 15, 2014**

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

### I. Definitions

**Section 1.01 Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

### II. Obligor Warranties

**Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:**

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has not, within the past ten years, non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit appropriate 8038's to the Secretary of the Treasury as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

### III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

**Section 3.01 Acquisition and Acceptance.** Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

**Section 3.02 Contract Payments.** Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance

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for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

**SECTION 3.03 Contract Payments Unconditional.** Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

**Section 3.04 Purchase Option Price.** Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

**Section 3.05 Contract Term.** The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

**Section 3.06 Disclaimer of Warranties.** OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

#### IV. Non-Appropriation

##### **Section 4.01 Non-Appropriation.**

If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by a writing from the Commissioner of the Department of Transportation or the Governor and Executive Council of the State of New Hampshire that the Obligor has been prohibited from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the

number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligor may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

#### V. Insurance, Damage, Insufficiency of Proceeds

**Section 5.01 Insurance.** Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

**Section 5.02 Damage to or Destruction of Equipment.** Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03 Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

**Section 5.04 Obligor Negligence.** Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

#### VI. Title and Security Interest

**Section 6.01 Title.** Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

**Section 6.02 Security Interest.** To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

#### VII. Assignment

**Section 7.01 Assignment by Obligee.** All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

**Section 7.02 Assignment by Obligor.** None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs.

#### VIII. Maintenance of Equipment

**Section 8.01 Equipment.** Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or

*[Handwritten signature]*

additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

#### **IX. Default**

**Section 9.01 Events of Default defined.** The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

**Section 9.02 Remedies on Default.** Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

**Section 9.03 No Remedy Exclusion.** No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

#### **Section 9.04 Return of Equipment and Storage.**

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any Additional Collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

#### **X. Vendor Payable Account**

**Section 10.01 Establishment of Vendor Payable Account.** On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

**Section 10.02 Down Payment.** Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

**Section 10.03 Disbursement upon Non-Appropriation or Default.** If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

**Section 10.04 Surplus Amount.** Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

**Section 10.05 Recalculation of Contract Payments.** Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

1 AR 12/8/14

**XI. Miscellaneous**

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

**State of New Hampshire**

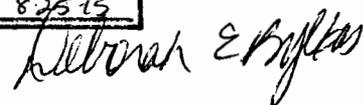
**Kansas State Bank of Manhattan**

  
\_\_\_\_\_  
Signature  
William P. Janak, Director of Operations  
Printed Name and Title

  
\_\_\_\_\_  
Signature  
Mark Skochdopole, Vice President  
Printed Name and Title

12/8/14





**NH Department of Transportation**

By: Wm D. Duller

Date: 1/5/15

Title: Director of Operations

**Approved by Attorney General**

By: M. A. W.

Date: 12/31/14

Title: Assistant Attorney General

**Approved by Governor and Council**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGN HE**

# State of New Hampshire Department of State

## CERTIFICATE OF AUTHORITY OF

### KANSAS STATE BANK OF MANHATTAN

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of KANSAS STATE BANK OF MANHATTAN for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to KANSAS STATE BANK OF MANHATTAN to transact business in this State under the name of KANSAS STATE BANK OF MANHATTAN CORP and attaches hereto a copy of the Application for such Certificate.

Business ID#: 717944

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 November, 2014 A.D.



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

William M. Gardner  
Secretary of State



1680 CHARLES PLACE | 877-587-4054  
MANHATTAN, KS 66502

December 8, 2014

Via Email: [john.conforti@doj.nh.gov](mailto:john.conforti@doj.nh.gov)

John Conforti  
New Hampshire Department of Justice

Re: Corporate Resolution

Mr. Conforti:

Attached is a copy of a corporate resolution verifying Mark Skochdopole's authority to sign the Government Obligation Contract with the State of New Hampshire (Department of Transportation) dated October 15, 2013 on behalf of Kansas State Bank. I hereby certify that said authority is still in full force and effect.

Very Truly Yours,

Gregg Masterson  
Secretary to the Board of Directors  
of Kansas State Bank of Manhattan

**Kansas State Bank Board Resolutions Approved at February 11, 2014 Board of Directors Meeting**

**Loans**

Be it resolved that, Michael H. Daniels, Steven K. Burr, Lowell L. Kohlmeier, James D. Ashcraft, Thad J. Hall, J. Graham Foust, Larry G. Parker, Shawn L. Hallowell, Mark A. Skochdopole, Lori Cunningham, Bill K. Stenfors, Michael Babich, Michael Beck, Frank Coumides, Dave Matthews, Doug Springer, Misty Vinduska, Jim Daniels, Nick Hudec, and Frank Mendoza be authorized as lending officers with the lending authority as specified in the Loan Policy as approved by the Board of Directors.

**Loan Approval**

Rebecca Small, Katty Handley and Darren Edgar are specifically authorized to approve and advance loans originated by all Mortgage Loan Originators in excess of their respective individual limits if they are secured by first real estate mortgages, which have written approval in the credit file from secondary market sources documenting their decision to purchase said loans.

**Insider Transactions**

Be it resolved that all insider transactions must be specifically approved by the Board of Directors. All insider transactions will become part of the minutes of each monthly Board Meeting. The Board of Directors of Kansas State Bank of Manhattan will need to consider, in advance, all loans to any Director, Executive Officer or related interest of a Director or Executive Officer. Approval will be subject to current financial information and no loan shall exceed the legal lending limit of Kansas State Bank of Manhattan.

**Executive Officers**

Be it resolved that Michael H. Daniels, Eric W. Valaika, Steven K. Burr, Lowell L. Kohlmeier and Tamara A. Zachariassen are deemed to be Executive Officers of Kansas State Bank of Manhattan.

**Bank Officers Given Authority To Represent the Bank**

Be it resolved that James Ashcraft, Michael Babich, Michael Beck, Frank Coumides, J. Graham Foust, Gregg Masterson, Roberta Hatford, H. Evan Howe, Marsha Jarvis, Rhett Johnston, D'Anne Latimore, Curt Loub, Shawn Hallowell, Larry Parker, Mark Skochdopole, Douglas Springer, Deborah Townsend, Dianna Welliver, Thad Hall, Nick Hudec, Frank Mendoza, Tami Camamo, Lori Cunningham, Bernadette Flood and Dave Matthews are given authority to represent Kansas State Bank.

**Pledge Securities**

Be it resolved that Michael H. Daniels, Eric W. Valaika, Steven K. Burr, Lowell L. Kohlmeier, Tamara A. Zachariassen, Dianna L. Welliver and Thad J. Hall are authorized to pledge/release securities as needed to secure borrowed money or secure deposits in accordance with banking regulations.

**Borrow Money**

Be it resolved that any Bank officer, Vice President or above, is authorized to borrow money via fed funds or repurchase agreements, with approved correspondent banks, to satisfy temporary liquidity needs as they occur. Other longer term borrowing, such as the Federal Reserve Bank seasonal borrowing program, FHLB borrowing, is authorized for, Michael H. Daniels, Eric W. Valaika, Steven K. Burr, Lowell L. Kohlmeier, Tamara A. Zachariassen, Dianna L. Welliver and Thad J. Hall.

**Approved Correspondent Entities**

Be it resolved that approval is hereby granted to establish, maintain and otherwise conduct account relationships in connection with checking accounts, purchase and sale of overnight fed funds, wire transfers, securities transactions, repurchase agreements and sale/purchase of mortgage loans, with the following banks:

Federal Reserve Bank, Kansas City, MO	Bankers Bank of Kansas
UMB Bank, Kansas City, MO	Wells Fargo Funding, Inc., Springfield, IL
Federal Home Loan Bank, Topeka, KS	EquiCredit Corporation of America
Leavenworth National Bank, Leavenworth, KS	TIB, Dallas, TX
Peoples National Bank and Trust, Overland Park, KS	BB&T, Winston-Salem, NC
First National Bank, Hutchinson, KS	US Bank, Minneapolis, MN
Country Club Bank, Kansas City, MO	SunTrust, Richmond, VA
Pacific Coast Bankers Bank	PNC Bank NA
Commercial National Bank, Kansas City, KS	M&T Bank
Federal Home Loan Bank, San Francisco, CA	Weststar
	New York Community Bank
	Urban Partnership Bank
	Franklin American
	CMG Mortgage
	Stonegate Mortgage
	Flagstar

<p><b>B. Business</b></p>	<p>Be it resolved that authorized that Executive Officers and "Bank Officers that were given authority to represent the bank" have authority to execute agreements as they deem necessary to conduct Bank business, including, but not limited to, Correspondent Banking activities.</p>
<p><b>Fed Funds</b></p>	<p>Be it resolved that Kansas State Bank of Manhattan may sell Fed Funds to any of its approved Correspondent Banks, as principal, on an unsecured basis to a limit of \$5,000,000.00 or on a secured basis to a limit of \$10,000,000.00. Fed Funds sold to UMB Bank of Kansas City, Country Club Bank of Kansas City, Country Club Bank of Kansas, are unlimited in amount, provided they are sold to these banks as agent and such sale will not create a concentration of credit to any one subsequent bank on their approved list.</p>
<p><b>Officers Loan Committee (OLC)/(OCM)</b></p>	<p>Be it resolved that members of the OLC will be Michael H. Daniels, Eric W. Valaika, Steven K. Burr, Lowell L. Kohlmeier, James D. Ashcraft, Thad J. Hall, Shawn L. Hallowell, J. Graham Foust Larry G. Parker, Gregg R. Masterson, Wendy King-Luttman, Roberta F. Hartford, Curtis A. Loub, Danelle K. Reichenberger, Ed. Klimek, Lori G. Cunningham, Tamara A. Zachariassen, Cindy Peschel, Bill K. Stenfors, Michael D. Babich, David Matthews, Douglas Springer, Frank Coumides, Melissa Gamino, Misty Vinduska, Nicole Block, Rory Peddicord, Dianna Welliver, Nick Hudec, Frank Hudec, Frank Mendoza, Bernadette Flood, Sherie Fisher, Malia Oliver, Jim Daniels, Kate Daniels, Tami Camamo, Michael Beck and a secretary appointed by the Committee Chairman. Chairman of the OLC will be Michael H. Daniels. Vice Chairman will be Steven K. Burr.</p>
<p><b>Asset Liability Management Committee (ALCO)</b></p>	<p>Be it resolved that voting members of the ALCO will be Michael H. Daniels, Eric W. Valaika, Steven K. Burr, Lowell L. Kohlmeier, Tamara A. Zachariassen, Gregg R. Masterson, Thad J. Hall and Dianna L. Welliver. Non-voting members will be a secretary as appointed by the Committee Chairman. Chairman of ALCO Tamara A. Zachariassen. Vice Chairman will be Michael H. Daniels.</p>
<p><b>Community Reinvestment Act Committee (CRA)</b></p>	<p>Be it resolved that members of the CRA Committee, which will monitor both CRA and The Home Mortgage Disclosure Act (HMDA) consist of all members listed above for the Officers Committee (OCM)/(OLC) as well as Audrey Vering, Brad McCune, D'Anne Latimore, Deborah Townsend, Kathy Swisher, Leia Edwards, Mark A. Skochdopole, Penny Alonso, Cameron Mott, Travis Overley, John Olson and Jenny Pauls. Chairman of the CRA will be Gregg R. Masterson. Vice Chairman will be Lowell L. Kohlmeier.</p>
<p><b>Audit Committee</b></p>	<p>Be it resolved that voting members of the Audit Committee will be Dennis Mullin and Roger A. Sink. Non-voting members of the Committee will be a secretary appointed by the Committee Chairman. Chairman of the Audit Committee will be Roger A. Sink.</p>
<p><b>Mortgage Banking Committee</b></p>	<p>Be it resolved that voting members of the Mortgage Banking Committee will be Doug Springer, Gregg Masterson, Eric Valaika, Rhett Johnston, Audrey Vering, Wanda York, Cameron Mott, and Mike Daniels. Chairman of Mortgage Banking Committee will be Doug Springer. Vice Chairman will be Audrey Vering.</p>
<p><b>Security Officer</b></p>	<p>Be it resolved that D'Anne M. Latimore will be the Security Officer for Kansas State Bank of Manhattan.</p>
<p><b>Compliance Officer</b></p>	<p>Be it resolved that Gregg R. Masterson will be the Compliance Officer for Kansas State Bank of Manhattan.</p>
<p><b>Bank Secrecy Act Officer</b></p>	<p>Be it resolved that Eric W. Valaika will be the Bank Secrecy Act Officer for Kansas State Bank of Manhattan.</p>
<p><b>Bank Secrecy Act and Identity Theft Committees</b></p>	<p>Be it resolved that voting members of the Bank Secrecy and Identity Theft Committees will be Eric W. Valaika, Gregg R. Masterson, Thad J. Hall, Dianna L. Welliver, D'Anne M. Latimore, Tamara A. Zachariassen, Doug Springer, Larry Parker and Audrey S. Vering. Non-voting members of the Committees will be a secretary appointed by the Committee Chairman. The Committee Chairman will be Eric W. Valaika.</p>
<p><b>401(k) Profit Sharing Plan</b></p>	<p>Be it resolved that the 401(k) Profit Sharing Plan established for the benefit of Kansas State Bank of Manhattan employees be approved for continuation in 2014. Be it further resolved that BPAS be designated as "Plan Administrator" and The Trust Company of Manhattan act as "Trustee" of the Kansas State Bank of Manhattan 401(k) Profit Sharing Plan.</p>
<p><b>401(k) Profit Sharing Committee</b></p>	<p>Be it resolved that the voting members of the 401(k) Profit Sharing Committee will be Michael H. Daniels and Eric Valaika. Non-voting members will be a secretary appointed by the Committee Chairman. 401(k) Profit Sharing Committee Chairman will be Eric W. Valaika.</p>

EXHIBIT A  
DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of October 15, 2014, between Kansas State Bank of Manhattan (Obligee) and State of New Hampshire (Obligor)

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Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Nine (9) Kubota Tractors with Mowers, Three (3) Hudson Trailers, Four (4) Tractors with Rotary Heads, Two (2) Volvo Rollers

Physical Address of Equipment after Delivery : Multiple Addresses

**MB TRACTOR EQUIPMENT LOCATIONS / VINS**

Line	Quantity	Count	Equipment	Make / Model	Garaging address / City	Equipment / Vin Number
1	1	1 of 9	Tractor/Rotary Mower 50hp	"Kubota" #L5460HST 50 HP Tractor with "Landpride" #RCR2672-01-1L rotary mower	NH DOT District 1, Patrol Shed 107W, 24 Foster Drive, Whitefield NH	
2	1	2 of 9	Tractor/Rotary Mower 50hp	"Kubota" #L5460HST 50 HP Tractor with "Landpride" #RCR2672-01-1L rotary mower	NH DOT District 1, Patrol Shed 107W, 24 Foster Drive, Whitefield NH	
3	1	3 of 9	Tractor/Rotary Mower 50hp	"Kubota" #L5460HST 50 HP Tractor with "Landpride" #RCR2672-01-1L rotary mower	NH DOT District 1, Patrol Shed 107W, 24 Foster Drive, Whitefield NH	
4	1	4 of 9	Tractor/Rotary Mower 50hp	"Kubota" #L5460HST 50 HP Tractor with "Landpride" #RCR2672-01-1L rotary mower	NH DOT District 1, Patrol Shed 107W, 24 Foster Drive, Whitefield NH	
5	1	5 of 9	Tractor/Rotary Mower 50hp	"Kubota" #L5460HST 50 HP Tractor with "Landpride" #RCR2672-01-1L rotary mower	NH DOT District 2 Patrol Shed 224 8 Eastman Hill Rd , Enfield NH	
6	1	6 of 9	Tractor/Rotary Mower 50hp	"Kubota" #L5460HST 50 HP Tractor with "Landpride" #RCR2672-01-1L rotary mower	NH DOT District 2 Patrol Shed 224 8 Eastman Hill Rd , Enfield NH	
7	1	7 of 9	Tractor/Rotary Mower 50hp	"Kubota" #L5460HST 50 HP Tractor with "Landpride" #RCR2672-01-1L rotary mower	NH DOT District 6 Patrol Shed 602 1011 Parker Mountain Road, Strafford NH	
8	1	8 of 9	Tractor/Rotary Mower 50hp	"Kubota" #L5460HST 50 HP Tractor with "Landpride" #RCR2672-01-1L rotary mower	NH DOT District 6 PS 606 50 Gerrish Road, Dover NH	
9	1	9 of 9	Tractor/Rotary Mower 50hp	"Kubota" #L5460HST 50 HP Tractor with "Landpride" #RCR2672-01-1L rotary mower	NH DOT District 6 Patrol Shed 610 61 Dow Lane, Rye NH	
10	1	1 of 4	Tractor/Boom Mower 97hp	"Kubota" #M110GXDTC 97 HP Tractor with "Tiger" #BB22 boom mower	NH DOT District 1 Patrol Shed 107W 24 Foster Drive, Whitefield NH	
	1	2 of 4	Tractor/Boom Mower 97hp	"Kubota" #M110GXDTC 97 HP Tractor with "Tiger" #BB22 boom mower	NH DOT District 1 Patrol Shed 107W 24 Foster Drive, Whitefield NH	
12	1	3 of 4	Tractor/Boom Mower 97hp	"Kubota" #M110GXDTC 97 HP Tractor with "Tiger" #BB22 boom mower	NH DOT District 2 Patrol Shed 224 8 Eastman Hill Rd , Enfield NH	
13	1	4 of 4	Tractor/Boom Mower 97hp	"Kubota" #M110GXDTC 97 HP Tractor with "Tiger" #BB22 boom mower	NH DOT District 6 Patrol Shed 604 1159 First NH Turnpike, Northwood NH	
14	1	1 of 3	Tag along Trailer 20ton	Hudson: #HDT18A 20 ton Tag Along Trailers	NH DOT District 4 Patrol Shed 404 679 West Main Street (Rt. 9) Hillsborough NH	
15	1	2 of 3	Tag along Trailer 20ton	Hudson: #HDT18A 20 ton Tag Along Trailers	NH DOT District 5 Patrol Shed 527 Rt. 101 Eastbound 2,000' west of Rt. 28 Bypass, Manchester NH	
16	1	3 of 3	Tag along Trailer 20ton	Hudson: #HDT18A 20 ton Tag Along Trailers	NH DOT District 5 Patrol Shed 526 Warner Rd 1,000 feet east of Route 103, Warner NH	

CHADWICK BAROSS EQUIPMENT LOCATIONS / VINS

Line	Quantity	Count	Equipment	Make / Model	Garaging address / City	Equipment / Vin Number
1	1	1 of 2	Asphalt Roller 5 ton	Volvo # SD45D Single Drum Compactor	NH DOT District 2, Patrol Shed 205 490 Rt 118, Canaan NH	
2	1	2 of 2	Asphalt Roller 5 ton	Volvo # SD45D Single Drum Compactor	NH DOT District 4 Patrol Shed 406 19 Base Hill Road, Swanzey NH	

**EXHIBIT B**  
**PAYMENT SCHEDULE**

**RE: Government Obligation Contract dated as of October 15, 2014, between KS StateBank (Obligee) and State of New Hampshire (Obligor)**

Date of First Payment:	March 1, 2015
Total Amount Financed:	\$1,013,997.56
Total Number of Payments:	Thirty-Six (36)
Number of Payments Per Year:	Twelve (12)
Interest Rate:	2.400%

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	1-Mar-15	\$29,220.91	\$2,028.00	\$27,192.91	\$992,229.10
2	1-Apr-15	\$29,220.91	\$1,973.61	\$27,247.30	\$964,686.71
3	1-May-15	\$29,220.91	\$1,919.12	\$27,301.79	\$937,097.73
4	1-Jun-15	\$29,220.91	\$1,864.51	\$27,356.40	\$909,462.08
5	1-Jul-15	\$29,220.91	\$1,809.80	\$27,411.11	\$881,779.68
6	1-Aug-15	\$29,220.91	\$1,754.98	\$27,465.93	\$854,050.45
7	1-Sep-15	\$29,220.91	\$1,700.05	\$27,520.86	\$826,274.31
8	1-Oct-15	\$29,220.91	\$1,645.00	\$27,575.91	\$798,451.18
9	1-Nov-15	\$29,220.91	\$1,589.85	\$27,631.06	\$770,580.98
10	1-Dec-15	\$29,220.91	\$1,534.59	\$27,686.32	\$742,663.64
11	1-Jan-16	\$29,220.91	\$1,479.22	\$27,741.69	\$714,699.07
12	1-Feb-16	\$29,220.91	\$1,423.73	\$27,797.18	\$686,687.19
13	1-Mar-16	\$29,220.91	\$1,368.14	\$27,852.77	\$658,627.93
14	1-Apr-16	\$29,220.91	\$1,312.43	\$27,908.48	\$630,521.20
15	1-May-16	\$29,220.91	\$1,256.62	\$27,964.29	\$602,366.92
16	1-Jun-16	\$29,220.91	\$1,200.69	\$28,020.22	\$574,165.01
17	1-Jul-16	\$29,220.91	\$1,144.65	\$28,076.26	\$545,915.40
18	1-Aug-16	\$29,220.91	\$1,088.50	\$28,132.41	\$517,618.00
19	1-Sep-16	\$29,220.91	\$1,032.23	\$28,188.68	\$489,272.73
20	1-Oct-16	\$29,220.91	\$975.85	\$28,245.06	\$460,879.51
21	1-Nov-16	\$29,220.91	\$919.36	\$28,301.55	\$432,438.25
22	1-Dec-16	\$29,220.91	\$862.76	\$28,358.15	\$403,948.88
23	1-Jan-17	\$29,220.91	\$806.04	\$28,414.87	\$375,411.32
24	1-Feb-17	\$29,220.91	\$749.21	\$28,471.70	\$346,825.48
25	1-Mar-17	\$29,220.91	\$692.27	\$28,528.64	\$318,191.28
26	1-Apr-17	\$29,220.91	\$635.21	\$28,585.70	\$289,508.64
27	1-May-17	\$29,220.91	\$578.04	\$28,642.87	\$260,777.48
28	1-Jun-17	\$29,220.91	\$520.76	\$28,700.15	\$231,997.72
29	1-Jul-17	\$29,220.91	\$463.36	\$28,757.55	\$203,169.27
30	1-Aug-17	\$29,220.91	\$405.84	\$28,815.07	\$174,292.05
31	1-Sep-17	\$29,220.91	\$348.21	\$28,872.70	\$145,365.98
32	1-Oct-17	\$29,220.91	\$290.46	\$28,930.45	\$116,390.98
33	1-Nov-17	\$29,220.91	\$232.60	\$28,988.31	\$87,366.96
34	1-Dec-17	\$29,220.91	\$174.63	\$29,046.28	\$58,293.85
35	1-Jan-18	\$29,220.91	\$116.53	\$29,104.38	\$29,171.55
36	1-Feb-18	\$29,220.91	\$58.35	\$29,162.56	\$0.00

If paid timely, per 36-month schedule, total amount paid in principal and interest will be \$1,051,952.76.

State of New Hampshire

  
 Signature  
 William P. Donnell - Director of Operations  
 Printed Name and Title

\*Assumes all Contract Payments due to date are paid



# INVOICE

**BILL TO:**

State of New Hampshire  
Attn: Accounts Payable  
7 Hazen Drive  
Concord, New Hampshire 03302-0483

<b>INVOICE DATE:</b>	January 27, 2015
<b>CONTRACT NUMBER:</b>	3346760
<b>PAYMENT AMOUNT:</b>	\$29,220.91
<b>PAYMENT DUE DATE:</b>	March 1, 2015

DESCRIPTION	AMOUNT
<b>Contract Payment</b>	\$29,220.91
Government Obligation Contract Dated as of October 15, 2014 for Nine (9) Kubota Tractors with Mowers, Three (3) Hudson Trailers, Four (4) Tractors with Rotary Heads, Two (2) Volvo Rollers	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	<b>\$29,220.91</b>
	<b>TOTAL DUE</b>

**Please remit payment to:** KS StateBank  
Government Finance Dept.  
P.O. Box 69  
Manhattan, KS 66505-0069

**For inquiries:** (877) 587-4054



# INVOICE

**BILL TO:**

State of New Hampshire  
Attn: Accounts Payable  
7 Hazen Drive  
Concord, New Hampshire 03302-0483

<b>INVOICE DATE:</b>	January 27, 2015
<b>CONTRACT NUMBER:</b>	3346760
<b>PAYMENT AMOUNT:</b>	\$29,220.91
<b>PAYMENT DUE DATE:</b>	April 1, 2015

DESCRIPTION	AMOUNT
<b>Contract Payment</b>	\$29,220.91
Government Obligation Contract Dated as of October 15, 2014 for Nine (9) Kubota Tractors with Mowers, Three (3) Hudson Trailers, Four (4) Tractors with Rotary Heads, Two (2) Volvo Rollers	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	<b>\$29,220.91</b>
	<b>TOTAL DUE</b>

**Please remit payment to:** KS StateBank  
Government Finance Dept.  
P.O. Box 69  
Manhattan, KS 66505-0069

**For inquiries:** (877) 587-4054

EXHIBIT C

ACCEPTANCE OF OBLIGATION  
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of October 15, 2014, between Kansas State Bank of Manhattan (Obligee) and State of New Hampshire (Obligor)

---

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

State of New Hampshire

  
Signature  
William P. Farelle, Director of Operations  
Printed Name and Title

WAS (2/8/14

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EXHIBIT E  
OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of October 15, 2014, between Kansas State Bank of Manhattan (Obligee) and State of New Hampshire (Obligor)

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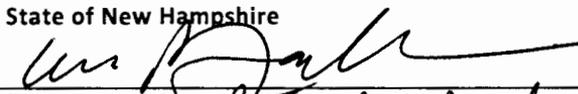
I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : Highway Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

State of New Hampshire

  
\_\_\_\_\_  
Signature  
William P. Tonello, Director of Operations  
\_\_\_\_\_  
Printed Name and Title

LAS 12/8/14



## EXHIBIT F

## PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of October 15, 2014, between Kansas State Bank of Manhattan (Obligee) and State of New Hampshire (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ \_\_\_\_\_ and this amount is consistent with the Contract between Obligor and Vendor.
2. Payment is to be made to: Payee: \_\_\_\_\_
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) invoice from the Vendor, (2) copy of the Contract between Obligor and Vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing Kansas State Bank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

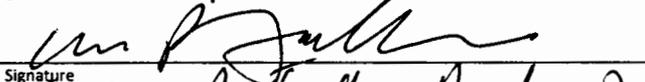
Please forward this document and any correspondence relating to vendor payment to:

kkuckelman@ksstatebank.com

or Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

State of New Hampshire



Signature

William P. Lovell, Director of Operations

Printed Name and Title

1128 (2/8/12

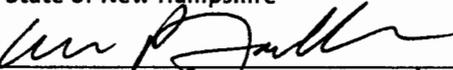
EXHIBIT G  
SIGNATURE CARD

RE: Government Obligation Contract dated as of October 15, 2014, between Kansas State Bank of Manhattan (Obligee) and State of New Hampshire (Obligor)

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The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from State of New Hampshire.

State of New Hampshire

  
Signature  
William J. Ferrelle, Director of Operations  
Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

RA8 (2/8/14)

EXHIBIT H  
OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of October 15, 2014, between Kansas State Bank of Manhattan (Obligee) and State of New Hampshire (Obligor)

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Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: MB Tractor & Equipment  
Phone: 603-630-0800  
Contact Person: Zachary J Langlois  
Equipment: Qty. 4 Ea. 97HP Tractor w/Boom Mower  
Amount of Equipment: \_\_\_\_\_

Vendor Name: MB Tractor & Equipment  
Phone: 603-630-0800  
Contact Person: Zachary J. Langlois  
Equipment: Qty. 9 Ea. 50HP Tractor w/Rotary Mower  
Amount of Equipment: \_\_\_\_\_

Vendor Name: MB Tractor & Equipment  
Phone: 603-630-0800  
Contact Person: Zachary J. Langlois  
Equipment: Qty. 3 Ea. 20 ton Tag Trailers  
Amount of Equipment: \_\_\_\_\_

Vendor Name: Chadwick & BaRoss  
Phone: 603-731-3846  
Contact Person: David Libby  
Equipment: Qty. 2 Ea. 5 Ton Asphalt Rollers  
Amount of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Equipment: \_\_\_\_\_  
Amount of Equipment: \_\_\_\_\_

Obligor will immediately notify Obligee if any of the information listed above is changed.

## INSURANCE REQUIREMENTS

---

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

<b>Insured:</b> State of New Hampshire 7 Hazen Drive Concord, New Hampshire 03302-0483	<b>Certificate Holder:</b> Kansas State Bank of Manhattan 1010 Westloop, P.O. Box 69 Manhattan, Kansas 66505-0069
---	--

1. **Equipment Description**
  - ◆ Nine (9) Kubota Tractors with Mowers, Three (3) Hudson Trailers, Four (4) Tractors with Rotary Heads, Two (2) Volvo Rollers
  - ◆ Please include all applicable VIN's, serial numbers, etc.
2. **Physical Damage**
  - ◆ All risk coverage to guarantee proceeds of at least \$1,013,997.56.
3. **Liability**
  - ◆ Minimum Combined Single Limit of \$500,000.00 on bodily injury and property damage.
4. **Additional Insured and Loss Payee**
  - ◆ Kansas State Bank and/or Its Assigns MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to:      Fax: (785) 587-4016  
or  
Email: [kkuckelman@ksstatebank.com](mailto:kkuckelman@ksstatebank.com)

Please complete the information below and return this form along with the Contract.

---

State of New Hampshire

Insurance Company: ACADIA INSURANCE COMPANY

Agent's Name: THE ROWLEY AGENCY, INC.

Telephone #: 603-224-2562

Fax #: 603-224-8011

Address: 139 LOUDON ROAD

City, State Zip: CONCORD, NH 03302-0511

Email: jporter@rowleyagency.com

**RECEIVED**  
AUG 15 2014  
NH DOT MECHANICAL SERV.

# INSURANCE PROPOSAL

*Presented By*



**THE ROWLEY AGENCY** INC.  
**INSURANCE • BONDS • BENEFITS**

...an Assurex Global Partner

State of NH  
Department of Transportation  
C/O Risk Management Unit  
25 Capitol St, Room 412  
Concord NH 03301

*Quote for Leased Tractors Trailers and Rollers –  
Kansas State Bank Lease*

Account Executive: Robert C. Simpson, II  
Vice President  
Account Manager: Jennifer Porter  
Address: 139 Loudon Road, PO Box 511  
Concord, NH 03302-0511  
Phone: (603) 224-2562 or 1-800-238-3840  
Date: 12/16/14

This proposal is intended to be a general overview of the policies and coverages provided. It is merely descriptive and should be used for reference purposes only. You should refer to the actual policy for its terms, conditions, definitions and exclusions. Your Account Executive or Account Manager will be more than pleased to assist you in reviewing your coverages

## **The Rowley Agency, Inc Staff**

**We are pleased to introduce the following staff members to handle your account:**

**Robert C. Simpson II, MHS**  
Vice President  
Voice mail extension 1647  
[rsimpson@rowleyagency.com](mailto:rsimpson@rowleyagency.com)

**Jennifer Porter, CIC ACSR**  
Account Manager  
Voice Mail Extension 1624  
[jporter@rowleyagency.com](mailto:jporter@rowleyagency.com)

**Cathy Briggs, AAI**  
Claims Consultant  
Voice Mail Extension 1627  
[csullivan@rowleyagency.com](mailto:csullivan@rowleyagency.com)

## AUTO LIABILITY POLICY

Named Insured: The State of New Hampshire - DOT  
Company Name: Acadia Insurance Company  
Policy Term: TBD

<u>Limits</u>	<u>Coverage Description</u>
\$275,000	Auto liability – per person
\$550,000	Auto Liability – each accident

Liability Symbol 7

**Will include Endorsement CA9916 – Hired autos specified as covered autos you own**

**Cost per liability unit: \$179.75 each; 18 units= \$3,235.50**

## Physical Damage

Named Insured: The State of New Hampshire - DOT  
Company Name: Acadia Insurance Company  
Policy Term: TBD

<u>Limits</u>	<u>Coverage Description</u>
	per attached schedule

Deductibles: see attached schedule

ACV basis

Total annual physical damage cost for all 18 pieces: \$6,414

**Total Annual Liability and physical damage cost : \$9,649.50**

LINE	YEAR	DEALER	DESCRIPTION	VIN	GARAGED LOCATION	COST NEW	COMP	PHYSICAL DAMAGE	DEDUCTIBLE		TOTAL ANNUAL COST / UNIT	
									LIABILITY	COMP		
1	2014	MB Tractor	Tractor/Rotary Mower 50hp	TBD	Whitefield	\$32,189.00	\$250.00	\$500.00	\$179.95	\$100.00	\$244.00	\$523.95
2	2014	MB Tractor	Tractor/Rotary Mower 50hp	TBD	Whitefield	\$32,189.00	\$250.00	\$500.00	\$179.95	\$100.00	\$244.00	\$523.95
3	2014	MB Tractor	Tractor/Rotary Mower 50hp	TBD	Whitefield	\$32,189.00	\$250.00	\$500.00	\$179.95	\$100.00	\$244.00	\$523.95
4	2014	MB Tractor	Tractor/Rotary Mower 50hp	TBD	Whitefield	\$32,189.00	\$250.00	\$500.00	\$179.95	\$100.00	\$244.00	\$523.95
5	2014	MB Tractor	Tractor/Rotary Mower 50hp	TBD	Enfield	\$32,189.00	\$250.00	\$500.00	\$179.95	\$100.00	\$244.00	\$523.95
6	2014	MB Tractor	Tractor/Rotary Mower 50hp	TBD	Enfield	\$32,189.00	\$250.00	\$500.00	\$179.95	\$100.00	\$244.00	\$523.95
7	2014	MB Tractor	Tractor/Rotary Mower 50hp	TBD	Stratford	\$32,189.00	\$250.00	\$500.00	\$179.95	\$100.00	\$244.00	\$523.95
8	2014	MB Tractor	Tractor/Rotary Mower 50hp	TBD	Dover	\$32,189.00	\$250.00	\$500.00	\$179.95	\$100.00	\$244.00	\$523.95
9	2014	MB Tractor	Tractor/Rotary Mower 50hp	TBD	Rye	\$32,189.00	\$250.00	\$500.00	\$179.95	\$100.00	\$244.00	\$523.95
10	2014	MB Tractor	Tractor/Boom Mower 97hp	TBD	Whitefield	\$100,817.00	\$500.00	\$1,000.00	\$179.95	\$100.00	\$244.00	\$523.95
11	2014	MB Tractor	Tractor/Boom Mower 97hp	TBD	Whitefield	\$100,817.00	\$500.00	\$1,000.00	\$179.95	\$100.00	\$244.00	\$523.95
12	2014	MB Tractor	Tractor/Boom Mower 97hp	TBD	Enfield	\$100,817.00	\$500.00	\$1,000.00	\$179.95	\$100.00	\$244.00	\$523.95
13	2014	MB Tractor	Tractor/Boom Mower 97hp	TBD	Northwood	\$100,817.00	\$500.00	\$1,000.00	\$179.95	\$100.00	\$244.00	\$523.95
14	2014	MB Tractor	Tag along Trailer 20ton	TBD	Hillsborough	\$23,300.00	\$250.00	\$500.00	\$179.95	\$100.00	\$244.00	\$523.95
15	2014	MB Tractor	Tag along Trailer 20ton	TBD	Manchester	\$23,300.00	\$250.00	\$500.00	\$179.95	\$100.00	\$244.00	\$523.95
16	2014	MB Tractor	Tag along Trailer 20ton	TBD	Warner	\$23,300.00	\$250.00	\$500.00	\$179.95	\$100.00	\$244.00	\$523.95
17	2014	Chadwick-BaRoss	SD45D 5 Ton Roller	TBD	Canaan NH	\$75,000.00	\$250.00	\$500.00	\$179.95	Included	\$455.00	\$634.95
18	2014	Chadwick-BaRoss	SD45D 5 Ton Roller	TBD	Swanzey NH	\$75,000.00	\$250.00	\$500.00	\$179.95	Included	\$455.00	\$634.95

**\$9,653.10**

## Michael Walsh

---

**From:** Bill Dwyer <bdwyer@treasury.state.nh.us>  
**Sent:** Monday, December 22, 2014 10:31 AM  
**To:** Michael Walsh  
**Cc:** John.Conforti@doj.nh.gov; Leonard Russell  
**Subject:** RE: Treasury Documents for Kansas State bank lease - purchase

Mike, has Christie Martin at Edwards Wildman reviewed the lease financing contract and the Form 8038-G?

I sent you the following note on 12-3:

Thanks, Mike. I can give conditional Treasury approval, subject to the completion and submission of the final Form 8038-G based on the true funding date, which is contingent upon G&C approval. All of the other necessary elements are in place, and once the IRS form has been populated you can forward the original documentation package to me for sign-off. Please note that my direct line is 271-2624.

**From:** Michael Walsh [<mailto:MWalsh2@dot.state.nh.us>]  
**Sent:** Monday, December 22, 2014 10:22 AM  
**To:** Bill Dwyer  
**Cc:** [John.Conforti@doj.nh.gov](mailto:John.Conforti@doj.nh.gov); Leonard Russell  
**Subject:** Treasury Documents for Kansas State bank lease - purchase

Hello Bill, DOT is putting the finishing touches on the KSB lease / purchase agreement. It has been requested the Treasury review, approve and sign off where applicable on the attached package prior to G + C Submittal. Could you please review the attached, approve and sign if acceptable and contact me if there are issues?

Thanks and regards, Mike

*Michael P. Walsh II*

Assistant Administrator  
NH DOT – Bureau of Mechanical Services  
Tel. 603-271-3721  
Fax. 603-271-1649  
E-mail. [mwalsh2@dot.state.nh.us](mailto:mwalsh2@dot.state.nh.us)

State of New Hampshire  
Department of Transportation  
John O. Morton Building, 7 Hazen Drive  
P.O. Box 483  
Concord, New Hampshire

**Supplemental Information: IRS Form 8038-G**

EIN# 02-6000618

The State of New Hampshire, Department of Transportation is a state government entity.

The leasing agreement is for:

- (2) Asphalt Rollers
- (3) Equipment Trailers
- (9) Tractors with rotary mowers, and
- (4) Tractors with boom mowers to be used by the New Hampshire Department of Transportation, Bureau of Highway Maintenance in the performance of road maintenance tasks.

The leased asphalt rollers are being added to the fleet to allow crews to better schedule work and spend less time moving equipment between projects and provide better opportunity for more effective compaction for those projects that are currently performed by small plate compactors. The other leased equipment described above will replace existing units that are currently rented under contract rental agreements.

The Bureau of Highway Maintenance has 6 District Offices with 88 Patrol Sheds throughout those Districts that serve the entire state geographically. These crews perform varied activities such as plowing, sanding and de-icing during snowstorms, paving and drainage repairs, culvert repairs, tree cutting and removal, and restoring roads after washouts and state emergencies. In order to perform the Bureau of Highway Maintenance duties, the equipment to be leased will be required and used on a regular basis.

This lease program was reviewed and approved by the New Hampshire Department of Treasury as to compliance with RSA 6:35-State Leases.

# NH State Treasury Agency Lease Questionnaire

## CHAPTER 6 STATE TREASURER AND STATE ACCOUNTS

### State Leases

**6:35 State Leases.** – The 10-year limitation does not apply to leases for state facility energy cost reduction projects pursuant to RSA 21-I:19-a through RSA 21-I:19-e, which shall be subject to the term limitation applicable to energy performance contracts, as defined therein. The treasurer may establish financing criteria to be met by any state agency or department before entering into leases for equipment. In no instance shall the term of such lease exceed 10 years. For purposes of this section "leases" shall include lease-purchase, sale and lease back, installment sale, or other similar agreements entered into by various agencies or departments to acquire such equipment from time to time for the agencies or departments; provided that funding for such equipment leases was specifically approved by the legislature in a budget. Payment obligations under any lease entered into under this section shall be subject to annual appropriation and shall not be treated as debt obligations of the state. Nothing in this chapter shall prohibit the treasurer from entering into financing agreements or executing any related documents, including any document creating or confirming any security interest retained by the seller or lessor of the equipment. *(emphasis added)*

Please read RSA 6:35 to familiarize yourself with the statutory requirements for State of New Hampshire lease transactions. In order to provide a brief overview of the asset and financing arrangement, please submit responses for the following items:

1. Has funding for the lease payments under consideration been specifically approved by the state legislature? Please provide a copy of the relevant excerpt from the biennial operating budget containing the line item for the appropriate accounting unit.

Funding for the asphalt rollers, tractors with rotary mowers, tractors with boom mowers and trailers have been approved by the legislature as part of the Departments operating budget. Funding is available in 04-096-096-960515-3007 Highway Maintenance Bureau.

2. Has the financing schedule been submitted to the Deputy State Treasurer for analysis and approval? If so, confirm rate found to be reasonable and that there are sufficient appropriations available to cover the lease payments. If not, what is the time frame for submission?

This agreement has been reviewed by State Treasurer William Dwyer, (271-2624). The IRR analysis is attached at 1.08%.

3. Have both the Department of Administrative Services (DAS) and the Attorney General's office (AGO) been notified so that they can conduct their reviews of the lease documentation? If so, please provide the contact information for those conducting the review at DAS and AGO. If not, what is the time frame for submission?  
AG John Conforti, SNH Department of Justice (Tel 271.1211) has reviewed the lease documents. Alan Hoffinan, SNH Department of Administrative Services, Purchase and Property (Tel 271.2550) point of contact.

If an Escrow Agreement is involved, will it require a State bank account? Who will be the signatory(ies)? Please provide a brief summary of how the account will operate. Has Governor & Council approval to open the State bank account been obtained? (attach appropriate documentation for the escrow agreement, if needed)  
Not Applicable.

4. Does the lease agreement require filing of an IRS form 8038-G or 8038- GC? If so, has the Department provided to the State Treasury all information necessary to complete the required IRS forms, particularly the lease financing contract? Please note that the State Treasury will work with bond counsel to ensure filing of required IRS forms and will provide a copy of the completed and filed form to the Department.

DOT has provided to bond counsel all information necessary to complete IRS Form 8038-G. Bond counsel has provided a signature copy of the Form to State Treasurer, who will sign off upon confirmation of G&C approval and return Form to bond counsel for filing with the IRS.

Submitted by: Leonard L. Russell Position Title/Agency: Finance Administrator, Department of Transportation  
Phone/Email: 603.271.2546 / LRUSSELL@dot.state.nh.us  
Date: November 26, 2014

Reviewed/Approved: William E. Dwyer  
State Treasury

Date: Jan. 29, 2015



**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
 ► See separate instructions.  
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name State of New Hampshire		2 Issuer's employer identification number (EIN) 02-6000618	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) State Treasury, State House Annex, 25 Capitol Street		Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Concord, New Hampshire 03301		7 Date of issue 2/11/2015	
8 Name of issue General Obligation Lease		9 CUSIP number None.	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) William F. Dwyer, State Treasurer		10b Telephone number of officer or other employee shown on 10a (603) 271-2624	

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	1,013,998
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	2/1/2018	\$ 1,013,998	\$ 1,013,998	1.532 years	2.4000%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest	22	676
23	Issue price of entire issue (enter amount from line 21, column (b))	23	1,013,998
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0
25	Proceeds used for credit enhancement	25	0
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0
27	Proceeds used to currently refund prior issues	27	0
28	Proceeds used to advance refund prior issues	28	0
29	Total (add lines 24 through 28)	29	0
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,013,998

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded	_____	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	_____	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____	

For Paperwork Reduction Act Notice, see separate instructions.



**Part VI Miscellaneous**

<p><b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .</p> <p><b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .</p> <p style="margin-left: 20px;"><b>b</b> Enter the final maturity date of the GIC ▶ _____</p> <p style="margin-left: 20px;"><b>c</b> Enter the name of the GIC provider ▶ _____</p> <p><b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .</p> <p><b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;"><b>b</b> Enter the date of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;"><b>c</b> Enter the EIN of the issuer of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;"><b>d</b> Enter the name of the issuer of the master pool obligation ▶ _____</p> <p><b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input type="checkbox"/></p> <p><b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/></p> <p><b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;"><b>b</b> Name of hedge provider ▶ _____</p> <p style="margin-left: 20px;"><b>c</b> Type of hedge ▶ _____</p> <p style="margin-left: 20px;"><b>d</b> Term of hedge ▶ _____</p> <p><b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/></p> <p><b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input checked="" type="checkbox"/></p> <p><b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input checked="" type="checkbox"/></p> <p><b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____</p> <p style="margin-left: 20px;"><b>b</b> Enter the date the official intent was adopted ▶ _____</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 10%;"><b>35</b></td> <td style="text-align: right; width: 10%;">0</td> </tr> <tr> <td style="text-align: center;"><b>36a</b></td> <td style="text-align: right;">0</td> </tr> <tr> <td style="text-align: center;"><b>37</b></td> <td style="text-align: right;">0</td> </tr> </table>	<b>35</b>	0	<b>36a</b>	0	<b>37</b>	0
<b>35</b>	0						
<b>36a</b>	0						
<b>37</b>	0						

<b>Signature and Consent</b>	<p>Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.</p>		
	Signature of issuer's authorized representative	2/11/2015 Date	William F. Dwyer, State Treasurer Type or print name and title

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Christie Lombard Martin		2/11/2015		P01449505
	Firm's name ▶ Locke Lord LLP	Firm's EIN ▶ 74-1164324		Firm's address ▶ 111 Huntington Avenue, Boston, Massachusetts 02199	
	Firm's address ▶ 111 Huntington Avenue, Boston, Massachusetts 02199		Phone no. (617) 239-0380		

MHDDOT Lease-Purchase B for Equipment Trailers

Bidder	Year	Make	Model	Delivery (Days)	Purchase Value	36-Month Lease-Purchase		48-Month Lease-Purchase		60-Month Lease-Purchase							
						Monthly Lease Payment	Total Lease Payments (Purchase)	Monthly Lease Payment	Total Lease Payments (Purchase)	Monthly Lease Payment	Total Lease Payments (Purchase)						
MB Tractor & Equipment	2013	Hudson	HDT18A	60	\$23,300.00	\$647.45	\$23,308.20	\$1.00	\$23,309.20	\$517.59	\$24,844.32	\$1.00	\$24,845.32	\$441.25	\$26,475.00	\$1.00	\$26,476.00

Chosen Payment Schedule:

Payment Number	Monthly Lease Payment	IRR
Purch. Value	\$23,300.00	0.00%

Total of lease payments is less than purchase value

Payment Number	Monthly Lease Payment
1	(\$647.45)
2	(\$647.45)
3	(\$647.45)
4	(\$647.45)
5	(\$647.45)
6	(\$647.45)
7	(\$647.45)
8	(\$647.45)
9	(\$647.45)
10	(\$647.45)
11	(\$647.45)
12	(\$647.45)
13	(\$647.45)
14	(\$647.45)
15	(\$647.45)
16	(\$647.45)
17	(\$647.45)
18	(\$647.45)
19	(\$647.45)
20	(\$647.45)
21	(\$647.45)
22	(\$647.45)
23	(\$647.45)
24	(\$647.45)
25	(\$647.45)
26	(\$647.45)
27	(\$647.45)
28	(\$647.45)
29	(\$647.45)
30	(\$647.45)
31	(\$647.45)
32	(\$647.45)
33	(\$647.45)
34	(\$647.45)
35	(\$647.45)
36	(\$647.45)
37	(\$647.45)
38	(\$647.45)
39	(\$647.45)
40	(\$647.45)
41	(\$647.45)
42	(\$647.45)
43	(\$647.45)
44	(\$647.45)
45	(\$647.45)
46	(\$647.45)
47	(\$647.45)
48	(\$647.45)
49	(\$647.45)
50	(\$647.45)
51	(\$647.45)
52	(\$647.45)
53	(\$647.45)
54	(\$647.45)
55	(\$647.45)
56	(\$647.45)
57	(\$647.45)
58	(\$647.45)
59	(\$647.45)
60	(\$647.45)
<b>Total</b>	<b>\$23,308.20</b>

Bidder	Year	Make	Model	Delivery (Days)	Purchase Value	36-Month Lease-Purchase			48-Month Lease-Purchase			60-Month Lease-Purchase			
						Monthly Lease Payment	Total Lease Payments	Final Payment (Purchase)	Monthly Lease Payment	Total Lease Payments	Final Payment (Purchase)	Monthly Lease Payment	Total Lease Payments	Final Payment (Purchase)	
MB Tractor & Equipment	2013 or newer	Kubota	L5460HST Tractor with Landpikle RCR2672672-01-41	60	\$32,189.00	\$1,075.45	\$38,718.20	\$1.00	\$38,717.20	\$882.12	\$42,341.76	\$1.00	\$42,342.76	\$785.30	\$47,119.00

Chosen Payment Schedule:

Payment Number	Monthly Lease Payment	IRR
1	\$32,189.00	1.93%

Payment Number	Monthly Lease Payment
1	(\$1,075.45)
2	(\$1,075.45)
3	(\$1,075.45)
4	(\$1,075.45)
5	(\$1,075.45)
6	(\$1,075.45)
7	(\$1,075.45)
8	(\$1,075.45)
9	(\$1,075.45)
10	(\$1,075.45)
11	(\$1,075.45)
12	(\$1,075.45)
13	(\$1,075.45)
14	(\$1,075.45)
15	(\$1,075.45)
16	(\$1,075.45)
17	(\$1,075.45)
18	(\$1,075.45)
19	(\$1,075.45)
20	(\$1,075.45)
21	(\$1,075.45)
22	(\$1,075.45)
23	(\$1,075.45)
24	(\$1,075.45)
25	(\$1,075.45)
26	(\$1,075.45)
27	(\$1,075.45)
28	(\$1,075.45)
29	(\$1,075.45)
30	(\$1,075.45)
31	(\$1,075.45)
32	(\$1,075.45)
33	(\$1,075.45)
34	(\$1,075.45)
35	(\$1,075.45)
36	(\$1,075.45)
37	(\$1,075.45)
38	(\$1,075.45)
39	(\$1,075.45)
40	(\$1,075.45)
41	(\$1,075.45)
42	(\$1,075.45)
43	(\$1,075.45)
44	(\$1,075.45)
45	(\$1,075.45)
46	(\$1,075.45)
47	(\$1,075.45)
48	(\$1,075.45)
49	(\$1,075.45)
50	(\$1,075.45)
51	(\$1,075.45)
52	(\$1,075.45)
53	(\$1,075.45)
54	(\$1,075.45)
55	(\$1,075.45)
56	(\$1,075.45)
57	(\$1,075.45)
58	(\$1,075.45)
59	(\$1,075.45)
60	(\$1,075.45)
<b>Total</b>	<b>\$38,716.20</b>



NHDOT Lease-Purch for 5 Ton Rollers

Bidder	Year	Make	Model	Delivery (Days)	Purchase Value	36-Month Lease-Purchase		48-Month Lease-Purchase		60-Month Lease-Purchase	
						Monthly Lease Payment	Total Lease Payments	Monthly Lease Payment	Total Lease Payments	Monthly Lease Payment	Total Lease Payments
Chadwick BarRoss	2013	Volvo	SD45D	60	\$86,600.00	\$2,086.64	\$75,119.04	\$1,681.47	\$80,710.56	\$1,401.98	\$84,119.80
							\$1.00		\$1.00		\$1.00

Chosen Payment Schedule:

Payment Number	Monthly Lease Payment	IRR
1	\$86,600.00	-0.75%
2	(\$2,086.64)	
3	(\$2,086.64)	
4	(\$2,086.64)	
5	(\$2,086.64)	
6	(\$2,086.64)	
7	(\$2,086.64)	
8	(\$2,086.64)	
9	(\$2,086.64)	
10	(\$2,086.64)	
11	(\$2,086.64)	
12	(\$2,086.64)	
13	(\$2,086.64)	
14	(\$2,086.64)	
15	(\$2,086.64)	
16	(\$2,086.64)	
17	(\$2,086.64)	
18	(\$2,086.64)	
19	(\$2,086.64)	
20	(\$2,086.64)	
21	(\$2,086.64)	
22	(\$2,086.64)	
23	(\$2,086.64)	
24	(\$2,086.64)	
25	(\$2,086.64)	
26	(\$2,086.64)	
27	(\$2,086.64)	
28	(\$2,086.64)	
29	(\$2,086.64)	
30	(\$2,086.64)	
31	(\$2,086.64)	
32	(\$2,086.64)	
33	(\$2,086.64)	
34	(\$2,086.64)	
35	(\$2,086.64)	
36	(\$2,086.64)	
37		
38		
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51		
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53		
54		
55		
56		
57		
58		
59		
60		
Total	\$75,119.04	

Total of lease payments is less than purchase value



Subject: MB Tractor & Equipment - Lease / Purchase trailers , Mowers and Tractors

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 Highway Maintenance		1.2 State Agency Address Morton Building, 7 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Summa Humma Enterprises LLC, DBA : MB Tractor & Equip.		1.4 Contractor Address 194 Plaistow Road Plaistow NH, 03865	
1.5 Contractor Phone Number 603-630-0800	1.6 Account Number 04-96-96-960515-3007 022	1.7 Completion Date 1/1/2018	1.8 Price Limitation \$903,160.80
1.9 Contracting Officer for State Agency Michael B. Walsh II		1.10 State Agency Telephone Number 603-271-1667	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory Zachary J. Longbrax Sales Rep	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>10/15/14</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 <i>[Signature]</i> [Seal]			
1.13.2 Name and Title of Notary Public or Justice of the Peace <b>KAREN M PROULX</b> Notary Public, New Hampshire My Commission Expires June 20, 2017			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Mr. Han P. Foubler, 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) By: <i>[Signature]</i> On: 12/31/14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

SIGN

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

Contractor Initials 24  
Date 10/15/14

## 8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

## 14. INSURANCE.

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

**I. INTRODUCTION**

The Contractor (hereafter referred to as the "Contractor") hereby agrees to supply and deliver for the state of New Hampshire as described herein.

- 3 Ea. New Hudson #HDT18A 20 ton Tag Along Trailers per bid #96-14 specifications
- 4 Ea. New Kubota #M110GXDTC 97 HP Tractor with flail mower per bid #177-14
- 9 Ea. New Kubota #L5460HST 50 HP Tractor with rotary mower per bid #177-14

**II. CONTRACT DOCUMENTS**

This contract consists of the following documents ("contract documents" ) in order of precedence:

- State of New Hampshire terms and Conditions, General provisions form P-37
- Exhibit A Scope of Services
- Exhibit B Payment Terms
- Exhibit C Special Provisions
- Exhibit D RFB 96-14 ( trailers) & 177-14 (tractors with mowers)
- Exhibit E Equipment Description

**III. SCOPE**

This contract is to establish an agreement to provide the following to the state of New Hampshire, Department of Transportation, Bureau of Highway Maintenance

- Supply paint test results meeting the specifications stated within
- Supply and deliver equipment as specified in the timeframe specified within
- Provide Equipment training per the specifications stated within
- Provide warranty and maintenance service per the specifications stated within

**IV. TERM**

The term of this contract shall be for thirty six month (36) commencing upon the approval by the state of New Hampshire Governor and Council and will stay in effect for the term of the agreement (36 months).

**V. WARRANTY**

Contractor shall supply a warranty covering the equipment, including all parts, labor and transportation for the duration of the agreement (36 months) from date of delivery and NH DOT acceptance

- Contractor shall perform warranty work at a location designated by NH DOT within three (3) working days of notification. Any and all transportation cost incurred shall be borne by the Contractor. Daily preventative maintenance as recommended by the manufacturer shall be performed by NH DOT.
- All preventative maintenance beyond this including parts, labor and transportation, shall be performed by contractor at the location designated by NH DOT, throughout the term of the agreement at no cost to NH DOT.
- Any manufacturer's warranty remaining after the term of the agreement expires shall be transferred to NH DOT. The Contractor shall perform a final service on the equipment prior to NH DOT accepting ownership.

**VI. MANUALS**

Two (2) complete sets of operator, parts and service manuals shall be furnished at time of delivery.

**VII. DELIVERY**

Contractor shall bear all cost of delivery of equipment. The equipment shall be delivered to various locations within the 6 DOT highway districts. Specific locations shall be provided to the contractor when VIN numbers are provided for the equipment by the contractor.

**VIII. DELIVERY TIME**

Contractor shall complete delivery of the equipment with in the following time frame;

- Sixty calendar days from date of order notification from the financier, Equipment shall be accepted sooner.

**IX. TRAINING**

Contractor shall provide a minimum of four (4) hours of operational and service training of the tractor and mower near time of delivery. Trailers have no training requirement.

Contractor Initials: 26  
Date: 10/13/14

**EXHIBIT B**  
**PAYMENT TERMS**

The Contract price Limitation for this contract is \$0.00. No payments shall be made by the State of New Hampshire to the contractor. The equipment expenses shall be financed through a separately executed financing agreement.

Contractor Initials: 2L  
Date: 10/15/14

**EXHIBIT C**  
**SPECIAL PROVISIONS**

1. There are no other special provisions for this agreement

Contractor Initials: 24  
Date: 10/13/14

**EXHIBIT D**

RFB 96-14 and RFB 177-14 incorporated herewith

Contractor Initials: 24  
Date: 10/15/14

**EXHIBIT E**  
**Equipment Description**

1. 3 Ea. New: Hudson: #HDT18A 20 ton Tag Along Trailers per bid #96-14 specifications.
2. 4 Ea. New "Kubota" #M110GXDTC 97 HP Tractor with "Tiger" #BB22 boom mower per bid #177-14
3. 9 Ea. New "Kubota" #L5460HST 50 HP Tractor with "Landpride" #RCR2672-01-1L rotary mower per bid #177-14

Contractor Initials: 22j  
Date: 10/13/14

NG



State House Annex  
25 Capitol Street  
Concord, New Hampshire 03301

*State of New Hampshire*  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PURCHASE & PROPERTY

Robert Stowell  
Administrator  
603/271-3606

Michael Connor, Deputy Commissioner

The State of New Hampshire is soliciting bid requests for:

**BID #177-14**

**BID FOR: FINANCIAL SERVICES FOR EQUIPMENT –  
TRACTORS WITH MOWERS**

**DUE: FEBRUARY 20, 2014 @ 1:30 PM EST**

Please go to the State of New Hampshire, Department of Administrative Services,  
Bureau of Purchase and Property Website at:

[http://admin.state.nh.us/purchasing/bids\\_posteddte.asp](http://admin.state.nh.us/purchasing/bids_posteddte.asp)

Download the BID document by pulling down the list under "Search by Bid #", click on **Bid #177-14** to highlight, click on "Search" to bring up Bids & Proposals page of bid, scroll down and select "download document here" (all specifications sheets and plans are included in this document). Please be sure to check this site before your bid submission for any addendums that may have been issued.

Sincerely,

**Alan Hofmann**  
Purchasing Agent  
Telephone: 603-271-2550  
Fax: 603-271-7564  
E-mail: [alan.hofmann@nh.gov](mailto:alan.hofmann@nh.gov)



VEN_CVENDOR	VENDOR_VNAME	EMAIL_ADDRESS	FAX_NUMBER	CERTIF_CODE	CERTIF_DESC
PUR	155811 Blackmount Equipment Inc		787 6954 ✓	020-3375	Tractors, Garden
PUR	174635 Boston Lawnmower Co		334 9806 ✓	020-3375	Tractors, Garden
PUR	156145 Brentwood Power Equip Center	tractordoc@comcast.net	(603) 642-5481	020-3375	Tractors, Garden
PUR	163885 Briggs Equip Co		463 9768 ✓	020-3375	Tractors, Garden
PUR	174349 Casey Equipment & Rental Corp	bradc@chappelltractor.com	679 1914 ✓	020-3375	Tractors, Garden
PUR	154240 Chappell Tractor Sales Inc			020-3300	Garden Tractors, Cultivators,
PUR	164873 Cocheco Equipment, Inc.	cocheco@metrocast.net	(603) 332-2694	020-3375	Tractors, Garden
PUR	162555 Country Club Enterprises LLC			020-3300	Garden Tractors, Cultivators,
PUR	228129 D&B OUTDOOR POWER EQUIPMENT, L	bruce@dbope.com	(603) 727-9942	020-3375	Tractors, Garden
PUR	174918 Epsom Tool Rental LLC	mark@epsomtoolrental.com		020-3375	Tractors, Garden
PUR	224260 F.M.Abbott Power Eq.	fmrabbott@sacoriver.net	207 247 4401	020-3300	Garden Tractors, Cultivators,
PUR	174066 FB Spaulding Co Inc		788 2544 ✓	020-3375	Tractors, Garden
PUR	154696 Frost Farm Service Inc	ted@frostfarmservice.com	878 4152	020-3375	Tractors, Garden
PUR	157748 Greenlands Equipment Corp		225 7273 ✓	020-3375	Tractors, Garden
PUR	154905 James R Rosencrantz & Sons Inc		772 5909 ✓	020-3375	Tractors, Garden
PUR	156472 JAMES TYLER	tylerssmeng@tds.net		020-3375	Tractors, Garden
PUR	160364 Kibby Equipment Inc		802 296 366 ✓	020-3375	Tractors, Garden
PUR	154606 Knoxland Equipment Inc	knoxland@tds.net	746 5235	020-3375	Tractors, Garden
PUR	155120 Labonville Inc	lab@labonville.com	752 7621	020-3375	Tractors, Garden
PUR	169998 Lms Acquisition Corp		444 2405 ✓	020-3375	Tractors, Garden
PUR	159357 Mts Associates Of Londonderry	dave@mtsassociates.com	629 9233	020-3375	Tractors, Garden
PUR	157826 Nashua Outdoor Power Equipment	info@nashuapower.com	886 3505	020-3375	Tractors, Garden
PUR	225981 NEW BOSTON TRUCK & EQUIP. LLC	billm@nb-te.com		020-3375	Tractors, Garden
PUR	174000 North Country Tractor Inc	rickd@northcountrytractor.com	226 3906	020-3375	Tractors, Garden
PUR	159125 Northwood Power Equip Inc		942 7169 ✓	020-3375	Tractors, Garden
PUR	156636 P&S Equipment Inc		444 2180	020-3375	Tractors, Garden
PUR	154091 Pinnacleview Equipment Inc	psequipment@roadrunner.com	756 4809 ✓	020-3375	Tractors, Garden
PUR	154077 Rc Hazeltin Co Inc		627 5731 ✓	020-3375	Tractors, Garden
PUR	154070 Rn Johnson Inc		756 3452 ✓	020-3375	Tractors, Garden
PUR	154855 Stills Turf Depot	jchevalier@turfdpot.com	668 3473	020-3375	Tractors, Garden
PUR	158933 SUMMA HUMMA ENTERPRR LLC	zacharyl@mtractor.com	603 329 6682	020-3375	Tractors, Garden
PUR	172624 Tilton-Howe Enterprises		669 7534 ✓	020-3375	Tractors, Garden
PUR	154693 Townline Equipment Sales Inc		675 2605 ✓	020-3375	Tractors, Garden
PUR	156385 Tri-City Tool Crib		692 2582	020-3375	Tractors, Garden
PUR	221181 United Rentals, Inc.	GovRents@ur.com	877 735 7450	020-3375	Tractors, Garden
PUR	207085 Ventura Products Inc	wressler@ventrac.com	330 683 0000	020-3300	Garden Tractors, Cultivators,
PUR	151946 Wayne Burten		224 7979 ✓	020-3375	Tractors, Garden
PUR	156468 Wolfeboro Power Equipment Inc		569 2859 ✓	020-3375	Tractors, Garden
PUR	166289 YC Power & Associates, LLC	krichards@turfdpot.com	(603) 893-1484	020-3375	Tractors, Garden

VEN_ID	VENDOR	VENDOR_VNAME	EMAIL_ADDRESS	FAX_NUMBER	CERTIF_CODE	CERTIF_DESC
PUR	210358	All American Trailer Connection	blago@aatc.com	(561) 582-1873	070-6638	Trailers, Flatbed
PUR	249174	Anderson Motors, Inc.	sales@andersonmotors.com	(401) 431-2623	073-2700	Trailers, Transport, Equip, Fi
PUR	154240	Chappell Tractor Sales Inc.	bradc@chappelltractor.com		073-2700	Trailers, Transport, Equip, Fi
PUR	230542	Connecticut Trailers, Inc.	gady@ctrailers.com	(860) 645-8755	073-2700	Trailers, Transport, Equip, Fi
PUR	222702	Consolidated Truck & Equipment	CITEFarms@gmail.com	508 252 4870	073-2700	Trailers, Transport, Equip, Fi
PUR	220428	Davis Trailers World, LLC	dean@davistrailersworld.com	(585) 538-6718	073-2700	Trailers, Transport, Equip, Fi
PUR	229038	Greene Amados Investments, Inc.	carolj@atrailers.com	(864) 457-4791	073-2700	Trailers, Transport, Equip, Fi
PUR	247986	J & J Trailers and Truck Equip	jason@jtrailers.com		073-2700	Trailers, Transport, Equip, Fi
PUR	210367	Landoll Corporation	gd2843@landoll.com		073-2700	Trailers, Transport, Equip, Fi
PUR	222411	Lipseey Logistics Worldwide, LLC	aron@lipseywds.com	678 680 5329	073-2700	Trailers, Transport, Equip, Fi
PUR	218245	Lucon, Inc.	lucon_inc@yahoo.com	770 233 1335	073-2700	Trailers, Transport, Equip, Fi
PUR	205880	National Machinery Movers	clim@nationalmachinerymo.com	603 483 2695	073-2700	Trailers, Transport, Equip, Fi
PUR	224957	Orin's M.V.V. Inc.	thecharlers@yahoo.com	603 356 6021	070-6638	Trailers, Transport, Equip, Fi
PUR	220218	PM&S, Inc.	mindy.hortgan@personalmovers.com		073-2700	Trailers, Transport, Equip, Fi
PUR	208484	R. A. Adams Enterprises, Inc.	sales@radams.com	(815) 385-6684	070-6638	Trailers, Flatbed
PUR	227336	Rochester Truck Inc.	sales@rochestertuck.com		073-2700	Trailers, Transport, Equip, Fi
PUR	168836	Verde Inc.	verdeinc@earthlink.net	(863) 676-9120	070-6638	Trailers, Flatbed

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 2/19/2014

Company Name: MB Tractor & Equipment

Address: 194 Plaistow Road

Plaistow, NH 03865

To: Point of Contact: Alan Hofmann  
Telephone: (603)-271-2550  
Fax: (603) 271-7564  
Email: prchweb@nh.gov

RE: Bid Invitation Name: FINANCIAL SERVICES FOR EQUIPMENT - TRACTORS WITH MOWERS  
Bid Number: [REDACTED]  
Bid Opening Date and Time: 2/20/2014 @ 1:30 PM EST

Dear Alan Hofmann:

[Insert name of signor] Zachary Langlois, on behalf of MB Tractor & Equip. [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 #177-14 for Financial Services for Equipment at the price(s) quoted herein in complete accordance with the bid.

Zachary J. Langlois is authorized to legally obligate MB Tractor & Equipment  
Print Signor Name Print Company Name

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. The Bid is effective for a period of 180 days from the Bid submission deadline.
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.

Vendor's official point of contact is: Zachary J. Langlois

Telephone: (603) 630-0800 Email: zacharyl@mbtractor.com Fax: (603) 974-2419

Authorized Signor's Name Printed Zachary Langlois

Authorized Signor's Signature [Signature]

COUNTY: Rockingham STATE NH ZIP: 03865

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 20<sup>th</sup> day of Feb, 2014, there appeared before me, the state and county foresaid a person who satisfactorily identified NH Drivers LLC and acknowledge that he executed this document indicated above.

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

(Notary Public/Justice of the Peace)

KELLY J. BEZANSON  
★ NOTARY PUBLIC - NEW HAMPSHIRE ★  
My Commission Expires August 19, 2014

My commission expires: \_\_\_\_\_ (Date)

Contractor Initials: 24  
Date: 10/13/14

**REQUEST FOR BID FOR A CONTRACT TO PROVIDE FINANCIAL SERVICES FOR EQUIPMENT  
FOR THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

This is a request for bid issued by the Department of Administrative Services (DAS) Division of Plant and Property Management to establish a contract for Financial Services for equipment in accordance with the requirements of this bid invitation and any resulting contract).

**SPECIFICATIONS:**

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

**VENDOR RESPONSIBILITY:**

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

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of the State and will not be returned to the Vendor. Regardless of the Vendors selected, the 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 has been awarded.

Complete bids shall be filled out on original bid format. All pricing shall be on the State's format.

**LIABILITY:**

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 issuance.

**CONTRACT 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 P-37 included herein shall be part of this bid and the basis for the contract. The successful vendor and the State, following notification, shall promptly execute this form of contract, 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 for a period not to exceed sixty (60) months.

**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 21-1:13-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:**

Non-appropriation / fiscal funding:

The State of New Hampshire shall have the right to terminate the contract without penalty, if the agency does not receive the necessary appropriation funding beyond each fiscal year.

**VENDOR CERTIFICATIONS:**

ALL vendors SHALL be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **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://admin.state.nh.us/purchasing/vendor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract, 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, 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.

**INVOICING:**

Invoices shall be submitted monthly to the requesting agency. Payment shall be paid after receipt of invoice and acceptance by the agency.

**BID INQUIRIES:**

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to Alan Hofmann, Purchasing Agent, Bureau of Purchase and Property, at [alan.hofmann@nh.gov](mailto:alan.hofmann@nh.gov), or Telephone number: 603-271-2550. All requests shall be submitted five business days prior to bid opening date.

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

**BID DUE DATE:**

All bid submissions shall be received at the Bureau of Purchase and Property 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 DAS, Bureau of Purchase and Property may be grounds for disqualification.

**VENDOR(S) OPPORTUNITY:**

The act of submitting a bid is to be considered in full acknowledgment that the vendor(s) is familiar with the conditions and requirements of these specifications.

**VENDOR'S RESPONSIBILITY:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation (i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. 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 our website at: <http://admin.state.nh.us/purchasing/index2.asp>

Contractor Initials: 24  
Date: 10/13/14

It is a prospective vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the vendor(s)'s responsibility to access our 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 Bureau of Purchase and Property with the bid response.

**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
- Complete all other required information on your offer
- Complete the "vendor(s) Contact Information" section
- Complete the company information on the "General Conditions and Instructions" page, and sign the bid in the space provided on that page.

**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 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.

**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 Bureau of Purchase and Property before the date and time above in "Bid Submission".

Submission of bid in its entirety via mail, fax (603-271-7564) or email ([prchweb@nh.gov](mailto:prchweb@nh.gov)) to:

Alan Hotmann, Purchasing Agent  
NH Bureau of Purchase and Property  
25 Capitol Street - Room 102  
Concord NH 03301

Bid responses shall be marked as:

State of New Hampshire Bid #177-14

Due Date: February 20, 2014 @ 1:30 PM EST

Financial Services for Equipment - Equipment-Tractors with Mowers

**AWARD:**

The award will be made in total to the responsible vendor(s) meeting the criteria established in this RFB and providing the lowest cost from the monthly amount, not the price of the equipment. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price.

Any resulting contract shall become effective on the date approved by the Governor and Executive Council for the State of New Hampshire.

**NOTIFICATION AND AWARD OF CONTRACT:**

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening: 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 and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

Bid results may also be viewed on our website at <http://www.state.nh.us/purchasing/bid.asp>.

**SCOPE OF SERVICES:**

The purpose of this bid is to provide Financial Services for EQUIPMENT - TRACTORS WITH MOWERS

**WARRANTY REQUIREMENTS:**

If, applicable, the successful vendor shall be required to warranty all of the items awarded for a period of not less than the manufacturer's United States warranty standard period of time or standard number of years indicated by manufacturer, 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, labor, travel, lodging and expenses.

**PERFORMING SERVICES:**

The Vendor will perform all services according to the requirements and specifications of this bid and the New Hampshire Department of Administrative Services.

**OFFER:** The undersigned hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

**SCOPE OF SERVICES:**

100% financing of equipment.

Term: Thirty Six (36), Forty Eight (48) or Sixty (60) months.

Titling: The Contractor will title the vehicles in the state agencies name with the Contractor as the lien holder.

Down payment: None.

Security deposit: None.

Insurance: The State of New Hampshire is self-insured.

Maintenance: As per the bid specifications

Termination: Non-appropriation / fiscal funding: The State of New Hampshire shall have the right to terminate the contract without penalty, if the agency does not receive the necessary appropriation funding beyond each fiscal year.

End of term: The state will retain the equipment at the end of the agreement with a \$1.00 buyout.

**F.O.B.:**

The F.O.B. shall be destination to the following delivery point:

NH DEPARTMENT OF TRANSPORTATION  
BUREAU OF MECHANICAL SERVICES  
33 SMOKEY BEAR BLVD.  
CONCORD NH 03301

**REQUISITION NO.:** TBD

4 EACH NEW, MANUFACTURED DATE OF 2013 OR NEWER (as noted on manufacturer's statement of origin) 97 HP TRACTORS WITH MOWERS AS PER THE FOLLOWING MINIMUM D.O.T. SPECIFICATIONS

PRICE THAT TRACTOR AND MOWER IS BASED ON \$ 100,817.00

MONTHLY PAYMENT FOR ONE 97 HP TRACTOR WITH MOWER FOR A PERIOD OF 36 MONTHS \$ 3,397.14

MONTHLY PAYMENT FOR ONE 97 HP TRACTOR WITH MOWER FOR A PERIOD OF 48 MONTHS \$ 2,817.91

MONTHLY PAYMENT FOR ONE 97 HP TRACTOR WITH MOWER FOR A PERIOD OF 60 MONTHS \$ 2,382.45

VENDOR'S MUST SUBMIT PRICING ON ALL THREE LINE ITEMS TO BE CONSIDERED

**DELIVERY TIME:**

Note: Delivery is to be accomplished no later than 60 days ARO. However delivery will be accepted sooner.

Contractor Initials: 26  
Date: 10/13/14

General: The intent of this Specification is to describe the State of New Hampshire Department of Transportation's requirements for a diesel powered, 4 wheel drive, Minimum 97 gross engine horsepower tractor with a mid mount boom mower.

TRACTOR MINIMUM SPECIFICATIONS:

Engine: Four-cylinder, turbo charged and intercooled diesel  
97.0 HP (minimum) with 95 PTO HP, rated engine RPM

Displacement: 230 cu In Minimum

Emission: EPA Interim Tier 4 certified

Throttle: Hand operable with foot controlled override

Engine stop: Electric and controlled by ignition

Fuel Capacity: 30 gallon minimum

Cold Start Aid: Electric Grid Heater

Battery: 12 volt Heavy Duty stored in a lockable box

Transmission: 24F & 24R, wet main clutch, front and rear differential, electro hydraulic shuttle shift, Bi-speed turn

Tires: Front -13.6 R24" Ag tread - Radial  
Rear - 18.4 R34 Ag tread - Radial

PTO: 540 / 1000 RPM, fully independent, Electro hydraulic engagement.

Steering: Hydrostatic power steering

Hydraulics: Open Center Type, minimum 24 GPM output, 2 remote hydraulic valves

3-point hitch: Cat II, electric over hydraulic control, lift arms to have telescoping lower link ends with float position on left hand link and draw bar.  
Minimum lift capacity of 5,000 lbs. (24" behind lift point)

Electrical: 12 volt with automotive blade type fuses  
Battery - 900 CCA, 100AH  
Alternator - 80 Amps.  
Four pin 40-amp implement socket, 8-amp accessory socket, 7-pin trailer socket  
2 Dual beam halogen headlights  
2 Front work lights  
2 Rear work lights  
2 Taillights & Turn signals  
1-Roof mounted rotating amber strobe - with switch mounted in cab.

Operator's area: Fully enclosed Cab with heat and air-conditioning, two entry doors with locks, (the right side door may be replaced with a fixed polycarbonate panel to allow a safer operation with the boom mower.) tinted glass, polycarbonate protective side windows, two speed intermittent front and rear wiper with washer & AM-FM radio.  
Swivel, reclining, full adjustment seat with arm rests and operator presence system with seat belt.  
OSHA approved (ROPS)  
Electronic back-up alarm, horn and SMV sign  
5# ABC fire extinguisher with mounting bracket  
Full instrumentation to include tachometer, engine temperature, fuel level indicator, voltage and hour meter.  
Warning indicators shall include engine oil pressure, battery charge, low fuel, parking brake engaged, PTO engaged,  
PTO speed / over speed indicator and turn signal indicator  
Left and Right side mirrors

Safety: Unit must be equipped to meet the latest State and Federal safety standards

Manuals: 2- complete parts and service manuals for both tractor and mower supplied at time of delivery.

Training: ½ Day Training on operation and service of Tractor and mower near time of delivery.

**Warranty and Maintenance:**

Vendor shall supply a no cost warranty covering the equipment, including all parts, labor and transportation for the duration of the agreement. Vendor shall perform warranty work at the location designated by D.O.T. within three (3) working days of the notification. Any and all transportation costs incurred shall be borne by the vendor. Daily preventative maintenance, as recommended by the manufacturer, will be performed by D.O.T.. All preventative maintenance beyond this including parts, labor and transportation, shall be performed by the vendor at the location designated by D.O.T. throughout the term of the agreement at no cost to D.O.T.. Any manufacturer's warranty remaining after the term of the agreement shall be transferred to D.O.T.. The vendor shall perform a final service on the equipment prior to D.O.T. accepting ownership in order to identify and correct any problems.

**SPECIFICATION  
Mid-Mount Boom Mower**

Specifications are to describe a hydraulically driven, mid-mount boom mower with a minimum of 20' reach and 50" rotary mower head with rear transport cradle and joystick in cab controls.

- Main frame:** Main side supports shall be 1/2" x 16.75" x 19.5" steel connected under tractor by 3/4" x 12" x 42" steel welded and gusseted on each side by 5/8" x 5" x 32. No overhead brace to obstruct visibility.
- Primary boom:** Minimum of 110,000 PSI 8" x 6" x 1/4" structural steel tube, reinforced with 100,000 PSI steel at all stress points. Inner end primary boom shall have 1 1-1/2" diameter, 105,800 PSI yield, hardened, nitride surface pin, with a high strength, Teflon, composite reinforced bearing. Movement of 20 degrees forward and 92 degrees backward. Double acting lift cylinders. Pressure and return lines will be preformed steel tubes with hoses at pivot points and mounted to back of boom.
- Secondary boom:** MINIMUM 50,000 PSI 6" X 4" X 1/4" structural steel tube. Pressure and return lines are preformed steel tubes with hoses at pivot points and mounted to top of boom.
- Boom Dimensions:** 20' minimum reach out, 11' minimum reach down and 16' minimum reach up
- Boom Slow and Transport :** A single post boom rest shall be mounted to the frame in such a manner that the three point hitch is still available to use with a bal-wing mower when the boom mower is not in use.
- Cutting Head:** 1/8" deck and 1/4" thick sides continuously welded for strength. Shall have full-length replaceable skid shoes. Rubber safety shield shall be bolted to back side of deck. Safety shield shall operate hydraulically from operator's position. Head shall have a rotation of 180 degrees and 50" of actual cut.
- Counter Weight:** Counter weight to be a minimum of 2080 pounds - wheel weight and liquid ballast. (cast iron weight inserted into wheel).
- Knife Carrier:** One piece, laser cut, recessed center disc, 31" diameter. Attached with six 5/8x1-3/4" grade 8 bolts. Shall accommodate 2, 3, 4, or 6 5/8", 360 degree swinging, single edge brush blades. Blades are attached with 1-1/8" x 3-1/4" keyed bolt and hex lock nut. Seven second brake valve on cutting assembly
- Manuals:** 2- complete parts and service manuals for both tractor and mower supplied at time of delivery.
- Training:** 1/2 Day Training on operation and service of Tractor and mower near time of delivery.

Warranty and  
Maintenance:

Vendor shall supply a no cost warranty covering the equipment, including all parts, labor and transportation for the duration of the agreement. Vendor shall perform warranty work at the location designated by D.O.T. within three (3) working days of the notification. Any and all transportation costs incurred shall be borne by the vendor. Daily preventative maintenance, as recommended by the manufacturer, will be performed by D.O.T.. All preventative maintenance beyond this including parts, labor and transportation, shall be performed by the vendor at the location designated by D.O.T. throughout the term of the agreement at no cost to D.O.T.. Any manufacturer's warranty remaining after the term of the agreement shall be transferred to D.O.T.. The vendor shall perform a final service on the equipment prior to D.O.T. accepting ownership in order to identify and correct any problems.

At a minimum, the vendor shall perform:

1. Two annual hydraulic oil and filter changes
2. Two annual blade changes to be done with the above
3. Replacement deck wear skids - annually
4. Replacement deck deflector flaps - annually
5. Blade spindle housing rebuilds - years
6. Blade disc replacement - every 2 years
7. Blade spindle housing rebuilds - bearings races and seals - every 2 years

REQUISITION NO.: TBD

9 EACH NEW, MANUFACTURED DATE OF 2013 OR NEWER (as noted on manufacturer's statement of origin)  
50 HP TRACTORS WITH MOWERS AS PER THE FOLLOWING MINIMUM D.O.T. SPECIFICATIONS

PRICE THAT TRACTOR AND MOWER IS BASED ON \$ 32,189.00

MONTHLY PAYMENT FOR ONE 50 HP TRACTOR WITH MOWER FOR A PERIOD OF 36 MONTHS \$ 1,075.45

MONTHLY PAYMENT FOR ONE 50 HP TRACTOR WITH MOWER FOR A PERIOD OF 48 MONTHS \$ 882.12

MONTHLY PAYMENT FOR ONE 50 HP TRACTOR WITH MOWER FOR A PERIOD OF 60 MONTHS \$ 785.30  
VENDOR'S MUST SUBMIT PRICING ON ALL THREE LINE ITEMS TO BE CONSIDERED

DELIVERY TIME:

Note: Delivery is to be accomplished no later than 60 days ARO. However delivery will be accepted sooner.

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

Zachary Langlois	(603) 630-0800	
Contact Person	Telephone Number	Toll Free Telephone Number
(603) 974-2419	zacharyl@mbtractor.com	www.mbtractor.com
Fax Number	E-mail Address	Company Website

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: 2/14/14

ADDENDUM TO BID #177-14

ADDENDUM #1

DATE OF BID OPENING: 2/20/14 TIME OF BID OPENING: 1:30 PM

REQUISITION:  
AGENCY: DEPARTMENT OF TRANSPORTATION

PLEASE MAKE THE FOLLOWING CHANGE(S)

FINANCIAL SERVICES FOR EQUIPMENT - TRACTORS WITH MOWERS

97 HP TRACTOR SPECIFICATIONS:

TRANSMISSION:

CURRENTLY READS: 24F & 24R

AMEND TO READ: OR 32F & 16R

MEDIUM DUTY PTO DRIVEN ROTARY MOWER SPECIFICATION

GEARBOX RATING:

CURRENTLY READS: 110 HP

AMEND TO READ: 90 HP

TAIL WHEEL:

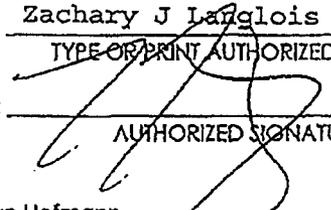
PRESENTLY READS: 4 X 15 INCHES

AMEND TO READ: 3.75 X 15 INCHES

NOTE: IN THE EVENT THAT YOUR BID HAS BEEN SENT TO THIS OFFICE PRIOR TO RECEIVING THIS ADDENDUM, RETURN ADDENDUM WITHIN THE SPECIFIED TIME WITH ANY CHANGES YOU WISH TO MAKE AND MARK ON THE REMITTANCE ENVELOPE BID NUMBER AND OPENING DATE. RETURNED ADDENDUM WILL SUPERSEDE ANY PREVIOUSLY SUBMITTED BIDS.

BIDDER: MB Tractor & Equipment  
PLEASE TYPE OR PRINT BUSINESS NAME

BY: Zachary J Laiglois  
TYPE OR PRINT AUTHORIZED NAME

BY:   
AUTHORIZED SIGNATURE

Alan Hofmann  
Purchasing Agent  
Telephone: 603-271-2550  
Facsimile: 603-271-2700  
E-mail: alan.hofmann@nh.gov

ADDRESS: 194 Plaistow Road

Plaistow, NH

ZIP 03865

PHONE: (603) 630-0800

FAX: (603) 974-2419

E-MAIL: zacharyl@mbtractor.com

10/11

Contractor Initials: ZL  
Date: 10/15/14

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

ADDENDUM TO BID #177-14

DATE: 2/20/14

ADDENDUM #2

DATE OF BID OPENING: 2/20/14 TIME OF BID OPENING: 1:30 PM

REQUISITION:  
AGENCY: DEPARTMENT OF TRANSPORTATION

PLEASE MAKE THE FOLLOWING CHANGE(S)

FINANCIAL SERVICES FOR EQUIPMENT - TRACTORS WITH MOWERS

DATE OF BID OPENING:

CURRENTLY READS: FEBRUARY 20, 2014 @ 1:30 PM  
AMEND TO READ: FEBRUARY 25, 2014 @ 1:30 PM

TRACTORS: 97 HP AND 50 HP

WARRANTY AND MAINTENANCE:

36 MONTH AGREEMENT WOULD BE FOR 3,000 HOURS OR 3 YEARS, WHICHEVER COMES FIRST  
(NOTE: THE INITIAL HRS COULD COME IN YEAR 1 & 2)

48 MONTH AGREEMENT WOULD BE FOR 4,000 HOURS OR 4 YEARS, WHICHEVER COMES FIRST

60 MONTH AGREEMENT WOULD BE FOR 5,000 HOURS OR 5 YEARS, WHICHEVER COMES FIRST

THIS SERVICE PLAN AND THE WARRANTY SHOULD STILL EXIST EVEN IF THE EQUIPMENT IS PAID OFF EARLY.

NOTE: IN THE EVENT THAT YOUR BID HAS BEEN SENT TO THIS OFFICE PRIOR TO RECEIVING THIS ADDENDUM,  
RETURN ADDENDUM WITHIN THE SPECIFIED TIME WITH ANY CHANGES YOU WISH TO MAKE AND MARK  
ON THE REMITTANCE ENVELOPE BID NUMBER AND OPENING DATE. RETURNED ADDENDUM WILL  
SUPERSEDE ANY PREVIOUSLY SUBMITTED BIDS.

BIDDER: MB Tractor & Equipment

ADDRESS: 194 Plaistow Road

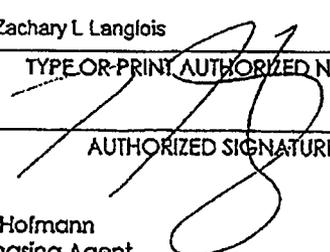
PLEASE TYPE OR PRINT BUSINESS NAME

Plaistow, NH

BY: Zachary L Langlois

ZIP 03865

TYPE OR PRINT AUTHORIZED NAME

BY: 

AUTHORIZED SIGNATURE

PHONE: (603) 630-0800

FAX: (603) 974-2419

Alan Hofmann  
Purchasing Agent  
Telephone: 603-271-2550  
Facsimile: 603-271-2700  
E-mail: alan.hofmann@nh.gov

E-MAIL: ZachLanglois@MBTractor.com

11/11

Contractor Initials: ZL  
Date: 10/15/14

570, 1P  
Tractor  
M1000R

# L3560/L4060/L4760 Kubota L5060/L5460/L6060

## SPECIFICATIONS

### Specifications

Model	L5460	
	HST (4WD)	HSTC (4WD, CAB)
Engine Type	Direct Injection, vertical, water-cooled 4 cycle diesel	
Engine gross power	HP (kW)	66.0 (41.8)
Engine net power	HP (kW)	64.0 (40.3)
PTO power	HP (kW)	46.5 (34.7)
No. of cylinders / Aspiration	4 / Turbo with EGR	
Bore x stroke	in. (mm)	3.4 x 4.0 (87 x 102.4)
Total displacement	cu. in. (cc)	148.6 (2434)
Rated speed	rpm	2600
Battery	12V/RC: 133 min, 582A	
Alternator	12V, 45A	12V, 60A
Fuel tank capacity	US gal. (l)	13.5 (51)
PTO Rear PTO Revolution	1 speed: 540 rpm	
Type	Independent	
Mid PTO Revolution	1 speed: 2000 rpm	
Hydraulic Lift control type: Position Draft	Standard Option	
Implement pump	GPM (l/min.)	9.4 (35.6)
Power steering pump	GPM (l/min.)	4.7 (17.9)
Total hydraulic flow	GPM (l/min.)	14.1 (53.5)
3-point hitch	Category I & II	
Lift capacity at 24 in. behind lift point	lbs. (kg)	2978 (1350)
Traveling System Transmission	HST Plus (3 Ranges)	
Steering	Hydrostatic power steering	
Brake	Wet disc type	
Clutch		
Standard tire size* Front	9.5-16	
Rear	14.9-28	
Travel speeds No. of speeds (at rated engine speed)	HST Plus	
First	Forward	Reverse
Second	H-D S L L: 2.1 (3.4)	L: 1.9 (3.1)
Third	M: 4.3 (7.0)	M: 3.9 (6.3)
Fourth	H: 10.1 (16.2)	H: 9.1 (14.6)
Fifth	H-D S H L: 3.6 (6.0)	L: 3.2 (5.2)
Sixth	M: 7.3 (11.8)	M: 6.6 (10.6)
Seventh	H: 16.8 (27.1)	H: 15.2 (24.4)
Eighth		
Dimensions Overall length (w/o 3P)	in. (mm)	128.4 (3210)
Overall width (min. tread)	in. (mm)	67.3 (1710)
Overall height (w/ foldable ROPS)	98.0 (2490)	92.6 (2350)
Wheelbase	in. (mm)	75.4 (1915)
Min. ground clearance	in. (mm)	15.4 (392)
Tread Front (Front tire)	in. (mm)	52.8 (1340)
Rear (Rear tire)	in. (mm)	52.2 (1325) 56.3 (1430)
Min. turning radius (w/ brake, 4WD disengaged)	feet (m)	9.2 (2.8)
Weight (with ROPS)	lbs. (kg)	3990 (1810) 4365 (1980)

The company reserves the right to change the above specifications without notice. This brochure is for descriptive purposes only. Please contact your local Kubota dealer for warranty information. For your safety, KUBOTA strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt in almost all applications. \*With Master Clutch. \*\*Kubota offers several tire options.

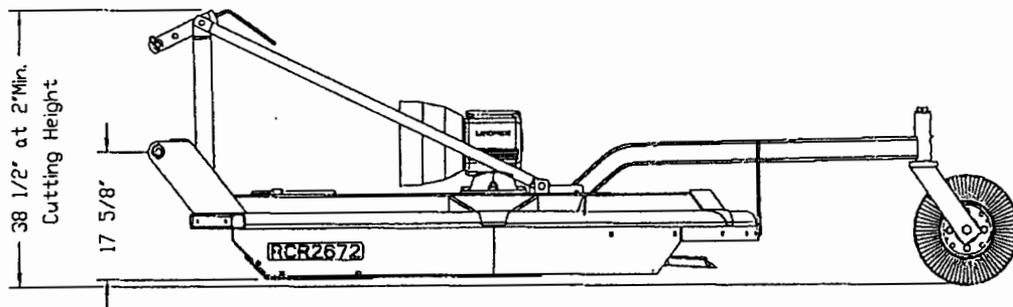
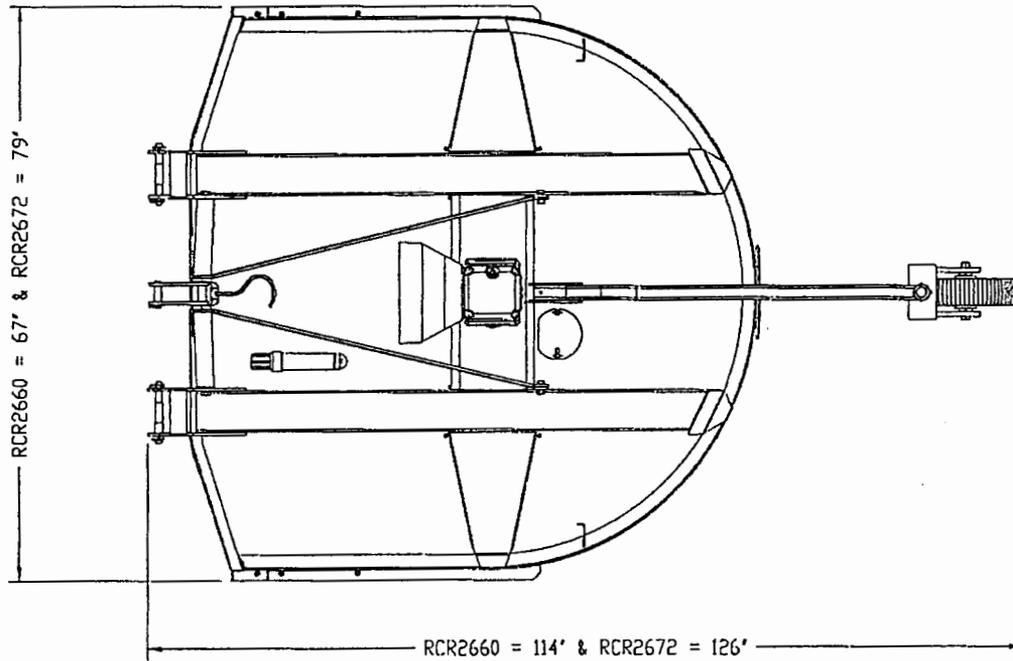
Rotary Cutters Single Deck

RCR2660 & RCR2672 Models

	RCR2660	RCR2672
Machine Weight (with Chain Guards)	1,002#	1,046#
Hitch	Category I or II Quick Hitch Compatible with Floating Top Link	
Cutting Width	60"	72"
Overall Width	67"	79"
Overall Length (Including Tallwheel)	114"	126"
Deck Height	9 1/8" (Bottom of Deck to Bottom of Skid Shoe)	
Cutting Height	2" - 12"	
Cutting Capacity	3"	
Recommended Tractor HP	40-130 maximum	
PTO Speed	540 rpm	
Gearbox	540 rpm PTO Driven Gearbox 1:1.46 Speed-Up Beveled Gears Cast Iron Housing	
Gearbox Lubrication Capacity & Type	7 pints of 80-90W EP oil	
Gear box Input/ Output Shaft Size	Input Shaft = 1 3/8" - 6 Splines Output Shaft = 2" Dia.	
Deck Construction	All welded construction	
Deck Material Thickness	10 Gauge	
Side Panel Thickness	1/4"	
Skids	Replaceable	
Stump Jumper	Round Pan 3/16" x 24"	Round Pan 3/16" x 30 1/2"
Blades (2)	1/2" x 4" x 25" Heat Treated Alloy Steel Free-Swinging High Lift	1/2" x 4" x 29" Heat Treated Alloy Steel Free-Swinging High Lift
Blade Bolt	Keyed with harden flat washer and lock nut	
Blade Tip Speed	12,384 fpm/788 rpm	14,861 fpm/788rpm
Driveline	ASAE Category 4	
Driveline Protection	4 Plate Slip Clutch	
Tallwheel Mount Assembly	Welded arm and Caster Fork	
Tallwheel	4.00 x 8 x 15 Laminated Tire with cast iron hub and tapered roller bearings	
Front Guard	Optional: Chain Guard Available through Parts Department: Rubber Guard	
Rear Guard	Optional: Chain Guard	

Designs, specifications, features and information are subject to change without notice.

Rotary Cutters Single Deck



27559

Designs, specifications, features and information are subject to change without notice.

# Kubota

## M-SERIES MID-SIZE CAB TRACTORS

97 HP tractor model  
offer



Note: Photos M135GX

### M110GXDTIC

#### SALES FEATURES:

- Advanced styling, designed for farm and commercial use.
- CRS Common Rail System  
4 Cylinder Turbo Charged Diesel Engine with EGR Valve, low noise and vibration, meets Interim Tier IV EPA emissions regulations.
- K-EMS, Kubota Electronic Management System includes constant RPM management, RPM dual memory, RPM rev-limiter control and Work - Kruse
- Intelli-Shift Three range 8 speed power shift F24/R24 shuttle transmission with Auto-mode
- Hydraulic multi-plate wet main clutch
- Electric touch button speed change
- Single lever synchronized shift control
- Electro/Hydraulic shuttle shift located on steering column
- Bi-Speed Turn standard for a short turning radius.
- Cat II, three point hitch with stabilizers and telescoping link ends
- Electronic three point hitch control with quick raise and lower control button.
- Tilt-up one piece hood for easy maintenance
- Special comfort features aimed at greater ease of operation and safety: Easy Checker™ panel, tilt steering wheel, deluxe air ride seat, hydrostatic power steering, cab corner exhaust, horn
- ISO-mounted platform with suspended pedals
- Electric key shut off
- 1st & 2nd Hydraulic Remote Valves, Std  
1st Valve FD - Float Position  
2nd Valve SCD - Self Canceling Detent
- Flat Drawbar is Standard

- Heavy duty drawbar assembly
- Tilt & Telescopic steering wheel
- Electronic draft control
- Radio ready cab, speakers, antenna and wiring are preinstalled
- Planetary gear final drives (front and rear)
- Elec/Hyd differential locks front and rear
- Live-Independent Hydraulic PTO clutch (multi-plate wet)
- 540/1000 rpm PTO (2 shafts, switchable)
- 4WD braking is automatically engaged when brakes are applied in 2WD mode
- Hydraulic assisted multi-plate wet disc brakes
- 80 Amp alternator
- Headlights, side lights, 4 front and 2 rear work lights, flashers and turn signals

#### IMPLEMENTS:

- LA1954/LA1954E Front Loader
- Standard valve or self leveling valve
- LA1954 Two-lever type Quick Coupler
- LA1954E Euro Type Quick coupler
- 84" and 96" Buckets
- Bucket Tine Kit 84" - 9 Tines,  
96" - 10 Tines
- 84", 90" Grapple Buckets
- 96" Grapple Bucket on LA1954E
- Third Function Control Valve
- KSR (Kubota Shockless Ride accumulator kit)
- Single Lever Valve QA Coupler

- Two-lever type Pallet Forks (48")
- Euro type Quick Attach Pallet Forks
- Two-lever Quick Attach Type Bale Spear
- Euro type Quick Attach Bale Spear
- Hay Grapple -- 84" / 96" Euro-type bucket

#### TRACTOR ACCESSORIES:

- Front Sullcase Weights (1-12), 100 lb. ea.
- Front Weight Bracket
- Rear Wheel Weights
- Rear window defogger
- Drop Drawbar
- Drawbar Clevis
- 4WD Wide Front Axle Kit (80")
- Cassette Type Creep Speed Kit
- 3rd/4th Remote Hydraulic Valves
- Flow Control Valve with 1 opt. remote
- Deluxe Valves with flow control upgrade
- High Capacity Lift Kit for three point hitch
- Engine Tank Heater
- Fuel Tank Guard Kit
- Mid-mount Work Light Kit on cab hand rail
- Additional Rear Light Kit, 2 lights
- AM/FM/MP3 with 7-channel weather band
- AM/FM/MP3 CD Player with 7-channel weather band
- Monitor Bracket
- Rear window pull down shade

#### SAFETY EQUIPMENT/LIGHTING:

- Safety Start Switches
- OPC Operator Presence Control on PTO, audible alarm
- 2 Head Lights/ Tail Lights
- 4 Safety Flashers with Turn Signals
- Electric Key and Manual Shut Off
- 2 Safety Flashers with Turn Signals
- SMV Sign
- Trailer Electrical Outlet - 7 pin

Specifications subject to change without notice.

April 1, 2013

Utility/Agricultural Tractors

M110GX pg1

<b>SPECIFICATIONS, CAPACITIES, DIMENSIONS AND WHEELS</b>	
<b>M110GX MID-SIZE CAB TRACTOR</b>	
<b>M110GXDTC = Intelli-Shift 4wd Cab Model</b>	
<b>ENGINE</b>	
Make and Model	Kubota-V3800-CR-TIE4
Type	Liquid Cooled, Meets Interim Tier IV EPA Emission Regulations 4 Cylinder Multi-Valve Diesel, CDIS (Center Direct Injection), Turbo-Charged with Waste Gate and Intercooled Fuel Injection system: CRS (Common Rail System) Electronic fuel Injection K-EMS (Kubota Electronic Management System) Includes RPM Dual Memory, RPM Rev-Limiter Control and Kubota Work-Kruise
Engine hp, gross	115.7 hp @ 2600 rpm
Engine hp, net	109.5 hp @ 2600 rpm
Engine hp, PTO	96.0 hp @ 2600 rpm
Maximum torque	276.7 ft. lbs. @ 1500 rpm
Bore and Stroke	3.9 in. x 4.7 in.
Displacement	230 cu. Inch
Fuel per hour	5.94 gal/hr at 109.5HP (calculated, actual may vary)
Cylinder Block	Parent Bore (linerless)
Fan	Fixed fan drive
Air Cleaner Element	Dry Paper/Dual Element, 8 inch diameter, Pre-Cleaner standard
Cold Weather Start Aid	Automatic preheat with PTC (Positive Temperature Coefficient) Intake heater
Lubrication	Forced Lubrication
Governor	Electronic type governor
Injection pump	Electronic CRS (Common Rail System)
Fuel filter system	1-Spin on type fuel filter with water separator with manual drain cock
Oil filter	Spin on oil filter
Exhaust	Vertical stack located by right side cab corner, tether to cab, standard
Throttle	Hand and foot operated throttle
<b>COOLING SYSTEM</b>	
Radiator	Heavy duty pressurized radiator with recovery tank
Water pump	Positive water pump
<b>CAPACITIES</b>	
Fuel Tank	50.2 gal.
Cooling System	10.14 qt. (1.16 qt. Recovery tank, total 11.3 quart)
Engine Oil	11 qt.
Transmission	68.68 qt. (17.2 gal.)
Front Axle - Bevel Gear Cases	7.4 (Differential) plus 3.7 qt. (per each Bevel Gear Case)
Washer fluid (windows)	1.4 qt.
<b>AXLE LOAD RATINGS (Maximum)</b>	
Front Axle	lbs 6,613 @ 62.2" tread spacing (9700 w/loader @ 62.2" tread spacing)
Rear Axle	lbs 9,920 @ 60.2" tread spacing

Specifications subject to change without notice.

April 1, 2013

Utility/Agricultural Tractors

M110GX pg2

<b>SPECIFICATIONS, CAPACITIES, DIMENSIONS AND WHEELS</b>		
<b>M110GX MID-SIZE CAB TRACTOR (Cont.)</b>		
<b>DRIVE TRAIN</b>		
Transmission	Intelli-Shift / Power Shift with Auto Mode	
Main Clutch	Hydraulic Wet Clutch / Size is 5.24 inch diameter with 7 Clutch Discs	
Control type	Electro-Hydraulic control, Clutch pedal and Clutch button on shift control	
Shuttle	Hyd. Power shuttle MCP (Microprocessor) controlled	NOTE: Shuttle direction speed is controlled up to 6.8 mph. The transmission shuts down and an audible alarm sounds above 6.8 mph for safety. See Operators Manual
Transmission	8 Speed Power Triple Range with Left hand shuttle lever	
Speeds	24 F X 24 R Standard, 32F X 32R Opt. w/creep speed.	
Dual Range	High / Medium / Low is Synchronized, Shift by clutch button or pedal	
Differential Lock	Rear Wheels, Electric over hydraulic	
Final drive type	Inboard Planetary	
Brakes	Hydraulic, Self Adjusting Wet Disc Automatic four wheel braking during transport from two wheel mode	
PTO (dual speed)	Live-Hydraulic Independent PTO	
	Push and Turn Knob, Self modulating engagement, with brake for shaft retention	
	Sixty degree shaft rotation is obtainable for easy hookup, with engine off	
	540 rpm @ 2205 rpm SAE 6 spline	
	1000 rpm @ 2389 rpm SAE 21 spline	
<b>FRONT AXLE</b>		
Type	Bevel Pinion, no universal joints Final Drive: Outboard planetary	
Drive shaft	In line, enclosed, no universal joints	
Steering	Hydrostatic Power Steering with dedicated steering pump	
Steering angle max.	50 degrees	
Turning feature:	4WD Bi-Speed Turn is Standard (Exclusive feature)	
Clutch	On-the-go Electro-Hydraulic engagement	
Differential Lock	On-the-go Electro-Hydraulic engagement	
<b>HYDRAULIC SYSTEM</b>		
Type	Independent open center gear type, 2 pumps transmission driven	
Total Pump Output	34.8 gpm	
Remote Output	18.7 gpm @ 2773 - 2844 psi	
Power Steering	16.1 gpm @ 1849 psi	
No. of Remote	4 max: 2 Standard (1 SCD 1 FD), 2 Optional or 1 Optional remote 1 with flow control valve	
Spin-On Hyd. Filters	1 filter on right side with magnetic pickup	
<b>THREE POINT HITCH</b>		
3-Point Hitch	Category II	
Control method	Electric over Hydraulic. Controls are located in right side armrest.	
Draft Control	Electric over-Hydraulic. Lower link sensing/Bender bar type	
Position Control	Electro-Hydraulic -- Electric switch, left rear fender for remote hitch control (Right fender switch optional, wire harness is preinstalled, few minutes to install)	
Mix Control	Hydraulic	
Lift Arms	Telescoping Lower Link Ends with Float position in left side link	
Right link adjustment	Turn Buckle	
Lift Cap. 24" Behind	6,834	
Lift Points lbs	9,447 with high capacity cylinders, Optional	

Specifications subject to change without notice.

April 1, 2013

Utility/Agricultural Tractors

M110GX pg3

<b>SPECIFICATIONS, CAPACITIES, DIMENSIONS AND WHEELS</b>	
<b>M110GX MID-SIZE CAB TRACTOR (Cont.)</b>	
<b>DRAWBAR</b>	
Tongue weight	Max. Tongue weight 3,300 lbs.
Dimensions	Dimensions, 1.50 in. thick x 3.00 in. wide 18.0 inches to top of drawbar
Two position/Swinging type	Two positions, 14" for 540 rpm PTO, and 16" for 1000 rpm PTO
<b>ELECTRICAL</b>	
System	12 volt electrical system
Battery	12 volt battery 100 amp/hour 900 CCA
Alternator	80 amp
Glow plugs	Automatic thermo-electronic cold weather start aid
Monitor Coupler	12 Volt / 3-Pin 30 Amp coupler (Optional 12" pigtail available from Parts)
Trailer Connector	7-Pin Electrical Connector
<b>INSTRUMENTATION</b>	
Gauges	See attached LCD Panel graphics with complete details
LCD Display	
<b>SAFETY EQUIPMENT</b>	
Cab	Certified ROPS Cab with retractable seat belt
Switches	3 Safety start switches (Shuttle lever, Range lever and PTO Knob)
Parking	Parking brake
Paint	High visibility paint
Warning Devices	Horn and SMV (Slow Moving Vehicle Sign)
<b>DIMENSION</b>	
Height. To top of Cab	111.8 in.
Overall Length	165.4 in.
Overall Width	82.7 in.
Wheelbase	95.9 in.
Crop Clearance	19.5 in. Min Ground Clearance 16.5 in.
Drawbar height to top	18.7 in. (Drop Drawbar provides 13.95 in. height, optional)
Tread Width Front	62.2 in. and 66.1 in.
Rear	18.4/R30 / 18.4R34 / 16.9-34 Steel Dish 59, 63, 66, 70, 74, 77.5 18.4R30 Cast Dish 60, 64, 67, 71, 77, 78 18.4R34/ 18.4-34 / 16.9-34 Cast Dish 60, 64, 68, 72, 76, 77
Turning Radius w/ brake applied	12.5 4WD w/Bi-Speed engaged
without brake applied	13.1 ft. – 4WD W/Bi-Speed 16.1 ft. 4WD W/O Bi-Speed engaged
Base Weight Set up	9,215 lbs.
Field Ready	12,239 lbs.
	Field Ready: 12, 100 lb. front weights and 3 1/2 lbs Calcium fluid mix 912 lbs per tire
<b>TOW RATING</b>	
Maximum trailerable load	15,400 lbs.

Specifications subject to change without notice.

April 1, 2013

Utility/Agricultural Tractors

M110GX pg4



**TIGER**™  
ROTARY AND FLAIL  
**BROOM**  
**MOWERS**



DURABILITY    INNOVATION  
COMMITMENT

# Features

## Comparison By Model

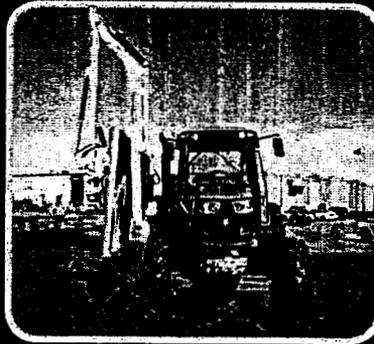
REACH OUT	MAINFRAME TYPE	BENGAL - SS			BENGAL - RS			LRS	SABER - RS		
		22	24	18	22	24	25		28	30	
50" Rotary	Conventional	21' 5"	23' 8"	18' 7"	22' 5"	24' 8"	22' 8"				
60" Rotary	Conventional	23' 0"	25' 3"	19' 2"	23' 0"	26' 3"	24' 3"				
50" Flail	Conventional	21' 3"	22' 6"	17' 5"	21' 3"	23' 6"	21' 6"				
63" Flail	Conventional	21' 3"	23' 5"	18' 5"	22' 3"	24' 6"	22' 6"				
50" Rotary	T 4			18' 8"	22' 6"	24' 9"	22' 9"	25' 1"	27' 6"	30' 0"	
60" Rotary	T 4			20' 3"	24' 1"	26' 4"	24' 4"	26' 6"	26' 1"	31' 5"	
60" Rotary	SW T 4			20' 5"	24' 3"	26' 6"	26' 6"				
50" Flail	T 4			17' 6"	21' 4"	23' 7"	21' 7"	23' 9"	26' 4"	28' 8"	
63" Flail	T 4			18' 6"	22' 4"	24' 7"	22' 7"	27' 4"	27' 4"	29' 8"	
<b>STOW SYSTEMS</b>											
Side Stow (SS)		•	•		•	•					
Three Point Stow (3PS)		•	•	•	•	•					
Single Point Open Stow (1OS)		•	•	•	•	•					
Three Point Open Stow (3OS)		•	•	•	•	•		•	•	•	
Legal Rear Stow (LRS)							•				
<b>STANDARD FEATURES</b>											
Hydraulic Safety Door		•	•	•	•	•	•	•	•	•	
Brake Valve		•	•	•	•	•	•	•	•	•	
Interchangeable w/side mower		•	•	•	•	•	•	•	•	•	
Nitrogen Accumulator		•	•	•	•	•	•	•	•	•	
Cable Controls		•	•	•	•	•	•	•	•	•	
Transport Safety Lock		•	•	•	•	•	•	•	•	•	

NOTE: Features and specifications are subject to change without notice. Please contact Tiger Corporation for the most current specification on any product.

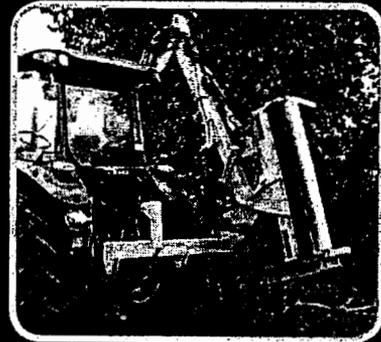
## Stow Systems

Tiger Corporation provides five different transport systems to fit your application, from the traditional Side Stow (SS) to the Legal Rear Stow (LRS).

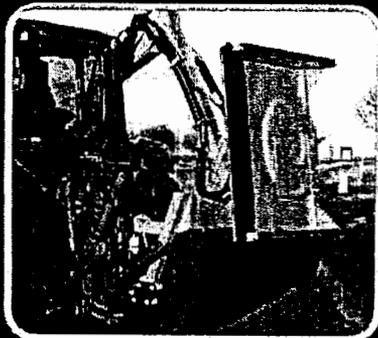
The Bengal Brute offers the LRS stow system that is designed to meet the challenges of hauling a Boom Mower 102" wide and under 13' 6" high.



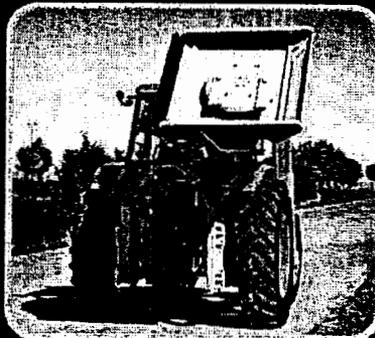
**SIDE STOW (SS)**



**3 PT STOW (3PS)**



**SINGLE PT STOW (1OS)**



**3 PT OPEN STOW (3OS)  
W/DBL AXLE SUPPORT**



**LEGAL REAR STOW (LRS)  
W/DBL AXLE SUPPORT**



Data cell key  
 User data entry or item description  
 Formula cells: Totals are calculated and filled in automatically.

Investment overview  
 Project Title: 60 HP Tractor with rotary mower, 36 months from MB Tractor & Equipment  
 Project Priority for Agency:  
 Requirement Code:

BENEFIT DRIVERS	YEAR										
	0	1	2	3	4	5	6	7	8	9	10
Increased Revenue (net)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Employee Efficiencies	\$24,300.00	\$24,300.00	\$24,300.00	\$24,300.00	\$24,300.00	\$24,300.00	\$24,300.00	\$24,300.00	\$24,300.00	\$24,300.00	\$24,300.00
Rental Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Decreased Operating Costs:											
Permanent Personnel Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Other Personnel Services											
Current Expense											
Equipment											
Travel											
Utilities											
Revenue Sources: As a result from Capital											
Budget Appropriation											
Federal											
Other											
Total annual benefits	\$24,300	\$24,300	\$24,300	\$24,300	\$24,300	\$24,300	\$24,300	\$24,300	\$24,300	\$24,300	\$24,300
Implementation factor (1)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total benefits realized	\$24,300	\$24,300	\$24,300	\$24,300	\$24,300	\$24,300	\$24,300	\$24,300	\$24,300	\$24,300	\$24,300

Costs	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total	\$0	\$13,665	\$13,665	\$13,666	\$3,448	\$1,353	\$3,687	\$1,408	\$3,731	\$1,465	\$3,881

Benefits	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Annual benefit flow	\$0	\$10,435	\$10,435	\$10,434	\$20,852	\$22,847	\$20,713	\$22,892	\$20,569	\$22,835	\$20,421
Cumulative benefit flow	0	10,435	20,869	31,303	52,155	75,102	95,815	118,707	139,277	162,112	182,533

Discounted benefit flow	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Discounted costs	\$0	\$13,462	\$13,069	\$12,690	\$3,064	\$1,167	\$3,004	\$1,145	\$2,945	\$1,122	\$2,861
Discounted benefits	0	23,592	22,905	22,238	21,580	20,961	20,351	19,758	19,183	18,624	18,081
Total discounted benefit flow	0	10,131	9,836	9,548	18,517	19,794	17,347	18,614	16,238	17,501	15,191
Total cumulative discounted benefit flow	0	10,131	19,966	29,515	48,041	67,835	85,183	103,798	120,034	137,535	152,726

Initial Investment	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Initial Investment	\$	\$12,905	\$12,905	\$12,906	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Implementation costs											
Ongoing support costs- maintenance & repairs (3)					3,448	1,353	3,687	1,408	3,731	1,465	3,881
Training costs											
Other costs- daily maintenance expense (2)		960	960	960							
Total costs	\$0	\$13,865	\$13,865	\$13,866	\$3,448	\$1,353	\$3,687	\$1,408	\$3,731	\$1,465	\$3,881

ROI measures	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cost of capital											
Net present value											
Return on Investment		75%	75%	75%	114%	156%	183%	218%	237%	268%	280%

(1) Implementation Factor - 100% assumes that a full year of savings will be realized. Accordingly, if a partial year of savings is expected, please adjust the implementation factor accordingly to avoid overstating the savings to be realized during that year.

(2) Bid documents state daily preventative maintenance, as recommended by the manufacturer, will be performed by DOT. Estimate of preventative maintenance expense provided. Used \$40/week while in operation. \$40/week x 24 weeks/year assumed.

(3) Maintenance & repair assumption once equipment is owned: \$1.25/hour assuming 1,000 hours/year usage. Tire expense \$1.00/hour for 2,000 hours usage every 2 years. Assume cost to maintain equipment rises 2% per year.

service exp	1,250	1,275	1,301	1,327	1,353	1,380	1,408	1,436	1,465	1,491
tire cost	0	2,040	0	2,122	0	2,208	0	2,295	0	2,381
total cost	1,250	3,315	1,301	3,448	1,353	3,587	1,408	3,731	1,465	3,868

Department of Transportation

Agency Code:  
 Agency Name:  
 Activity Code:  
 Division Name:

066  
 TRANSPORTATION

Data cell key  
 User data entry or item description  
 Formula cells: Totals are calculated and filled in automatically.

Investment overview  
 Project Title: 87 HP Tractor with mid-mount boom mower, 36 months from MIS Tractor & Equipment  
 Project Priority for Agency:  
 Requirement Code:

BENEFIT DRIVERS	YEAR										
	0	1	2	3	4	5	6	7	8	9	10
Increased Revenue (net)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Employee Efficiencies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rental Costs	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800
Decreased Operating Costs:											
Permanent Personnel Services											
Other Personnel Services											
Current Expense											
Equipment											
Travel											
Utilities											
Revenue Sources: As a result from Capital											
Budget Appropriation											
Other											
Total annual benefits	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800
Implementation factor (1)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total benefits realized	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800	\$29,800
<b>Costs</b>	<b>Year 0</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>
Total	\$0	\$41,726	\$41,726	\$41,727	\$5,570	\$1,353	\$5,793	\$1,408	\$5,025	\$1,465	\$9,287
<b>Benefits</b>	<b>Year 0</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>
Annual benefit flow	\$0	(\$11,926)	(\$11,926)	(\$11,927)	\$24,230	\$28,447	\$24,007	\$28,392	\$23,775	\$28,335	\$23,633
Cumulative benefit flow	0	(11,926)	(23,851)	(35,778)	(11,548)	16,899	40,906	69,298	93,073	121,409	144,942
<b>Discounted benefit flow</b>	<b>Year 0</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>
Discounted costs	\$0	\$40,510	\$39,330	\$38,186	\$4,949	\$1,167	\$4,652	\$1,145	\$4,756	\$1,122	\$4,663
Discounted benefits	0	26,932	26,089	27,271	26,477	26,706	24,967	24,230	23,524	22,639	22,174
Total discounted benefit flow	0	(11,578)	(11,241)	(10,915)	21,528	24,539	20,105	23,086	18,768	21,717	17,511
Total cumulative discounted benefit flow	0	(11,578)	(22,819)	(33,734)	(12,206)	12,333	32,438	55,524	74,292	96,009	119,519
<b>Initial investment</b>	<b>Year 0</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>
Initial investment	\$0	\$40,706	\$40,706	\$40,787	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Implementation costs											
Ongoing support costs- maintenance & repairs (3)											
Training costs											
Other costs- daily maintenance expense (2)											
Total costs	\$0	\$41,726	\$41,726	\$41,727	\$5,570	\$1,353	\$5,793	\$1,408	\$5,025	\$1,465	\$9,287

ROI measures  
 Cost of capital  
 Net present value  
 Return on Investment

3.0%  
 \$115,519.42  
 -29%    -29%    -29%    -29%    -10%    10%    25%    45%    55%    71%    81%

(1) Implementation Factor - 100% assumes that a full year of savings will be realized. Accordingly, if a partial year of savings is expected, please adjust the implementation factor accordingly to avoid overstating the savings to be realized during that year.  
 (2) Bid documents state daily preventative maintenance, as recommended by the manufacturer, will be performed by DOT. Estimate of preventative maintenance expense provided. Used \$40/week while in operation, \$40/week x 24 weeks/year assumed.  
 (3) Maintenance & repair assumption once equipment is owned. \$1.25/hour assuming 1,000 hours/year usage. The expense \$2.00/hour for 2,000 hours usage every 2 years. Assume cost to maintain equipment rises 2% per year.

service exp	1,250	1,275	1,301	1,327	1,353	1,380	1,408	1,436	1,465	1,494
inv cost	0	0	0	0	0	0	0	0	0	0
total cost	1,250	1,250	1,301	1,327	1,353	1,380	1,408	1,436	1,465	1,494

NG



State House Annex  
25 Capitol Street  
Concord, New Hampshire 03301

*State of New Hampshire*  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PURCHASE & PROPERTY

Robert Stowell  
Administrator  
603/271-3606

Michael Connor, Deputy Commissioner

The State of New Hampshire is soliciting bid requests for:

**BID #96-14**

**BID FOR: FINANCIAL SERVICES FOR EQUIPMENT-  
TRAILERS, 20 TON TAG**

**DUE: NOVEMBER 1, 2013 @ 1:30 PM EST**

Please go to the State of New Hampshire, Department of Administrative Services,  
Bureau of Purchase and Property Website at:

[http://admin.state.nh.us/purchasing/bids\\_posteddte.asp](http://admin.state.nh.us/purchasing/bids_posteddte.asp)

Download the BID document by pulling down the list under "Search by Bid #", click on Bid #96-14 to highlight, click on "Search" to bring up Bids & Proposals page of bid, scroll down and select "download document here" (all specifications sheets and plans are included in this document). Please be sure to check this site before your bid submission for any addendums that may have been issued.

Sincerely,

Alan Hofmann  
Purchasing Agent  
Telephone: 603-271-2550  
Fax: 603-271-7564  
E-mail: [alan.hofmann@nh.gov](mailto:alan.hofmann@nh.gov)

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 10/31/2013

Company Name: MB Tractor & Equipment  
Address: 194 Plaistow Road  
Plaistow, NH 03865

To: Point of Contact: Alan Hofmann  
Telephone: (603)-271-2550  
Fax: (603) 271-7564  
Email: prchweb@nh.gov

RE: Bid Invitation Name: FINANCIAL SERVICES FOR EQUIPMENT - TRAILERS, 20 TON TAG  
Bid Number: [REDACTED]  
Bid Opening Date and Time: November 1, 2013 @ 1:30 PM EST

Dear Alan Hofmann:

[Insert name of signor] Zachary Langlois on behalf of MB Tractor & Equipment [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 #96-14 for Financial Services for Equipment at the price(s) quoted herein in complete accordance with the bid.

Zachary Langlois is authorized to legally obligate MB Tractor & Equipment  
Print Signor Name Print Company Name

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. The Bid is effective for a period of 180 days from the Bid submission deadline of November 1, 2013.
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.

Vendor's official point of contact is: Zachary Langlois  
Telephone: (603) 630-0800 Email: zacharyl@mbtractor.com Fax: (603) 974-2419

Authorized Signor's Name Printed Zachary Langlois

Authorized Signor's Signature \_\_\_\_\_

COUNTY: Roxbury STATE: NH ZIP: 03865

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 30<sup>th</sup> day of October, 2013, there appeared before me, the state and county foresaid a person who satisfactorily identified himself via driver's license and acknowledge that he executed this document indicated above.

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

(Notary Public/Justice of the Peace) JANE K. STEWART, Notary Public  
My Commission Expires August 14, 2018 (Date)

5 of 10/31/13  
Page 1 of 11

Contractor Initials: ZL  
Date: 10/31/13

**REQUEST FOR BID FOR A CONTRACT TO PROVIDE FINANCIAL SERVICES FOR EQUIPMENT  
FOR THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

This is a request for bid issued by the Department of Administrative Services (DAS) Division of Plant and Property Management to establish a contract for Financial Services for equipment in accordance with the requirements of this bid invitation and any resulting contract).

**SPECIFICATIONS:**

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

**VENDOR RESPONSIBILITY:**

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

**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 has been awarded.

Complete bids shall be filled out on original bid format. All pricing shall be on the State's format.

**LIABILITY:**

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 issuance.

**CONTRACT 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 P-37 included herein shall be part of this bid and the basis for the contract. The successful vendor and the State, following notification, shall promptly execute this form of contract, 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 for a period not to exceed sixty (60) months.

**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.

Contractor Initials: 24  
Date: 10/13/14

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:**

Non-appropriation / fiscal funding:

The State of New Hampshire shall have the right to terminate the contract without penalty, if the agency does not receive the necessary appropriation funding beyond each fiscal year.

**VENDOR CERTIFICATIONS:**

ALL vendors SHALL be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **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 filling the required forms (no fee): <http://admin.state.nh.us/purchasing/vendor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract, 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, 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.

**INVOICING:**

Invoices shall be submitted monthly to the requesting agency. Payment shall be paid after receipt of invoice and acceptance by the agency.

**BID INQUIRIES:**

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to Alan Hofmann, Purchasing Agent, Bureau of Purchase and Property, at [alan.hofmann@nh.gov](mailto:alan.hofmann@nh.gov), or Telephone number: 603-2712550. All requests shall be submitted five business days prior to bid opening date.

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

**BID DUE DATE:**

All bid submissions shall be received at the Bureau of Purchase and Property 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 DAS, Bureau of Purchase and Property may be grounds for disqualification.

**VENDOR(S) OPPORTUNITY:**

The act of submitting a bid is to be considered in full acknowledgment that the vendor(s) is familiar with the conditions and requirements of these specifications.

**VENDOR'S RESPONSIBILITY:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation (i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. 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 our website at: <http://admin.state.nh.us/purchasing/index2.asp>

Contractor Initials: 24  
Date: 10/15/14

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

The website is update 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 Bureau of Purchase and Property with the bid response.

**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
- Complete all other required information on your offer
- Complete the "vendor(s) Contact Information" section
- Complete the company information on the "General Conditions and Instructions" page, and sign the bid in the space provided on that page.

**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 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.

**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 Bureau of Purchase and Property before the date and time above in "Bid Submission".

Submission of bid in its entirety via mail, fax (603-271-7564) or email ([prchweb@nh.gov](mailto:prchweb@nh.gov)) to:  
Alan Hofmann, Purchasing Agent  
NH Bureau of Purchase and Property  
25 Capitol Street - Room 102  
Concord NH 03301

Bid responses shall be marked as:

State of New Hampshire Bid #96-14  
Due Date: November 1, 2013 @ 1:30 PM EST  
Financial Services for Equipment - TRAILERS, 20 TON TAG ALONG

**AWARD:**

The award will be made in total to the responsible vendor(s) meeting the criteria established in this RFB and providing the lowest cost unless other criteria are noted in the Bid. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price.

Any resulting contract shall become effective on the date approved by the Governor and Executive Council for the State of New Hampshire.

**NOTIFICATION AND AWARD OF CONTRACT:**

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening: 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 and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

Bid results may also be viewed on our website at <http://www.state.nh.us/purchasing/bid.asp>.

Contractor Initials: ZLJ  
Date: 10/15/14

**SCOPE OF SERVICES:**

The purpose of this bid is to provide FINANCIAL SERVICES FOR EQUIPMENT – TRAILERS, 20 TON TAG ALONG

**WARRANTY REQUIREMENTS:**

If, applicable, the successful vendor shall be required to warrant all of the items awarded for a period of not less than the manufacturer's United States warranty standard period of time or standard number of years indicated by manufacturer, 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, labor, travel, lodging and expenses.

**PERFORMING SERVICES:**

The Vendor will perform all services according to the requirements and specifications of this bid and the New Hampshire Department of Administrative Services.

**OFFER:** The undersigned hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

**SCOPE OF SERVICES:**

100% financing of equipment.

Term: Thirty Six (36), Forty Eight (48) or Sixty (60) months.

Titling: The Contractor will title the vehicles in the state agencies name with the Contractor as the lien holder.

Down payment: None.

Security deposit: None.

Insurance: The State of New Hampshire is self-insured.

Maintenance: As per the bid specifications

Termination: Non-appropriation / fiscal funding: The State of New Hampshire shall have the right to terminate the contract without penalty, if the agency does not receive the necessary appropriation funding beyond each fiscal year.

End of term: The state will retain the equipment at the end of the agreement with a \$1.00 buyout.

**F.O.B.:**

The F.O.B. shall be destination to the following delivery point:

NH DEPARTMENT OF TRANSPORTATION  
BUREAU OF MECHANICAL SERVICES  
33 SMOKEY BEAR BLYD.  
CONCORD NH 03301

**REQUISITION NO.:** TBD

2 EACH NEW, MANUFACTURED DATE OF 2013 OR NEWER (as noted on manufacturer's statement of origin)  
20 TON TAG ALONG TRIALERS AS PER THE FOLLOWING MINIMUM D.O.T. SPECIFICATIONS

MONTHLY PAYMENT FOR ONE 20 TON TAG ALONG TRAILER FOR A PERIOD OF 36 MONTHS \$ 647.45

MONTHLY PAYMENT FOR ONE 20 TON TAG ALONG TRAILER FOR A PERIOD OF 48 MONTHS \$ 517.59

MONTHLY PAYMENT FOR ONE 20 TON TAG ALONG TRAILER FOR A PERIOD OF 60 MONTHS \$ 441.25  
VENDOR'S MUST SUBMIT PRICING ON ALL THREE LINE ITEMS TO BE CONSIDERED

Make and model Hudson HDT18A 20 Ton Tag Along  
Bidder to submit detailed manufacturers specifications/literature

**DELIVERY TIME:**

Note: Delivery is to be accomplished no later than 60 days ARO. However delivery will be accepted sooner

Contractor Initials: *26*  
Date: *10/15/14*

**SPECIFICATION  
20-Ton Tag-Along Trailer**

**1.0 SCOPE:**

This specification covers the State of New Hampshire Department of Transportation's requirements for 20-ton tag-along trailers.

**2.0 REQUIREMENTS, GENERAL:** All new current production equipment. All manufacturers standard equipment for the make and model offered, not in conflict with the specific requirements of this specification must be furnished. Equipment must meet all federal and state equipment and safety requirements.

2.0.1 Capacity: Rated payload capacity of 40,000 pounds minimum.

2.0.2 Deck: Deck length shall be 25' long (20' flat with a 5' beaverfall). Empty deck height shall be between 33 and 35 inches. Overall trailer length shall not be greater than 31'. Deck width and overall width shall be 96" inches. Deck type shall be 2" nominal treated hardwood. Minimum of 8 total (4 per side) D-ring tie-downs or rub rail with stake pockets.

2.0.3 Ramps: Dual, 6' spring assist ramps with air or self contained hydraulic assist, hardwood surface and feathered ends.

2.0.4 Brakes: Air with ABS and ASA (spring brakes on one or more axles)

2.0.5 Tires, wheels and axles: Tires shall be 215/75R17.5 16PR Radial. Wheels shall be 6.75" x 17.5" 0-bolt disc. Axles shall be two (2) 20K pound air brake axles with oil both bearings. Matching spare tire & rim mounted on the trailer.

2.0.6 Hitch: Adjustable 3" I.D. forged eye. Adjustable in height from 20 to 30". Landing Gear shall be 12,000 pound capacity with 2 speed (minimum) hand crank. Safety chains shall be minimum 1/2" plated high test, safety hooks with latches. Lockable tool box with lid shall be included.

2.0.7 Lights: Sealed L.E.D., 12-volt DOT approved. 7-way ATA plug wiring harness.

2.0.8 Color: Manufacturer's standard color - see separate paint specifications

**3.0 WARRANTY /MAINTENANCE:** A warranty covering the entire trailer (equipped as specified), including all parts and labor, will be required for the duration of the lease. Warranty work shall be performed at the unit's assigned location within three (3) working days of notification. If extended service plan work is not possible to perform at the assigned work location, the unit may be transported to the service vendor's facility that is closest to the unit's assigned location. Any and all transportation costs incurred shall be included in the warranty.

**4.0 TRAINING:** Training in the use, operation, and maintenance of the complete unit shall be included at no cost. Training shall be scheduled at a date, time, and location agreeable to the State.

**5.0 MANUALS:** Two (2) complete sets of operator, parts, and service manuals shall be furnished

Notes: EACH ITEM IS TO BE COMPLETELY ASSEMBLED, SERVICED, LUBRICATED, CLEANED AND READY FOR IMMEDIATE USE.

**VENDOR CONTACT INFORMATION:**

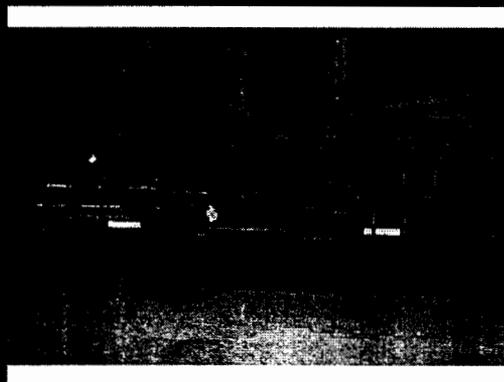
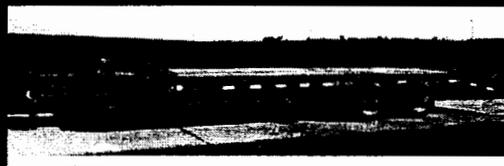
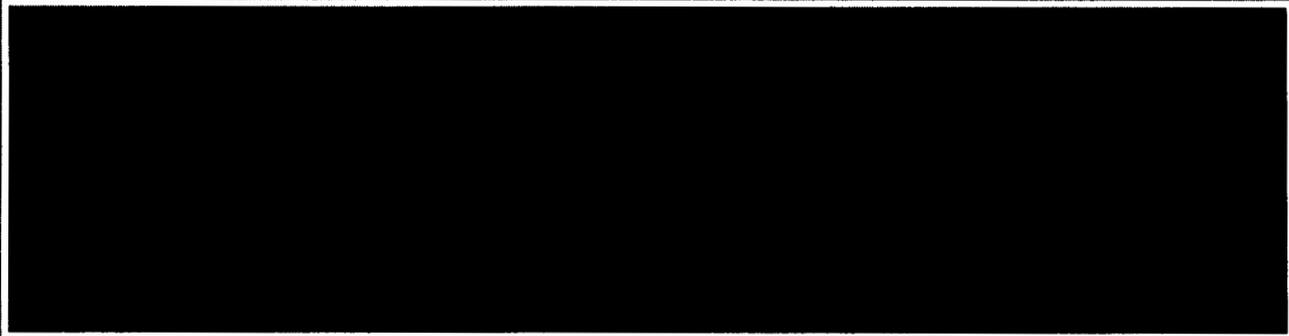
The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

Zachary Langlois	(603) 630-0800	
_____ Contact Person	_____ Telephone Number	_____ Toll Free Telephone Number
(603) 974-2419	zacharyl@mbtractor.com	www.mbtractor.com
_____ Fax Number	_____ E-mail Address	_____ Company Website

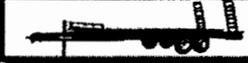


# Building Quality Trailers Since 1970.

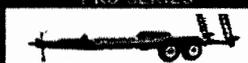
Trailers • Parts • Service • Call Us At: 704.753.4723



ADVANTAGE SERIES



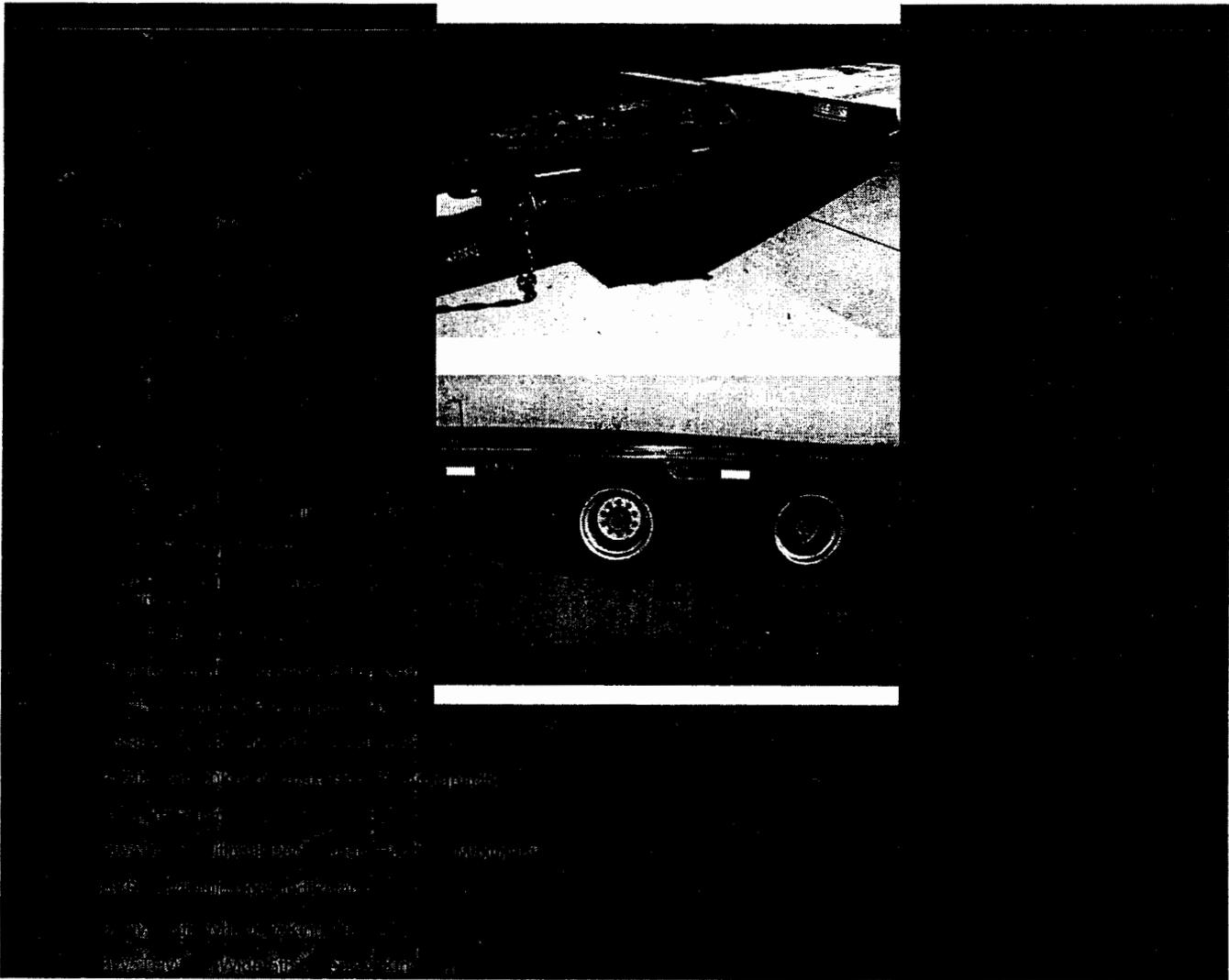
PRO SERIES



5-STAR QUALITY DIRECTORS

**FIND A DEALER NEAR YOU!**





STM - Spare Tire Mount

STR - Spare Tire & Rim

CO - Color Options: Red, Blue, Green, Kubota & Ditch Witch Orange

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STATE OF NEW HAMPSHIRE

DATE:11/1/13

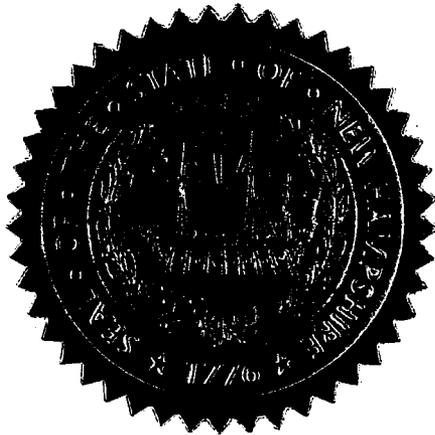
BID #96-14		FINANCIAL SERVICES - 20 TON EQUIPMENT TRAILERS	
REQUISITION:		TRACTOR	
DESCRIPTION:		DESCRIPTION	
VENDOR:		MONTHLY PAYMENT	
36 MONTHS	647.45	HUDSON HDT18A	
48 MONTHS	517.58		
60 MONTHS	441.25		



# 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 SUMMA HUMMA ENTERPRISES, LLC is a New Hampshire limited liability company formed on February 9, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10<sup>th</sup> day of October, A.D. 2014

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

William M. Gardner  
Secretary of State

SUMMA HUMMA ENTERPRISES, LLC

d/b/a MB Tractor

Certificate of Vote

This is to certify that a special meeting of the Board of Summa Humma Enterprises, LLC , held at our offices located 194 Plaistow Road, Plaistow, NH, on October 15, 2014, all members being present and vote, unanimously agree to enter into a service contract with the State of New Hampshire to provide service of Inspection, repairs and scheduled service to mowers, attachments and trailers per RFB -177-14 and RFB-96-14, and Zachary Langlois, Sales Rep to execute all documents related to the service contract.

Respectfully,

A handwritten signature in black ink, appearing to read "Marc R. Bourgeois", with a long horizontal flourish extending to the right.

Marc R. Bourgeois



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2014

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).

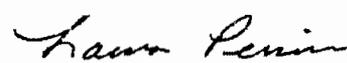
<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Carrie Morgan <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> cmorgan@crossagency.com	<b>FAX (A/C, No):</b> (603) 645-4331
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Summa Humma Enterprises LLC, DBA: MB Tractor & Equipment P.O. Box 289 Tilton NH 03270	<b>INSURER A:</b> Motorists Comm'l Mutual Ins Co	<b>NAIC #</b> 13331
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 14-15 All lines- NH 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		2362521	12/1/2014	12/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		2362521	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Dealer Plates Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		2362523	12/1/2014	12/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<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 N/A		12/1/2014	12/1/2015	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	BPP including Stock		2362521	12/1/2014	12/1/2015	Limit: 5,429,752 Deductible: 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
State of New Hampshire Bureau of Highway Maintenance is included as additional insured with respects to the CGL as per written contract. Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b>  MWalsh2@dot.state.nh.us  State of New Hampshire Bureau of Highway Maintenance 7 Hazen Drive 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.  <b>AUTHORIZED REPRESENTATIVE</b>  Laura Perrin/JSC 
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New Hampshire Automobile Dealers Association

P.O. Box 2337

Concord, NH 03302-2337

Phone: 800-852-3372

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**CERTIFICATE OF COVERAGE**

WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

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This certificate is issued to:

MB Tractor & Equipment

PO Box 289

Tilton, NH 03276

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

Safety National Casualty Corporation

Policy Number SP 4050157

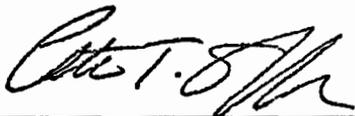
The limits of liability under this certificate for Employers' Liability coverage are \$2,000,000 per employee, per accident, per disease.

The coverage for the above entity is effective 12/1/2014 through an indefinite expiration date. The policy term for the excess coverage is 1/1/2014 through 1/1/2015. Termination of the certificate will be made by certified mail pursuant to the requirements of the New Hampshire Workers' Compensation statute and the New Hampshire Automobile Dealers Association Trust Agreement.

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

N.H. AUTOMOBILE DEALERS ASSOCIATION WORKERS' COMPENSATION TRUST

By



\_\_\_\_\_  
DIRECTOR OF WORKERS' COMPENSATION



Subject: Chadwick - Ba Ross lease purchase Agreement - compactors FORM NUMBER P-37 ( version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

Form with fields for State Agency Name, Contractor Name, Completion Date, Price Limitation, Signatures, and Acknowledgement. Includes a notary seal for Susan M. Burns.

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
  - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials JAM  
Date 01/15/2014

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

**I. INTRODUCTION**

Chadwick-Ba Ross (hereafter referred to as the "Contractor") hereby agrees to supply and deliver for the state of New Hampshire as described herein.

- 2 Ea. New Volvo # SD45D Single Drum Compactor per bid # 100-14 specifications.

**II. CONTRACT DOCUMENTS**

This contract consists of the following documents ("contract documents" ) in order of precedence:

- State of New Hampshire terms and Conditions, General provisions form P-37
- Exhibit A Scope of Services
- Exhibit B Payment Terms
- Exhibit C Special provisions
- Exhibit D RFB 100-14 incorporated herein
- Exhibit E Equipment Description

**III. SCOPE**

This contract is to establish an agreement to provide the following to the state of New Hampshire, Department of Transportation, Bureau of Highway Maintenance

- Supply paint test results meeting the specifications stated within
- Supply and deliver equipment as specified in the timeframe specified within
- Provide Equipment training per the specifications stated within
- Provide warranty and maintenance service per the specifications stated within

**IV. TERM**

The term of this contract shall be for thirty six month (36) commencing upon the approval by the state of New Hampshire Governor and Council and will extend for the term of the agreement (36 months) from date of delivery of the equipment and accepted by the State.

**V. WARRANTY**

- Contractor shall supply a warranty covering the entire unit, including all parts, labor and transportation for the duration of the agreement (36 months) from date of delivery and NH DOT acceptance.
- Contractor shall perform warranty work at the equipment assigned location within three (3) working days of notification. If units need to be transported for warranty work, all transportation cost shall be borne by the contractor.

**VI. EXTENDED SERVICE PLAN**

- An extended service plan covering the entire unit (equipped as specified), will be provided for the duration of the agreement by the contractor, (thirty six [36] months) from date of delivery and NH DOT acceptance.
- This plan will cover all repair parts, and labor that is not otherwise covered by the warranty or preventative maintenance service. Extended service plan work shall be performed at the units' assigned location within three (3) working days of notification.
- If extended service plan work is not possible to perform at the assigned work location, the unit may be transported to the Contractors service facility closest to the units' assigned location. Any and all transportation cost shall be included in the extended service plan.
- The Extended service plan shall remain in effect for the original agreement duration whether or not the state exercises its option to purchase the equipment from the contractor.

Contractor Initials: CBM  
Date: 10/15/2014

**VII. MAINTENANCE**

First level (i.e. daily) preventative maintenance shall be performed by NH DOT. All preventative and scheduled maintenance above first level, including all wear items such as tires, brakes, belts, hoses, filters, fluid changes, bushings, etc., and parts and labor, for the entire unit ( equipped as specified) shall be performed by the contractor at the units assigned location, throughout the term of the agreement at no cost to the state. A weekly record of usage shall be furnished by NH DOT if requested.

**VIII. MANUALS**

Two (2) complete sets of operator, parts and service manuals shall be furnished at time of delivery.

**IX. DELIVERY**

Contractor shall bear all cost of delivery of equipment. The equipment shall be delivered to TWO (2) different locations within the 6 DOT highway districts. Specific locations shall be provided to the contractor when VIN numbers are provided for the equipment by the contractor.

**X. DELIVERY TIME**

Contractor shall complete delivery of the equipment with in the following time frame;

**Sixty (60) calendar days** from date of order notification from the financier, Equipment shall be accepted sooner.

**XI. TRAINING**

Contractor shall provide operational and maintenance training of the compactor. Training shall be scheduled at a date, time and location agreeable to the State.

Contractor Initials:     *km*      
Date: 10/15/2014

**EXHIBIT B**  
**PAYMENT TERMS**

The Contract price Limitation for this contract is \$0.00. No payments shall be made by the State of New Hampshire to the contractor. The equipment expenses shall be financed through a separately executed financing agreement.

Contractor Initials:     *BSM*      
Date: 10/15/2014

**EXHIBIT C**  
**SPECIAL PROVISIONS**

1. There are no other special provisions for this agreement

Contractor Initials: BM  
Date: 10/15/2014

**EXHIBIT D**

RFB 100-14 incorporated herewith

Contractor Initials: SM  
Date: 10/15/2014

**EXHIBIT E**  
**Equipment Description**

1. 2 Ea. New Volvo # SD45D Single Drum Compactor per bid #100-14 specifications.

Contractor Initials:   
Date: 10/15/2014

NG



*State of New Hampshire*

State House Annex  
25 Capitol Street  
Concord, New Hampshire 03301

DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PURCHASE & PROPERTY

Robert Stowell  
Administrator  
603/271-3606

Michael Connor, Deputy Commissioner

The State of New Hampshire is soliciting bid requests for:

**BID #100-14**

**BID FOR: FINANCIAL SERVICES FOR EQUIPMENT-  
COMPACTOR, SINGLE DRUM, 5-TON**

**DUE: NOVEMBER 4, 2013 @ 1:30 PM EST**

Please go to the State of New Hampshire, Department of Administrative Services,  
Bureau of Purchase and Property Website at:

[http://admin.state.nh.us/purchasing/bids\\_posteddte.asp](http://admin.state.nh.us/purchasing/bids_posteddte.asp)

Download the BID document by pulling down the list under "Search by Bid #", click on Bid #100-14 to highlight, click on "Search" to bring up Bids & Proposals page of bid, scroll down and select "download document here" (all specifications sheets and plans are included in this document). Please be sure to check this site before your bid submission for any addendums that may have been issued.

Sincerely,

**Alan Hofmann**  
Purchasing Agent  
Telephone: 603-271-2550  
Fax: 603-271-7564  
E-mail: [alan.hofmann@nh.gov](mailto:alan.hofmann@nh.gov)



- Handset expand [GRANTTE\Mathw...
- Main
- Trash
- Other Users

Date/Time	To/From/File	Fax Number/E-n...	Pages/Bytes	Status	Account	Mailer	Unique ID	Dir
10/22/2013 3:00	BEAUREGARD...	9 228 0537	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	BLACKMOUNT...	9 787 6954	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	BIGGS EQUIP...	9 463 9788	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	CASEY EOPT &...	9 679 1914	Cover+1	Phone Line Problem			NAT526693128E...	NAT
10/22/2013 3:00	CENTILLA CORP	9 688 3882	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	CHADWICK-BA...	9 224 3001	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	D.L THOMAS E...	9 363 4249	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	DITEQ CORP	9 1816 222 0004	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	DRILLCO NATIO...	9 1 786 274 1836	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	ENSIO RESOUR...		Cover+1	Phone Line Problem			NAT526693128E...	NAT
10/22/2013 3:00	EW SLEEPER C...	9 225 4918	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	HERITZ EQUIPM...	9 1 802 872 5350	Cover+1	Phone Line Problem			NAT526693128E...	NAT
10/22/2013 3:00	HILTI INC	9 1 800 950 6610	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	HOOKSETT TD...	9 625 4998	Cover+1	Transmission Error			NAT526693128E...	NAT
10/22/2013 3:00	JOB INC	9 1 912 447 2246	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	JOHN DEERE P...	9 226 4650	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	KENNA/METAL I...	9 1 724 539 5079	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	LEHIGH CONST...	9 1 570 654 6180	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	NE POSITIONING...	9 224 0093	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	NES COMPANY...	9 623 2613	Cover+1	No Answer At Fax Number			NAT526693128E...	NAT
10/22/2013 3:00	NORTH AMERI...	9 1 607 267 4989	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	NORTHWOOD	9 942 7169	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	PINNAACLE/EMEV	9 756 4809	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	POWER COOL I...	9 1 215 943 5092	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	RC HAZELTON	9 627 5731	Cover+1	OK			NAT526693128E...	NAT
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10/22/2013 3:00	ROADSAFE TR...	9 1 508 580 5185	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	SOUTHWOODTH...	9 746 4630	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	ST PIERRE INC	9 826 4171	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	SUNBELT PEN...	9 483 0289	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	TEGRA EQUIPM...	9 798 4787	Cover+1	OK			NAT526693128E...	NAT
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10/22/2013 3:00	TOWNLIN E Q...	9 675 2605	Cover+1	Transmission Error			NAT526693128E...	NAT
10/22/2013 3:00	UNITED RENTA...	9 626 5865	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	WOODS CRW C...	9 644 8747	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	YORK BRIDGE	9 1 813 482 0700	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	EPIC SOLUTION...	9 1 701 277 7073	Cover+1	OK			NAT526693128E...	NAT
10/22/2013 3:00	ROADWAY SUP...	9 431 1680	Cover+1	OK			NAT526693128E...	NAT

*Vendor List*



STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 11-19-13

Company Name: Chadwick Baross  
Address: 237 Sheep Davis RD  
Concord NH 03301

To: Point of Contact: **Alan Hofmann**  
Telephone: (603)-271-2550  
Fax: (603) 271-7564  
Email: prchweb@nh.gov

RE: Bid Invitation Name: **FINANCIAL SERVICES FOR EQUIPMENT - COMPACTOR, SINGLE DRUM, 5-TON**  
Bid Number: **100-14**  
Bid Opening Date and Time: **November 4, 2013 @ 1:30 PM EST**

Dear Alan Hofmann:

[Insert name of signor] Dave Libby, on behalf of Chadwick Baross [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 #100-14** for Financial Services for Equipment at the price(s) quoted herein in complete accordance with the bid.

Dave Libby is authorized to legally obligate Chadwick Baross  
Print Signor Name Print Company Name

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 submission deadline.
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.

Vendor's official point of contact is: Dave Libby  
Telephone: 603-731-3846 Email: libbyd@chadwick-baross.com Fax: 603-224-3001  
Authorized Signor's Name Printed: Dave Libby  
Authorized Signor's Signature: Dave Libby  
COUNTY: Merrimack STATE: NH ZIP: 03301

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 19 day of November 2013, there appeared before me, the state and county foresaid a person who satisfactorily identified Dave Libby and acknowledge that he executed this document indicated above.

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

[Signature]  
(Notary Public/Justice of the Peace)

LISA M. PHILBRICK  
Notary Public - State of New Hampshire  
My Commission Expires March 28, 2017

My commission expires: 3/28/17 (Date)

Contractor Initials: [Signature]  
Date: 11/15/13

**VENDOR CONTACT INFORMATION:**

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

Dave Libby  
Contact Person

731-3846  
Telephone Number

1800477-4063  
Toll Free Telephone Number

224-3001  
Fax Number

\_\_\_\_\_  
E-mail Address

CB.com  
Company Website

l.libby@Chadwick-Barron.com

Contractor Initials: [Signature]

Date: 10/19/14

Bid results may also be viewed on our website at <http://www.state.nh.us/purchasing/bid.asp>.

**SCOPE OF SERVICES:**

The purpose of this bid is to provide FINANCIAL SERVICES FOR EQUIPMENT – **COMPACTOR, SINGLE DRUM, 5-TON**

**WARRANTY REQUIREMENTS:**

If, applicable, the successful vendor shall be required to warranty all of the items awarded for a period of not less than the manufacturer's United States warranty standard period of time or standard number of years indicated by manufacturer, 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, labor, travel, lodging and expenses.

**PERFORMING SERVICES:**

The Vendor will perform all services according to the requirements and specifications of this bid and the New Hampshire Department of Administrative Services.

**OFFER:** The undersigned hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

**SCOPE OF SERVICES:**

100% financing of equipment.

Term: Thirty Six (36), Forty Eight (48) or Sixty (60) months.

Titling: The Contractor will title the vehicles in the state agencies name with the Contractor as the lien holder.

Down payment: None.

Security deposit: None.

Insurance: The State of New Hampshire is self-insured.

Maintenance: As per the bid specifications

Termination: Non-appropriation / fiscal funding: The State of New Hampshire shall have the right to terminate the contract without penalty, if the agency does not receive the necessary appropriation funding beyond each fiscal year.

End of term: The state will retain the equipment at the end of the agreement with a \$1,00 buyout.

**F.O.B.:**

The F.O.B. shall be destination to the following delivery point:

NH DEPARTMENT OF TRANSPORTATION  
BUREAU OF MECHANICAL SERVICES  
33 SMOKEY BEAR BLVD.  
CONCORD NH 03301

**REQUISITION NO.:** TBD

1 EACH NEW, MANUFACTURED DATE OF 2013 OR NEWER (as noted on manufacturer's statement of origin)  
**COMPACTOR, SINGLE DRUM, 5-TON AS PER THE FOLLOWING MINIMUM D.O.T. SPECIFICATIONS**

MONTHLY PAYMENT FOR ONE COMPACTOR, SINGLE DRUM, 5-TON FOR A PERIOD OF 36 MONTHS \$ 2,083<sup>64</sup>

MONTHLY PAYMENT FOR ONE COMPACTOR, SINGLE DRUM, 5-TON FOR A PERIOD OF 48 MONTHS \$ 1,681<sup>42</sup>

MONTHLY PAYMENT FOR ONE COMPACTOR, SINGLE DRUM, 5-TON FOR A PERIOD OF 60 MONTHS \$ 1401.98

**VENDOR'S MUST SUBMIT PRICING ON ALL THREE LINE ITEMS TO BE CONSIDERED**

Make and model

Volvo SD45D

Vendor to submit detailed manufacturers specifications/literature

**DELIVERY TIME:**

Note: Delivery is to be accomplished no later than 60 days ARO. However delivery will be accepted sooner

**SPECIFICATION- NEW 5-TON, ARTICULATING, VIBRATORY COMPACTOR**

**GENERAL:**

This specification is for a 5-ton vibratory compactor with smooth roller drum and pneumatic rear tires for the intended use of compacting soils and other construction materials.

The unit shall be the latest current manufacturer's model, complete with all standard and specified equipment, tools, and warranties. Vendor shall submit current printed literature and detailed specifications for equipment to be furnished.

Equipment must meet all federal and state equipment and safety requirements. All ratings shall be SAE standards. All equipment shall be equipped with manufacturer's standard features, unless otherwise specified. Do not use fleet specifications for manufacturer's standard features.

Certificate of Origin is required upon delivery.

A Material Safety Data Sheet (MSDS) shall be furnished for each applicable material and fluid prior to, or at the time of, delivery. Failure to comply with this requirement will delay acceptance.

**PAINT:**

The vendor's attention is directed to the specification for lead-free paint, included separately. Vendors are advised that all aspects of this paint specification must be met prior to acceptance of the equipment, including the submission of laboratory test results and a certificate of conformance. Failure to comply with this specification in its entirety may result in cancellation of the order.

**DELIVERY:**

60 days (maximum) ARO. Completed units shall be delivered with all equipment in place, cleaned, lubricated, serviced, and ready for operation to: NHDOT Bureau of Mechanical Services, 33 Smokey Bear Boulevard, Concord, New Hampshire 03301. Advance notice for delivery is required. Contact Tom Moore at (603) 271-3721.

Upon delivery, a product inspection will be performed to ensure that all specifications and requirements have been met. NHDOT will submit any and all discrepancies to the Vendor within 15 working days of receipt, and all discrepancies shall be rectified prior to acceptance. If the discrepancies cannot be rectified within 14 calendar days of notification, the order may be cancelled. A signed copy of the dealer pre-delivery service check sheet and certificate of origin must accompany each unit.

**COMPACTOR:**

**OPERATING WEIGHT:**

Minimum 10,000 pounds, including ROPS

**DRUM:**

Smooth steel drum, 54-inch minimum width, 39-inch minimum diameter, with minimum shell thickness of 0.75-inch, equipped with dual, spring-loaded scrapers

**TIRES (REAR):**

Diamond tread, 365/85R20, PR 4

**ENGINE:**

Water-cooled, 4-cylinder diesel engine, minimum 60 SAE HP. Cooling system protected to minus 34 degrees F with ethylene glycol. Engine shall meet latest EPA Tier III emission standards.

**FUEL TANK:**

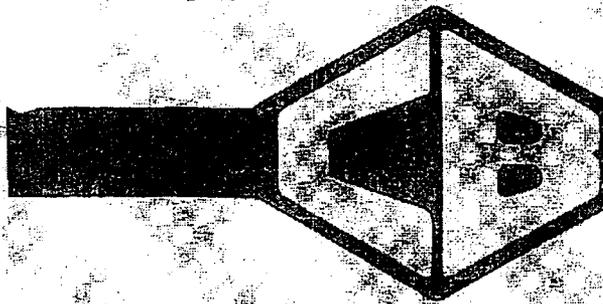
26 US gallons (minimum).

**DRIVE SYSTEM:**

Hydrostatic, operating both front drum and rear tires (all-wheel drive). Ground speed shall be infinitely variable in both forward and reverse between 0 and 4 MPH (minimum) in work range. Unit shall be able to operate on at least a 50 percent uphill grade with front drum vibrating.

- VIBRATION:** Front drum vibration shall be designed with adjustable amplitudes, adjustable frequencies or both. Vibration shall be operator controlled with a digital or analog readout or indicator light located on the control panel. The control for engaging the vibration system shall be located in the forward and reverse control lever(s). Manual and automatic control of the vibratory system shall be provided.
- STEERING:** Hydrostatic power steering with true center point articulation of plus or minus 32 degrees (minimum) steering angle and plus or minus 10 degrees (minimum) frame oscillation.
- BRAKES:** The unit shall be equipped with hydrostatic braking at both the front drum and rear wheels, as well as a spring-applied/hydraulically-released parking brake. An emergency brake shall apply both front and rear brakes and de-stroke the propulsion pump to stop the machine immediately.
- OPERATOR'S STATION:** The unit shall be equipped with a suspended operator's station with access from either side. When seated, the operator shall have a clear view of both sides of the compactor, as well as front and rear. Control levers shall be located on each side of the operator's seat. Seat shall be suspension-type with adjustments to suit the weight and position of the operator. All compartments and controls shall be lockable, providing complete vandalism protection.
- INSTRUMENTS:** Minimum requirements: parking brake warning light, engine hour meter, low engine oil pressure warning light, engine temperature gauge, amp meter, vibration indicator, fuel gauge, tachometer, and emergency stop button.
- OPTIONS/ACCESSORIES:** Unit shall be furnished with: sun shade (roof) ROPS/FOPS attached, front and rear work lights, amber flashing warning light (strobe or LED), and vandal protection.
- MANUALS:** Two (2) complete sets of operator, parts, and service manuals shall be furnished
- WARRANTY:** A warranty covering the entire unit (equipped as specified), including all parts and labor, will be required for the duration of the agreement. Warranty work shall be performed at the unit's assigned location within three (3) working days of notification. If extended service plan work is not possible to perform at the assigned work location, the unit may be transported to the service vendor's facility that is closest to the unit's assigned location. Any and all transportation costs incurred shall be included in the warranty.
- EXTENDED SERVICE PLAN:** An extended service plan covering the entire unit (equipped as specified), will be required for the duration of the lease. This plan will cover all repair parts and labor that is not otherwise covered by the warranty or preventive maintenance service. Extended service plan work shall be performed at the unit's assigned location within three (3) working days of notification. If extended service plan work is not possible to perform at the assigned work location, the unit may be transported to the service vendor's facility that is closest to the unit's assigned location. Any and all transportation costs shall be included in the extended service plan. Extended service plan shall remain in effect for the original duration whether or not the State exercises its option to purchase the equipment from the vendor.
- MAINTENANCE:** First level (i.e. daily) preventive maintenance will be performed by NHDOT. All preventive and scheduled maintenance above first level, including all wear items such as tires, brakes, belts, hoses, filters, fluid changes, bushings, etc., and parts and labor, for the entire unit (equipped as specified) shall be performed by the Vendor at the unit's assigned location throughout the term of this agreement at no cost to the State. A weekly record of usage will be furnished by NHDOT, if requested.
- TRAINING:** Training in the use, operation, and maintenance of the complete unit shall be included at no cost. Training shall be scheduled at a date, time, and location agreeable to the State.





**Chadwick-BaRoss**

**STRONGCO** Company

October 24, 2013

State of New Hampshire  
Attn: Alan Hofmann  
Purchasing Agent  
State House Annex, Room 102  
25 Capitol Street  
Concord, NH 03301

RE: Bid #100-14

Alan

Please accept the following tire for the Volvo SD45D Roller bid #100-14.

Bid Spec: 365/85R20 PR4

Volvo Spec: 315x610 (12.4x24) DPR4

We meet or exceed all other specs.

Thank you

Dave Libby  
Sales Representative  
(603) 731-3846

Contractor Initials:

Date: 10/15/14

Route 106, 237 Sheep Davis Road, Concord NH 03001 (603) 224-4063

VOLVO SINGLE DRUM COMPACTORS

# SD45D, SD45F



*Precision*

**MORE CARE. BUILT IN.**



# LITTLE IN SIZE, BIG ON PERFORMANCE

The SD45 soil compactor comes in either a smooth drum model for compacting granular soils, or a padfoot drum model for cohesive soils. Both models have 1 372 mm (54") rolling widths ideal for small applications such as residential and commercial construction. Excellent gradeability and traction are achieved through a full-time traction control system driving both the drum and rear axle.

#### Performance Features

- Adjustable front drum scraper
- Centrally located remote-mounted hydraulic oil filters
- Drum and axle drive, No-Spin® differentials, and full-time flow divider
- Gauges for coolant temperature, fuel, hour meter, and tachometer
- Lug-type tires track within drum width
- Oil level sight gauges (eccentric oil and hydraulic oil reservoirs)
- ONE METER BY ONE METER operator visibility
- Safety features include ROPS / FOPS, seat belt, back-up alarm, seat switch, emergency stop button, horn, safety rails, and grab handle
- Tilting operator platform for easy access to major components, reducing downtime and repair costs
- Vibration-isolated, anti-slip, polymer operator platform with ergonomic design reduces fatigue and enhances comfort

#### Selected Options

- Air precleaner
- Audible alarm
- Inside drum scraper bar
- Patented 2-piece, clamp-on padfoot shell kit
- Rotating beacon light
- Strike-off blade (2-way)
- Strike-off blade (4-way, semi U-shape)
- Tires with diamond tread
- Universal front drum scraper

#### Option Packages

##### Lights Package

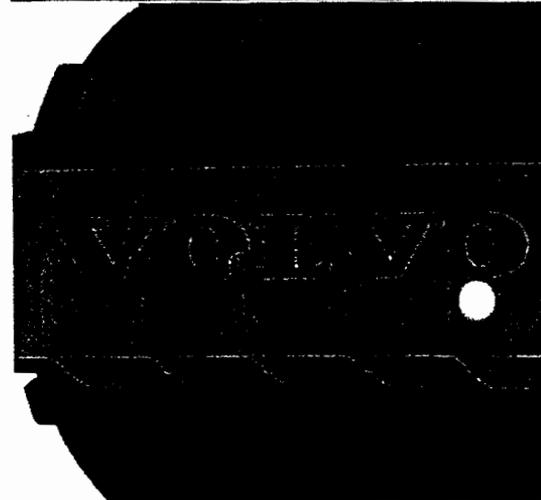
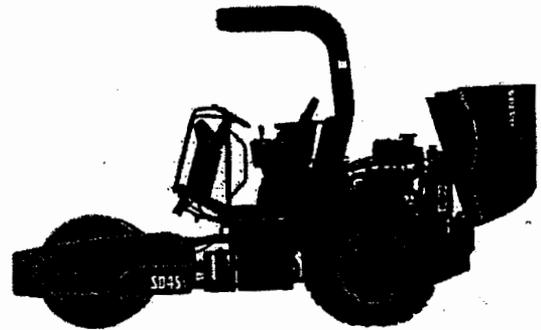
- work light
- beacon light
- vandal cover

##### Gauge Package

- engine oil pressure
- hydraulic oil temperature
- volt meter

#### Optional Padfoot Shell Kit

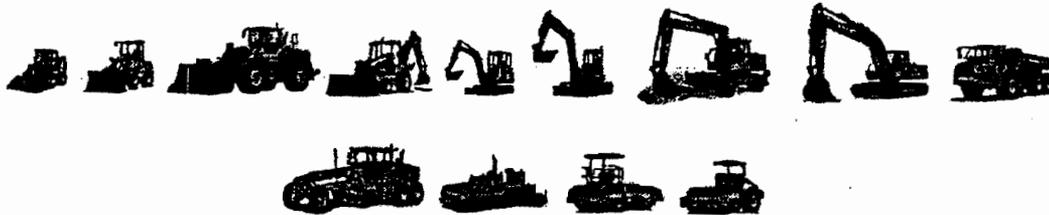
A two-piece, clamp-on padfoot shell kit easily and quickly converts the SD45D smooth drum into a padfoot drum without changing the hydraulic system. Drum conversion is completed by installing the two shells and replacing the smooth scraper with padfoot teeth.



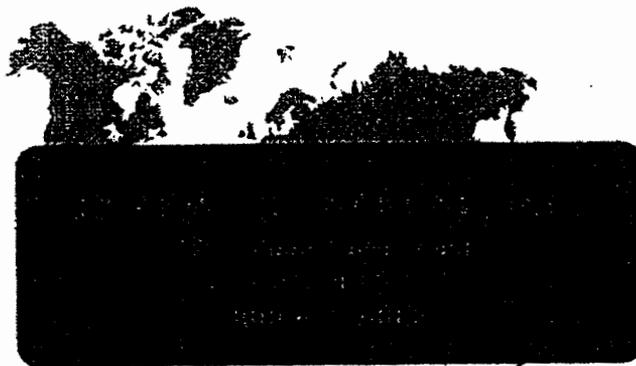
# SPECIFICATIONS

Model	SD45D	SD45F
<b>Machine Weights w/ ROPS / FOPS</b>		
Operating Weight (w/OPS)	12,200 (26,900)	12,200 (26,900)
Static Weight (w/OPS)	12,100 (26,700)	12,100 (26,700)
Shipping Weight	12,100 (26,700)	12,100 (26,700)
<b>Machine Dimensions</b>		
Height	3,200 (83)	3,200 (83)
Width	2,200 (56)	2,200 (56)
Wheelbase	3,500 (89)	3,500 (89)
Track Spacing	2,100 (53)	2,100 (53)
Track Linking Radius (to drum edge)	1,500 (38)	1,500 (38)
<b>Drum</b>		
Width	2,200 (56)	2,200 (56)
Radius	1,500 (38)	1,500 (38)
Drum to Wheelbase	1,500 (38)	1,500 (38)
Drum to Drum	1,500 (38)	1,500 (38)
Drum to Drum	1,500 (38)	1,500 (38)
<b>Vibration</b>		
Frequency	50 (12)	50 (12)
Acceleration	0.2 (1.0)	0.2 (1.0)
Speed	10 (0.3)	10 (0.3)
<b>Propulsion</b>		
Drive Shaft	10 (0.3)	10 (0.3)
Drive Shaft	10 (0.3)	10 (0.3)
Drive Shaft	10 (0.3)	10 (0.3)
<b>Engine</b>		
Model	10 (0.3)	10 (0.3)
Brand	10 (0.3)	10 (0.3)
Electrical System	10 (0.3)	10 (0.3)
<b>Brakes</b>		
Primary	10 (0.3)	10 (0.3)
Secondary	10 (0.3)	10 (0.3)
<b>Miscellaneous</b>		
Operator's Seat	10 (0.3)	10 (0.3)
Operator's Seat	10 (0.3)	10 (0.3)
Operator's Seat	10 (0.3)	10 (0.3)
Operator's Seat	10 (0.3)	10 (0.3)

Product Improvement is a continuing goal at Volvo. Designs and specifications are subject to change without notice or obligation.



Volvo Construction Equipment is different. The company's products are designed, built and supported in a different way. That difference comes from our 175-year engineering heritage. A heritage of thinking first about the people who actually use the machines. About how to make them safer, more comfortable, more productive. About the environment we all share. The result of that thinking is a growing range of machines and a global support network dedicated to helping you do more. People around the world are proud to use Volvo. And we're proud of what makes Volvo different - **More care. Built in.**



*Not all products are available in all markets. Under our policy of continuous improvement, we reserve the right to change specifications and design without prior notice. The illustrations do not necessarily show the standard version of the machine.*

# **VOLVO**

Volvo Construction Equipment  
[www.volvoce.com/na](http://www.volvoce.com/na)

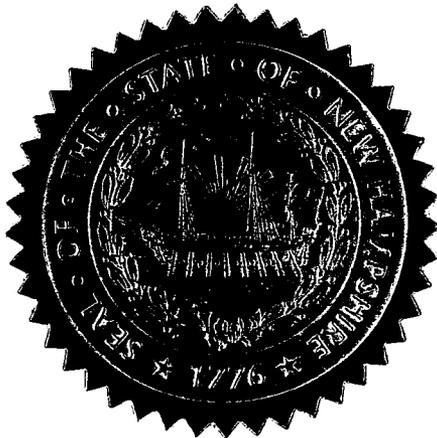
Ref. No. 22 B 100 4050  
Printed in USA 03/08 - 5,0  
Volvo, Asheville  
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English  
USA

# 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 CHADWICK-BAROSS, INC. a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on April 28, 1960. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30<sup>th</sup> day of October, A.D. 2014

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

William M. Gardner  
Secretary of State



October 15, 2014

State of New Hampshire  
Bureau of Highway Maintenance  
7 Hazen Drive Concord, NH 03301

Attention: Michael Walsh

Object: **CERTIFICATE OF CORPORATE VOTE**

---

Dear Mr. Walsh,

At a duly authorized meeting of the Board of Directors of Chadwick-BaRoss Inc a Strongco Company, at which all the Directors were present or waived notice, it was VOTED;

That we enter into a service contract with the State of New Hampshire;

- To provide service of inspection, repairs, and scheduled service
- # RFB-100-14

That Randy Mace, General Manager of this company, is authorized to execute contracts and bonds in the name and behalf of the company, affix its corporate seal hereto;

I hereby certify that I am the Secretary of Chadwick-BaRoss Inc.

Stuart Welch  
President and Secretary  
Chadwick-BaRoss Inc  
160 Warren Avenue,  
Westbrook, Maine 04092

Corporate Seal

State of Maine                    ) ss:  
County of Cumberland        )

On this, the 15<sup>th</sup> day of October, 2014 , before me a notary public, the undersigned officer, personally appeared Stuart Welch, known to me 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 hereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2014

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-Portland 2331 Congress Street  Portland ME 04102		<b>CONTACT NAME:</b> Kasie Thornton <b>PHONE (A/C No. Ext):</b> (207) 221-8551 <b>FAX (A/C No):</b> (207) 828-8902 <b>E-MAIL ADDRESS:</b> kthornton@crossagency.com	
<b>INSURED</b> Chadwick-BaRoss, Inc 160 Warren Avenue  Westbrook ME 04092		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Travelers Ins. Co.	<b>NAIC #</b> -
		<b>INSURER B:</b> Maine Employers Mutual Ins Co.	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1422603711                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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"/> PROJECT <input type="checkbox"/> LOC			Y6309C161972COF13	3/1/2014	3/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			Y8108100D554076COF13	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Expense \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			YSMCUP0D554088TIL	3/1/2014	3/1/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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	N/A	5101800473	3/1/2014	3/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Parts & Equipment			Y6309C161972COF13	3/1/2014	3/1/2015	Coverage Limit 10,200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Refer to policy for exclusionary endorsements and special provisions. Certificate holder is added as an Additional Insured under the Commercial General Liability policy if required by written contract

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Bureau of Highway Maintenance 7 Hazen Drive Concord, NH 03301	<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  Kasie Thornton/HJB <i>Kasie Thornton</i>
--	--

