



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



61 Board

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Mechanical Services
June 10, 2014

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord N.H. 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into a service agreement with DFM Enterprises, Incorporated (Vendor #163164) North Haven, Connecticut on the basis of a single bid for a fee not to exceed \$103,000.00 from Governor and Council approval through June 30, 2017 to provide repairs and scheduled maintenance to the Bureau of Mechanical Services' Under Bridge Inspection Truck. 94% Highway Funds, 2% Agency Income (Overhead) and 4% Other Funds (Transfer Turnpikes).

Funding is available for Fiscal Year 2015. Funding for Fiscal Years 2016 and 2017 is contingent upon the availability and continued appropriation of funds.

Funding is available as follows:

Table with 4 columns: Description, FY2015, FY2016, FY2017. Rows include 04-96-96-960515-3005 Mechanical Services and 024-500235 Contract Repairs; Machine Equipment.

EXPLANATION

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

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

Invitation for bids was solicited in the Union Leader, Manchester, NH, for three days, May 4, 5 and 6, 2014. The bid opening date was May 12, 2014. One bid was received from DFM Enterprises, Incorporated. The contract amount of \$103,000.00 which includes the Annual safety inspection fee, labor and maintenance estimated from the past contract period. DFM Enterprises, Incorporated bid of \$103,000.00 is reasonable based on previous contracts for similar work. The Department believes it to be in the best interest of the State of New Hampshire to accept this bid to accomplish the needed work

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "C.D. Clement, Sr.", written in a cursive style.

Christopher D. Clement, Sr.
Commissioner

DFM ENTERPRISES INC.

FY2015

VENDOR	BRIDGE MASTER LIFT TRUCK SER #98741		QUANTITY / UNITS	TOTAL
VEHICLE				
ANNUAL ANSI INSPECTION	\$2,000.00	X	1	\$2,000.00
PERFORM ANNUAL CHECK LIST	\$2,000.00	X	1	\$2,000.00
CONTINGENCY FUNDING	\$15,000.00	X	1	\$15,000.00
PERFORM 4 YEAR COMPONENT REPLACEMENT TO INCLUDE - HYDRAULIC FLUID AND CLEAN TANK - B3 FLY BRIDGE CHAINS AND RETAIN PINS - ALL B3 DRIVE CHAIN MOUNTING BOLTS AND HARDWARE - B3 DRIVE CHAIN IDLER SHEAVE BEARING & B3 RETAIN BOLTS	\$20,000.00	X	1	\$20,000.00
REPLACE BOOM 3 LOOP CORD ASSEMBLY	\$13,000.00	X	1	\$13,000.00
	TOTAL - FY2015			\$52,000.00

FY2016

VENDOR	BRIDGE MASTER LIFT TRUCK SER #98741		QUANTITY / UNITS	TOTAL
VEHICLE				
ANNUAL ANSI INSPECTION	\$2,000.00	X	1	\$2,000.00
PERFORM ANNUAL CHECK LIST	\$2,000.00	X	1	\$2,000.00
CONTINGENCY FUNDING	\$15,000.00	X	1	\$15,000.00
REPLACE T1 & T2 MAIN BEARING HARDWARE	\$5,000.00	X	1	\$5,000.00
	TOTAL - FY2016			\$24,000.00

FY2017

VENDOR	BRIDGE MASTER LIFT TRUCK SER #98741		QUANTITY / UNITS	TOTAL
VEHICLE				
ANNUAL ANSI INSPECTION	\$2,000.00	X	1	\$2,000.00
PERFORM ANNUAL CHECK LIST	\$2,000.00	X	1	\$2,000.00
CONTINGENCY FUNDING	\$15,000.00	X	1	\$15,000.00
REBUILD SPRING LOCK CYLINDERS AND REPLACE ALL BUSHINGS	\$8,000.00	X	1	\$8,000.00
	TOTAL - FY2017			\$27,000.00

"bid totals" were utilized to evaluate low bid offers			BID BASIS - TOTAL (2015 +2016 + 2017)	\$103,000.00
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Subject: Bridge Master lift truck inspection, Repairs and Maintenance

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

NH DOT Bureau Of mechanical Services		1.1 State Agency Address 33 Smokey Bear Blvd, PO box 456 concord NH 03301	
1.2 Contractor Name DFM Enterprises, INC.		1.4 Contractor Address 385 B Sacket Point Road North haven Conn. 06473	
1.5 Contractor Phone Number 1-203-288-9502	1.6 Account Number 04-96-96-960515-3005 024-500235 Contract Repairs, machine Equipment.	1.7 Completion Date 6/30/2017	1.8 Price Limitation \$52,000.00 / FY2015 \$24,000.00 / FY2016 <u>\$27,000.00 / FY2017</u> TOTAL \$103,000.00
1.9 Contracting Officer for State Agency <i>Michael P. Walsh II</i>		1.10 State Agency Telephone Number <i>603-271-1667</i>	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory ROBERT O. HOFMILLER VICE PRESIDENT	
1.13 Acknowledgement: State of <i>CT</i> , County of <i>NEW HAVEN</i> On <i>5/19/2014</i> , 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] <i>Susan Saunders</i> <i>my comm expires 7/30/2015</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Susan Saunders</i>			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory <i>DAVID ROBARICO</i> <i>ASSISTANT DIRECTOR OF OPERATIONS</i>	
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: <i>6/5/14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

✓ Contractor Initials *AA*
Date 5-19-14

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

Contractor Initials
Date 5-19-14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials *RA*
Date 5-19-14

BRIDGEMASTER LIFT TRUCK, INSPECTION, REPAIR & MAINTENANCE - SCOPE OF SERVICES

PERFORMING SERVICES:

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

ANNUAL INSPECTION - COMPLIANCE STANDARDS

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

ANNUAL INSPECTION & PERIODIC WORK/REPLACEMENT SCHEDULE

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

Year 1 of contract - 7/1/2014 through 6/30/2015

- Perform Annual ANSI safety inspection for issuance of certificate and generate condition report.
- Perform inspection and checks of the following items:
 - Pressure text relief valves for proper settings
 - Hydraulic Hoses and fittings
 - Loop cord, track & hydraulic hoses & wires
 - Safety belts and harnesses
 - Safety belt harness anchors
- Replace Boom 3 loop cord assembly
- Perform 4 year replacement of the following items:
 - Hydraulic fluid and clean tank
 - B3 fly drive chains & retaining pins
 - All B3 drive chain mounting bolts and hardware
 - B3 drive chain idler sheave bearing
 - B3 fly cylinder retaining bolts

Year 2 of contract - 7/1/2015 through 6/30/2016

- Perform Annual ANSI safety inspection for issuance of certificate and generate condition report
- Perform inspection and checks of the following items:
 - Pressure text relief valves for proper settings
 - Hydraulic Hoses and fittings
 - Loop cord, track & hydraulic hoses & wires
 - Safety belts and harnesses
 - Safety belt harness anchors
- Perform replacement of the following items:
 - Replace T1 & T2 main bearing hardware.

Year 3 of contract - 7/1/2016 through 6/30/2017

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

✓ CONTRACTOR INITIALS 
DATE: 5-19-14

ANNUAL INSPECTION PROCESS

The annual inspection shall take place according to Exhibit A, scope of services. Inspection times and dates shall be coordinated on a mutually agreed schedule. Generally the inspections are done between January 1st and March 31 of any given year. The inspections shall be scheduled during normal business hours of the contracted bidder. Transportation of under bridge inspection truck to and from the bidders repair location shall be the responsibility of the NH DOT Mechanical Services.

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K HOURS

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

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

ANNUAL SAFETY INSPECTION - FAILURE

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

REPAIR ESTIMATE COMPONENTS:

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

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

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

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

BIDDER QUALIFICATIONS:

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

REPAIR AUTHORIZATION:

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

REPAIR TIME:

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

REPAIR PROCESS

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

WARRANTY REQUIREMENTS:

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

✓ CONTRACTOR INITIALS *AP*
✓ DATE: 5-19-14

BRIDGEMASTER LIFT TRUCK INSPECTION, REPAIRS & MAINTENANCE - COMPENSATION

REPAIR PARTS – PRICING & MARK UP

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

HOURLY LABOR RATES - Bidder to complete

- Standard hourly labor rates for FY2015, 7/1/2014 – 6/30/2015 \$ 150.00
- Standard hourly labor rates for FY2016, 7/1/2015 – 6/30/2016 \$ 150.00
- Standard hourly labor rates for FY2017, 7/1/2016 – 6/30/2017 \$ 150.00
- These rates are fixed for the term of the contract but not considered in the bid evaluation.

INVOICING:

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

INVOICING – STATUS / COMMUNICATION / TIME

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

ROAD SERVICE – RATES AND CHARGES

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

\$ 1.50 / Mile

\$ 150.00 / Hour

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

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

CONTRACTOR INITIALS 
DATE: 5-19-14

SPECIAL PROVISIONS

EXHIBIT C:

The Department waives the insurance coverage as per Section 14, Insurance and Bond. The insurance certificates in the amounts of coverage as submitted by DFM Enterprises, Inc., are acceptable for the services under this contract.

✓ Contractor's Initials: AA

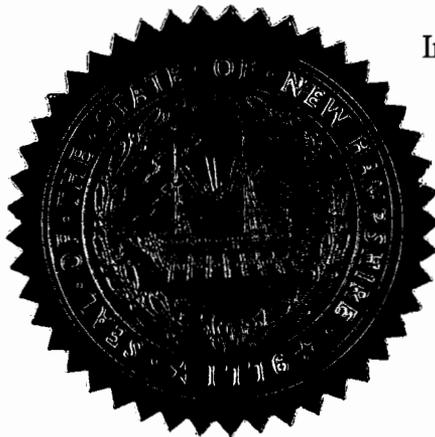
✓ Date: 5-19-14

State of New Hampshire
Department of State

SEND

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that D.F.M. Enterprises, Inc. a(n) Connecticut corporation, is authorized to transact business in New Hampshire and qualified on December 13, 2010. 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 21st day of May, A.D. 2014

William M. Gardner

William M. Gardner
Secretary of State



Design For Maintainability

385 B Sackett Point Road North Haven, Connecticut 06473 (203) 288-9502 / (203) 281-4232

CERTIFICATE OF VOTE

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

I further certify that the following is a true and correct acknowledgement of a vote taken at a meeting of the Executive Committee in North Haven, Connecticut, called and held on May 19, 2014 at which a quorum of the DFM Enterprises, Inc. Executive Committee was present and voting.

VOTED:

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

I further certify that said vote has not been amended or repealed and remains in force, and is effective as of May 19, 2014.

Dated: May 19, 2014

Attest:

NOTARY: State of Connecticut

County of New Haven ss: North Haven

May 19, 2014

On this 19th day of May, 2014 before me, the undersigned officer, personally appeared Robert O. Hofmiller, who acknowledged himself to be the Vice President of DFM Enterprises, Inc., a corporation, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation, by himself, as Vice President.

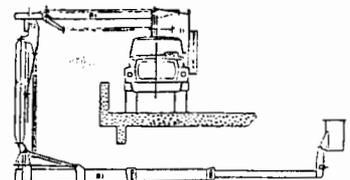
In witness whereof I hereunto set my hand.

[Handwritten Signature]
CT DL 152862304

Subscribed and sworn to before me, Patrick B. O'Sullivan
a Notary Public, in and for the County of New Haven ss
Orange, and State of Connecticut, this 19 day
of May 2014.

Patrick B. O'Sullivan
Notary Public

PATRICK B. O'SULLIVAN
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 2018



ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
05/19/2014

PRODUCER Ned Miller Agency 375 Bridgeport Avenue Shelton, CT 06484 3 735-5115	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED DFM Enterprises, Inc. 385 B Sackett Point Road North Haven, CT 06473	INSURER A: Atain Specialty Ins. Co.	
	INSURER B: Hartford Insurance Group	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CIP199565	02/28/14	02/28/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$100,000 \$5,000 \$1,000,000 \$2,000,000 \$0
B		AUTOMOBILE LIABILITY <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 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	31UECZS1308	02/16/14	02/16/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$750,000 \$ \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	31WECEO1574	02/16/14	02/16/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$100,000 \$100,000 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

State of New Hampshire, Department of Transportation, Bureau of Mechanical Services is recognized as an additional insured per written contract with respect to general liability.

CERTIFICATE HOLDER

State of New Hampshire
 Dept. of Transportation
 Bureau of Mechanical Services
 33 Smokey Bear Blvd.
 Concord, NH 03301-0456

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

