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



*Victoria F. Sheehan*  
*Commissioner*

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

Office of Federal Compliance  
October 4, 2022

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Transportation (NHDOT) to enter into a contract with Maverick Business Solutions, LLC (vendor code 423151), Titusville, FL, based on a single bid, for a total fee of \$70,406.97, to provide business development training and resources to Disadvantaged Business Enterprise (DBE) firms, effective upon Governor and Council approval, through October 30, 2023. 100% Federal funds.

Funding is available in State Fiscal Year 2023, and is anticipated to be available in Fiscal Year 2024 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

04-96-96-963515-3054	<u>FY 2023</u>	<u>FY 2024</u>
Consolidated Federal Aid		
046-500464 General Consultants Non-Benefit	\$46,938.00	\$23,468.97

**EXPLANATION**

The Federal Highway Administration (FHWA) DBE Program was established in Title 49, Code of Federal Regulations, Part 26, to ensure nondiscrimination in the award and administration of US Department of Transportation (DOT) assisted contracts in the Department's highway, transit and airport financial assistance programs. DBE firms are minority or women owned small businesses that meet certification standards regarding ownership, control, personal net worth and business size. NHDOT is required to administer a DBE program and ensure DBEs have an equal opportunity to compete for work on DOT-assisted contracts.

FHWA allocates funding for state DBE supportive service (DBE/SS) programs to provide training and resources to increase the capacity and improve business practices of DBEs pursuing work on transportation related highway projects. FHWA also requires state DOTs to establish a Business Development Program (BDP) to assist firms in gaining the ability to compete successfully in the marketplace outside the DBE program. The supportive services provided pursuant to this contract

complement existing DBE program functions and extend beyond the current capacity of NHDOT. Funding for this contract has been approved by FHWA for this specific purpose.

In order to maximize bid participation, a solicitation of interest was posted on the DOT's website and also emailed to individuals and businesses with the ability to provide the required services. Maverick Business Solutions, LLC submitted the lowest hourly rate which is the basis for the low bid amount and has agreed to provide consultative services for an amount not to exceed \$70,406.97.

The NHDOT has prequalified the contractor and verified that the necessary funds are available. The contract has been approved by the Attorney General as to form and execution. 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.

Sincerely,



Victoria F. Sheehan  
Commissioner

VFS/maw  
Attachments

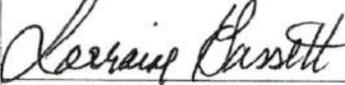
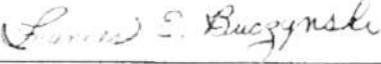
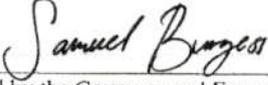
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address 7 HAZEN DR, PO BOX 483, CONCORD, NH 03302	
1.3 Contractor Name MAVERICK BUSINESS SOLUTIONS, LLC		1.4 Contractor Address 1290 COUNTRY CLUB BLVD TITUSVILLE, FL 32780	
1.5 Contractor Phone Number 954-854-1894	1.5 Account Number 04-96-96-963515-3054	1.7 Completion Date 10/30/2023	1.8 Price Limitation \$70,406.97
1.9 Contracting Officer for State Agency MERIDETH A. WILSON		1.10 State Agency Telephone Number 603-271-8252	
1.11 Contractor Signature  Date: 9/30/22		1.11 Name and Title of Contractor Signatory LORRAINE GASSETT, MANAGING MEMBER	
1.13 State Agency Signature  Date: 10/5/2022		1.14 Name and Title of State Agency Signatory FRANCES E. BUCZYNSKI, DIRECTOR OF POLICY AND ADMINISTRATION	
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:  On: 10/24/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 9/30/22

**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.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, 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.

Exhibit A

Performance Period

The performance period for this program is between 11/01/2022 and 10/30/2023

Objectives	Start Date	End Date
#1 Develop Needs Assessment	November 1, 2022	December 31, 2022
#2 Promote BDP, select DBEs & provide BDP services	November 1, 2022	October 30, 2023
#3 Provide training to DBEs	November 1, 2022	August 1, 2023
#4 Develop tools and assist DBEs with bidding information and making connections with prime contractors	November 1, 2022	October 30, 2023
#5 Conduct research and outreach to locate companies owned by socially and economically disadvantaged individuals working in the transportation industry	November 1, 2022	October 30, 2023

Contractor Initials

Date

*AS*  
*9/20/22*

Exhibit B

Scope of Work

Once a consultant is contracted and approved to begin work, the consultant shall be contacted by the NHDOT External EEO Coordinator to receive specific instruction on the DBE SS Program performance expectations.

The Program's scope and goals are organized into the following result oriented, *metric-based* objectives:

**Objective # 1: Consultant shall develop and deliver needs assessment to all NH based, transportation related, certified DBEs, to determine current DBE SS and BDP Program needs.**

- Needs assessment shall relate to transportation related activities including contracting procedures, submitting bids and quotes, business management, marketing, accounting, payroll, human resources issues, documentation and other related activities to improve management and business operations of a DBE firm.
- Develop and/or identify opportunities for training programs, services, software and education to improve business functions.
- Compile data for use with the DBE SS and BDP Programs' development and objectives.

**Objective # 2: Consultant shall identify and select certified and underutilized, DBE firms to participate in the Business Development Program (BDP).**

- The Consultant shall provide services and training adhering to the specific BDP guidelines outlined in 49 CFR 26.35 and Appendix C to Part 26.
- Promote the BDP program to all transportation related contractors, consultants and material suppliers to encourage applications for admission.
- Select DBEs for BDP participation based on selection criteria.
- Create customized Business Development Plans based on the specific needs identified in the business development assessments.
- BDPs shall set short- and long-term goals and objectives with measurable outcomes during a period of one year.
- Implement and monitor BDP activities for each DBE as set forth in customized Business Development Plans and timelines.

**Objective # 3: Consultant shall provide training and education in one or more categories identified by the needs assessment (objective #1) to New Hampshire based transportation certified DBE firms.**

- Identify and assist with specific business needs as identified in needs assessment. Assistance could include branding, marketing, accounting or bookkeeping practices, human resources issues, EEO compliance, submitting bids and quotes, preparing a business plan and/or other management issues related to running a profitable

Contractor Initials

Date

*AS*  
*9/30/22*

business.

- Provide access to appropriate business software (i.e., Excel, Quick Books, etc.) and appropriate training resources.
- All training (topics and course materials), as well as minimum class size (5 DBE firms) must be pre-approved by NHDOT External EEO Coordinator.
- Firms shall be selected for business development assistance based on criteria established NHDOT. External EEO Coordinator grants final approval on all firm selections.

**Objective # 4: Consultant shall develop tools to assist certified DBE firms identify bidding information and make connections with prime contractors.**

- Work with the External EEO Coordinator to assist DBE firms (consultants and contractors) understand NHDOT's contract process.
- Assist DBE firms with making connections (build relationships) with prime contractors. This can be accomplished by having a virtual match maker events for DBEs and Primes to connect in order to expand the number of DBE firms that primes do business with.
- Assist DBEs identify bid opportunities.

**Objective # 5: The consultant shall perform outreach to encourage potential DBE firms in transportation related trades to request certification.**

- Conduct research and outreach to locate companies owned by socially and economically disadvantaged individuals working in the transportation industry.

Contractor Initials *AS*  
Date *9/30/22*

Exhibit C

Contract Price

Payments on account of services rendered under this contract shall not exceed **\$70,406.97** including fixed administrative cost and will be made as follows:

1. The estimated number of hours for the year term of the contract is estimated at 460 hours for consultative services to achieve the goals and objectives in Exhibit B. The billable hours will be paid out based on your hourly rate indicated on your Bid Tab. The NH DOT reserves the right to reallocate funds from the fixed cost categories described in the bid tab as required.
2. Mileage shall be paid at a rate of 58.5 cents per mile.
3. Contract shall submit invoices for processing monthly. Invoices shall include a detailed breakdown of consultant hours worked, activities performed, mileage traveled, and expenses incurred for each objective. Expenses submitted for approval must include detailed receipts.
4. The Contractor shall deliver the final invoice for services required by this contract no later than the close of business on October 31, 2023.

Contractor Initials

Date

*AS*  
*9/30/22*

**New Hampshire Department of Transportation  
 Contract for STATEWIDE, DBE SS 43977A X-A005 (278),  
 DBE Supportive Services  
 BID**

<b>Item No.</b>	<b>Estimated Quantity &amp; Pay Unit</b>	<b>Item Name &amp; Unit Rate Bid</b> (dollars & cents, in words)	<b>Unit Bid Rate</b> (\$/hr) <b>Dollars</b>	<b>Total</b> <b>Dollars</b>
1.	460 Hours	STAFFING-CONSULTANT (One hundred forty-two dollars and no/cents)	\$142.00	\$65,320
2.	TO BE DETERMINED (See Note 3)	ITEM DESCRIPTION- Printing, postage and supplies for contractor work	TBD	\$600.00
3.	TO BE DETERMINED (See Note 3)	ITEM DESCRIPTION- DBE SS Program administration and Travel expenses	TBD	\$2,350.00
<b>GRAND TOTAL</b>				<b>\$68,270</b>

**Notes:**

- 1 The Estimated Quantities of the various items listed herein are given solely to provide a uniform basis for comparison of bids. The quantities actually required to compete the contract work may vary but shall not exceed **\$70,406.97**.
- 2 Payment for all work performed shall be made at the unit hourly rate prices stated herein.
- 3 The amount provided in the "Total" column is fixed, and will be made available throughout the contract period as deemed necessary and appropriate by the Department.
- 4 Bidder shall enter information in all shaded blocks, above, and complete the attached signature page.

Exhibit D

Special Provisions

Insurance

1. Fire and extended coverage insurance is not required.

Contractor Initials *LL*  
Date *9/30/22*

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Lorraine Gassett, hereby certify that I am a Partner, Member or Manager  
of Maverick Business Solutions a limited liability partnership under RSA 304-B,  
(Name)  
(Name of Partnership or LLC)

a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution

DATED: 9/30/2022

ATTEST: Lorraine Gassett, Manager  
(Name & Title)

Subscribed and sworn before me, this 30  
day of September, 2022 a Notary Public  
in and for Beverly County,  
State of Florida

James Heffernan  
(Signature)

NOTARY PUBLIC

My Commission expires 4-4-2026



JAMES HEFFERNAN  
Commission # HH 248804  
Expires April 4, 2026

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MAVERICK BUSINESS SOLUTIONS LLC is a Florida Limited Liability Company registered to transact business in New Hampshire on September 01, 2022. 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: **910390**

Certificate Number : **0005867242**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this **1st** day of **September** A.D. **2022**.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



# State of New Hampshire

## Department of State



Accepted Date: 09/06/2022

Business Name: MAVERICK BUSINESS SOLUTIONS LLC

Principal Office Address: 1290 Country Club Blvd, Titusville, FL, 32780, USA

RE: Acceptance of Business Formation

This letter is to confirm the acceptance of the following business formation:

Business ID: 910390

Filing #: 5858372

Effective Date: 09/01/2022

Payment Transaction #: 20229980651880001

To maintain your business registration in good standing you must maintain a Registered Agent at all times.

You must also file an annual report no later than April 1st of each year. To file your annual report please go to <https://quickstart.sos.nh.gov/online/Account>.

It is incumbent upon you to keep this office informed of address or email changes to ensure that all communications from our office reaches you.

Please visit our website for helpful information regarding all your business needs. If you require assistance or should you have any questions, you may contact the Corporation Division using the information provided below.

Please reference your Business ID in your communication.

Thank you,

New Hampshire Department of State  
Corporation Division

**State of New Hampshire**  
**Department of State**

CERTIFICATE OF EXISTENCE  
OF  
**MAVERICK BUSINESS SOLUTIONS LLC**

This is to certify that **MAVERICK BUSINESS SOLUTIONS LLC** is registered in this office as a **Florida Limited Liability Company** to transact business in New Hampshire on 9/1/2022 2:54:00 PM.

Business ID: 910390



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of September A.D. 2022

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a faint circular stamp.

David M. Scanlan  
Secretary of State

The complete address of its registered office **IN NEW HAMPSHIRE** (agent's business address) is:

<b>84 W BROADWAY, STE 200</b>	<b>Derry</b>	<b>NH</b>	<b>03038</b>
(no. & street)	(city/town)	(state)	(zip code)

**Manager/Member Information:**

<u>Name</u>	<u>Title</u>	<u>Address</u>
Lorraine Gassett	Member	1290 Country "Club Blvd, Titusville, FL, 32780, USA

The period of its duration is: Perpetual

Title: Manager  
Signature: Lorraine Gassett  
Name of Signer: Lorraine Gassett  
Date signed: 09/01/2022  
Effective Date: 09/01/2022 02:54:00 PM

Complete address of person signing: 1290 Country Club Blvd, Titusville, FL, 32780, USA

Note: The sale or offer for sale of membership interests of the limited liability company will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B). The membership interests of the limited liability company: 1) have been registered or when offered will be registered under RSA 421-B; 2) are exempted or when offered will be exempted under RSA 421-B; 3) are or will be offered in a transaction exempted from registration under RSA 421-B; 4) are not securities under RSA 421-B; OR 5) are federal covered securities under RSA 421-B. The statement above shall not by itself constitute a registration or a notice of exemption from registration of securities within the meaning of sections 448 and 461(i)(3) of the United States Internal Revenue Code and the regulation promulgated thereunder.

\*Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BIBERK P.O. Box 113247 Stamford, CT 06911	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 844-472-0967 E-MAIL ADDRESS: customerservice@biBERK.com	FAX (A/C, No): 203-654-3613
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> MAVERICK BUSINESS SOLUTIONS  1290 Country Club Boulevard Titusville, FL 32780-4614	<b>INSURER A:</b> Berkshire Hathaway Direct Insurance Company	NAIC # 10391
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:			N9BP665994	06/28/2022	06/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 \$
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate

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

**CERTIFICATE HOLDER**                      **CANCELLATION**

New Hampshire Department of Transportation 7 Haven Drive Concord, NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 