

hem

MAY 21 '19 10:45 AM

39



**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 the Honorable Council  
State House  
Concord N.H. 03301

Bureau of Mechanical Services  
April 17, 2019

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract agreement with Liberty International Trucks of New Hampshire, LLC (Vender Code# 159019), Manchester, NH, on the basis of a single bid in the amount of \$6,000.00 for providing Fleet Air Conditioning Training for the Bureau of Mechanical Services. This contract agreement would be effective upon Governor and Council approval through June 30, 2020. Funding is 5.24% Intra Agency Transfers, 25.40% Agency Income and 69.36% Highway Funds.

Funding is available as follows:	<u>FY 2019</u>
04-96-96-960515-3005	
Mechanical Services	
066-500543	
Continuing Professional Education	\$6,000.00

**EXPLANATION**

The Department of Transportation, Bureau of Mechanical Services maintains a fleet of 600+/- International heavy truck platforms. With the ever changing technical requirements of repairing and maintaining this fleet, staying current on repair techniques and information is vital maintaining the fleet in a timely and efficient manner. The training would be provided for up to 16 personnel. Approval of this contract request will assist in that effort.

Invitations for RFB'S for a contract for Fleet Air Conditioning training was sent to known vendors of this service and was posted on the Administrative Services Purchasing website for 12 days, from March 22, 2019 to April 3, 2019. The bid closing date was April 3, 2019. One (1) bid was received from Liberty International Trucks of New Hampshire, LLC. The bid cost for this training is approximately what was anticipated and is considered reasonable.

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.

FY 2019 YTD vendor is over the Governor and Council threshold.

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

Sincerely,

Victoria F. Sheehan  
Commissioner

Attachments

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

RFB DOT 2019 02

BID OPENING 3/22/2019 AT 10:00 AM

FLEET AIR CONDITIONING TRAINING - BID EVALUATION SUMMARY

VENDOR	VENDOR NAME	QTY	UNIT OF MEASURE / EA.	DESCRIPTION	UNIT COST / \$	TOTAL CONTRACT COST/\$
1	Liberty International	16	people	Fleet A/C Training	\$375.00	\$6,000.00
					TOTAL	\$6,000.00
2		16	people	Fleet A/C Training		\$0.00
					TOTAL	\$0.00
3		16	people	Fleet A/C Training		\$0.00
					TOTAL	\$0.00
Award made to this bidder in yellow						

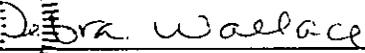
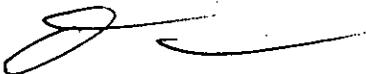
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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>Liberty International Trucks of New Hampshire, LLC</b>		1.4 Contractor Address <b>1400 South Willow Street, Manchester NH</b>	
1.5 Contractor Phone Number <b>800-562-3814</b>	1.6 Account Number <b>04-96-96-960515-3005-066-500543 Continuing Professional Education</b>	1.7 Completion Date <b>6/30/2020</b>	1.8 Price Limitation <b>FY 19 - \$6,000.00</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 		1.11 Name and Title of Contractor Signatory <b>Jeffrey Nicholas, Member</b>	
1.13 Acknowledgement: State of NH _____, County of Hillsborough			
On April 11, 2019, 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 Signature of Notary Public or Justice of the Peace 			
1.13 Name and Title of Notary Public or Justice of the Peace <b>Debra Wallace</b>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <b>David Rodrigue Director of Operations</b>	
Date: <b>5/10/19</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>Emily C. Gray</b>		On: <b>5/17/19</b>	
1.18 Approval by the Governor and Executive Council			
By: _____		On: _____	

**RECEIVED**

MAY - 6 2019

**BUREAU OF MECHANICAL SERVICES**

**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.

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. 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: gn  
Date: 4/11/19

**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.**

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 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.

**RECEIVED**

MAY - 6 2019

Contractor Initials: gn

Date: 4/11/19

**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: DN  
Date: 4/11/19

EXHIBIT A - SCOPE OF WORK

Confused about Air Conditioning?

2019 - All Makes Air Conditioning Technician Training

Technicians are Frustrated!

With Modern Complicated Vehicle HVAC Systems.

1. End result: "Higher HVAC Operating Cost per Vehicle."
2. Modern Vehicle HVAC Systems are constantly changing.
  - o Changes take place during the same vehicle model year.
  - o It is difficult to keep pace with all the changes even for the best HVAC Technicians.
  - o Resulting in misdiagnosed and improperly repaired a/c systems.
3. A/C problems increase vehicle down-time.
  - o How many times have you heard Drivers complain? "A/C Not Working"
  - o Technicians' unsure if the complaint is a real problem or not.
  - o Minimize, costly comebacks and vehicle down with up-to-date training for your Technicians.
4. The prevention of one comeback is well worth the expense, time and effort of your technicians to attend training.
5. How long does it take for your Technicians to be out-of-date? Not Long.

"Class is for All Technicians"

Beginner to Seasoned Technicians who work on vehicle HVAC Systems.

1. This training is designed for Technicians to ask questions and get answers to their specific vehicle a/c problems.
  - o You can submit your questions in advance of class to make sure we address your concerns.
2. Technicians will learn: Valuable diagnostic skills.
  - o Techniques to troubleshoot and service each A/C component.
  - o Quick-checks to determine system problems.
  - o How to interpret gauge readings.
  - o Learn what tools are necessary for servicing today's A/C systems.
  - o Flushing a/c system components.
  - o Causes of Compressor Failures.
    - o Service procedures that destroy Compressors.
    - o Verifying compressor oil charge.
  - o A/C System Refrigerant, Electrical/Electronic Operation and Diagnostics.
3. Good training reduces your Technicians frustrations and your company's maintenance costs.
4. 609 Refrigerant Certification Test and Update on HFO1234yf
  - o For technicians needing refrigerant certification to work on vehicle a/c systems



Contractor Initials: DN  
Date: 4/11/19

## EXHIBIT A CONTINUED - SCOPE OF WORK

### RFQ INQUIRIES:

All questions regarding this RFQ, 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 must be submitted **five business days** prior to RFQ 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>.

### RFQ 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 – 02 FLEET AIR CONDITIONING TRAINING" 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 – 02 for FLEET AIR CONDITIONING TRAINING"  
**RFQ Opening Date: April 3, 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 RFQ is deposited as specified. RFQs 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 RFQs are not deposited in the RFQ box by the specified time and date. RFQs received after the time stated for opening RFQs 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 RFQs."

### 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

Contractor Initials:   JN  

Date:   4/11/19

**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.

Contractor Initials:   JN    
Date:   4/11/19

## 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.

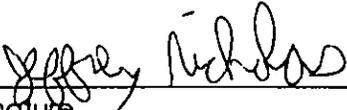
2. Pricing below should be based on an award quantity of : up to 16 People attending training

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

Offered Price for Fleet Air Conditioning training per Exhibit A, Scope of work, \$375.00 , per person.

4. The preceding service and contract agreement shall begin between 4/10/2019 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  
Liberty International Trucks of New Hampshire

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
4/11/2019

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey Nicholas, Member

\_\_\_\_\_  
Name and Title  
1400 So. Willow St. Manchester NH 03103

\_\_\_\_\_  
Address

\_\_\_\_\_  
jeffreynicholas@libertyinternationaltrucks.com

\_\_\_\_\_  
Email

**RECEIVED**  
MAY - 6 2019  
NH DOT MECHANICAL SERVICES

**EXHIBIT C**

**FLEET ELECTRICAL TRAINING**

**SPECIAL PROVISIONS**

There are no special provisions for this contract

Contractor Initials:     JN    

Date:     4/11/19

# State of New Hampshire

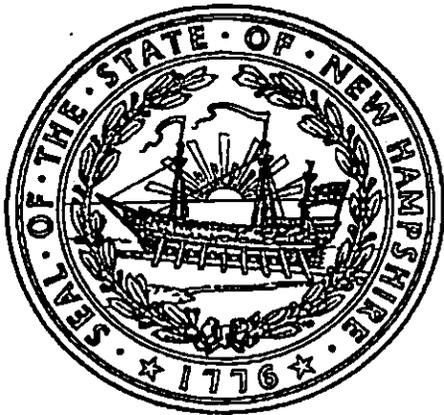
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LIBERTY INTERNATIONAL TRUCKS OF NEW HAMPSHIRE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 25, 2000. 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: 347827

Certificate Number : 0004499565



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



**LIBERTY INTERNATIONAL TRUCKS**  
of New Hampshire, LLC



### CERTIFICATE OF VOTE

I, Jeffrey L. Nicholas, certify that I am the duly elected Member of Liberty International Trucks of NH, LLC of Manchester, NH.

I further certify that the following is true and correct acknowledgement of a vote taken at a meeting of the Executive Committee in Manchester, NH, called and held on April 11<sup>th</sup> 2019 at which a quorum of the Liberty International Trucks of NH, Executive Committee was present and voting.

**VOTED:**

All members of the Executive Committee unanimously agreed to enter into a contract with the State of New Hampshire for the purpose of providing electrical training to the State of New Hampshire technicians and that Jeffrey, L. Nicholas, Member of Liberty International Trucks of NH, LLC is authorized to execute all documents related to the proposed contract.

I further certify the said vote has not been amended or repealed and remains in force, and is effective as of April 11, 2019.

Dated: April 11<sup>th</sup> 2019.

On this 11th day of April, 2019 before me, the undersigned officer, personally appeared Jeffrey L. Nicholas, who acknowledged himself to be the Member of Liberty International Trucks of NH, LLC a Corporation, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by himself, as Member.



Subscribed and sworn before me, Debra Wallace

A Notary Public, in and for the County of Hillsborough,

This 11<sup>th</sup> day of April, 2019

Debra Wallace

Debra Wallace

Notary Public



New Hampshire Automobile Dealers Association

P.O. Box 2337

Concord, NH 03302-2337

Phone: 800-852-3372

---

**CERTIFICATE OF COVERAGE**

**WORKER'S COMPENSATION & EMPLOYER'S LIABILITY**

---

This certificate is issued to:

Liberty International Trucks of New Hampshire  
1400 South Willow St  
Manchester, NH 03103

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

Safety National Casualty Corporation  
Policy Number SP 4054399

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

The coverage for the above entity is effective 11/1/2000 through an indefinite expiration date. The policy term for the excess coverage is 1/1/2019 through 1/1/2020. Termination of the certificate will be made by certified mail pursuant to the requirements of the New Hampshire Workers' Compensation statute and the New Hampshire Automobile Dealers Association Trust Agreement.

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

N.H. AUTOMOBILE DEALERS ASSOCIATION WORKERS' COMPENSATION TRUST

By *Peter Sheffer*  
DIRECTOR OF WORKERS' COMPENSATION