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



*Victoria F. Sheehan*  
*Commissioner*

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

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

Bureau of Mechanical Services  
May 14, 2019

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract agreement with A-1 Auto Body, Inc. (Vender Code# 304954), Manchester, NH, on the basis of the low bid in the amount of \$71,100.00 for providing painting of truck bodies for the Bureau of Mechanical Services. This contract agreement would be effective July 1, 2019 or upon Governor and Council Approval, whichever is later, through June 30, 2020. Funding is 69.36% Highway Funds and Other Funds (5.24% Intra-Agency Transfers, 25.40% Agency Income).

Funding for this agreement is contingent upon the availability of funds in Fiscal Year 2020.

04-96-96-960515-3005	<u>FY 2020</u>
Mechanical Services	
020-500235 - Vehicle Maintenance	\$71,100.00

**EXPLANATION**

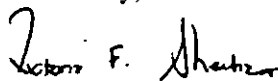
The Department of Transportation, Bureau of Mechanical Services purchases various components to assemble a complete plow truck used to perform maintenance activities. Currently, the Bureau is in the process of assembling 56 heavy trucks that require painting of the dump body, sub-frame and frame rails. Due to vacancies in the Bureau and increased rust repairs, the Bureau is experiencing the need to hire a portion of the painting work out to a private contractor in order to have the trucks ready for the upcoming winter maintenance season. This request allows the Bureau to hire the contractor to paint up to thirty (30) trucks.

Invitations for RFB'S for a contract to paint truck bodies for the Bureau of Mechanical Services was sent to known vendors of this service and was posted on the Administrative Services Purchasing website from March 27, 2019 to April 11, 2019. The bid closing date was April 11, 2019. Four (4) bids were received, A-1 Auto Body, Inc. is the low bidder at \$71,100.00. Bid tabulation of all bidders is enclosed for reference.

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.

Your approval of this contract is respectfully requested.

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial 'V'.

Victoria F. Sheehan  
Commissioner

Attachments


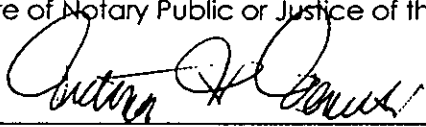

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <b>NH Dot - Bureau of Mechanical Services</b>		1.2 State Agency Address <b>33 Smokey Bear Blvd. Concord NH 03301</b>	
1.3 Contractor Name <b>A-1 Auto Body, Inc.</b>		1.4 Contractor Address <b>450 Howe Street Manchester NH, 03103</b>	
1.5 Contractor Phone Number <b>(603) 623-7961</b>	1.6 Account Number <b>04-96-96-960515-3005 Mechanical Services 020-500235 Vehicle Maintenance</b>	1.7 Completion Date <b>6/30/2020</b>	1.8 Price Limitation <b>\$71,100.00</b>
1.9 Contracting Officer for State Agency <b>Michael P. Walsh II</b>		1.10 State Agency Telephone Number <b>603-271-1667</b>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>RICHARD HERBERT - OWNER</b>	
1.13 Acknowledgement: State of <b>NH</b> , County of <b>Hillsborough</b> On <b>May 3, 2019</b> , 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]		<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>VICTORIA H. VENUTI</b>                  ★ NOTARY PUBLIC - NEW HAMPSHIRE ★                  My Commission Expires June 29, 2021             </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <b>Victoria H Venuti Notary</b>			
1.14 State Agency Signature  Date: <b>5/16/19</b>		1.15 Name and Title of State Agency Signatory <b>David Rodrigue Director of Operations</b>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <b>Alvin B. Greenstein</b> On: <b>6/18/19</b>			
3 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**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.

Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no

event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

Contractor Initials:     *BJ*    

Date:     5-3-19

**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.**

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

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

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

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

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

State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

Contractor Initials:     *JD*    

Date:     5-3-19

**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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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

Contractor Initials:     *JBH*      
Date:     5-3-15

## EXHIBIT A - SCOPE OF SERVICES

### Terms of the Agreement

1. The purpose of this agreement is to paint 4/6 yard dump bodies, sub-frames, ladders and wheel chock holder units and to paint 10/12 yard dump bodies, sub-frames, ladders and wheel chock holder units. These components are mounted on 36,000 pound and 55,000 pound chasses respectively.
2. The Contractor will remove the ladder, wheel chock holder unit and mud flaps. The Contractor shall prime and paint these units black and reinstall upon completion of the painting of the dump body.
3. The Contractor will be responsible; by the industry standards, to sand the dump body, wash the dump body, tapes off vehicle for painting, and protect cab from over spray. Contractor shall paint the dump body orange, paint underbody, sub-frame and touch up any part of the frame unprotected with black paint.
4. All work shall be performed at the Contractor's location.
5. Each truck is to be completed in eight (8) working days or less (Monday through Friday, excluding observed holidays).
6. The Bureau of Mechanical Services will be responsible for transportation of trucks to and from the Contractor's location.
7. The Bureau of Mechanical Services personnel will inspect the aforementioned Work, approve and accept prior to making payment.
8. The Contractor's location must be within a 30-mile radius of the Bureau of Mechanical Services, 33 Smokey Bear Blvd, Concord, NH.
9. All Interested Contractors are encouraged to contact NH DOT – Bureau of Mechanical Services to view indicative truck / body combinations prior to submitting an offer. Please contact the bureau at 603-271-3613 and ask for Marty Wilson or Jeff Amrol

### Truck and Body Specifics

1. 36,000 chassis – 2019 Freightliner HV507 – 4 X 2 to include 4/6 yard Everest body per specifications
2. 55,000 chassis – 2019 Freightliner HV513 – 4 X 2 to include 10/12 yard Everest body per specifications

### Paint products utilized

NOTE: The NHDOT, Bureau of Mechanical Services will supply the paint, primer, activator and reducer for the Painting of the contracted vehicles. Paint products provided as requested by awarded Contractor. Contractor shall maintain enough paint product in inventory to paint contracted trucks without product availability delay. Paint products left over after the completion of the contract painting shall be returned to NHDOT, Bureau of Mechanical Services. All other preparation and painting materials and equipment, (IE tarps, covers, tales, masking materials, sand paper, power etc...) shall be the awarded contractors responsibility and cost

NHDOT, Bureau of Mechanical Services shall provide a copy of the most recent specification sheets and Material Safety Data Sheets for products provided to the awarded Contractor to provide Product knowledge, product directions and product safety requirements.

### Paint products to be provided:

#### **PRIMER:**

DuPont Corlar# 2.1 PR, Epoxy primer  
DuPont Imron # VF-525 Activator  
DuPont # Y32035 Reducer

#### **PAINT – ORANGE:**

DuPont Imron # 2.1 HG  
DuPont Imron # 9T00-A Activator  
DuPont # 9M01 Reducer

#### **PAINT - BLACK**

Nason Fulthane Black, NSN 400-01  
Nason Fulthane Catalyst, NSN 483-15 - 8

Contractors Initials: PH

**RFB INQUIRIES:**

All questions regarding this RFB, including clarifications and proposed specification changes shall be submitted to **Michael P. Walsh II**, Assistant Administrator, NH DOT Mechanical Services at [michael.walsh@dot.nh.gov](mailto:michael.walsh@dot.nh.gov). Requests will be **submitted five business** days prior to RFB opening date. Contractors shall include complete contact information including the Contractor's name, telephone number and fax number and e-mail address.

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Contractors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <http://das.nh.gov/Purchasing/Contractorresources.asp>.

**RFB DUE DATE SUBMITTAL:**

All bids must be submitted on this form (or an exact copy), must be typed or clearly printed in ink, and must be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested Contractors may submit a bid in the following formats

- Labeled and mailed to address below
- Labeled and Faxed submittal to 603-271-1649
- Labeled E-mail Submittals - [Bureau38@dot.state.nh.us](mailto:Bureau38@dot.state.nh.us) "RFB - DOT - 2019 - 03 TRUCK PAINTING " in subject line
- Hand carried to physical address below

The bid submissions shall be addressed as follows:

NH DOT - Bureau of Mechanical Services.  
P.O. Box 486, 33 Smokey Bear Boulevard  
Concord, New Hampshire 03302-0456,  
"RFB - DOT- 2019 - 03 for the Truck painting - Mechanical Services"

**RFB Opening Date: April 11, 2019 - 10:00 AM EST.**

If you are experiencing difficulties emailing your bid or you wish to verify that your bid response has been received, please call (603) 271-3721 and ask for assistance or to check on the status of your bid response.

It shall be the Contractors' responsibility to ensure the RFB is deposited as specified. RFBs delivered to the bureau by alternative means are submitted at the sole risk of the Contractor. The Department will not accept responsibility for any reason if the RFBs are not deposited in the RFB box by the specified time and date. RFBs received after the time stated for opening RFBs will not be opened or considered. The State is under no obligation to make an award based upon this solicitation; the State, in its discretion, may reject any or all of the submitted RFBs."

**CONTRACTOR RESPONSIBILITY:**

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

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://das.nh.gov/Purchasing/Contractorresources.asp>.

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

The website is updated several times per day; it is the responsibility of the prospective Contractor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked. It is the prospective Contractor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to bid response



Contractors Initials: RH

Date: 5-3-19

**CERTIFICATE OF INSURANCE:**

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

Prior to performing any services for the State, Contractors awarded a contract shall be required to:

- Certify compliance with, or exemption from, the requirements of NH RSA 281-A, Workers' Compensation, in accordance with Section 15 of the P-37 contract.
- Provide certificate of insurance with the minimum limits required as described above

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

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

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

**IF AWARDED A CONTRACT**, The Contractor must complete the following sections of the attached Agreement State of New Hampshire Form #P-37;

- Section 1.3 Contractor(s) Name
- Section 1.4 Contractor(s) Address
- Section 1.11 Contractor(s) Signature
- Section 1.12 Name & Title of Contractor(s) Signor
- Section 1.13 Acknowledgements
- Section 1.13.1 Signature of Notary Public or Justice of the Peace
- Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

Contractors Initials: RH

Date: 5-3-19

**EXHIBIT B – OFFER SECTION**

1. Invoices must be in duplicate and are to be submitted upon job completion to:

**The Bureau of Mechanical Services  
State of New Hampshire  
PO Box 483, 33 Smokey Bear Boulevard  
Concord, NH 03302**

Payment terms are net thirty (30) days from receipt of invoice.

2. Pricing below should be based on an award quantity of :

A. 18 – 21 each. 36,000 truck / body combinations

B. 6 –9 each. 55,000 truck / body combinations

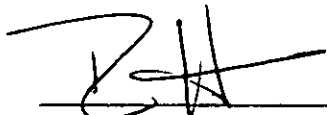
3. The vendor agrees to provide this service to the State of New Hampshire Bureau of Mechanical Services at the following prices:

Offered Price per 36,000 truck with 4/6 yd. dump body (Everest body) per specifications **\$ \$2,250.00 EA.**

Offered Price per 55,000 truck with 10/12 yd. dump body (Everest body) per specifications **\$ 2,650.00 EA.**

4. The preceding service contract agreement shall begin on 7/1/2019 or upon Governor and Council approval whichever is later, and end on June 30, 2020.

A person who is authorized to legally obligate the Contractor must sign this document. A signature on this document indicates that all State of New Hampshire terms and the Contractor accepts conditions and that any and all other terms and conditions submitted by the Contractor are null and void, even if such terms and conditions have terminology to the contrary. Contractor shall also be subject to State of New Hampshire's terms and conditions as stated in the Standard contract form (P-37).

  
\_\_\_\_\_  
Signature

RICHARD HERBERT - OWNER  
\_\_\_\_\_  
Name and Title

A-1 Auto Body, Inc.  
\_\_\_\_\_  
Company Name

450 Howe ST MANCHESTER, NH 03103  
\_\_\_\_\_  
Address

5-3-19  
\_\_\_\_\_  
Date

herbert.richard@comcast.net  
\_\_\_\_\_  
Email

EXHIBIT C

TRUCK BODY PAINTING

SPECIAL PROVISIONS

There are no special provisions for this contract

Contractors Initials:       

Date:       

5.3.19

# State of New Hampshire

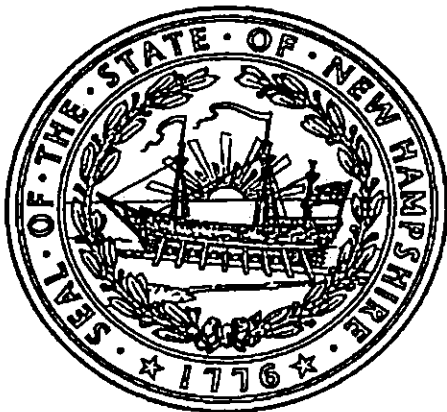
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that A-1 AUTO BODY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 29, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 309075

Certificate Number: 0004499332



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of April A.D. 2019.

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

William M. Gardner  
Secretary of State

# A-1 AUTO BODY

450 HOWE STREET  
MANCHESTER, NH 03103

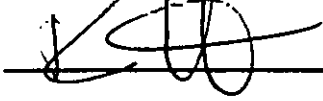
Tel: 603-623-7961 FAX: 603-669-5251

## OPERATING AGREEMENT

I, Richard Hebert, certify that I am the Owner/Manager of A-1 Auto Body, 450 Howe Street, Manchester, NH 03103.

I further certify that I am authorized to execute all documents related to the proposed contract.

In witness whereof, I hereunto set my hand.

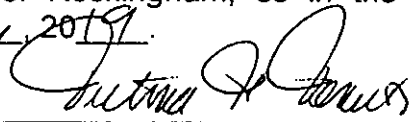
  
Richard Hebert, Manager

5.3.19  
Date

NOTARY: State of New Hampshire  
County of Rockingham

On this 3<sup>rd</sup> day of May, 2019 before me, the undersigned officer, personally appeared Richard Hebert, who acknowledged himself to be the Manager of A-1 Auto, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself, as Manager.

Subscribed and sworn to me, Victoria Venuti, a Notary Public, in and for the County of Rockingham, ss in the State of New Hampshire, this 3<sup>rd</sup> day of May, 2019.

  
Signature of Notary  
My Commission Expires: 6/29/21

Victoria Venuti  
Printed Name





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/02/2019

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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		<b>CONTACT NAME:</b> Dianne Soto <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> dsoto@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Motorist Insurance NAIC # 13331	
		<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> A-1 Auto Body Inc & DNR Holdings LLC 450 Howe St Manchester NH 03103-5124			

COVERAGES CERTIFICATE NUMBER: CL191774381 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5000023441	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG Spectrum Plus \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5000023441	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Plate not Issud Spcfc Veh \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5000023463	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	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/A	5000023464	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <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
	3(a): NH. Excluded: Duane Sands & Richard Hebert						

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

Confirmation of Coverage.

RECEIVED

MAY - 8 2019

NHDOT MECHANICAL SERVICE

### CERTIFICATE HOLDER

### CANCELLATION

Slate of NH, Bureau of Mechanical Service  
 P.O. Box 483  
 33 Smokey Bear Blvd  
 Concord NH 03302

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

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STATE OF NH - DEPARTMENT OF TRANSPORTATION - BUREAU OF MECHANICAL SERVICES

RFB DOT 2019 03

BID OPENING: 4/11/2019 AT 10:00 AM

TRUCK BODY PAINTING - BID EVALUATION SUMMARY

VENDOR	VENDOR NAME	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT COST / \$	TOTAL CONTRACT COST/\$
1	MATT BROWN TRUCK REPAIR	21	Each	36,000 LB. TRUCK / BODY COMBINATIONS	\$2,508.00	\$52,668.00
	MATT BROWN TRUCK REPAIR	9	Each	55,000 LB. TRUCK / BODY COMBINATIONS	\$3,166.00	\$28,494.00
					TOTAL	<b>\$81,162.00</b>
2	J. W. FLEET	21	Each	36,000 LB. TRUCK / BODY COMBINATIONS	\$2,995.00	\$62,895.00
	J. W. FLEET	9	Each	55,000 LB. TRUCK / BODY COMBINATIONS	\$3,495.00	\$31,455.00
					TOTAL	<b>\$94,350.00</b>
3	A-1 AUTO BODY	21	Each	36,000 LB. TRUCK / BODY COMBINATIONS	\$2,250.00	\$47,250.00
	A-1 AUTO BODY	9	Each	55,000 LB. TRUCK / BODY COMBINATIONS	\$2,650.00	\$23,850.00
					TOTAL	<b>\$71,100.00</b>
4	THOMSON AUTO BODY	21	Each	36,000 LB. TRUCK / BODY COMBINATIONS	\$10,000.00	\$210,000.00
	THOMSON AUTO BODY	9	Each	55,000 LB. TRUCK / BODY COMBINATIONS	\$12,000.00	\$108,000.00
					TOTAL	<b>\$318,000.00</b>
<b>Award made to this bidder in yellow</b>						