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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
April 20, 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 RBG Incorporated, (Vendor 158526) of Raymond, NH on the basis of a low bid offer of $111,390.00 for providing Aerial Lift ANSI Inspection, scheduled maintenance, repair service and unanticipated emergency repairs and associated parts, effective upon Governor and Council approval through June 30, 2023. 95% Highway Funds, 5% Other Funds

Funding is contingent upon the availability and continued appropriation of funds in FY 2022 and FY 2023, with the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	FY 2022	FY 2023
04-96-96-960515-3005		
Mechanical Services		
024--500225 Contract Repairs; Machine-Equip	$55,695.00	$55,695.00

EXPLANATION

The service contract is necessary to perform inspections, repairs and service to the Department's Aerial lift trucks.

The Department of Transportation, Bureau of Mechanical Services currently owns twenty-one (21) Aerial lift vehicles that are used for road sign mounting and maintenance, traffic sign repair and maintenance and various other functions. The Aerial lift trucks 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, Bureau of Purchase and property website from 3/9/2021 through 4/13/2021. The bid opening date was 4/13/2021. Two (2) bids were received. The award was made to RBG Inc. based on low bid offer. The contract amount of $111,390.00 includes the inspection fee and labor and parts estimated from the past contract period. $111,390.00 is reasonable based on previous contracts for similar 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 has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

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

Sincerely,

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 03301	
1.3 Contractor Name RBG Inc.		1.4 Contractor Address 317 route 27, Raymond NH 03077	
1.5 Contractor Phone Number 603-895-3803	1.6 Account Number 04-96-960515-3005-024-500225 – CONTRACT REPAIRS – MACHINE EQUIPMENT	1.7 Completion Date 6/30/2023	1.8 Price Limitation FY2022 - $55,695.00 FY2023 - $55,695.00 TOTAL - $111,390.00
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: 4/15/21		1.12 Name and Title of Contractor Signatory Paul Hodgdon, Service Manager	
1.13 State Agency Signature Date: 4/26/21		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: Emily C. Gray		On: 5/18/2021	
1.17 Approval by the Governor and Executive Council *(If applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials PH
Date 4/15/21

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 PH
Date 4/15/21

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the ontractor 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 greement and pursue any of its remedies at law or in equity, or oth.

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

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Date 4/15/21

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 PH
Date 11/15/21

EXHIBIT A

AERIAL LIFT INSPECTION –REPAIRS-SCHEDULED SERVICE

SPECIAL PROVISIONS

There are no special provisions for this contract

Contractor Initials: PH

Date: 4/15/21

EXHIBIT B
SCOPE OF SERVICES

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

NUAL INSPECTION – COMPLIANCE STANDARDS
...nual inspections of the aerial lifts shall be in accordance with "OSHA" 1926 subpart CC, "ANSI" B30.22, ANSI B30.5 & ANSI A92.22 or most recent revisions.

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

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

Both Years of contract - 2022 & 2023

- Perform Annual ANSI / OSHA safety inspection for issuance of certificate (sample attached)
- Perform Manufacturers recommended inspection for optimum utilization and safety (sample attached)
- Replacement of all hydraulic filters, quantity & type to be determined by the OEM make/model specified in Exhibit C
- Grease / lubricate all fittings

ANNUAL SAFETY INSPECTION BY APPOINTMENT
The annual safety inspection shall take place according to Exhibit B, scope of services. Inspection times and dates shall be coordinated on a mutually agreed appointment schedule with the utilizing agency. The inspections shall be scheduled to allow the utilizing agency employees to wait at the location while the inspection is performed and return with the vehicle to their normal location the same day, during normal business hours.

- All inspections shall take place at NH DOT - Bureau of Mechanical Services, 33 Smokey Bear Blvd. Concord, NH
- Transportation of truck / Aerial lift to the **Bureau of Mechanical Services** for ANSI / OSHA inspection shall be the responsibility of the utilizing bureau.
- It is anticipated that the inspections shall occur over a (2) two to (6) Six-week period to avoid having multiple units being inspected. Contractor and utilizing agency may schedule as many inspections in a day as time and a thorough inspection process allows. The utilizing agency personnel shall report any known operational issues to the Contractor upon arrival for inspection.

ANNUAL SAFETY INSPECTION – RELEASE OF UNIT
If the aerial lift should not pass the annual safety inspection, the Contractor shall document such to the utilizing agency employee waiting for the vehicle and have him sign a document (to be supplied by the Contractor) identifying the specific functions of the crane that are tagged out of service (because they did not meet the ANSI / OSHA inspection criteria) until repairs are made to the referenced unit. At that point the utilizing agency personnel shall take the vehicle and may utilize any part of the vehicle not flagged for failure by the inspection report (i.e. transportation vehicle). The utilizing agency employees shall be permitted to view the inspection process (while maintaining necessary safety precautions).

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

Contractor Initials: PH

Date: 4/15/21

REPAIR ESTIMATE COMPONENTS:

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

- Customer name & address.
- Mechanical Services Contact person, telephone ,fax and email
- Date of inspection, make, model and serial of unit inspected and State vehicle number ("H" number)
- Hours on the lift and Miles on the truck.
- 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"

REPAIR AUTHORIZATION:

Under this solicitation and resulting contract, all repair authorizations (Parts, labor or both) shall come from the Bureau of Mechanical Services. Utilizing agencies do not have the authority to approve work, add work, purchase parts or augment any repair estimate. **Any work done or parts purchased without the written consent of the Bureau of Mechanical Services is prohibited and shall not be paid for.**

REPAIR ESTIMATE APPROVAL PROCESS, LOCATION

- Upon review and approval of the submitted repair estimate by NH DOT Mechanical Services, the Contractor shall order the necessary parts and materials. Once the parts arrive, the Contractor shall contact the utilizing agency to schedule the repair work to include whether the aerial lift will be left for repair or it is the utilizing agency intension to wait while the repair is being completed.

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

REPAIR TIME:

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

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

REPAIR PROCESS

- Upon completion of the inspection, required repairs and scheduled maintenance, the Contractor shall notify the utilizing agency and the Bureau of Mechanical Services.

- The Contractor shall provide an itemized invoice comprised of all 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.

- Transportation of truck / Aerial lift to the Contractor's location for repair shall be the responsibility of the utilizing Bureau

Contractor Initials: PH

Date: 4/15/21

REPAIR – POST INSPECTION

After completion of all authorized work and before the utilizing agency employee leaves the Contractor's location with the unit, a post repair inspection of all items authorized for repair or replacement under the repair estimate shall be inspected d / or tested by the technician who did the work and observed utilizing agency employee responsible for the vehicle. A ed list of repaired items shall be given to the utilizing agency employee prior to the post repair inspection. Once plete and the inspection is successful, all records shall be finalized and prepared for billing.

CORRECTING FAILURES - FOUND DURING POST REPAIR INSPECTION

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

WARRANTY REQUIREMENTS:

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

WORK HOURS

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

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

Contractor Initials: PH

Date: 4/15/21

EXHIBIT C- OFFER SECTION
AERIAL LIFT INSPECTION –REPAIRS-SCHEDULED SERVICE & COMPENSATION

REPAIR PARTS – PRICING & MARK UP

- Parts or materials required and utilized in the "annual inspection" segment of the contract shall be included in the safety inspection flat rate charge offered by the Contractor for this service as identified in exhibit B.
- Parts and materials required and identified in the "repair estimate" to provide needed repairs, safety inspection compliance repairs or Factory recommended service shall be charged to the Agency Remit Account at the same invoice price charged by the Contractor's supplier plus an adder 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 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.
- 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.
- The state reserves the right to request verification of any transaction prior to payment

INVOICING:

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the license plate number of the vehicle ["H" number], part quantity, description, part number, date of service, labor, Contract labor rate and Total due. Invoices shall include copies of "part" support documentation as specified above

INVOICING – STATUS / COMMUNICATION / TIME

Once all work is complete and the aerial lift is accepted back to the State, A copy of the final invoice shall be emailed to Mechanical Services for review. The Contractor shall have up to five **(5) business days** to submit the specified information from the date of final work completion to the Bureau of Mechanical Services at the following Email: Bureau.38@dot.nh.gov attention Jared Cloutier

ROAD SERVICE – RATES AND CHARGES – RATES AND CHARGES ESTABLISHED BY BIDDER

In the case of equipment failure or breakdown, Contractor shall indicate road service rates:

$ 0 / Mile

$ 125.00 / 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 Aerial lift / Bucket trucks to the list indicated in Exhibit C, due to the possibility of units being added or removed from service during the contract period

Contractor Initials: PH

Date: 4/15/21

EXHIBIT C - OFFER SECTION CONTINUED:

INVENTORY, INSPECTION COSTS AND HOURLY RATES:

RED UNITS BEING REPLACED DURING CONTRACT PERIOD & MAY BE UNDER OEM WARRNTY FOR PART OF CONTRACT PERIOD

Make	Year	Model	# of Units	Truck #...	Serial Number	Garage Location and Contact
UR-A-LIFT	2018	DTAS-35TS	1	H 1505	A10756	District 2 -Haverhill Crew -Bradley Clough Tel 252-6358
UR-A-LIFT	2018	DTAS-35TS	1	H 1506	A10757	District 5 -Canterbury Crew - Dean lacasse Tel 744-1639

Annual Safety Inspection (Flat Rate Charge)

$225.00	x	2	=	$450.00
FY2022 Inspection cost / ea.		total units		FY2022 Total
$225.00	x	2	=	$450.00
FY2023 Inspection cost / ea.		total units		FY2023 Total

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

$95.00	x	10 Hrs	=	$950.00
FY2022 Labor cost / Hr.				FY2023 Total
$95.00	x	10Hrs.	=	$950.00
FY2023 Labor cost / Hr.				FY2023 Total

2 Year cost including labor & inspection Subsection total $ 2,800.00

Make	Year	Model	# of Units	TRUCK H #	Serial Number	Garage Location and Contact
TELSTA	2007	TEL-29-NE-02	1	H-331	A1020179	Traffic - Sign Shop - Mike Drolar Tel # 419 - 0384
ALTEC	2012	AT-200	1	H-354	04078V13298	Traffic-Sign-D-1 Crew Russell Bell Tel # 419-0357

Annual Safety Inspection (Flat Rate Charge)

$225.00	x	2	=	$450.00
FY2022 Inspection cost / ea.		total units		FY2022 Total
$225.00	x	2	=	$450.00
FY2023 Inspection cost / ea.		total units		FY2023 Total

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

$95.00	x	14 Hrs	=	$1,330.00
FY2022 Labor cost / Hr.				FY2023 Total
$95.00	x	14Hrs.	=	$1,330.00
FY2023 Labor cost / Hr.				FY2023 Total

2 Year cost including labor & inspection Subsection total $ 3,560.00

Make	Year	Model	# of Units	TRUCK H #	Serial Number	Garage Location and Contact
Elliott	2012	H55R-MHA	1	H-820	AY - 5244	Turnpikes / Traffic - David Malloy Tel # 419-9306
Elliott	2012	H55R-MHA	1	H-1633	MX-5243	Traffic - Kevin O'connor Tel # 419-9309

Annual Safety Inspection (Flat Rate Charge)

$225.00	x	2	=	$450.00
FY2022 Inspection cost / ea.		total units		FY2022 Total
$225.00	x	2	=	$450.00
FY2023 Inspection cost / ea.		total units		FY2023 Total

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

$95.00	x	25 Hrs	=	$2,375.00
FY2022 Labor cost / Hr.				FY2023 Total
$95.00	x	25Hrs.	=	$2,375.00
FY2023 Labor cost / Hr.				FY2023 Total

2 Year cost including labor & inspection Subsection total $ 5,650.00

Make	Year	Model	# of Units	TRUCK H #	Serial Number	Garage Location and Contact
Versalift	2012	SST37EIH-01	1	H - 341	DR120028	Traffic - Signal Shop - Robert Iowe Tel # 419-0396

Annual Safety Inspection (Flat Rate Charge)

$225.00	x	1	=	$225.00
FY2022 Inspection cost / ea.		total units		FY2022 Total
$225.00	x	1	=	$225.00
FY2023 Inspection cost / ea.		total units		FY2023 Total

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

$95.00	x	10 Hrs	=	$950.00
FY2022 Labor cost / Hr.				FY2023 Total
$95.00	x	10 Hrs.	=	$950.00
FY2023 Labor cost / Hr.				FY2023 Total

2 Year cost including labor & inspection Subsection total $ 2,350.00

Contractor Initials: PH

Date: 4/15/21

INVENTORY, INSPECTION COSTS AND HOURLY RATES:

Make	Year	Model	# of Units	TRUCK H #	Serial Number	Garage Location and Contact
Versalift	2006	SST - 37NE	1	H - 387	DU060001	Traffic - Signal Shop - Camden White Tel # 419-0189

Annual Safety Inspection (Flat Rate Charge)

$225.00	x	1	=	$225.00
'022 Inspection cost / ea.		total units		FY2022 Total
$225.00	x	1	=	$225.00
FY2023 Inspection cost / ea.		total units		FY2023 Total

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

$95.00	x	12 Hrs	=	$1,140.00
FY2022 Labor cost / Hr.		total units		FY2023 Total
$95.00	x	12 Hrs.	=	$1,140.00
FY2023 Labor cost / Hr.		total units		FY2023 Total

2 Year cost including labor & inspection Subsection total $ 2,730.00

Make	Year	Model	# of Units	TRUCK H #	Serial Number	Garage Location and Contact
Versalift	2003	TEL - 29-02	1	H - 308	AI020182	Traffic-Sign- D-3 Crew Dave Nylen Tel # 419-0378
Versalift	2003	TEL - 29	1	H - 314	AI020183	Traffic-Sign-D-4 Crew James Edmunds Tel # 419-0385

Annual Safety Inspection (Flat Rate Charge)

$225.00	x	2	=	$450.00
FY2022 Inspection cost / ea.		total units		FY2022 Total
$225.00	x	2	=	$450.00
FY2023 Inspection cost / ea.		total units		FY2023 Total

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

$95.00	x	12 Hrs	=	$1,140.00
FY2022 Labor cost / Hr.				FY2023 Total
$95.00	x	12 Hrs.	=	$1,140.00
FY2023 Labor cost / Hr.				FY2023 Total

2 Year cost including labor & inspection Subsection total $ 3,180.00

Make	Year	Model	# of Units	TRUCK H #	Serial Number	Garage Location and Contact
Versalift	2016	TEL - 29NE-03	1	H - 1368	AI080091	Traffic-Sign-Concord Crew Kelten Jordan Tel # 419-0359

Annual Safety Inspection (Flat Rate Charge)

$225.00	x	1	=	$225.00
FY2022 Inspection cost / ea.		total units		FY2022 Total
$225.00	x	1	=	$225.00
J23 Inspection cost / ea.		total units		FY2023 Total

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

$95.00	x	10 Hrs	=	$950.00
FY2022 Labor cost / Hr.				FY2022 Total
$95.00	x	10 Hrs.	=	$950.00
FY2023 Labor cost / Hr.				FY2023 Total

2 Year cost including labor & inspection Subsection total $2,350.00

Make	Year	Model	# of Units	TRUCK H #	Serial Number	Garage Location and Contact
Versalift	2007	VST - 50001-01	1	H - 1628	GG070017	Bridge Maint. - Portsmouth Louis Albert Tel # 531-2686

Annual Safety Inspection (Flat Rate Charge)

$225.00	x	1	=	$225.00
FY2022 Inspection cost / ea.		total units		FY2022 Total
$225.00	x	1	=	$225.00
FY2023 Inspection cost / ea.		total units		FY2023 Total

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

$95.00	x	7 Hrs	=	$665.00
FY2022 Labor cost / Hr.				FY2022 Total
$95.00	x	7 Hrs.	=	$665.00
FY2023 Labor cost / Hr.				FY2023 Total

2 Year cost including labor & inspection Subsection total $ 1,780.00

Contractor Initials: PH

Date: 4/15/21

EXHIBIT C - OFFER SECTION: CONTINUED

INVENTORY, INSPECTION COSTS AND HOURLY RATES:

Make	Year	Model	# of Units	TRUCK H #	Serial Number	Garage Location and Contact

Ulem	2016	UTLN-41	1	H - 349	UTLN32794	Traffic-Signal-Crew Robert McCutton Tel # 419-0397
Ulem	2016	UTLN-41	1	H - 386	UTLN32793	Traffic - Sign Shop - Ethan Conrad Tel # 419 - 0610
Ulem	2016	UTLN-41	1	H - 1501	UTLN32795	Highway District 1- Jay Moyer Tel # 616-1294
Ulem	2016	UTLN-41	1	H - 1504	UTLN32888	Highway D 4 -404 Shed -Darren Brown Tel 860-478-5816
Ulem	2017	UTLN-41	1	H - 1489	UTLN32889	Turnpikes / Traffic - Michael Caron Tel # 396-1275

Annual Safety Inspection (Flat Rate Charge)

$225.00	x	5	=	$1,125.00
.2022 Inspection cost / ea.		total units		FY2022 Total
$225.00	x	5	=	$1,125.00
FY2023 Inspection cost / ea.		total units		FY2023 Total

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

$95.00	x	7 Hrs	=	$665.00
FY2022 Labor cost / Hr.				FY2022 Total
$95.00	x	7 Hrs.	=	$665.00
FY2023 Labor cost / Hr.				FY2023 Total

2 Year cost including labor & Inspection Subsection total $ 3,580.00

Make	Year	Model	# of Units	TRUCK H #	Serial Number	Garage Location and Contact
DUR-A-LIFT	2018	DTAS-38TS	1	H - 319	A10758	Traffic - Signal Shop - Derek Roy tel # 229-7309
DUR-A-LIFT	2018	DTAS-38TS	1	H - 1503	A10759	District 6 - 604 Shed- John Clark Tel # 419-9552
DUR-A-LIFT	2017	DVS-29	1	H - 1540	A10073	Bridge Design - Nathan Lewis - Tel # 419-0284

Annual Safety Inspection (Flat Rate Charge)

$225.00	x	3	=	$675.00
FY2022 Inspection cost / ea.		total units		FY2022 Total
$225.00	x	3	=	$675.00
FY2023 Inspection cost / ea.		total units		FY2023 Total

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

$95.00	x	12 Hrs.	=	$1,140.00
FY2022 Labor cost / Hr.				FY2022 Total
$95.00	x	12 Hrs.	=	$1,140.00
FY2023 Labor cost / Hr.				FY2023 Total

2 Year cost including labor & Inspection Subsection total $ 3,630.00

Make	Year	Model	# of Units	TRUCK H #	Serial Number	Garage Location and Contact
Versa lift	2020	SS137NE	1	H - 1377	MJ200003	TSMO - Concord Lee Savary Tel # 603-271-6852, Cell 783-0426

Annual Safety Inspection (Flat Rate Charge)

$225.00	x	1	=	$225.00
.022 Inspection cost / ea.		total units		FY2022 Total
$225.00	x	1	=	$225.00
FY2023 Inspection cost / ea.		total units		FY2023 Total

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

$95.00	x	7 Hrs	=	$665.00
FY2022 Labor cost / Hr.				FY2022 Total
$95.00	x	7 Hrs.	=	$665.00
FY2023 Labor cost / Hr.				FY2023 Total

2 Year cost including labor & Inspection Subsection total $ 1780.00

Contractor Initials: PH

Date: 4/15/21

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 RBG INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 06, 1998. 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: 296529
Certificate Number: 0005349854

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Richard B. Girard, certify that I am the duly elected President of RBG, Inc., of Raymond, New Hampshire (the "Corporation").

I further certify that the following is a true and correct acknowledgment of actions taken by unanimous written consent of the Board of Directors of the Corporation on April 15, 2021:

RESOLVED: That the Corporation enter into an Agreement by and between the Corporation and the State of New Hampshire, substantially in the form provided to the Board for review and approval (the "DOT Agreement"), pursuant to which the Corporation shall provide the repair services for the New Hampshire Department of Transportation Bureau of Mechanical Services as set forth in the DOT Agreement.

RESOLVED: That Richard B. Girard, as President of the Corporation, and/or Paul Hodgdon, are hereby authorized, empowered, and directed, in the name and on behalf of the Corporation, to negotiate, execute and deliver on behalf of the Corporation, the DOT Agreement and such other agreements, instruments, and documents as he may determine to be necessary or desirable to consummate the transactions contemplated by the DOT Agreement (the "Ancillary Documents"), in such form and with such changes thereto as may be approved by such officer, his execution and delivery of the DOT Agreement and the Ancillary Documents to evidence his approval thereof and authority hereunder and the approval thereof of the Corporation;

I further certify that said actions have not been amended or repealed and remain in force and are effective as of April 15, 2021.

Dated: April 15, 2021

Richard B. Girard

Attest: Bradley J Bridi

NOTARY: State of New Hampshire
County of Rockingham

April 15, 2021

On this 15th day of April, 2021, before me, the undersigned officer personally appeared Richard B. Girard, who acknowledged himself to be the President of RBG, Inc., a New Hampshire corporation, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself, as President.

In witness whereof I hereunto set my hand.

Signature: Linda M. Girard
Name: Linda M. Girard

LINDA M. GIRARD
STATE OF
-MY-
COMMISSION
EXPIRES
JULY 31,
2024
NEW HAMPSHIRE
NOTARY PUBLIC

No further action is taken by this Consent. This Consent may be signed in one or more counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument. A copy or facsimile copy of a signature shall be deemed to be an original signature. The undersigned further direct that this Consent shall take effect immediately as of the date first above written and shall be filed in the minute book of the Corporation with the minutes of the meetings of the Board.

Linda M. Girard

Linda M. Girard

Richard B. Girard

being all the directors of the Corporation.

Signature Page
To
Unanimous Consent of the Directors
Of
RBG Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2021

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 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
THE ROWLEY AGENCY INC.
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Rachel Giunta
PHONE (603) 224-2562 FAX (603) 226-0012
E-MAIL ADDRESS: rgiunta@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Gemini Insurance	
INSURER B: Union Insurance Company	25844
INSURER C: Hudson Excess Insurance Company	
INSURER D: Acadia Insurance Company	31325
INSURER E: Hanover Insurance Co.	22292
INSURER F:	

INSURED
RBG Inc.
317 Route 27
Raymond NH 03077

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
				VCGP003320	11/9/2020	11/9/2021	MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000000
	OTHER:						Employee Benefits	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS			CAAS133869-18	2/9/2021	2/9/2022	BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / RETENTION $			HXS1000069-03	11/9/2020	11/9/2021		$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2A Rates: NH			X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		Excl: Linda & Rick Girard			E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WCAS133869-17	2/9/2021	2/9/2022	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Inland Marine			INV944918710	2/9/2021	2/9/2022	Leased/Rented EQ Item Cover	$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covering operations usual to insured through out the policy term.

CERTIFICATE HOLDER

State of NH Dept of Transportation Bureau
of Mechanical Services
33 Smokey Bear Blvd
Concord, NH 03301-0456

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
Rachel Giunta/RG Rachel A Giunta

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STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION - BUREAU OF MECHANICAL SERVICES
BID RFB-DOT-2021-7 AERIAL LIFT INSPECTION, REPAIRS & SCHEDULED MAINTENANCE
CONTRACT COST VALUE SUMMARY

COMPANY		RBG Inc.					
		FY2022			FY2023		
Aerial Lift Make & Model	Quantity	Inspection Ea.	Inspection x Qty.	Labor / Hr.	Inspection Ea.	Inspection x Qty.	Labor / Hr.
ALTEC AT200A	1	$225.00	$225.00	$95.00	$225.00	$225.00	$95.00
DURA LIFT DTAS-35TS	2	$225.00	$450.00	$95.00	$225.00	$450.00	$95.00
VERSALIFT SST - 37 - NE	1	$225.00	$225.00	$95.00	$225.00	$225.00	$95.00
VERSALIFT -TEL 29 - NE-03	1	$225.00	$225.00	$95.00	$225.00	$225.00	$95.00
DURA LIFT DTAS38TS, DVS-29	3	$225.00	$675.00	$95.00	$225.00	$675.00	$95.00
VERSALIFT - TEL - 29 & TEL 29-02	2	$225.00	$450.00	$95.00	$225.00	$450.00	$95.00
ELLIOTT - H55R - MHA	2	$225.00	$450.00	$95.00	$225.00	$450.00	$95.00
VERSALIFT VST - 50001 - 01	1	$225.00	$225.00	$95.00	$225.00	$225.00	$95.00
UTEM - UTLN-41	5	$225.00	$1,125.00	$95.00	$225.00	$1,125.00	$95.00
VERSALIFT - SST37-EIH-01	1	$225.00	$225.00	$95.00	$225.00	$225.00	$95.00
TELSTA - NE 29-02	1	$225.00	$225.00	$95.00	$225.00	$225.00	$95.00
VERSALIFT - SST38NE-	1	$225.00	$225.00	$95.00	$225.00	$225.00	$95.00
TOTAL UNITS	21		$4,725.00			$4,725.00	

Assumptions: Estimated parts cost to repair issues discovered during the inspection = $25,00000 total for 21 Aerial lifts. Estimated labor (time) to repair issues discovered during the inspection = 265 Hrs x $95.00 / hr = $23,940.00 for the repair of for 21 Units

Method of Payment: The Annual Safety Inspection service shall be paid per unit including all labor to perform the inspection. Parts discovered as needing to be replaced during the annual inspection shall be paid based upon invoice amount charged. Laor to perform the repairs shall be paid for by the hourly rate. Prior to any work being completed, the contractor shall provide a written estimate for the proposed work, to be reviewed and approved by department personnel prior to commencement. An amount of $14,000.00 is included in each fiscal year and is intended to cover any unanticipated emergency repairs and required associated parts

Bid tabulation values	FY2022	FY2023	TOTAL
Inspection Fee for 21 Aerial Lifts	$4,725.00	$4,725.00	$9,450.00
Labor Cost ($95.00 X 126 Hrs = $11,970.00.00 x 2)	$11,970.00	$11,970.00	$23,940.00
Bid tabulation Totals	$16,695.00	$16,695.00	$33,390.00
Contract Cost:	FY2022	FY2023	TOTAL
Bid tabulation Totals	$16,695.00	$16,695.00	$33,390.00
Assumed parts cost for repairs	$25,000.00	$25,000.00	$50,000.00
Unanticipated Emergency Repairs	$14,000.00	$14,000.00	$28,000.00
Contract Value per fiscal year	$55,695.00	$55,695.00	$111,390.00
Total contract value (FY2022 + FY2023) equal to P-37			$111,390.00

Contractors Initials: PH
Date: 4/15/21

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

BID RFB_DOT_2021 - 07 AERIAL LIFT INSPECTION, REPAIRS & SCHEDULED MAINTENANCE

BID DUE DATE 4/13/2021 BID TABULATION TIME 11:00 AM

VENDOR	[redacted] Cone [redacted]					RBG INC.				
AERIAL LIFT	DURA LIFT DTAS-35TS		QUANTITY		TOTAL	DURA LIFT DTAS-35TS		QUANTITY		TOTAL
2022 INSPECTION / EA.	$224.00	X	2	=	$448.00	$225.00	X	2	=	$450.00
2023 INSPECTION / EA.	$224.00	X	2	=	$448.00	$225.00	X	2	=	$450.00
2022 LABOR RATE / HR	$99.00	X	10	=	$990.00	$95.00	X	10	=	$950.00
2023 LABOR RATE / HR	$99.00	X	10	=	$990.00	$95.00	X	10	=	$950.00
	DURA LIFT DTAS 35TS 2022 / 2023 TOTAL				$2,876.00	DURA LIFT DTAS 35TS 2022 / 2023 TOTAL				$2,800.00
AERIAL LIFT	VERSALIFT SST-37-EH - 01		QUANTITY		TOTAL	VERSALIFT SST-37-EH - 01		QUANTITY		TOTAL
2022 INSPECTION / EA.	$224.00	X	1	=	$224.00	$225.00	X	1	=	$225.00
2023 INSPECTION / EA.	$224.00	X	1	=	$224.00	$225.00	X	1	=	$225.00
2022 LABOR RATE / HR	$99.00	X	10	=	$990.00	$95.00	X	10	=	$950.00
2023 LABOR RATE / HR	$99.00	X	10	=	$990.00	$95.00	X	10	=	$950.00
	VERSALIFT SST-37-NE 2022 / 2023 TOTAL				$2,428.00	VERSALIFT SST-37-NE 2022 / 2023 TOTAL				$2,350.00
AERIAL LIFT	DUR -A -LIFT		QUANTITY		TOTAL	DUR -A -LIFT		QUANTITY		TOTAL
2022 INSPECTION / EA.	$224.00	X	3	=	$672.00	$225.00	X	3	=	$675.00
2023 INSPECTION / EA.	$224.00	X	3	=	$672.00	$225.00	X	3	=	$675.00
2022 LABOR RATE / HR	$99.00	X	12	=	$1,188.00	$95.00	X	12	=	$1,140.00
2023 LABOR RATE / HR	$99.00	X	12	=	$1,188.00	$95.00	X	12	=	$1,140.00
	DUR-A LIFT DTAS38TS & DVS-29 2022 / 2023 TOTAL				$3,720.00	DUR-A LIFT DTAS38TS & DVS-29 2022 / 2023 TOTAL				$3,630.00
AERIAL LIFT	VST - 50001-01		QUANTITY		TOTAL	VST - 50001-01		QUANTITY		TOTAL
2022 INSPECTION / EA.	$224.00	X	1	=	$224.00	$225.00	X	1	=	$225.00
2023 INSPECTION / EA.	$224.00	X	1	=	$224.00	$225.00	X	1	=	$225.00
2022 LABOR RATE / HR	$99.00	X	7	=	$693.00	$95.00	X	7	=	$665.00
2023 LABOR RATE / HR	$99.00	X	7	=	$693.00	$95.00	X	7	=	$665.00
	VST - 50001-01, 2022 / 2023 TOTAL				$1,834.00	VST - 50001-01, 2022 / 2023 TOTAL				$1,780.00
AERIAL LIFT	ELLIOTT H55R-D		QUANTITY		TOTAL	ELLIOTT H55R-D		QUANTITY		TOTAL
2022 INSPECTION / EA.	$224.00	X	2	=	$448.00	$225.00	X	2	=	$450.00
2023 INSPECTION / EA.	$224.00	X	2	=	$448.00	$225.00	X	2	=	$450.00
2022 LABOR RATE / HR	$99.00	X	25	=	$2,475.00	$95.00	X	25	=	$2,375.00
2023 LABOR RATE / HR	$99.00	X	25	=	$2,475.00	$95.00	X	25	=	$2,375.00
	ELLIOTT H55R - MHA 2022 / 2023 TOTAL				$5,846.00	ELLIOTT H55R - MHA 2022 / 2023 TOTAL				$5,650.00
AERIAL LIFT	TEL - 29NE - 03		QUANTITY		TOTAL	TEL - 29NE - 03		QUANTITY		TOTAL
2022 INSPECTION / EA.	$224.00	X	1	=	$224.00	$225.00	X	1	=	$225.00
2023 INSPECTION / EA.	$224.00	X	1	=	$224.00	$225.00	X	1	=	$225.00
2022 LABOR RATE / HR	$99.00	X	10	=	$990.00	$95.00	X	10	=	$950.00
2023 LABOR RATE / HR	$99.00	X	10	=	$990.00	$95.00	X	10	=	$950.00
	TEL - 29NE - 03 2022 / 2023 TOTAL				$2,428.00	TEL - 29NE - 03 2022 / 2023 TOTAL				$2,350.00
AERIAL LIFT	VERSALIFT SST - 37NE		QUANTITY		TOTAL	VERSALIFT SST - 37NE		QUANTITY		TOTAL
2022 INSPECTION / EA.	$224.00	X	1	=	$224.00	$225.00	X	1	=	$225.00
2023 INSPECTION / EA.	$224.00	X	1	=	$224.00	$225.00	X	1	=	$225.00
2022 LABOR RATE / HR	$99.00	X	12	=	$1,188.00	$95.00	X	12	=	$1,140.00
2023 LABOR RATE / HR	$99.00	X	12	=	$1,188.00	$95.00	X	12	=	$1,140.00
	VERSALIFT SST-37EH-01 2022 / 2023 TOTAL				$2,824.00	VERSALIFT SST-37EH-01 2022 / 2023 TOTAL				$2,730.00
AERIAL LIFT	VERSALIFT TEL 29 & 29 - 02		QUANTITY		TOTAL	VERSALIFT TEL 29 & 29 - 02		QUANTITY		TOTAL
2022 INSPECTION / EA.	$224.00	X	2	=	$448.00	$225.00	X	2	=	$450.00
2023 INSPECTION / EA.	$224.00	X	2	=	$448.00	$225.00	X	2	=	$450.00
2022 LABOR RATE / HR	$99.00	X	12	=	$1,188.00	$95.00	X	12	=	$1,140.00
2023 LABOR RATE / HR	$99.00	X	12	=	$1,188.00	$95.00	X	12	=	$1,140.00
	VERSALIFT TEL-29 & 29-02 2022 / 2023 TOTAL				$3,272.00	VERSALIFT TEL-29 & 29-02 2022 / 2023 TOTAL				$3,180.00
AERIAL LIFT	UTEM UTLN-41		QUANTITY		TOTAL	UTEM UTLN-41		QUANTITY		TOTAL
2022 INSPECTION / EA.	$224.00	X	5	=	$1,120.00	$225.00	X	5	=	$1,125.00
2023 INSPECTION / EA.	$224.00	X	5	=	$1,120.00	$225.00	X	5	=	$1,125.00
2022 LABOR RATE / HR	$99.00	X	7	=	$693.00	$95.00	X	7	=	$665.00
2023 LABOR RATE / HR	$99.00	X	7	=	$693.00	$95.00	X	7	=	$665.00
	UTEM UTLN-41 2022 / 2023 TOTAL				$3,626.00	UTEM UTLN-41 2022 / 2023 TOTAL				$3,580.00
AERIAL LIFT	TEL 29-NE & ALTEC - AT-200		QUANTITY		TOTAL	TEL 29-NE & ALTEC - AT-200		QUANTITY		TOTAL
2022 INSPECTION / EA.	$224.00	X	2	=	$448.00	$225.00	X	2	=	$450.00
2023 INSPECTION / EA.	$224.00	X	2	=	$448.00	$225.00	X	2	=	$450.00
2022 LABOR RATE / HR	$99.00	X	14	=	$1,386.00	$95.00	X	14	=	$1,330.00
2023 LABOR RATE / HR	$99.00	X	14	=	$1,386.00	$95.00	X	14	=	$1,330.00
	VERSALIFT TEL-29NE-03-41 2022 / 2023 TOTAL				$3,668.00	VERSALIFT TEL-29NE-03-41 2022 / 2023 TOTAL				$3,580.00
AERIAL LIFT	VERSA LIFT SST37NE		QUANTITY		TOTAL	VERSA LIFT SST37NE		QUANTITY		TOTAL
2022 INSPECTION / EA.	$224.00	X	1	=	$224.00	$225.00	X	1	=	$225.00
2023 INSPECTION / EA.	$224.00	X	1	=	$224.00	$225.00	X	1	=	$225.00
2022 LABOR RATE / HR	$99.00	X	7	=	$693.00	$95.00	X	7	=	$665.00
2023 LABOR RATE / HR	$99.00	X	7	=	$693.00	$95.00	X	7	=	$665.00
	VERSALIFT SST37NE 2022 / 2023 TOTAL				$1,834.00	VERSALIFT SST37NE 2022 / 2023 TOTAL				$1,780.00
						award made to this bidder				
	BID TOTAL				$34,356.00	BID TOTAL				$33,390.00