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New Hampshire DOT Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Mechanical Services
March 8, 2021

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Consolidated Utility Equipment Service Incorporated (Vendor 163127), Amherst NH, on the basis of a single bid of $70,637.00 for providing Yard Crane Inspection, repair, scheduled service and unscheduled emergency parts and repair, effective upon Governor and Council approval or July 1, 2021, whichever is later, through June 30, 2024. 94.5% Highway funds, 5.5% Other Funds

Funds to support this request are contingent upon the availability and continued appropriation of funds in State FY 2022, State FY 2023 and State FY 2024, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

04-96-96-960515-3005	FY 2022	FY 2023	FY 2024
Mechanical Services			
024-500225 Contract Repairs; Machine-Equip	$22,063.00	$26,511.00	$22,063.00

EXPLANATION

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

The Department of Transportation, Bureau of Mechanical Services, currently owns five (5) Yard Crane vehicles that are used for lifting and setting of truck bodies, sanders and plow components as well as various other functions. The yard cranes require yearly safety inspections, repair and maintenance. Once the inspection is completed, the Bureau is provided an explanation of repairs and maintenance needed, and the associated costs.

Invitation for bids was solicited on the Department of Administrative Services, Purchase and Property web site from 2/16/2021 through 3/1/2021, 14 calendar days. The bid opening date was 3/1/2021. There have been multiple offers in the past for this contract but only one bid was received in this solicitation. It is from Consolidated Utility Equipment Service Incorporated in the amount of $70,637.00 and includes the inspection fee labor estimated from the past contract period and a provision for emergency repair parts. Consolidated Utility Equipment Service Incorporated bid is reasonable based on previous contracts for similar work and the current requested scope of work. The Department believes it to be in the best interest of the State of New Hampshire to accept this bid to accomplish the needed work.

The Contract has been approved by the Attorney General as to form and execution, and the Department certifies that the necessary funds will be 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 requested action is respectfully requested.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

FORM NUMBER P-37 (version 12/11/2019)

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 NH DOT – BUREAU OF MECHANICAL SERVICES	1.2 State Agency Address 33 SMOKEY BEAR BLVD CONCORD NH
1.3 Contractor Name CONSOLIDATED UTILITY EQUIPMENT SERVICE, INC.	1.4 Contractor Address 14 CALDWELL DRIVE, AMHERST NH 03031
1.5 Contractor Phone Number 603-889-4071 1.6 Account Number 04-96-960515-3005-024-500225 – CONTRACT REPAIRS – MACHINE EQUIPMENT	1.7 Completion Date 6/30/2024 1.8 Price Limitation FY2022 - $22,063.00 FY2023 - $26,511.00 FY2024 - $22,063.00 TOTAL - $70,637.00
1.9 Contracting Officer for State Agency Michael P. Walsh II	1.10 State Agency Telephone Number 603-271-1667
1.11 Contractor Signature Date: 3-2-21	1.12 Name and Title of Contractor Signatory Tamara Carmody, Service Manager
1.13 State Agency Signature Date: 3/16/21	1.14 Name and Title of State Agency Signatory David Rodrigue Director of Operations
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Allin B Greenstein On: 4/2/21	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:	

Contractor Initials TC
Date 3-2-21 3/2/2

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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
Date 3/2/21

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

Contractor Initials

Date 3/2/21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials
Date 3/2/21

EXHIBIT A

YARD CRANE INSPECTION –REPAIRS-SCHEDULED SERVICE

SPECIAL PROVISIONS

Special provisions for this Contract

Reference Certificate of Insurance – Requirements

Comprehensive General Liability Insurance shall be $750,000 per occurrence

Contractor Initials: _____

Date: 3/2/21

EXHIBIT B
YARD CRANE INSPECTION –REPAIRS-SCHEDULED SERVICE - SCOPE OF SERVICES

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

CONTRACTOR QUALIFICATIONS:
Note: Contractor must have qualified people to verify compliance with the provisions of the Yard Crane inspection, per ASME B 30.5-2004 or latest revision

ANNUAL INSPECTION – COMPLIANCE STANDARDS
Annual inspections of the Yard Cranes shall be in accordance with "OSHA" 1926 subpart CC & "ANSI" B30.22 & ANSI B30.5 or most recent revisions. All inspections shall take place at Contractors premises.

TIME FRAME DEFINITIONS:
- FY 2022 - Year 1 = (7/1/2021 - 6/30/2022)
- FY 2023 - Year 2 = (7/1/2022 - 6/30/2023)
- FY 2024 - Year 3 = (7/1/2023 - 6/30/2024)

ANNUAL INSPECTION PROCESS & REQUIREMENTS
Contractor shall provide the following under the annual ANSI / OSHA inspection segment:
In each year of the 3-year contract, cost to be included in flat rate offer
- Perform Annual ANSI / OSHA safety inspection for issuance of certificate (sample attached)
- Perform Manufacturers recommended inspection for optimum utilization and safety
- Replacement of all hydraulic filter(s), quantity /type to be determined by make/model specified in **Exhibit C**
- Grease / lubricate all fittings.

In year 2 of the 3-year contract in *addition to annual requirements*
In FY 2023, year 2 of contract (7/1/ 2022 - 6/30/2023), Replacement of hydraulic fluid product per manufacturers recommendations for region. This service shall be included in the flat rate offer for **year 2** of the contract. Reservoir volumes for each crane stated in **Exhibit C.**

ANNUAL INSPECTION LOCATION
The annual inspection flat rate offered should be calculated based on the crane inspection being done on the Contractors premises. NH DOT shall be responsible for the delivery and pick up of the cranes to and from the contractor's premises for the purpose of the annual inspections.

ANNUAL SAFETY INSPECTION BY APPOINTMENT
The annual safety inspection shall take place according to Exhibit A, scope of services. Inspection times and dates shall be coordinated on a mutually agreed appointment schedule with the successful Contractor and Crane contact person. It is anticipated that the (5) five inspections shall occur over a (5) five-week period. The exception to the stated schedule would be if a crane needed repairs to pass annual inspection. The additional time needed would be allowed to complete the approved repairs. The Contractor and crane contact person shall schedule the inspection at a time acceptable to both parties

ANNUAL SAFETY INSPECTION – EVALUATION OF UNIT
If the Yard Crane should not pass the annual safety inspection, the Contractor shall document such to the crane contact person. The yard crane shall not be utilized until the necessary repairs are made and passing a second inspection is achieved

ANNUAL SAFETY INSPECTION – STATUS / COMMUNICATION / TIME
Once the annual ANSI / OSHA safety inspection is done and repairs are required, the Bureau of Mechanical Services will be provided a **"repair estimate"** to include the associated cost for parts and labor to perform the aforementioned work. A copy of the ANSI / OSHA inspection report along with a copy of the repair estimate shall be emailed to mechanical services for review / records. The Contractor shall have up to **(7) seven business days** to submit the specified information from the date of inspection completion. The information shall be emailed to: Bureau38@dot.state.nh.us , attention **Jared Cloutier & James Lamora**

Contractor Initials: _____

Date: 3/2/21

REPAIR ESTIMATE COMPONENTS:

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

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

  Service Code:
  - ➢Damaged - Required to pass ANSI inspection - Imminent Safety -."X"
  - ➢Normal wear - Factory Recommended service "W"
  - ➢Good condition – "G"
  - ➢Requires repair – "O"
  - ➢Not Applicable – "N/A"
  - ➢Lack of maintenance – "L"
- Service Code symbols may vary with successful Contractors standard inspection form,

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

REPAIR ESTIMATE APPROVAL PROCESS, LOCATION

- Upon review and approval of the submitted **repair estimate** by NH DOT Mechanical Services, the Contracter shall order the necessary parts and materials. Once the parts arrive, the Contractor shall contact the crane contact person to schedule the repair work.

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

REPAIR TIME:

- General - The Successful Contractor shall be required to accomplish the intended service within the quoted time communicated on the submitted **repair estimate**. The number of hours or days the unit would be out of service at the crane location for safety inspection compliance repairs or Factory recommended service would be communicated on the **repair estimate** and communicated verbally to the crane contact person when scheduling the repair.
- All repair work shall be performed at Contractors repair location unless alternative arrangements are made at the time of the requested repair

REPAIR PROCESS

- Upon completion of the inspection, required repairs and scheduled maintenance, the Contractor shall notify the crane contact person and the Bureau of Mechanical Services.

- The Contractor shall provide an itemized invoice comprised of all parts / supplies stated in the **repair estimate** plus actual cost, (cost billed to the state) to complete authorized repairs. There may be times when the 'actual labor cost is less than the estimated labor cost.

- In the remote event that a yard crane requires transportation to the Contractor's place of business for repair, NH – DOT shall provide Transportation of the unit. DOT may elect to have the Contractor transport the yard crane if they agree to the transportation price quoted by the Contractor **prior** to movement of the crane.

REPAIR – POST INSPECTION

After completion of all authorized work, a complete invoice shall l be finalized and prepared for billing.

Contractor Initials:

Date: 3/2/21

WARRANTY REQUIREMENTS:

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

WORK HOURS

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

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

Contractor Initials: _____

Date: 3/2/21

EXHIBIT C
YARD CRANE INSPECTION –REPAIRS-SCHEDULED SERVICE - PAYMENT TERMS

REPAIR PARTS – PRICING & MARK UP

- Parts or materials required and utilized in the "annual inspection" segment of the contract shall be included in the safety inspection flat rate charge offered by the Contractor for this service as identified in exhibit B.
- Parts and materials required and identified in the "repair estimate" to provide needed repairs, safety inspection compliance repairs or Factory recommended service shall be charged to the Agency Remit Account at the same invoice price charged by the Contractor's supplier plus an adder **not to exceed 25%.** A copy of the Contractors invoice(s) from the Contractors supplier for purchased parts and materials shall be submitted with the Contractors invoice for payment.
- Parts and materials that are undefined or unanticipated and not stated in the "repair estimate" to provide needed repairs, safety inspection compliance repairs or Factory recommended service shall be charged to the Agency Remit Account at the same invoice price charged by the Contractor's supplier plus an adder of **not to exceed 25%** plus a written explanation as to the need for the added parts and /or materials. A copy of the Contractors invoice(s) from their parts supplier for such parts and materials shall be submitted with the Contractors invoice for payment.
- Freight cost for **expedited freight** (previously quoted and approved by NH DOT – Mechanical Services) shall be billed at the same price the shipping Contractor charged the Contractor with no additional markup cost
- The state reserves the right to request verification of any transaction prior to payment

INVOICING:

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the following information:

- License plate number of the vehicle ["H" number]
- Purchase order number encumbered for the contract
- Part quantity
- Part description
- Part number
- Date of service
- Contract labor rate

Total labor hours and Total due. Invoices shall include copies of "part" support documentation as specified above

INVOICING – STATUS / COMMUNICATION / TIME

Once all work is complete and the Yard Crane is accepted back to the State, a copy of the final invoice shall be emailed to Mechanical Services for review. At the address below. The Contractor shall have up to fifteen (15) **business days** to submit the specified invoice from the date of final work completion to the Bureau of Mechanical Services at the following Email: Bureau38@dot.state.nh.us attention Diane Rivet, Tel # 603-271-3724.

ROAD SERVICE – RATES AND CHARGES – *SUPPLIED BY BIDDER*

In the case of equipment failure or breakdown, Contractor shall indicate road service rates, to be determined by bidder:

$ 0.00 Mile

$ 135.00 Hour

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

NOTE: The state reserves the right to add or remove Yard Cranes to be inspected, repaired or serviced from the li indicated in Exhibit C, due to the possibility of units being added or removed from service during the contract period

Contractor Initials:

Date: 3/2/21

EXHIBIT C - PAYMENT TERM SECTION CONTINUED

Vdder hereby offers to furnish Yard Crane Inspections, Repairs and Scheduled Maintenance to the State of New Hampshire in accordance with all of the requirements of this bid invitation at the following prices for the entire contract.

INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units	"H" #	Hydraulic fluid Reservoir
SHUTTLE LIFT	7750	1	H-707	60 gallons

SERIAL NUMBER # 70290103

YARD CRANE LOCATION: 33 SMOKEY BEAR BLVD CONCORD NH 03103 CRANE CONTACT - WILLIAM GOSSELIN - 603-271-3615

Annual Safety Inspection (Flat Rate Charge) includes all requirments stated in Exhibit B for each year of the contract

$625.00	+	$1,675.00	+	$625.00	=	3 YR TOTAL	$2,925.00
FY2022		FY2023		FY2024			

Labor per Hour for repairs and scheduled maintenance (* hours are estimated for bid basis only, actual hours will be invoiced)

FY2022	$130.00	X	10	Hours*	=	FY2022 TOTAL	$1,300.00
FY2023	$130.00	X	10	Hours*	=	FY2023 TOTAL	$1,300.00
FY2024	$130.00	X	10	Hours*	=	FY2024 TOTAL	$1,300.00

3 YEAR TOTAL INCLUDING INSPECTION TOTAL $6,825.00

INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units	"H" #	Hydraulic fluid Reservoir
SHUTTLE LIFT	5540	1	H-706	40 gallons

SERIAL NUMBER # 12240202

YARD CRANE LOCATION: 647 - A MAIN STREET, LANCASTER NH CRANE CONTACT - MARK CORRIGAN - 603-788-4177

Annual Safety Inspection (Flat Rate Charge) includes all requirments stated in exhibit B for each year of the contract

$750.00	+	$1,625.00	+	$750.00	=	3 YR TOTAL	$3,125.00
FY2022		FY2023		FY2024			

Labor per Hour for repairs and scheduled maintenance (* hours are estimated for bid basis only, actual hours will be invoiced)

FY2022	$130.00	X	10	Hours*	=	FY2022 TOTAL	$1,300.00
FY2023	$130.00	X	10	Hours*	=	FY2023 TOTAL	$1,300.00
FY2024	$130.00	X	10	Hours*	=	FY2024 TOTAL	$1,300.00

3 YEAR TOTAL INCLUDING INSPECTION TOTAL $7,025.00

INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units	"H" #	Hydraulic fluid Reservoir
SHUTTLE LIFT	5540	1	H-731	40 gallons

SERIAL NUMBER # 12230202

YARD CRANE LOCATION: ROUTE 302, TWIN MOUNTAIN NH CRANE CONTACT - ADAM WHITE - 603-846-5741

Annual Safety Inspection (Flat Rate Charge) includes all requirments stated in exhibit B for each year of the contract

$750.00	+	$1,625.00	+	$750.00	=	3 YR TOTAL	$3,125.00
FY2022		FY2023		FY2024			

Labor per Hour for repairs and scheduled maintenance (* hours are estimated for bid basis only, actual hours will be invoiced)

FY2022	$130.00	X	10	Hours*	=	FY2022 TOTAL	$1,300.00
FY2023	$130.00	X	10	Hours*	=	FY2023 TOTAL	$1,300.00
FY2024	$130.00	X	10	Hours*	=	FY2024 TOTAL	$1,300.00

3 YEAR TOTAL INCLUDING INSPECTION TOTAL $7,025.00

CONTRACTOR INITIALS:

DATE: 3/2/21

EXHIBIT C - PAYMENT TERM SECTION CONTINUED

INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units	"H" #	Hydraulic fluid Reservoir
SILENT HOIST	FAY	1	H-730	40 gallons est.

SERIAL NUMBER # 16783

YARD CRANE LOCATION: EXIT 16, OFF I-89 ENFIELD NH CRANE CONTACT - TRAVIS WRIGHT - 603-448-4015

Annual Safety Inspection (Flat Rate Charge) includes all requirments stated in exhibit B for each year of the contract

$699.00	+	$1,623.00	+	$699.00	=	3 YR TOTAL	$2,921.00
FY2022		FY2023		FY2024			

Labor per Hour for repairs and scheduled maintenance (* hours are estimated for bid basis only, actual hours will be invoiced)

FY2022	$130.00	X	14	Hours*	=	FY2022 TOTAL	$1,820.00
FY2023	$130.00	X	14	Hours*	=	FY2023 TOTAL	$1,820.00
FY2024	$130.00	X	14	Hours*	=	FY2024 TOTAL	$1,820.00

3 YEAR TOTAL INCLUDING INSPECTION TOTAL $8,381.00

INSPECTION COSTS AND HOURLY RATES:

Make	Model	# of Units	"H" #	Hydraulic fluid Reservoir
SILENT HOIST	FAY	1	H-732	40 gallons est.

SERIAL NUMBER # 17148

YARD CRANE LOCATION: 19 BASE HILL RD, SWANZEY NH CRANE CONTACT - PHILIP AUDET - 603-352-9102

Annual Safety Inspection (Flat Rate Charge) includes all requirments stated in exhibit B for each year of the contract

$699.00	+	$1,623.00	+	$699.00	=	3 YR TOTAL	$2,921.00
FY2022		FY2023		FY2024			

Labor per Hour for repairs and scheduled maintenance (* hours are estimated for bid basis only, actual hours will be invoiced)

FY2022	$130.00	X	14	Hours*	=	FY2022 TOTAL	$1,820.00
FY2023	$130.00	X	14	Hours*	=	FY2023 TOTAL	$1,820.00
FY2024	$130.00	X	14	Hours*	=	FY2024 TOTAL	$1,820.00

3 YEAR TOTAL INCLUDING INSPECTION TOTAL $8,381.00

BID BASIS – (TOTAL OF ALL 5 CRANES - FY2022, FY2023, FY2024 $37,637.00

DATE: 3/2/21

CONTRACTOR INITIALS:

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 CONSOLIDATED UTILITY EQUIPMENT SERVICE, INCORPORATED is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 16, 1969. 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: **13207**

Certificate Number: **0005260021**

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 February A.D. 2021.

William M. Gardner

Secretary of State

RECEIVED
MAR 01 2021
NHDOT MECHANICAL SERVICES

RECEIVED
FEB 26 2021
NHDOT MECHANICAL SERVICES

14 Caldwell Drive
603-889-4071
Amherst, NH 03031
FAX: 603-886-5909

53 Lebanon Road
860-886-7081
North Franklin, CT 06254
FAX: 860-886-6546

Consolidated Utility Equipment Service, Inc.
www.CUESequip.com

CERTIFICATE OF VOTE

I, David Dube, hereby certify that I am the President/CEO of Consolidated Utility Equipment Service, Inc. a/k/a CUES, Inc. in Amherst, NH

I further certify that the following is a true copy of a vote taken at a meeting of CUES, Inc. Management Team (Amherst, NH) duly called and held on 03/02/2021 at which a quorum of the CUES, Inc. Management Team was present and voting.

Management Team voted and unanimously agreed to enter into a service contract with the State of New Hampshire to provide the service of inspection and repairs to Truck Cranes (Knuckle Booms) for the State of New Hampshire and Tamara Carmody to execute all documents related to service contract.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of 03/02/2021.

Date: 03/02/2021

Attest:
Signature: _____
David Dube, President/CEO

Notary Public: _____

Commission Expires: _____ Date: 3/2/2021

JOYCE M. RECZKO
Notary Public - New Hampshire
My Commission Expires January 10, 2023

CONSUTI-01 GLONSINGER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/2/2021

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
Ford Insurance Agency, Inc
2 Harold L Dow Hwy
Eliot, ME 03903

CONTACT NAME: Gary L Lonsinger
PHONE (A/C, No, Ext): (207) 439-2500 FAX (A/C, No): (207) 439-6805
E-MAIL ADDRESS: gary.lonsinger@fordinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acadia Insurance Company	31325
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Consolidated Utility Equipment
14 Caldwell Drive
Amherst, NH 03031

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	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAA501895319	11/6/2020	11/6/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA517479316	11/6/2020	11/6/2021	PER STATUTE / 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
A	Garagekeepers			CGA025829122	5/14/2020	5/14/2021	Comprenen	500,000
A				CGA025829122	5/14/2020	5/14/2021	Collision	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation 3A applies to States of NH, ME, MA, CT, NY, VT

CERTIFICATE HOLDER

State of New Hampshire DOT
Bureau of Mechanical Service
33 Smokey Bear Blvd
03301

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

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The ACORD name and logo are registered marks of ACORD

ITEM TWO

Schedule Of Coverages And Covered Autos
This policy provides only those coverages where a charge and limit, if applicable, are shown in the columns below. Each of "auto"-related coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for the applicable coverages by the entry of one or more of the symbols form Section I - Covered Autos Coverages of the Auto Dealers Coverage Form next to the name of the "auto"-related coverage.

Coverages	Covered Autos	Limit
Covered Autos Liability	21	Each "Accident" "Garage Operations" 750,000 Auto Only 750,000 Other than Auto Only Aggregate - "Garage Operations" 2,250,000 Other than "Auto" Only
General Liability Bodily Injury And Property Damage Liability		$ Each Accident
Damages To Premises Rented To You		$ Any One Premises
Personal And Advertising Injury Liability		$ Any One Person Or Organization
		$ General Liability Aggregate
		$ Products And Work You Performed Aggregate
Locations And Operations Medical Payments		$ Any One Person
Personal Injury Protection (Or Equivalent No-fault Coverage)		Separately Stated in Each Personal Injury Protection Endorsement Minus $ Ded
Added Personal Injury Protection (Or Equivalent No-fault Coverage)		Separately Stated in Each Personal Protection Endorsement
Property Protection Insurance (Michigan Only)		Separately Stated In Each P.P.I. Endorsement Minus $ Deductible For Each Accident
Auto Medical Payments		Each Insured See Item Seven For Covered Autos Insured On A Specified Car Basis.
Medical Expense And Income Loss Benefits (Virginia Only)		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement
Uninsured Motorists	26	750,000 CSL
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)		
Garagekeepers Comprehensive Coverage		Separately Stated For Each Location In Item Five
Garagekeepers Specified Causes Of Loss Coverage		
Garagekeepers Collision Coverage		
Physical Damage Comprehensive Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightening. See Item Six For Dealers Autos.
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism. See Item Six For Dealers Autos.
Physical Damage Collision Coverage		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Dedeductible For Each Covered Auto See Item Six For Dealers Blanket Collision Autos.

RECEIVED
MAY 19 2020
NHDOT MECHANICAL SERVICES

MAR 2 3 2021

CERTIFICATE OF INSURANCE

NATIONAL CONTINENTAL
CLEVELAND, OHIO 44101

Date: 03/16/2021

Certificate Holder: State of New Hampshire
Dept of Transportation
PO Box 456
Concord NH 03302

Insured: CONSOLIDATED UTILITY
EQUIPMENT SERVICE INC DBA
14 CALDWELL AVE
AMHERST NH 03031

This is to certify that the insured named above has in force as of the date hereof the following policy or policies:

CNH-000-7111-584-0

Policy Effective Date: 05/08/20
Policy Expiration Date: 05/08/21

KIND OF INSURANCE	POLICY NO.	LIMITS OF LIABILITY
Automobiles: Any Auto, Non-Owned Autos, Garage Liability Bodily Injury Liability Property Damage Liability	SEE ABOVE	750,000 CSL
Medical Payments		
Uninsured and/or Underinsured Motorist	SEE ABOVE	750,000 CSL
Certificate holder is listed as policy level additional insured. Policy is aggregate with $2,250,000		

This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy or policies shown above.

In event of any material change in or cancellation of the policy or policies, the company will make every effort to mail 30 days written notice to the addressee but undertakes no responsibility by reason of failure to do so.

Authorized Representative _____
NATIONAL CONTINENTAL

Producer: FORD INSURANCE AGENCY
INC
2 DOW HIGHWAY
ELIOT ME 03903

RFB DOT 2021 05,

CONTRACT FOR: YARD CRANE INSPECTION, REPAIRS & SCHEDULED SERVICE

BID TERMS AND CONDITIONS

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

TERMS OF SUBMISSION:
All material received in response to this bid shall become the property of State and will not be returned to the Contractor. Regardless of the Contractors selected, State reserves the right to use any information presented in a bid response. The content of each Contractor's bid shall become public information once a contract(s) has been awarded. Complete bids shall be filled out on original bid format. Contractors may submit additional paperwork with pricing, but all pricing shall be on bid and in the State's format.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:
Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Contractor as confidential. Any and all information contained in or connected to a bid or proposal that a Contractor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked.

Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Contractors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Contractor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Contractor of the date it plans to release the materials. The State is not obligated to comply with a Contractor's designation regarding confidentiality.

By submitting a bid, the Contractor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Contractor.

LIABILITY:
The State shall not be held liable for any costs incurred by the Contractor in the preparation of their bid or for work performed prior to contract(s) issuance.

Contractor Initials: _____

Date: 3/2/21

BID DUE DATE:
Sealed bids shall be received and deposited in the bid box at the 33 Smokey Bear Boulevard, Concord office of The Bureau of Mechanical Services prior to **11:00 am, prevailing time on 3/1/2021**, at which time they will be opened. It shall be the Contractors' responsibility to ensure the bid is deposited as specified. Bids 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 bids are not deposited in the bid box by the specified time and date. Bids received after the time stated for opening bids 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 bids. All offers shall remain valid for a period of sixty (60) days from the bid due date. A Contractor's disclosure or distribution of Bids other than to NH DOT – Bureau of Mechanical Services may be grounds for disqualification.

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. Sample P-37 document attached for review.

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

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 below, sample attached.
- 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,

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

CONTRACTOR(S) OPPORTUNITY:
Contractor(s) may also make site visits to any location they chose to bid on if applicable. Contractor(s) are responsible for having ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites knowledge of conditions affecting delivery performance. The act of submitting a bid is to be considered in full acknowledgment that the Contractor(s) is familiar with the conditions and requirements of these specifications.

Contractors Initials: _____

Date: 3/2/21

CONTRACTOR CERTIFICATIONS:

ALL Contractors **SHALL** be duly registered as a Contractor authorized to conduct business in the State of New Hampshire. Contractors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- STATE OF NEW HAMPSHIRE CONTRACTOR APPLICATION: Contractor **SHALL** has a completed Contractor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): http://admin.state.nh.us/purchasing/Contractor.asp

- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: A bid award, in the form of a contract(s), will **ONLY** be awarded to a Contractor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: http://www.sos.nh.gov/corporate.

- CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, by the using agency, the Contractor will have signed by each of employees or its approved sub-Contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

CONTRACTOR'S RESPONSIBILITY:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Contractor Contact Information" section. Finally, complete the company information on the "General Conditions and nstructions" page of this bid invitation, then sign the bid in the space provided on that page. This request for Bid and any addenda to this bid invitations are advertised / posted at the following web site: https://apps.das.nh.gov/bidscontracts/

- 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 update 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 are overlooked.

- It is the prospective Contractor's responsibility to forward a signed copy of any associated addenda to the Bureau of Mechanical Services along with their bid response.

OBLIGATIONS & LIABILITY OF THE CONTRACTOR:

The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

The Contractor shall take all responsibility for the work under this contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes. The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

Contractor Initials: _____

Date: 3/2/21

INSTRUCTIONS TO CONTRACTOR:
Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation (i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Contractor Contact Information" section.

BID 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.
Specifications and bid forms may be obtained from Mechanical Services at the address below or at the following website link. http://das.nh.gov/purchasing. Bids shall be placed in two envelopes, with the inner envelope sealed and plainly marked

~~"Bid for Yard Crane Inspection, Repairs & Scheduled Service RFB- DOT-2021-05 NH DOT -Mechanical Services".~~
Addressed to:

NH DOT - Bureau of Mechanical Services
PO Box 483, 33 Smokey Bear Boulevard Concord, New Hampshire 03302- 0456
RFB – DOT-2021-05, Yard Crane Inspection, Repairs & Scheduled Service

Sealed bids shall be received and deposited in the bid box at the 33 **Smokey Bear Boulevard, Concord office of The Bureau of Mechanical Services prior to 11:00 am, prevailing time on 3/1/2021 PM EST,** at which time they will be opened. It shall be the Contractor's responsibility to ensure the bid is deposited as specified. Bids delivered to the Bureau of Mechanical Services by alternative means, FAX, MAIL ETC... are submitted at the sole risk of the Contractor. The Department will not accept responsibility for any reason if the bid is not deposited in the bid box by the specific time and date. Bids received after the time for opening bids will not be considered.

PURPOSE:
The purpose of this bid invitation is to establish a contract for supplying the State of New Hampshire Department of Transportation, Bureau of Mechanical Services with the service(s) indicated in the "Offer" section of this bid invitation to be requested as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract.

CONTRACT TERM:
Any resulting contract for service shall commence upon approval by Governor and Council for a term of approximately three (3) years beginning approximately July 1, 2021 through June 30, 2024, whichever is later

TERMINATION:
The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Contractor a thirty (30) day written notice.

REQUEST FOR INQUIRY, CHANGES AND/OR CLARIFICATION:
Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid Number, the Contractor's name and address and the name of the person submitting the question. Any requested changes to this bid invitation by the Contractor must be received in writing at the Bureau of Mechanical Services no later than 3:30 PM on the (5th) fifth business day prior to the date of the bid opening. Questions must be submitted by E-mail to Michael Walsh at the following address: michael.walsh@dot.nh.gov

ADDENDUM:
In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the Bureau of Mechanical Services will post on the states web site any Addenda. Before your submission, always check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is:
https://apps.das.nh.gov/bidscontracts/

Contractor Initials: _____

Date: 3/2/21

BID PRICES:
Bid prices must be in US dollars and must include all costs required by this bid invitation. Bid prices should result in prices that are no higher than those charged to the Contractor's best/preferred customer. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time.

BID AWARD:
The award of the bid will be based upon **THE TOTAL LOW BID MEETING ALL SPECIFICATIONS** from the listing of the items indicated in the "Exhibit B" of this bid invitation. Successful Contractor will not be allowed to require any other type of order, nor will the successful Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of an NH DOT Contract.

NOTIFICATION AND AWARD OF CONTRACT(S):
Bid results will not be given by telephone. For Contractors wishing to attend the bid opening: Bid results will be made public after final approval of the contract.

BID OPENING:
Contractors wishing to attend the bid Opening: Names of the Contractors submitting responses and total offered price shall be made public.

BID RESULTS:
Bid results may also be viewed on our website at. https://apps.das.nh.gov/bidscontracts/

ABILITY TO PROVIDE:
Successful Contractor must be capable of providing the State of New Hampshire, Department of Transportation with their entire requirements of the repair services as required in this bid invitation and any resulting contract without any delay or substitution. **Contractor's location shall be within a 30-mile radius of NH DOT - Bureau of Mechanical Services, 33 Smokey Bear Boulevard Concord, New Hampshire 03302-0456**

ESTIMATED CONTRACT VALUE:
The annual value of the contract is estimated to be **$23,000.00** per year. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. The state reserves the right to add or remove Yard Cranes to be inspected or repaired from the list indicated in Exhibit B, due to the possibility of units being added or removed from service during the contract period. Actual contract value will be dependent upon work required.

SPECIFICATION COMPLIANCE:
Contractor's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications unless otherwise specified and authorized at time of repair estimate approval, all parts & components offered by the Contractor must be new; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

CONTRACTOR CONTACT INFORMATION:
The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

Tamara Carmody Contact Person	603-889-4071 Local Telephone Number	800-258-1010 Toll Free Telephone Number
603-886-5909 Fax Number	Tamara@cuesequip.com E-mail Address	www.CUESequip.com Company Website

Contractor Initials: TC

Date: 3-2-21 3/2/21

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

BID RFB_DOT_2021_05 YARD CRANE INSPECTION, REPAIRS & SCHEDULED MAINTENANCE

BID DUE DATE 3/1/2021 BID TABULATION TIME 11:00 AM

VENDOR	CUES					NO OTHER BIDDERS			
YARD CRANE	SHUTTLE LIFT 7750 CONCORD NH		QTY / UNITS		TOTAL	SHUTTLE LIFT 7750 CONCORD NH	QTY / UNITS		TOTAL
2022 INSPECTION / EA.	$625.00	X	1	=	$625.00		X	1	=	$0.00
2023 INSPECTION / EA.	$1,675.00	X	1	=	$1,675.00		X	1	=	$0.00
2024 INSPECTION / EA.	$625.00	X	1	=	$625.00		X	1	=	$0.00
2022 LABOR RATE / HR	$130.00	X	10	=	$1,300.00		X	10	=	$0.00
2023 LABOR RATE / HR	$130.00	X	10	=	$1,300.00		X	10	=	$0.00
2024 LABOR RATE / HR	$130.00	X	10	=	$1,300.00		X	10	=	$0.00
	SHUTTLE LIFT 7750- 2022 / 2023 / 2024 TOTAL				$6,825.00	SHUTTLE LIFT 7750 2022 / 2023 / 2024 TOTAL				$0.00
YARD CRANE	SHUTTLE LIFT 5540 LANCASTER NH		QTY / UNITS		TOTAL	SHUTTLE LIFT 5540 LANCASTER	QTY / UNITS		TOTAL
2022 INSPECTION / EA.	$750.00	X	1	=	$750.00		X	1	=	$0.00
2023 INSPECTION / EA.	$1,625.00	X	1	=	$1,625.00		X	1	=	$0.00
2024 INSPECTION / EA.	$750.00	X	1	=	$750.00		X	1	=	$0.00
2022 LABOR RATE / HR	$130.00	X	10	=	$1,300.00		X	10	=	$0.00
2023 LABOR RATE / HR	$130.00	X	10	=	$1,300.00		X	10	=	$0.00
2024 LABOR RATE / HR	$130.00	X	10	=	$1,300.00		X	10	=	$0.00
	SHUTTLE LIFT 5540- 2022 / 2023 / 2024 TOTAL				$7,025.00	SHUTTLE LIFT 5540 2022 / 2023 / 2024 TOTAL				$0.00
YARD CRANE	SHUTTLE LIFT 5540 TWIN MOUNTAIN		QTY / UNITS		TOTAL	SHUTTLE LIFT 5540 TWIN MOUNTAIN	QTY / UNITS		TOTAL
2022 INSPECTION / EA.	$750.00	X	1	=	$750.00		X	1	=	$0.00
2023 INSPECTION / EA.	$1,625.00	X	1	=	$1,625.00		X	1	=	$0.00
2024 INSPECTION / EA.	$750.00	X	1	=	$750.00		X	1	=	$0.00
2022 LABOR RATE / HR	$130.00	X	10	=	$1,300.00		X	10	=	$0.00
2023 LABOR RATE / HR	$130.00	X	10	=	$1,300.00		X	10	=	$0.00
2024 LABOR RATE / HR	$130.00	X	10	=	$1,300.00		X	10	=	$0.00
	SHUTTLE LIFT 5540- 2022 / 2023 / 2024 TOTAL				$7,025.00	SHUTTLE LIFT 5540 2022 / 2023 / 2024 TOTAL				$0.00
YARD CRANE	FAY SILENT HOIST ENFIELD		QTY / UNITS		TOTAL	FAY SILENT HOIST ENFIELD	QTY / UNITS		TOTAL
2016 INSPECTION / EA.	$699.00	X	1	=	$699.00		X	1	=	$0.00
2017 INSPECTION / EA.	$1,523.00	X	1	=	$1,523.00		X	1	=	$0.00
2018 INSPECTION / EA.	$699.00	X	1	=	$699.00		X	1	=	$0.00
2016 LABOR RATE / HR	$130.00	X	14	=	$1,820.00		X	14	=	$0.00
2017 LABOR RATE / HR	$130.00	X	14	=	$1,820.00		X	14	=	$0.00
2018 LABOR RATE / HR	$130.00	X	14	=	$1,820.00		X	14	=	$0.00
	FAY SILENT HOIST 2022 / 2023 / 2024 TOTAL				$8,381.00	FAY SILENT HOIST 2022 / 2023 / 2024 TOTAL				$0.00
YARD CRANE	FAY SILENT HOIST SWANZEY		QTY / UNITS		TOTAL	FAY SILENT HOIST SWANZEY	QTY / UNITS		TOTAL
2016 INSPECTION / EA.	$699.00	X	1	=	$699.00		X	1	=	$0.00
2017 INSPECTION / EA.	$1,523.00	X	1	=	$1,523.00		X	1	=	$0.00
2018 INSPECTION / EA.	$699.00	X	1	=	$699.00		X	1	=	$0.00
2016 LABOR RATE / HR	$130.00	X	14	=	$1,820.00		X	14	=	$0.00
2017 LABOR RATE / HR	$130.00	X	14	=	$1,820.00		X	14	=	$0.00
2018 LABOR RATE / HR	$130.00	X	14	=	$1,820.00		X	14	=	$0.00
	FAY SILENT HOIST 2022 / 2023 / 2024 TOTAL				$8,381.00	FAY SILENT HOIST 2022 / 2023 / 2024 TOTAL				$0.00
"bid totals" were utilized to evaluate low bid offers					$37,637.00	BID TOTALS - WITHOUT 2022 / 2023 / 2024				$0.00