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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Mechanical Services
August 21, 2023

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Sturm Corp, dba Cranes 101, (Vendor 299790) of Bellingham, MA, on the basis of a low bid offer of \$195,000 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, 2026. 94.2% Highway Funds, 5.8% Other funds

Funding is available in State Fiscal Year 2024 and FY 2025 and is contingent upon the availability and continued appropriation of funds for FY 2026 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
04-96-96-960515-3005 Mechanical Services			
024-500225 Contract Repairs; Machine-Equip	\$65,000	\$65,000	\$65,000

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 5/8/2023 through 5/23/2023. The bid opening date was 5/23/2023. Two (2) bids were received. The award was made to Cranes 101 based on low bid offer. The contract amount of \$195,000 includes the inspection fee and labor and parts estimated from the past contract period. \$195,000 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,

A handwritten signature in black ink that reads "William Cass". The signature is written in a cursive style with a large, prominent "W" and "C".

William J. Cass, P.E.
Commissioner

Attachments

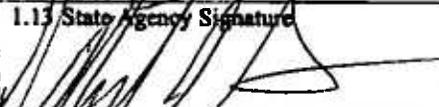
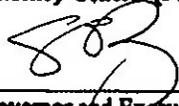
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation		1.2 State Agency Address 33 Smokey Bear Blvd. Concord, NH 03301	
1.3 Contractor Name Sturm Corp DBA Cranes 101		1.4 Contractor Address 57 Mendon Street Bellingham, MA 02019	
1.5 Contractor Phone Number 866-788-7600	1.6 Account Unit and Class 024 / 500225	1.7 Completion Date 6/30/2026	1.8 Price Limitation 195,000.00
1.9 Contracting Officer for State Agency Tara Merrifield		1.10 State Agency Telephone Number 603-271-3721	
1.11 Contractor Signature  Date:		1.12 Name and Title of Contractor Signatory Jay Sturm, President	
1.13 State Agency Signature  Date: 9/8/23		1.14 Name and Title of State Agency Signatory Michael J. Sarvetas, 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:  On: 9/27/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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:
SPECIAL PROVISIONS

There are no special provisions for this contract.

Contractor's Initials: JS

Date: 8/16/23

EXHIBIT B
SCOPE OF SERVICES

FORMING SERVICES:

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

ANNUAL INSPECTION - COMPLIANCE STANDARDS

Annual 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:

All years of contract - FY2024, 2025, and 2026

- 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 the Bureau of 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 Nathan Harrison and James Lamora

Contractor Initials: JS

Date: 8/16/23

REPAIR ESTIMATE COMPONENTS:

Applied 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: JS
Date: 8/16/23

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 and / or tested by the technician who did the work and observed utilizing agency employee responsible for the vehicle. A printed list of repaired items shall be given to the utilizing agency employee prior to the post repair inspection. Once complete 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, reinspect 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: SS

Date: 8/16/23

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

REPAIR PARTS – PRICING & MARK UP

- Parts or materials, excluding filters, 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.
- Filters required and utilized in the "annual inspection" segment of the contract shall be charged to the Agency Remit Account at the same price charged by the Contractor's supplier. A copy of the Contractor's invoice(s) from the contractor's supplier for purchased filters shall be submitted with the Contractor's invoice for payment.
- 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 Contractor's invoice(s) from the Contractor's supplier for purchased parts and materials shall be submitted with the Contractor's 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 Contractor's invoice(s) from their parts supplier for such parts and materials shall be submitted with the Contractor's 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 James Lamora

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:

\$ **2.00 / Mile**

\$ **160.00 / Hour**

- These rates are fixed for the term of the contract **but not considered in the bid evaluation.**

Contractor Initials: JS

Date: 8/16/23

- 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: JS
Date: 8/16/23

EXHIBIT C - OFFER SECTION CONTINUED							
INVENTORY, INSPECTION COSTS AND HOURLY RATES (please complete green cells):							
RED UNITS BEING REPLACED DURING CONTRACT PERIOD & MAY BE UNDER OEM WARRANTY FOR PART OF CONTRACT PERIOD							
Make	Year	Model	# of Units	TRUCK #	Serial Number	Garage Location and Contact	
DUR-A-LIFT	2018	DTAS-35TS	1	H1505	A10754	District 2 - Enfield Shed - Alex Stobleton Tel # 448-1057	
DUR-A-LIFT	2018	DTAS-35TS	1	H1504	A10757	District 5 - Derry Shed - Raymond Ryan Tel #	
Annual Safety Inspection (Flat Rate Charge)							
249				2.55	x	2	\$517.10
FY2024 Inspection cost / ea.				Filter Cost (current)			FY2024 Total
249				2.55	x	2	\$517.10
FY2025 Inspection cost / ea.				Filter Cost (current)			FY2025 Total
249				2.55	x	2	\$517.10
FY2026 Inspection cost / ea.				Filter Cost (current)			FY2026 Total
Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)							
75				10 Hrs			\$750.00
FY2024 Labor cost / Hr.				10Hrs.			FY2024 Total
\$105.00							\$1,050.00
FY2025 Labor cost / Hr.				10Hrs.			FY2025 Total
\$115.00							\$1,150.00
FY2026 Labor cost / Hr.							FY2026 Total
3 Year cost including labor & inspection Subsection total							\$4,701.30
Make	Year	Model	# of Units	TRUCK #	Serial Number	Garage Location and Contact	
ALTEC	2020	AT-200A	1	H331	09208V27416	Traffic - Sign Shop - Matt Devalls Tel # 271-8132	
ALTEC	2020	AT-200A	1	H354	09208V27415	Traffic-Sign-D-1 Crew Russell Ball Tel # 419-0357	
Annual Safety Inspection (Flat Rate Charge)							
449				2.55	x	2	\$917.10
FY2024 Inspection cost / ea.				Filter Cost (current)			FY2024 Total
449				2.55	x	2	\$917.10
FY2025 Inspection cost / ea.				Filter Cost (current)			FY2025 Total
449				2.55	x	2	\$917.10
FY2026 Inspection cost / ea.				Filter Cost (current)			FY2026 Total
Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)							
75				14 Hrs			\$1,330.00
FY2024 Labor cost / Hr.				14 Hrs			FY2024 Total
\$105.00							\$1,470.00
FY2025 Labor cost / Hr.				14 Hrs			FY2025 Total
\$115.00							\$1,610.00
FY2026 Labor cost / Hr.							FY2026 Total
3 Year cost including labor & inspection Subsection total							\$7,161.30
Make	Year	Model	# of Units	TRUCK #	Serial Number	Garage Location and Contact	
Eliot	2012	H55R-MHA	1	H820	AY-5244	Tumpkes / Traffic - Michael Diotor Tel # 419-9304	
Eliot	2012	H55R-MHA	1	H1633	MX-5243	Traffic - Kevin O'Connor Tel # 419-9309	
Annual Safety Inspection (Flat Rate Charge)							
249				45	x	2	\$588.00
FY2024 Inspection cost / ea.				Filter Cost (current)			FY2024 Total
249				45	x	2	\$588.00
FY2025 Inspection cost / ea.				Filter Cost (current)			FY2025 Total
249				45	x	2	\$588.00
FY2026 Inspection cost / ea.				Filter Cost (current)			FY2026 Total
Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)							
75				25 Hrs			\$2,375.00
FY2024 Labor cost / Hr.				25 Hrs			FY2024 Total
\$105.00							\$2,625.00
FY2025 Labor cost / Hr.				25 Hrs			FY2025 Total
\$115.00							\$2,675.00
FY2026 Labor cost / Hr.							FY2026 Total
3 Year cost including labor & inspection Subsection total							\$9,639.00

JS
 Contractor Initials:
 Date: 8/14/23

EXHIBIT C - OTHER SECTION CONTINUED:						
INVENTORY, INSPECTION COSTS AND HOURLY RATES (please complete green cells):						
Make	Year	Model	# of Units	TRUCK #	Serial Number	Garage Location and Contact
DC BATES	2019	SST37NE	1	H341	MJ190002	Traffic - Signal Shop - Robert Mullen Tel # 271-2291
DC BATES	2020	SST37NE	1	H1377	MJ200003	TSMO - Concord Lee Savary Tel # 271-4642
DC BATES	2020	SST-37NE	1	H387	MJ200004	Traffic - Signal Shop - Ryan Girardin Tel # 271-2294
Annual Safety Inspection (Flat Rate Charge)						
449			+	9.55	x	3 = \$1,375.65
FY2024 Inspection cost / ea.				Filter Cost (current)		FY2024 Total
449			+	9.55	x	3 = \$1,375.65
FY2025 Inspection cost / ea.				Filter Cost (current)		FY2025 Total
449			+	9.55	x	3 = \$1,375.65
FY2026 Inspection cost / ea.				Filter Cost (current)		FY2026 Total
Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)						
25			x	12 Hrs	=	\$1,140.00
FY2024 Labor cost / Hr.						FY2024 Total
\$105.00			x	12 Hrs	=	\$1,260.00
FY2025 Labor cost / Hr.						FY2025 Total
\$115.00			x	12 Hrs	=	\$1,380.00
FY2026 Labor cost / Hr.						FY2026 Total
3 Year cost including labor & inspection Subsection total						
\$7,906.95						
Make	Year	Model	# of Units	TRUCK #	Serial Number	Garage Location and Contact
Versar	2019	TEL-29-NE	1	H308	AL190005	Traffic-Sign-D-3 Crew Dave Nylan Tel # 271-2291
Versar	2019	TEL-29-NE	1	H314	AL190004	Traffic-Sign-D-4 Crew James Edmunds Tel # 271-2291
Annual Safety Inspection (Flat Rate Charge)						
249			+	9.55	x	2 = \$517.10
FY2024 Inspection cost / ea.				Filter Cost (current)		FY2024 Total
249			+	9.55	x	2 = \$517.10
FY2025 Inspection cost / ea.				Filter Cost (current)		FY2025 Total
249			+	9.55	x	2 = \$517.10
FY2026 Inspection cost / ea.				Filter Cost (current)		FY2026 Total
Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)						
25			x	12 Hrs	=	\$1,140.00
FY2024 Labor cost / Hr.						FY2024 Total
\$105.00			x	12 Hrs	=	\$1,260.00
FY2025 Labor cost / Hr.						FY2025 Total
\$115.00			x	12 Hrs	=	\$1,380.00
FY2026 Labor cost / Hr.						FY2026 Total
3 Year cost including labor & inspection Subsection total						
\$5,331.30						
Make	Year	Model	# of Units	TRUCK #	Serial Number	Garage Location and Contact
Versar	2016	TEL-29NE-03	1	H1368	AI080091	Traffic-Sign-Concord Crew Kellen Jordan Tel # 271-8132
Annual Safety Inspection (Flat Rate Charge)						
249			+	9.55	x	1 = \$258.55
FY2024 Inspection cost / ea.				Filter Cost (current)		FY2024 Total
249			+	9.55	x	1 = \$258.55
FY2025 Inspection cost / ea.				Filter Cost (current)		FY2025 Total
249			+	9.55	x	1 = \$258.55
FY2026 Inspection cost / ea.				Filter Cost (current)		FY2026 Total
Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)						
25			x	10 Hrs	=	\$950.00
FY2024 Labor cost / Hr.						FY2024 Total
\$105.00			x	10Hrs.	=	\$1,050.00
FY2025 Labor cost / Hr.						FY2025 Total
\$115.00			x	10Hrs.	=	\$1,150.00
FY2026 Labor cost / Hr.						FY2026 Total
3 Year cost including labor & inspection Subsection total						
\$3,925.65						
Make	Year	Model	# of Units	TRUCK #	Serial Number	Garage Location and Contact
Versar	2007	VST-50001-01	1	H11628	GG070017	Bridge Maint. - Portsmouth Louis Albert Tel # 271-3647
Annual Safety Inspection (Flat Rate Charge)						
442			+	9.55	x	1 = \$458.55
FY2024 Inspection cost / ea.				Filter Cost (current)		FY2024 Total
442			+	9.55	x	1 = \$458.55
FY2025 Inspection cost / ea.				Filter Cost (current)		FY2025 Total
442			+	9.55	x	1 = \$458.55
FY2026 Inspection cost / ea.				Filter Cost (current)		FY2026 Total
Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)						
25			x	7 Hrs	=	\$645.00
FY2024 Labor cost / Hr.						FY2024 Total
\$105.00			x	7 Hrs	=	\$735.00
FY2025 Labor cost / Hr.						FY2025 Total
\$115.00			x	7 Hrs	=	\$805.00
FY2026 Labor cost / Hr.						FY2026 Total
3 Year cost including labor & inspection Subsection total						
\$3,580.65						

Contractor Initials: JS

Date: 8/14/23

DOWR/C - OFFER SECTION CONTINUED:						
INVENTORY, INSPECTION COSTS AND HOURLY RATES (please complete green cells):						
Make	Year	Model	# of Units	TRUCK #	Serial Number	Garage Location and Contact
Item	2016	UTLN-41	1	H349	UTLN32794	Traffic-Signal-Crew Robert McCuRon Tel # 271-2291
Item	2016	UTLN-41	1	H384	UTLN32793	Traffic - Signal Crew - Steven Leary Tel # 271-2294
Item	2016	UTLN-41	1	H1501	UTLN32795	Highway District 1- Jay Moyer Tel #
Item	2017	UTLN-41	1	H1504	UTLN32888	D-5 Hillsborough Shed - Robert Bennett - Tel # 464-3336
Item	2017	UTLN-41	1	H1489	UTLN32889	Tumpikes / Traffic - Michael Caron Tel # 485-3806
Annual Safety Inspection (Flat Rate Charge)						
249			2.55	x	5	\$1,272.25
FY2024 Inspection cost / ea.			Filter Cost (current)			FY2024 Total
249			2.55	x	5	\$1,272.25
FY2025 Inspection cost / ea.			Filter Cost (current)			FY2025 Total
249			2.55	x	5	\$1,272.25
FY2026 Inspection cost / ea.			Filter Cost (current)			FY2026 Total
Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)						
25			7 Hrs			\$665.00
FY2024 Labor cost / Hr.			7 Hrs			FY2024 Total
\$105.00			7 Hrs			\$735.00
FY2025 Labor cost / Hr.			7 Hrs			FY2025 Total
\$115.00			7 Hrs			\$805.00
FY2026 Labor cost / Hr.						FY2026 Total
3 Year cost including labor & inspection subsection total						\$6,083.25
Make	Year	Model	# of Units	TRUCK #	Serial Number	Garage Location and Contact
DUR-A-LIFT	2018	DTAS-38TS	1	H319	A10758	Traffic - Signal Shop - Tel # 229-7309
DUR-A-LIFT	2018	DTAS-38TS	1	H1503	A10759	District 6 - 604 Shed - John Clark Tel # 848-1133
DUR-A-LIFT	2017	DVS-29	1	H1540	A10073	Bridge Design - Nathan Lewis - Tel # 271-2731
Annual Safety Inspection (Flat Rate Charge)						
249			2.55	x	3	\$775.65
FY2024 Inspection cost / ea.			Filter Cost (current)			FY2024 Total
249			2.55	x	3	\$775.65
FY2025 Inspection cost / ea.			Filter Cost (current)			FY2025 Total
249			2.55	x	3	\$775.65
FY2026 Inspection cost / ea.			Filter Cost (current)			FY2026 Total
Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)						
25			12 Hrs			\$1,140.00
FY2024 Labor cost / Hr.			12 Hrs			FY2024 Total
\$105.00			12 Hrs			\$1,260.00
FY2025 Labor cost / Hr.			12 Hrs			FY2025 Total
\$115.00			12 Hrs			\$1,380.00
FY2026 Labor cost / Hr.						FY2026 Total
3 Year cost including labor & inspection subsection total						\$6,106.95
3 YEAR CONTRACT TOTAL FOR ALL SECTIONS ABOVE						\$84,436.85

Contractor Initials: JS
 Date: 8/16/23

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 STURM CORPORATION is a Massachusetts Profit Corporation registered to transact business in New Hampshire on July 05, 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: 905548

Certificate Number: 0006292781



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of August A.D. 2023.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, MARLO STURM, hereby certify that I am duly elected Clerk/Secretary of
(Name)

STURM CORPORATION. I hereby certify the following is a true copy of a
(Name of Corporation/or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August
(Month)

12 20 23 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That JAY STURM (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of STURM CORPORATION with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or 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 as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 8/12/23

ATTEST: MARLO STURM
(Name and Title)

