



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



79 Sent

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Mechanical Services
June 26, 2013

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 contract with North American Equipment Upfitters, Inc. (Vendor #174352), Hooksett NH, on the basis of a low bid of \$123,920.00 for providing Truck Crane Inspection, repair, scheduled service and unscheduled emergency parts and repair, effective upon Governor and Council approval through June 30, 2015. 94% Highway Funds, 2% Agency Income, 4% Intra-Agency Transfer.

Funding is available as follows:

04-96-96-960515-3005	<u>FY 2014</u>	<u>FY 2015</u>
Mechanical Services		
020-500235 Vehicle Maintenance	\$61,960.00	\$61,960.00

EXPLANATION

The service contract is necessary to perform inspections, repairs and service to the Department's Truck Cranes.

The Department of Transportation, Bureau of Mechanical Services currently owns several Trucks Cranes that are used for bridge repair and Highway maintenance to include the movement of Jersey barriers. The Trucks Cranes require yearly safety inspections, repair and maintenance. Once the inspection is completed, the Bureau is provided an explanation of repairs and maintenance needed and the associated costs.

Invitation for bids was solicited in the Union Leader, Manchester, NH, for three days, June 3, 4 and 5, 2013. The bid opening date was June 13, 2013. Three bids were received, North American Equipment Upfitters, Inc., was the low bid based upon the inspection fee and hourly rate. The contract amount of \$123,920 includes the inspection fee and labor estimated from past contract period.

The 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,

Christopher D. Clement, Sr.
Commissioner

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION - BUREAU OF MECHANICAL SERVICES

BID RFB_DOT_13_2 TRUCK CRANE INSPECTION, REPAIRS & SCHEDULED MAINTENANCE

CONTRACT VALUE

Company **NORTH AMERICAN EQUIPMENT UPFITTERS**

	FY2014	FY2015
Aerial Lift Make & Model:	INSPECTION (Each)	INSPECTION (Each)
HIAB H244EP-3 (5 ea)	\$150.00	\$150.00
IMT (1 ea)	\$150.00	\$150.00
NATIONAL 656 (1 ea)	\$150.00	\$150.00
NATIONAL N100-31 (6 ea)	\$150.00	\$150.00
TOTAL UNITS 13	\$1,950.00	\$1,950.00
	LABOR (PER HR)	LABOR (PER HR)
	\$70.00	\$70.00
	\$70.00	\$70.00
	\$70.00	\$70.00
	\$70.00	\$70.00
	\$10,010.00	\$10,010.00

Assumptions:

Estimated parts cost to repair issues discovered during the inspection = \$30,000.00 total for 13 Cranes.
 Estimated Labor (time) to repair issues discovered during the inspection = 11 hrs (each) X 13 Cranes x \$70.00 / hr = \$10,010.00

Method of Payment:

The Annual Safety Inspection service shall be paid as a unit including all labor to perform the inspection. Parts discovered as needing to be replaced during the annual inspection shall be paid based upon invoice amount charged. Labor to perform the repairs shall be paid for by the hourly rate. Prior to any work being completed, the contractor shall provide a written estimate for the proposed work, to be reviewed and approved by department personnel prior to commencement. An amount of \$20,000 is included in each fiscal year and is intended to cover any unscheduled emergency repairs and required associated parts.

Contract Cost:

Inspection Fee for 12 Cranes
 Labor Cost (\$70 x 11 hrs x 13 Cranes)
 Assumed parts cost for repairs
 Unscheduled Emergency Repairs
 Contract Value per fiscal year

	FY2014	FY2015
	\$1,950.00	\$1,950.00
	\$10,010.00	\$10,010.00
	\$30,000.00	\$30,000.00
	\$20,000.00	\$20,000.00
	\$61,960.00	\$61,960.00

Total contract value (FY2014 + FY2015) equal to P-37

\$123,920.00

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION - BUREAU OF MECHANICAL SERVICES
BID RFB_DOT_13_2 TRUCK CRANE INSPECTION, REPAIRS & SCHEDULED MAINTENANCE
BID DUE DATE 6/13/2013 BID EVALUATION SUMMARY TIME 1:30 PM

VENDOR	HEWS				NORTH AMERICAN				CUES			
	CRANE DESCRIPTION:	HIAB H244EP-3	QUANTITY / UNITS	TOTAL	HIAB H244EP-3	QUANTITY / UNITS	TOTAL	HIAB H244EP-3	QUANTITY / UNITS	TOTAL	QUANTITY / UNITS	TOTAL
	2014 INSPECTION / EA.	\$825.00	X 5	\$4,125.00	X 5	5	\$750.00	X 5	5	\$2,418.75		
	2015 INSPECTION / EA.	\$1,250.00	X 5	\$6,250.00	X 5	5	\$750.00	X 5	5	\$11,193.75		
	2014 LABOR RATE / HR	\$79.00	X 60	\$4,740.00	X 60	60	\$4,200.00	X 60	60	\$4,800.00		
	2015 LABOR RATE / HR	\$79.00	X 60	\$4,740.00	X 60	60	\$4,200.00	X 60	60	\$4,800.00		
		HIAB H244EP-3 2014 / 2015 TOTAL		\$19,855.00	HIAB H244EP-3 2014 / 2015 TOTAL		\$9,900.00	HIAB H244EP-3 2014 / 2015 TOTAL		\$23,212.70		
	CRANE DESCRIPTION:	IMT 900 SERIES	QUANTITY / UNITS	TOTAL	IMT 900 SERIES	QUANTITY / UNITS	TOTAL	IMT 900 SERIES	QUANTITY / UNITS	TOTAL		
	2014 INSPECTION / EA.	\$350.00	X 1	\$350.00	X 1	1	\$150.00	X 1	1	\$213.13		
	2015 INSPECTION / EA.	\$675.00	X 1	\$675.00	X 1	1	\$150.00	X 1	1	\$1,509.43		
	2014 LABOR RATE / HR	\$79.00	X 5	\$395.00	X 5	5	\$350.00	X 5	5	\$400.00		
	2015 LABOR RATE / HR	\$79.00	X 5	\$395.00	X 5	5	\$350.00	X 5	5	\$400.00		
		IMT 900 SERIES 2014 / 2015 TOTAL		\$1,815.00	IMT 900 SERIES 2014 / 2015 TOTAL		\$1,000.00	IMT 900 SERIES 2014 / 2015 TOTAL		\$2,522.56		
	CRANE DESCRIPTION:	NATIONAL 656A	QUANTITY / UNITS	TOTAL	NATIONAL 656A	QUANTITY / UNITS	TOTAL	NATIONAL 656A	QUANTITY / UNITS	TOTAL		
	2014 INSPECTION / EA.	\$500.00	X 1	\$500.00	X 1	1	\$150.00	X 1	1	\$223.28		
	2015 INSPECTION / EA.	\$1,100.00	X 1	\$1,100.00	X 1	1	\$150.00	X 1	1	\$2,655.62		
	2014 LABOR RATE / HR	\$79.00	X 7	\$553.00	X 7	7	\$490.00	X 7	7	\$560.00		
	2015 LABOR RATE / HR	\$79.00	X 7	\$553.00	X 7	7	\$490.00	X 7	7	\$560.00		
		NATIONAL 656A 2014 / 2015 TOTAL		\$2,706.00	NATIONAL 656A 2014 / 2015 TOTAL		\$1,280.00	NATIONAL 656A 2014 / 2015 TOTAL		\$3,998.90		
	CRANE DESCRIPTION:	NATIONAL N100 - 31	QUANTITY / UNITS	TOTAL	NATIONAL N100 - 31	QUANTITY / UNITS	TOTAL	NATIONAL N100 - 31	QUANTITY / UNITS	TOTAL		
	2014 INSPECTION / EA.	\$500.00	X 6	\$3,000.00	X 6	6	\$900.00	X 6	6	\$1,339.68		
	2015 INSPECTION / EA.	\$890.00	X 6	\$5,340.00	X 6	6	\$900.00	X 6	6	\$6,533.82		
	2014 LABOR RATE / HR	\$79.00	X 71	\$5,609.00	X 71	71	\$4,970.00	X 71	71	\$5,680.00		
	2015 LABOR RATE / HR	\$79.00	X 71	\$5,609.00	X 71	71	\$4,970.00	X 71	71	\$5,680.00		
		NATIONAL 656A 2014 / 2015 TOTAL		\$19,558.00	NATIONAL 656A 2014 / 2015 TOTAL		\$11,740.00	NATIONAL 656A 2014 / 2015 TOTAL		\$19,233.50		
		BID TOTAL		\$43,934.00	BID TOTAL		\$23,920.00	BID TOTAL		\$48,967.46		

"bid totals" were utilized to evaluate low bid offers

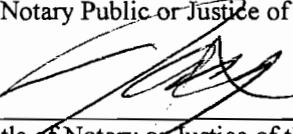
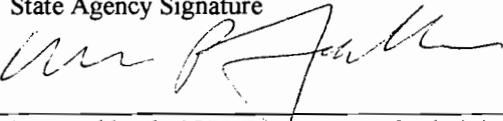
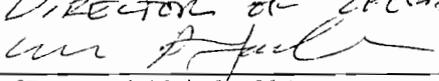
Subject: TRUCK CRANE INSPECTION, REPAIR & MAINTENANCE

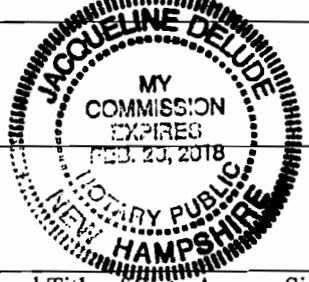
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NHDOT BUREAU OF MECHANICAL SERVICES		1.2 State Agency Address 33 Smokey Bear Boulevard, PO Box 456, Concord, NH 03302	
1.3 Contractor Name NORTH AMERICAN EQUIPMENT UPFITTERS		1.4 Contractor Address 6 Sutton Circle Hooksett, NH 03106	
1.5 Contractor Phone Number 603-624-6288	1.6 Account Number 015-096-3005-020-0235	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$61,960.00/FY2014 \$61,960.00/FY2015 TOTAL \$123,920.00
1.9 Contracting Officer for State Agency Michael P. Walsh II 603-271-3721		1.10 State Agency Telephone Number 603-271-3721	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brendan Danican Sales Rep	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>June 17, 2013</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 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Jacqueline DeLude, Notary public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>DIRECTOR OF PROCUREMENTS</u> 	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable). By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>7/9/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 30:7 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 BH
Date 6/17/13

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials BD
Date 6/17/13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials BD
Date 6/17/13

Contractor's Initials: BD

Date: 6/17/13

EXHIBIT A

TRUCK CRANE INSPECTION –REPAIRS-SCHEDULED SERVICE

SCOPE OF SERVICES

PERFORMING SERVICES:

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

ANNUAL INSPECTION – COMPLIANCE STANDARDS

Annual inspections of truck mounted cranes shall be in accordance with "OSHA" 1926 subpart CC & "ANSI" B30.22 & ANSI B30.5 or most recent revisions

CONTRACTOR QUALIFICATIONS:

Note: Contractor must have qualified people to verify compliance with the provisions of the crane inspection, per ASME B 30.5-2004. Or latest revision

ANNUAL INSPECTION PROCESS

Contractor shall provide the following under the annual ANSI / OSHA inspection segment:

Both Years of contract - 2014 & 2015

- Perform Annual ANSI / OSHA safety inspection for issuance of certificate (sample attached)
- Perform Manufacturers recommended inspection for optimum utilization and safety (sample attached)
- Replacement of all hydraulic filter(s), quantity /type to be determined by the make/model specified in exhibit B
- Performing a static load test on unit.
- Replace the gear oil in the base of the "Hlab" cranes. Replacement gear oil per manufacturers recommendation for our geographic region

Year 2 of contract - 2015, in addition to all 2014 requirements

- Replace hydraulic fluid in all units. (Only in year 2 of contract [FY 2015]). Replacement hydraulic fluid product per manufacturers recommendation for region

ANNUAL SAFETY INSPECTION BY APPOINTMENT

The annual safety inspection shall take place according to exhibit A, scope of work. Inspection times and dates shall be coordinated on a mutually agreed appointment schedule with the utilizing agency. The inspections shall be scheduled to allow the utilizing agency employees to travel to the inspection location, wait at the location while the inspection is performed and return with the vehicle to their normal location the same day, during normal business hours. It is anticipated that the inspections shall occur over a two to three month period to avoid having multiple units being serviced concurrently. Agency personnel shall report any known operational issues to the Contractor upon arrival for inspection

ANNUAL SAFETY INSPECTION – RELEASE OF UNIT

If the crane should not pass the annual safety inspection, the Contractor shall document such to the utilizing agency employee waiting for the vehicle and have him sign a document (to be supplied by the Contractor) identifying the specific functions of the crane that are tagged out of service (because they did not meet the ANSI / OSHA inspection criteria) until repairs are made to the referenced unit. At that point the utilizing agency personnel shall take the vehicle and may utilize any part of the vehicle not flagged for failure by the inspection report (i.e. dump body, transportation vehicle, crane use without cable, etc...). The utilizing agency employees shall be permitted to view the inspection process (while maintaining necessary safety precautions).

ANNUAL SAFETY INSPECTION – STATUS / COMMUNICATION / TIME

Once the annual ANSI / OSHA safety inspection is complete, the Bureau of Mechanical Services will be provided a "repair estimate" Inspection compliance repairs or factory recommended services and the associated cost for parts and labor to perform the aforementioned work. A copy of the ANSI / OSHA inspection report along with a copy of the repair estimate shall be emailed to mechanical services for review. The Contractor shall have up to **seven (7) business days** to submit the specified information from the date of inspection completion to the Bureau of Mechanical Services at the following Email: Bureau38@dot.state.nh.us , attention Tom Moore.

Contractor's Initials: BD

Date: 6/17/13

REPAIR ESTIMATE COMPONENTS:

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

- Customer name & address.
- Mechanical Services 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 code as stated below
 - Required to pass ANSI inspection
 - Factory Recommended service
 - Other

REPAIR AUTHORIZATION:

Under this solicitation and resulting contract, all repair authorizations (Parts, labor or both) shall come from the Bureau of Mechanical Services. Utilizing agencies do not have the authority to approve work, add work, purchase parts or augment any repair estimate. 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 ESTIMATE APPROVAL PROCESS

- Upon review and approval of the submitted repair estimate, by NH DOT Mechanical Services, the Contractor shall order the necessary parts and materials. Once the parts arrive, the Contractor shall contact the utilizing agency to schedule the repair work.
- In the event that unforeseen additional work is found during repairs and service work, the Contractor shall contact the Bureau of Mechanical Services prior to any additional spending and supply an estimate for the cost for the additional work. Upon review and approval of the submitted repair estimate, by NH DOT Mechanical Services, the Contractor shall order the necessary parts and materials to do the approved repairs.

REPAIR TIME:

- GENERAL - The successful Contractor shall be required to accomplish the intended service within the quoted time communicated on the submitted repair report. The number of hours or days the unit would be out of service at the Contractors' location for safety inspection compliance repairs or Factory recommended service would be communicated on the "repair estimate and communicated verbally to the utilizing agency when scheduling the repair.
All work shall be performed at the Contractors' place of business. **Contractor's location shall be within a 30-mile radius of the address shown below.**

Bureau of Mechanical Services,33 Smokey Bear Boulevard Concord, New Hampshire 03302-0456

- SCHEDULING - Once the Contractor notifies the utilizing agency that the parts are received , the utilizing agency and the Contractor shall schedule a time for repair at mutual agreement to both parties

REPAIR PROCESS

- Upon completion of the inspection, required repairs and scheduled maintenance, the Contractor shall notify the utilizing agency and the Bureau of Mechanical Services.
- the Contractor shall provide an itemized invoice comprised of all items stated in the "repair estimate" plus actual cost to complete authorized repairs
- Transportation of the truck to / from the Contractor's location shall be the responsibility of the utilizing agency or Bureau of Mechanical Services.

POST REPAIR INSPECTION

After completion of all authorized work and before the utilizing agency employee leaves the Contractor's location with the unit, a post repair inspection of all items authorized for repair or replacement under the repair estimate shall be inspected and / or tested by the technician who did the work and observed utilizing agency employee responsible for the vehicle.

A printed list of repaired items shall be given to the utilizing agency employee prior to the post repair inspection. Once

complete and the inspection is successful, all records shall be finalized and prepared for billing.

Contractor's Initials: BD

Date: 6/17/13

CORRECTING FAILURES -FOUND DURING POST REPAIR INSPECTION

Items repaired / replaced specified on the repair estimate that fail the post repair inspection shall be documented by the Contractor & the utilizing agency employee. The utilizing agency employee shall leave the unit for up to an **additional two (2) business day's period**. The Contractor has up to the same two (2) business days to correct all failures, reinspect the unit and turn it over to the utilizing agency.

WARRANTY REQUIREMENTS:

Successful Contractor 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, labor, travel, lodging and expenses.

WORK HOURS

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

NEW YEARS DAY	PRESIDENTS DAY
MARTIN LUTHER KING'S DAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	DAY AFTER THANKSGIVING
LABOR DAY	CHRISTMAS DAY

EXHIBIT B

TRUCK CRANE INSPECTION –REPAIRS-SCHEDULED SERVICE & 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 Contractor 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 Contractor's supplier plus an adder of **25%**. A copy of the Contractor's invoice(s) from the Contractor's supplier for purchased parts and materials shall be submitted with the contractor's invoice for payment.
- Parts and materials that are undefined or unanticipated and **not** stated 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 Contractor's supplier plus an adder of **25%** plus a written explanation as to the need for the added parts and /or materials. A copy of the Contractor's invoice(s) from their parts supplier for such parts and materials shall be submitted with the Contractor's invoice for payment.
- Freight cost for **expedited freight** (previously quoted and approved by NH DOT – Mechanical Services) shall be billed at the same price the shipping Contractor charged the Contractor with no additional markup cost
- The state reserves the right to request verification of any transaction prior to payment

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 and the unit accepted back to the State, A copy of the final invoice shall be emailed to mechanical services for review. The Contractor shall have up to **five (5) business days** to submit the specified information from the date of final work completion to the Bureau of Mechanical Services 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, Contractor shall indicate road service rates:

\$ 0.00 / Mile

\$ 60.00 / 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 Contractor and is under Contractor's warranty, no road service charges shall be charged.

NOTE: The state reserves the right to add or remove cranes 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's Initials: BD

Date: 6/17/13

EXHIBIT B - OFFER SECTION:

Contractor hereby offers to furnish CRANE INSPECTION, REPAIRS AND SCHEDULED SERVICE to the State of New Hampshire in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term

INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units
HIAB	H244EP-3	5

Annual Safety Inspection (Flat Rate Charge)

\$ 150.00 2014 Ea \$ 150.00 2015 Ea x 5 Units = \$ 750.00 2014 \$ 750.00 2015

Labor Per Hour For Repairs And Scheduled (*hours are estimated for bid basis only, actual hours will be invoiced)

\$ 70.00 2014 \$/hr \$ 70.00 2015 \$/hr x 60 Hours* = \$ 4,200.00 2014 \$ 4,200.00 2015

Make	Model	# of Units
IMT	900 Series	1

Annual Safety Inspection (Flat Rate Charge)

\$150.00 2014 Ea \$150.00 2015 Ea x 1 Units = \$ 150.00 2014 \$ 150.00 2015

Labor Per Hour For Repairs And Scheduled (*hours are estimated for bid basis only, actual hours will be invoiced)

\$ 70.00 2014 \$/hr \$ 70.00 2015 \$/hr x 5 Hours* = \$ 350.00 2014 \$ 350.00 2015

Make	Model	# of Units
National	656A	1

Annual Safety Inspection (Flat Rate Charge)

\$ 150.00 2014 Ea \$ 150.00 2015 Ea x 1 Units = \$150.00 2014 \$ 150.00 2015

Labor Per Hour For Repairs And Scheduled (*hours are estimated for bid basis only, actual hours will be invoiced)

\$ 70.00 2014 \$/hr \$ 70.00 2015 \$/hr x 7 Hours* = \$ 4,900.00 2014 \$ 4,900.00 2015

Make	Model	# of Units
National	N100-31	6

Annual Safety Inspection (Flat Rate Charge)

\$ 150.00 2014 Ea \$ 150.00 2015 Ea x 6 Units = \$ 900.00 2014 \$ 900.00 2015

Labor Per Hour For Repairs And Scheduled (*hours are estimated for bid basis only, actual hours will be invoiced)

\$70.00 2014 \$/hr \$ 70.00 2015 \$/hr x 71 Hours* = \$ 4970.00 2014 \$ 4970.00 2015

Subtotal \$ 11,960.00 2014 \$ 11,960.00 2015

BID BASIS - (Total 2014 & 2015) \$23,920.00

STATE PARTS ASSUMPTION - (Total 2014 & 2015) \$ 60,000.00

STATE CONTINGENCY FUNDING \$ 40,000.00

CONTRACT TOTAL \$ 123,920.00

Contractor's Initials: BD 6/17/13

Date: 6/17/13

EXHIBIT C

TRUCK CRANE INSPECTION -REPAIRS-SCHEDULED SERVICE
SPECIAL PROVISIONS

There are no special provisions for this contract

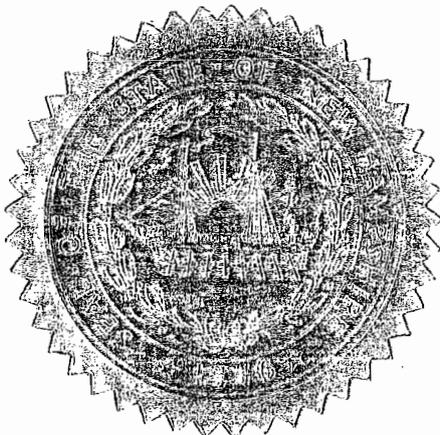
Contractor's Initials: BD

Date: 6/17/13

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 NORTH AMERICAN EQUIPMENT UPFITTERS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 7, 1999. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of April, A.D. 2013

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

William M. Gardner
Secretary of State

North American Equipment Upfitters, Inc



Certificate of Vote

This is to certify that a special meeting of the board of directors of North American Equipment Upfitters, Inc. held at our office located at 6 Sutton Circle Hooksett, NH 03106 on June 17, 2013, all directors 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 Truck Cranes per #RFB_DOT_12_12, and Brendan Dunican, Sales Rep, to execute all documents related to the service contract.

Respectfully,

A handwritten signature in black ink, appearing to read "Janet Dunican". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Janet Dunican
Secretary

PO Box 1017 Londonderry, NH 03053
Phone: (603) 624-6288

6 Sutton Circle Hooksett, NH 03106
Fax: (603) 624-6289



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2013

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Kari Reeves PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C. No): (603) 645-4331 E-MAIL ADDRESS: kreeves@crossagency.com	
INSURED North American Equipment Upfitters, Inc North American Upfitters, Inc. Boru Enterprises, LLC PO Box 1017 Londonderry NH 03053		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Ins. Co. NAIC # - INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 13-14 GL, BA, WC & Umb **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	GENERAL LIABILITY <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			Y6307820A866	7/3/2013	7/3/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Y8101018A137	7/3/2013	7/3/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 8,000
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 \$ 10,000			YSMCUP1018A149	7/3/2013	7/3/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	YJUB5989X44713 (3a.) ME NH, NY, RI, TX & VT Michael & Janet Dunican excluded	3/1/2013	3/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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 State of New Hampshire Department of Transportation Bureau of Mechanical Services PO Box 456 Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Hendershot, CIC/JSC <i>Meredith J Hendershot</i>
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STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION - BUREAU OF MECHANICAL SERVICES

BID RFB_DOT_13_2 TRUCK CRANE INSPECTION, REPAIRS & SCHEDULED MAINTENANCE

BID DUE DATE 6/13/2013 BID EVALUATION SUMMARY TIME 1:30 PM

VENDOR	HEWS				NORTH AMERICAN				CUES			
	CRANE DESCRIPTION:	HIAB H244EP-3	QUANTITY / UNITS	TOTAL	HIAB H244EP-3	QUANTITY / UNITS	TOTAL	HIAB H244EP-3	QUANTITY / UNITS	TOTAL	HIAB H244EP-3	QUANTITY / UNITS
2014 INSPECTION / EA.	\$825.00	X	5	\$4,125.00	150.00	X	5	\$750.00	483.75	X	5	\$2,418.75
2015 INSPECTION / EA.	\$1,250.00	X	5	\$6,250.00	150.00	X	5	\$750.00	2,238.75	X	5	\$11,193.75
2014 LABOR RATE / HR	\$79.00	X	60	\$4,740.00	70.00	X	60	\$4,200.00	80.00	X	60	\$4,800.00
2015 LABOR RATE / HR	\$79.00	X	60	\$4,740.00	70.00	X	60	\$4,200.00	80.00	X	60	\$4,800.00
				\$19,855.00				\$9,900.00				\$23,212.50
CRANE DESCRIPTION:	IMT 900 SERIES		QUANTITY / UNITS	TOTAL	IMT 900 SERIES		QUANTITY / UNITS	TOTAL	IMT 900 SERIES		QUANTITY / UNITS	TOTAL
2014 INSPECTION / EA.	\$350.00	X	1	\$350.00	150.00	X	1	\$150.00	\$213.13	X	1	\$213.13
2015 INSPECTION / EA.	\$675.00	X	1	\$675.00	150.00	X	1	\$150.00	\$1,509.43	X	1	\$1,509.43
2014 LABOR RATE / HR	\$79.00	X	5	\$395.00	70.00	X	5	\$350.00	\$80.00	X	5	\$400.00
2015 LABOR RATE / HR	\$79.00	X	5	\$395.00	70.00	X	5	\$350.00	\$80.00	X	5	\$400.00
				\$1,815.00				\$1,000.00				\$2,522.56
CRANE DESCRIPTION:	NATIONAL 656A		QUANTITY / UNITS	TOTAL	NATIONAL 656A		QUANTITY / UNITS	TOTAL	NATIONAL 656A		QUANTITY / UNITS	TOTAL
2014 INSPECTION / EA.	\$500.00	X	1	\$500.00	150.00	X	1	\$150.00	\$223.28	X	1	\$223.28
2015 INSPECTION / EA.	\$1,100.00	X	1	\$1,100.00	150.00	X	1	\$150.00	\$2,655.62	X	1	\$2,655.62
2014 LABOR RATE / HR	\$79.00	X	7	\$553.00	70.00	X	7	\$490.00	\$80.00	X	7	\$560.00
2015 LABOR RATE / HR	\$79.00	X	7	\$553.00	70.00	X	7	\$490.00	\$80.00	X	7	\$560.00
				\$2,706.00				\$1,280.00				\$3,998.90
CRANE DESCRIPTION:	NATIONAL N100 - 31		QUANTITY / UNITS	TOTAL	NATIONAL N100 - 31		QUANTITY / UNITS	TOTAL	NATIONAL N100 - 31		QUANTITY / UNITS	TOTAL
2014 INSPECTION / EA.	\$500.00	X	6	\$3,000.00	150.00	X	6	\$900.00	\$223.28	X	6	\$1,339.68
2015 INSPECTION / EA.	\$890.00	X	6	\$5,340.00	150.00	X	6	\$900.00	\$1,088.97	X	6	\$6,533.82
2014 LABOR RATE / HR	\$79.00	X	71	\$5,609.00	70.00	X	71	\$4,970.00	\$80.00	X	71	\$5,680.00
2015 LABOR RATE / HR	\$79.00	X	71	\$5,609.00	70.00	X	71	\$4,970.00	\$80.00	X	71	\$5,680.00
				\$19,558.00				\$11,740.00				\$19,233.50
				\$43,934.00				\$23,920.00				\$48,967.46

"bid totals" were utilized to evaluate low bid offers

