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



*Victoria F. Sheehan*  
*Commissioner*

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

Office of Federal Compliance  
October 22, 2020

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Transportation (NHDOT) to enter into a contract with RND Consultants, Inc., Boston Massachusetts (vendor code 309043), based on a single bid received in a low bid process, for a total fee of \$46,655.66, to provide business development training and resources to Disadvantaged Business Enterprise (DBE) firms, effective upon Governor and Council approval, through October 30, 2021. 100% Federal funds.

Funds to support this request are available in the following account in State FY 2021, and are contingent upon the availability and continued appropriation of funds in FY 2022, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	<u>FY 2021</u>	<u>FY 2022</u>
04-96-96-963515-3054		
Consolidated Federal Aid		
046-500464 General Consultants Non-Benefit	\$29,689.97	\$16,965.69

**EXPLANATION**

The Federal Highway Administration (FHWA) DBE Program was established in Title 49, Code of Federal Regulations, Part 26, to ensure nondiscrimination in the award and administration of US Department of Transportation (DOT) assisted contracts in the Department's highway, transit and airport financial assistance programs. DBE firms are minority or women owned small businesses that meet certification standards regarding ownership, control, personal net worth and business size. NHDOT is required to administer a DBE program and ensure DBEs have an equal opportunity to compete for work on DOT-assisted contracts.

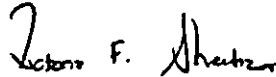
FHWA allocates funding for state DBE supportive service (DBE/SS) programs to provide training and resources to increase the capacity and improve business practices of DBEs pursuing work on transportation related highway projects. FHWA also requires state DOTs to establish a Business Development Program (BDP) to assist firms in gaining the ability to compete successfully in the marketplace outside the DBE program. The supportive services provided pursuant to this contract

complement existing DBE program functions and extend beyond the current capacity of NHDOT. Funding for this contract has been approved by FHWA for this specific purpose.

In order to maximize bid participation, a solicitation of interest was posted on the DOT's website and also emailed to individuals and businesses with the ability to provide the required services. RND Consultants, Inc. submitted the bid of \$46,655.66, which is equal to NHDOT's estimate for required services.

The NHDOT has prequalified the contractor and verified that the necessary funds are available. The contract has been approved by the Attorney General as to form and execution. 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.

Sincerely,



Victoria F. Sheehan  
Commissioner

VFS/md  
Attachments

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION		<b>1.2 State Agency Address</b> 7 HAZEN DRIVE, PO BOX 483, CONCORD, NH 03302-0483	
<b>1.3 Contractor Name</b> RND CONSULTANTS, INC.		<b>1.4 Contractor Address</b> 105 BEACH STREET, 3 <sup>RD</sup> FLOOR, BOSTON, MA 02111	
<b>1.5 Contractor Phone Number</b> 617.291.5450	<b>1.6 Account Number</b> 04-96-96-963515-3054	<b>1.7 Completion Date</b> 10/30/2021	<b>1.8 Price Limitation</b> \$46,655.66
<b>1.9 Contracting Officer for State Agency</b> LARISA DJUVELEK-RUGGIERO		<b>1.10 State Agency Telephone Number</b> 603.271.6612	
<b>1.11 Contractor Signature</b> <i>Janice M. Bergeron</i> Date: 10/19/2020		<b>1.12 Name and Title of Contractor Signatory</b> JANICE BERGERON, PRESIDENT	
<b>1.13 State Agency Signature</b> <i>Frances E. Buczynski</i> Date: 10/19/2020		<b>1.14 Name and Title of State Agency Signatory</b> FRANCES E. BUCZYNSKI, DIRECTOR OF POLICY AND ADMINISTRATION	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b>  By: <i>Emily C. Garing</i> On: 11/10/2020			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b>  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *JMB*  
 Date *10/19/2020*

## 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

**Objective # 4:** *Consultant shall develop tools to assist certified DBE firms identify bidding information and make connections with prime contractors.*

- Work with the External EEO Coordinator to assist DBE firms (consultants and contractors) understand NHDOT's contract process.
- Assist DBE firms with making connections (build relationships) with prime contractors.
- Assist DBEs identify bid opportunities.

Contractor Initials JMS  
Date 10/19/2020

Exhibit C

Payment Terms

Payments on account of services rendered under this contract shall not exceed \$46,655.66 and will be made as follows:

1. Mileage shall be paid at a rate of \$0.58 cents per mile.
2. Contractor shall submit invoices for processing monthly by the 1<sup>st</sup> of each month. Invoices shall include a detailed breakdown of consultant hours worked, activities performed, mileage traveled and expenses incurred for each objective. Expenses submitted for approval must include detailed receipts.
3. The Contractor shall deliver the final invoice and annual report for services required by this contract no later than the close of business on October 30, 2021.

Contractor Initials JMB  
Date 10/19/2020

Exhibit D

Special Provisions

Insurance

1. Delete Section 14.1.2, fire and extended coverage insurance is not required.
2. The Contractor is a sole owner providing consulting services, and is exempt from the requirements of N.H. RSA chapter 281-A "Workers Compensation"

Contractor Initials JMB  
Date 10/19/2020



RND CONSULTANTS, INC.

**CERTIFICATE OF VOTE**  
**(Corporation without Seal)**

I, Janice M. Bergeron, do hereby certify that I am the Sole Stockholder and Director of the corporation known as RND Consultants, Inc., and hold all Offices in the corporation.

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

Signed: Janice M. Bergeron  
Janice M. Bergeron, President

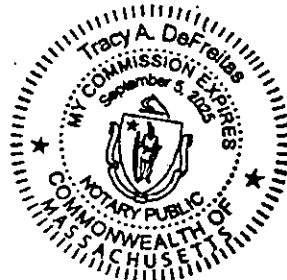
Date: October 20, 2020

STATE OF MASSACHUSETTS

Suffolk, ss

On this 20th day of October, 2020 before me, Tracy A. DeFreitas, the undersigned officer, personally appeared Janice M. Bergeron, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same of the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Tracy A. DeFreitas  
Tracy A. DeFreitas  
My Commission Expires: 9.5.25







RNDCONS-01

VSANTOSUOSSO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/20/2020

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 have ADDITIONAL INSURED provisions or 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 Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME:	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
INSURED  RND Consultants, Inc. 105 Beach Street, 3rd Floor Boston, MA 02111	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Charter Oak Fire Insurance Company A++ (XV)		25615
	INSURER B : Travelers Property Casualty Company of America		25674
	INSURER C : Travelers Indemnity Company, A++, XV		25658
	INSURER D : Travelers Casualty & Surety Co. of America A++, XV		31194
INSURER E :			
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6805K38167A	1/19/2020	1/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6805K38167A	1/19/2020	1/19/2021	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5K381921	1/19/2020	1/19/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB5K383219	1/19/2020	1/19/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			106858903	1/19/2019	1/19/2021	Per Claim \$ 1,000,000
D				106858903	1/19/2019	1/19/2021	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All Coverages are in accordance with the policy terms and conditions.

Evidence of Insurance

## CERTIFICATE HOLDER

New Hampshire Department of Transportation  
7 Hazen Drive  
PO Box 483  
Concord, NH 03302

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John P. DeBary*

# State of New Hampshire

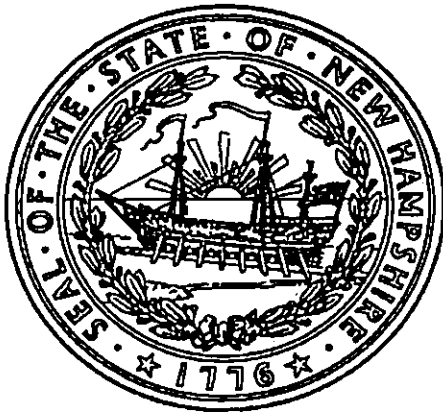
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RND CONSULTANTS, INC is a Massachusetts Profit Corporation registered to transact business in New Hampshire on August 14, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 825315

Certificate Number: 0005030716



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of October A.D. 2020.

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

William M. Gardner  
Secretary of State

**New Hampshire Department of Transportation  
 Contract for STATEWIDE, DBE SS 10336Y, X-A005 (043),  
 BID SCHEDULE**

ITEM NO.	ESTIMATED QUANTITY & PAY UNIT	ITEM NAME & UNIT RATE BID (dollars & cents, in words)	UNIT RATE BID		TOTAL	
			Dollars	Cents	Dollars	Cents
1.	<u>430 HOURS</u>	STAFFING - CONSULTANT ONE HUNDRED FIVE AND ZERO CENTS PER HOUR (dollars & cents per hour, in words)	105	00	\$ 45,155	66
2.	TO BE DETERMINED (TBD) (See note 3)	ITEM DESCRIPTION- Printing, postage and supplies for contracted work.	TBD	TBD	\$500.00	00
3.	TO BE DETERMINED (TBD) (See note 3)	ITEM DESCRIPTION- DBE SS program administration and travel expenses	TBD	TBD	\$1,000	00
GRAND TOTAL					46,155	66

Notes:

1. The Estimated Quantities of the various items listed herein are given solely to provide a uniform basis for comparison of bids. The quantities actually required to complete the contract work may vary.
2. Payment for all work performed shall be made at the unit prices stated herein.
3. The amount provided in the "Total" column is fixed, and will be made available throughout the contract period as deemed necessary and appropriate by the Department.
4. Bidder shall enter information in all shaded blocks, above, and complete the attached signature page.

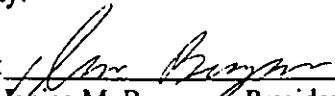


RND CONSULTANTS, INC.

**CERTIFICATE OF VOTE**  
**(Corporation without Seal)**

I, Janice M. Bergeron, do hereby certify that I am the Sole Stockholder and Director of the corporation known as RND Consultants, Inc., and hold all Offices in the corporation.

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

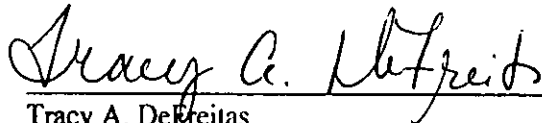
Signed:   
Janice M. Bergeron, President

Date: October 19, 2020

STATE OF MASSACHUSETTS

Suffolk, ss

On this 19th day of October, 2020 before me, Tracy A. DeFreitas the undersigned officer, personally appeared Janice M. Bergeron, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same of the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



Tracy A. DeFreitas

My Commission Expires: 9/5/2025

