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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 Highway Maintenance
October 27, 2021

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a **sole source** service agreement with New England Tractor Trailer Training of Massachusetts Inc. (NETTTS), North Andover, MA (Vendor Code 161395) in the amount of $110,160.00 for the purpose of providing Commercial Driver's License (CDL) training effective upon Governor and Council approval through April 30, 2022. 100% Highway Funds.

Funds to support this request are available in the following accounts in State FY 2022:

	FY 2022
04-096-096-960515-30070000 Bureau of Highway Maintenance 066-500543 Training – Continuing Prof Education	$91,800.00
04-096-096-960515-30080000 Bureau of Bridge Maintenance 066-500543 Training – Continuing Prof Education	$9,180.00
04-096-096-961017-70220000 Bureau of Turnpikes 066-500543 Training – Continuing Prof Education	$9,180.00

EXPLANATION

This agreement is **sole source** because the number of commercial driver schools in the area is very limited. The Department of Transportation is responsible for the operation and maintenance of the state Highway system. This includes winter plowing and treatment of the roadway surfaces to promote mobility and safety to the extent possible with the resources available.

The Department, as well as the entire construction industry, is experiencing a shortage of workers that have a CDL which, for the Department, is needed to drive a highway plow truck. It is the Department's policy to hire non-CDL drivers with the understanding that at a minimum they obtain their CDL-B

license, with the Department's assistance, within 1 year. Failure to do so results in the termination of their employment.

Due to the significant nationwide shortage of CDL drivers, the Department wants to make every effort to train and have their Maintenance staff pass the CDL test so they are able to support Winter Operations to the maximum extent possible. While they may not all be able to take on a routine plow route immediately, they may be able to relieve a driver who needs a break, fill-in when a driver is out due to illness or any other event that may create a vacancy.

There is an urgency to solicit and execute this CDL-B training contract since the winter season is quickly approaching. The Department is making every effort to bolster its winter operation's staff through both internal and contracted equipment means. However, recent trends in equipment rentals have seen an increase in rented equipment without drivers. So this places a premium on maximizing the number of CDL holders the Department has internally.

The Department researched driving schools and believes that, for the short term, and in consideration of:

a) the timing of the request,
b) their company resources, and
c) ability to train within the state,

it would be best to execute a sole source contract with NETTTS for CDL-B test training. They propose to educate and prepare Department staff over a one-week period to take the CDL-B test. Further, they are willing to send instructors to predefined and agreed upon locations within the state to train the staff on the skills needed to pass the CDL-B test. This is critical since the Department staff in need of training is located across the entire state.

By creating this sole source contract, the Department seeks to maximize the resources and expertise NETTTS can bring to expediting the driver training process for the Department by thoroughly preparing staff to go for their CDL-B driving test as soon as possible. This contract will enable training of up to 48 NHDOT employees at DOT sites around the State.

This Agreement has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services. Subsequent to Governor and Council approval, the Agreement will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Drive, Concord NH 03302-0483	
1.3 Contractor Name DMR 10/20/201 CDS 10/19/21 New England Tractor Trailer Training ~~School~~ (NETTTS) OF MASSACHUSETTS INC.		1.4 Contractor Address 1600 Osgood Street, North Andover, MA 01845	
1.5 Contractor Phone Number (978) 965-2969	1.6 Account Number See Exhibit C - 3 Accounts	1.7 Completion Date April 30, 2022	1.8 Price Limitation $110,160.00
1.9 Contracting Officer for State Agency David Rodrigue, Director of Operations		1.10 State Agency Telephone Number (603) 271-1486	
1.11 Contractor Signature Date: 10/18/21		1.11 Name and Title of Contractor Signatory Carl Stebbins, Executive Vice President	
1.13 State Agency Signature David Rodrigue Date: 10/18/21		1.14 Name and Title of State Agency Signatory David M. 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: /s/Allison B. Greenstein On: 10/20/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date: 10/27/2021			

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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.

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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

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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.

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EXHIBIT A

Special Provisions

There are no special provisions to this contract

EXHIBIT B

Scope of Services – CDL-B Training

Introduction:

The New Hampshire Department of Transportation (NHDOT) is seeking a qualified vendor to provide Commercial Driver Training to Department personnel with a goal of increasing the number of CDL holders that may be available to assist with the 2021-2022 winter season highway treatment.

The contract will be to provide DOT staff that hold a Commercial Driver's License (CDL) learners permit, class room and driver training to prepare them to take the CDL-B License test.

The Department seeks 1 sole source contract for each thru April 2022.

On February 7, 2022, new Commercial Driver Training rules take effect, this contract will prepare people who have their Commercial Learners Permit prior to February 7, 2022.

Contract Documents:

This contract consists of the following documents ("Contract Documents")

a) State of New Hampshire Terms and Conditions, General Provisions Form P-37
b) Exhibit A Special Provisions
c) Exhibit B Scope of Services
d) Exhibit C Method of payment

CDL-B Scope of Services:

It is understood by the New England Tractor Trailer Training School (NETTTS) that the following conditions will be part of the training they provide the NHDOT students:

1. All participants will have their class B permit.
2. If the vehicle used has air brakes, the permits also can not have an air brake restriction.
3. The vehicles are automatic transmissions.
4. Tests will be done in in NH, before the end of 2021.
5. The training will be done with the methods for the current test program happening in NH, scheduled through the rest of the year. If the tests occur next year, the test may not be conducted the same way as trained.
6. If the vehicles are manual transmissions, a different training plan would be advised.
7. Training will be one week, five days at eight hours each.
8. Strongly recommended, for best results, two vehicles to work with. One is recommended to be the actual truck being used on the test and the second very similar.

Training plan:

A. Scheduling and providing CDL–B classroom and driver training covering the Commercial Driver training information in sufficient detail for attendees to take and, with a reasonable expectation, pass the Department of Safety (DOS) test.

B. Training shall be held at one of the six (6) NHDOT Highway Maintenance District offices (Lancaster, Enfield, Gilford, Swanzey, Bedford or Durham), or at the NHDOT Bureau of Turnpikes (Hooksett) office unless another site is defined and agreed upon by both parties.

C. If the Department has the demand, at least 2 training courses will be scheduled per month from October 2021 thru April 2022 for a minimum of 4 and maximum of 6 students for each session. A CDL Leaners permit will be a prerequisite for a student to take the course.

D. The Department will provide at least 2 weeks advanced notice for scheduling a training course.

E. If the Department has additional demand, more classes may be scheduled at a time and location agreeable to both parties.

F. Students will be responsible for scheduling their test with the Department of Safety within 1 month of completing the training.

G. Students are required to wait a minimum of 14 days after receiving their learners permit to take their test.

H. If a student does not pass, a re-evaluation of their skills will be done by NETTTS and focused skills training provided during regularly scheduled training.

General Training Agenda:

Day One: The day would consist of training of pre-trip inspections and air brakes tests. The instructor will identify, describe, and demonstrate inspection of all parts required to check. Discuss how to do the air brakes test. What the steps are, what is being tested, and why. Air brakes test will be performed in a manner all participants can observe. This may be a couple at a time or one on one depending on space in vehicle. The remainder of the day, the instructor will observe them perform the air brakes test and pre-trip, assisting where needed.

If there are two vehicles available to train, one will be exclusively used to practice pre-trip and air brakes the entire day while the second is used for maneuvering skills. When there are road trips one truck will be in maneuvers while the second on the road.

Day Two: The first hour is allocated to practicing pre-trip and air brakes. The first two skills will be described and demonstrated for the group. The remainder of the day will be spent practicing these two skills. The first one is called **Forward Stop** and the second **Straight Line Backing.**

Day Three: The first hour is allocated to practicing pre-trip and air brakes. The third and fourth skills will be described and demonstrated. The remainder of the day will be spent practicing these two skills. They are **Forward Offset Tracking** and **Reverse Offset Backing.**

Day Four: The first hour is allocated to practicing pre-trip and air brakes. The instructor will test each participant one at a time on their pre-trip and air brakes and make any corrections needed to ensure performance is correct. While the tests are being performed with a second vehicle the remainder can practice their skills. If only one vehicle, the others would observe without helping. Depending on time the instructor will take each person out for a brief road trip to evaluate any habits the participants need to work on. If there is not enough time for all to do the trip the remainder will go next day.

Day Five: Any remaining road evaluations will occur, and with the second vehicle available, the remaining will work on pre-trip and air brakes the first hour and move onto skills. The instructor will evaluate one at a time; performance of the four maneuvers, in order, as if they were taking the actual test. Remaining time will be used practicing whatever is needed to fine tune for the test.

EXHIBIT C

Contract Price and Terms of Payment
CDL –B License Classroom and Driver Training

Accounts:

04-096-096-960515-30070000-066-500543 - Bureau of Highway Maintenance
04-096-096-960515-30080000-066-500543 - Bureau of Turnpikes
04-096-096-961017-70220000-066-500543 - Bureau of Bridge Maintenance

Contract Price:

The Vendor hereby agrees to provide Commercial Driver training in compliance with the Terms and conditions specified in Exhibit B for an amount not to exceed $110,160.00. This figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7

Pricing Structure:

Cost per student per district/bureau or location

District/Bureau	Location	Cost per student
D1-	Lancaster	$2,295
D2	Enfield	$2,295
D3	Gilford	$2,295
D4	Swanzey	$2,295
D5	Bedford	$2,295
D6	Durham	$2,295
Turnpikes	Hooksett	$2,295

Alternate locations may be used with the mutual concurrence of both parties.

Training shall be conducted at NHDOT District facilities using Department vehicles and be inclusive of all costs & fees except the DMV license testing fees which will be the responsibility of the employee unless NETTTS sponsors a student's test at which point the cost will be billed to the DOT.

Invoicing:

Invoicing shall be monthly and shall include the name, date and Bureau of the DOT employees that were trained as well as the per student and total monthly payment requested. For example: John Smith, 1/9/2022, Bridge Maintenance. All invoices shall be emailed to highwaymaintenance@dot.nh.gov or sent U.S. mail to NHDOT Highway Maintenance, PO Box 483, Concord, NH 03302-0483
Vendor shall be paid within 30 days after receipt of properly documented.

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 NEW ENGLAND TRACTOR TRAILER TRAINING OF MASSACHUSETTS INC is a Massachusetts Profit Corporation registered to transact business in New Hampshire on October 18, 2021. 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: **883585**

Certificate Number: **0005456748**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of October A.D. 2021.

William M. Gardner

Secretary of State

NETTTS

Certificate of Vote

I, Mark Greenberg, hereby certify that I am the duly elected President of New England Tractor Trailer Training of Massachusetts Inc"(NETTTS)

I hereby certify the following is a true copy of a vote taken at a meeting of the Executive Committee of NETTTS, duly called and held on October 12, 2021 at which time a quorum of the Executive Committee was present and 'voting.

VOTED:

"RESOLVED that Carl Stebbins, the Executive Vice President, is authorized to execute on behalf of NETTTS any bid, proposal or contract to be performed by NETTTS for the State of New Hampshire, specifically the New Hampshire Department of Transportation, and to execute any documents which he may in his judgment deem to be necessary to effect the purpose of this vote."

I hereby certify that said vote has not been amended or repealed and remains in full force and effect and that Carl Stebbins is duly elected the Executive Vice President of NETTTS.

Date: October 18, 2021

Mark Greenberg, President

Traci Carter

Notary Traci Carter

Ex: 2-10-23

Client#: 646488 NEWENGLA78

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
11330 Lakefield Drive
Suite 100
Johns Creek, GA 30097-1508

CONTACT NAME:
PHONE (A/C, No, Ext): - FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co.	19682
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New England Tractor Trailer Training of MA, Inc.
304 Victory Road
Quincy, MA 02171

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			20UUNIB8686	06/30/2021	06/30/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			20UENIB9642 (MA)	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
B	X ANY AUTO			20UENIB8783 (CT & RI)	06/30/2021	06/30/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			20RHUIB9408	06/30/2021	06/30/2022	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: NHDOT Highway Maintenance Driver Training

CERTIFICATE HOLDER

New England Tractor Trailer Training of MA
1600 Osgood Street
North Andover, MA 01845

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

PETER J. KRAUSE

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NEWENGL-08 MEGHANCREAMER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2021

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
NFP Property & Casualty Services, Inc.
141 Longwater Drive
Suite 101
Norwell, MA 02061

CONTACT NAME:
PHONE (A/C, No, Ext): (617) 847-3900 FAX (A/C, No): (617) 847-1422
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New England Tractor Trailer Training of Mass Inc
304 Victory Road
Quincy, MA 02171

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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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						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		6S62UB-4N63978-9-20	12/13/2020	12/13/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
7 Hazen Drive
Concord, NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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