CSG

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

64A

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

Office of Access, Opportunity and Compliance
September 29, 2023

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 447605), of Titusville, FL, based on a single bid, for a total fee of $46,550, to provide business development training and resources to Disadvantaged Business Enterprise (DBE) firms, effective upon Governor and Council approval, through September 30, 2024. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2024 and FY 2025 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

04-96-96-963515-3054	FY 2024	FY 2025
Consolidated Federal Aid		
046-500464 General Consultants Non-Benefit	$31,033.36	$15,516.64

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 only bid amount and has agreed to provide consultative services for an amount not to exceed $46,550.

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.

Your approval of this agreement is respectfully requested.

Sincerely,

William J. Cass, P.E.
Commissioner

WJC/maw
Attachments

New Hampshire DOT
Department of Transportation

RESULTS OF BID OPENING

Statewide DBE 43977B
X-A005 (344) FEDERAL

Bid date: August 31, 2023
Disadvantage Business Enterprise (DBE) Supportive Services

Contractor	City/State	Bid Amount Unit (hrs.)/$Rate/$Other Fixed/$Grand Total	Rank
MAVERICK BUSINESS SOLUTIONS, LLC	TITUSVILLE, FL	**460.00/ $90.00** / $5,150 / $46,550	A*

* The low bidder for this funding source (grant) was selected based on the highest unit amount (hours) and the lowest unit rate (hourly rate).

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 DRIVE; 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	1.6 Account Unit and Class 04-96-96-963515-3054	1.7 Completion Date 9/30/2024	1.8 Price Limitation $46,550.00
1.9 Contracting Officer for State Agency MERIDETH A. WILSON		1.10 State Agency Telephone Number 603-271-8252	
1.11 Contractor Signature Lorraine Gassett Date: 9/26/23		1.12 Name and Title of Contractor Signatory LORRAINE GASSETT, MANAGING MEMBER	
1.13 State Agency Signature Alexis Martin Date: 9/28/23		1.14 Name and Title of State Agency Signatory ALEXIS A. MARTIN, 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: SB On: 10/27/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials LG
Date 9/26/23

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.

Contractor Initials
Date 9/26/23

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.

Contractor Initials LG
Date 9/26/23

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.

Contractor Initials LG.
Date 9/26/23

Exhibit A

Performance Period

The performance period for this program is between 11/08/2023 and 09/30/2024

Objectives	Start Date	End Date
#1 Develop Needs Assessment	November 9, 2023	November 30, 2023
#2 Promote BDP, select DBEs & provide BDP services	November 9, 2023	September 30, 2024
#3 Provide training to DBEs	November 9, 2023	July 1, 2024
#4 Develop tools and assist DBEs with bidding information and making connections with prime contractors	November 9, 2023	September 30, 2024
#5 Outreach to encourage potential DBE firms in transportation related trades to request certification	November 9, 2023	September 30, 2024

Contractor Initials LG.
Date 9/26/23

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 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 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 business.

Contractor Initials LG.
Date 9/26/23

- 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 contracting process.
- Assist DBE firms with making connections (build relationships) with prime contractors. This can be accomplished by having a virtual match maker event 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 LG
Date 9/26/23

Exhibit C

Contract Price

Payments on account of services rendered under this contract shall not exceed **$46,550.00** 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 NHDOT 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 65.5 cents per mile.

3. Contractor 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 September 30, 2024.

Contractor Initials LB.
Date 9/26/23

Contractor's Bid Sheet
Contract for Supportive Services

New Hampshire Department of Transportation
Contract for STATEWIDE, DBE SS 43977B X-A005 (344),
DBE Supportive Services
BID

Item No.	Estimated Quantity & Pay Unit	Item Name & Unit Rate Bid (dollars & cents, in words)	Unit Bid Rate ($/hr) Dollars	Total Dollars
		Ninety dollars and 00/100		
1.	460 Hours	STAFFING-CONSULTANT (enter dollars & cents per hour, in words below)	90.00	$41,400 ~~$0~~
2.	TO BE DETERMINED (See Note 3)	ITEM DESCRIPTION- Printing, postage and supplies for contractor work	$350.00	$350.00
3.	TO BE DETERMINED (See Note 3)	ITEM DESCRIPTION- DBE SS Program administration and Travel expeses	$4,800.00	$4,800.00
			GRAND TOTAL	46,550 ~~$5,150~~

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 $49,729.17.

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.

Signed: Lorraine M. Bassett 8/30/23
Maverick Business Solutions, LLC

Exhibit D

Special Provisions

Insurance

1. Fire and extended coverage insurance is not required.

Contractor Initials

Date 9/26/23

(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
(Name)
of Maverick Business Solutions limited liability partnership under RSA 304-B,
(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: 9/26/23 ATTEST Lorraine Gassett, Manager
(Name & Title)

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: 0006326051

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of September A.D. 2023.

David M. Scanlan

Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2023

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
BIBERK
P.O. Box 113247
Stamford, CT 06911

CONTACT NAME:
PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613
E-MAIL ADDRESS: customerservice@biBERK.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Berkshire Hathaway Direct Insurance Company	10391
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MAVERICK BUSINESS SOLUTIONS

1290 Country Club Boulevard
Titusville, FL 32780-4614

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER:			N9BP595353	06/28/2023	06/28/2024	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 - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N 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

NH DEPARTMENT OF TRANSPORTATION
7 HAZEN DRIVEPO BOX 483
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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