

8/2/24



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

30



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, New Hampshire 03301

Bureau of Mechanical Services  
January 8, 2024

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract with J.W. Fleet & Equipment, Inc. (Vendor 156543), Bow NH, on the basis of a single bid offer of \$84,200 for providing Truck Painting Services, effective upon Governor and Council approval through December 31, 2024. 5.87% Other Funds and 94.13% Highway Funds.

Funding to support this request is 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:

04-96-96-960515-3005	<u>FY 2024</u>	<u>FY 2025</u>
Mechanical Services		
020-500235-02 Vehicle Maintenance-Non Stock	\$63,150	\$21,050

**EXPLANATION**

The service contract is necessary to paint some of the Department's new plow trucks.

The Department of Transportation, Bureau of Mechanical Services builds and paints new NHDOT plowing vehicles. Over the next few years, 96 vehicles will need prepping and painting. This contract is intended to augment NHDOT labor resources to ensure vehicles will be placed into production expediently.

Invitations for bids were solicited on the Department of Administrative Services, Bureau of Purchase and Property website from October 12, 2023 through October 26, 2023. The bid opening date was October 26, 2023; one (1) offer was received. The award was made to J.W. Fleet & Equipment, Inc. based on a single bid offer. The contract amount of \$84,200 includes the labor, tools and miscellaneous parts required to paint our plow trucks. We believe that \$84,200 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.

Respectfully,

A handwritten signature in cursive script, appearing to read "William Cass".

William J. Cass, P.E.  
Commissioner

Attachments

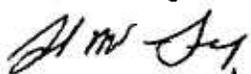
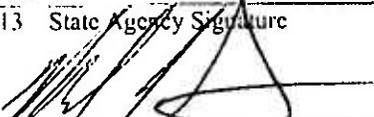
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b>  Department of Transportation Bureau of Mechanical Services		<b>1.2 State Agency Address</b>  33 Smokey Bear Blvd. Concord, NH 03301	
<b>1.3 Contractor Name</b>  JW Fleet & Equipment Inc.		<b>1.4 Contractor Address</b>  1153 Rt 3A Bow, NH 03304	
<b>1.5 Contractor Phone Number</b>  (603) 224-1145	<b>1.6 Account Unit and Class</b>  30050000 / 020	<b>1.7 Completion Date</b>  December 31, 2024	<b>1.8 Price Limitation</b>  \$ 84,200.00
<b>1.9 Contracting Officer for State Agency</b>  Tara Merrifield		<b>1.10 State Agency Telephone Number</b>  (603) 271-3721	
<b>1.11 Contractor Signature</b>  Date: <u>29 Nov 2023</u>		<b>1.12 Name and Title of Contractor Signatory</b> Joseph W. Gaigas President	
<b>1.13 State Agency Signature</b>  Date: <u>2/02/24</u>		<b>1.14 Name and Title of State Agency Signatory</b> Michael J. Servetas, Director of Contracts	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b>  By:  On: <u>2/26/2024</u>			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b>  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.**

Contractor Initials JWG

Date 29 Nov 2003

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 of this contract.

## EXHIBIT B - SCOPE OF SERVICES

### 1. INTRODUCTION:

JW Fleet & Equipment Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Transportation, with truck painting services in accordance with the bid submission in response to State Request for Bid DOT-2024-06 and as described herein.

### 2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB DOT-2024-06
- EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB DOT-2024-06," and (5) EXHIBIT E "Contractor's Bid Response."

### 3. TERM OF CONTRACT:

The term of the contract shall commence on December 1, 2023, or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2024, a period of approximately one (1) year.

### 4. SCOPE OF WORK:

The purpose of this contract is to paint 4/6 cubic yard and/or 10/12 cubic yard dump bodies, sub-frames, ladders, and wheel chock holder units. These components are mounted on 36,000-pound or 55,000-pound 2022 International chassis.

#### ***TRUCK BODY SPECIFICS***

1. 36,000-pound chassis –2023 International HV507 – 4x2 to include 4/6 cubic yard Everest body per specifications
2. 55,000-pound chassis –2023 International HV513 – 4x2 to include 10/12 cubic yard Everest body per specifications

#### ***REQUIREMENTS***

- The Bureau of Mechanical Services personnel will be responsible for transportation of trucks to and from the Contractor's location.
- All work shall be performed at the Contractor's location.
- The Contractor will remove the ladder and mud flaps.
  - The Contractor shall prime and paint these components black and reinstall upon completion of the painting of the dump body.
- The Contractor will be responsible, by industry standards, to paint the dump body and wheel chock holders orange and paint the underbody, sub-frame black.
  - This shall include but not be limited to sanding the dump body, washing the truck, taping off vehicle to prevent over-spray and touching up any unprotected part of the frame with black.
- Each truck will be completed in eight (8) working days or less (Monday – Friday, excluding observed holidays).

- The Bureau of Mechanical Services personnel will inspect, approve, and accept the Contractor's work, prior to making payment.
- The Contractor's location must be within a 25-mile radius of the Bureau of Mechanical Services, 33 Smokey Bear Blvd, Concord, NH.

**PAINT PRODUCTS UTILIZED**

NOTE: the NHDOT Bureau of Mechanical Services will supply the paint, primer, activator, and reducer for the painting of the contracted vehicles. Paint products provided as requested by awarded Contractor. Contractor shall maintain enough paint product in inventory to paint contracted trucks without product availability delay. Paint products left over after the completion of the contract painting shall be returned to NHDOT Bureau of Mechanical Services. All other preparation and painting materials and equipment (i.e., tarps, covers, masking materials, sandpaper, etc.) shall be the Contractor's responsibility and cost.

**PAINT PRODUCTS TO BE PROVIDED**

**Primer:**

- PPG Commercial Performance Coatings – CRE211 Primer Activator
- PPG Commercial Performance Coatings – CRE321 Gray Epoxy Primer

**Paint – Orange**

- PPG Commercial Performance Coatings – AUE300 Orange Single Stage Topcoat (Signal Orange)
- PPG Commercial Performance Coatings – GXH1086 Orange Urethane Hardener

**Paint – Black**

- PPG Delfleet Essential – ESH200 Single Stage Hardener
- PPG Delfleet Essential – ESM125 Opal Black
- PPG Delfleet Essential – ESX20 – Black Activator

**WARRANTY REQUIREMENTS**

Contractor shall provide a one (1) year warranty on painting related priming and painting work against solvent blistering, peeling, hazing and excessive loss of pigmentation. The Contractor will re-prime and repaint the specific section or sections of the vehicle warrantied hereby (excluding rust repair), at its sole option, when claim is made within warrantied period, unless caused by or damaged resulting from unreasonable use, maintenance, or care of the vehicle.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 3:30 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with the State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building, or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

Contractor Initials: JWB

Date: 29 Nov 2023

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

**5. USAGE REPORTING:**

The Contractor shall submit a usage report for analysis by the state agency. Reports are due no later than 30 days after written request to the Bureau of Mechanical Services, Tara Merrifield and sent electronic to [Bureau38@DOT.NH.Gov](mailto:Bureau38@DOT.NH.Gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency
- Services/Products Purchased or Used (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Services/Products Purchased.
- Preferred in Excel format

**6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB DOT-2024-06, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcy55qhaqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcy55qhaqs45jpyq5i45))/welcome.aspx).

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

**7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

**8. CONFIDENTIALITY & CRIMINAL RECORD:**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials JWB

Date 29 Nov 2023

## EXHIBIT C - METHOD OF PAYMENT

### 9. CONTRACT PRICE:

The Contractor hereby agrees to provide truck painting services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$84,200; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

### 10. PRICING STRUCTURE:

The Contractor agrees to provide this service to the NHDOT Bureau of Mechanical Services at the following prices:

1. 36,000# truck with 4/6 cubic yard dump body per specifications = \$4,150.00 EA
2. 55,000# truck with 10/12 cubic yard dump body per specifications = \$4,750.00 EA

### 11. INVOICE:

Itemized invoices shall be submitted to the Agency after the completion of the services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid, via Procurement Card, within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the following address:

Bureau of Mechanical Services  
Attn: James Lamora  
33 Smokey Bear Blvd  
Concord, NH 03301

### 12. PAYMENT:

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

**EXHIBIT D - RFB DOT-2024-06**

RFB DOT-2024-06 is incorporated here within.

Contractor Initials JWB

Date 29 Nov 2023

**EXHIBIT E - CONTRACTOR'S BID**

Contractor's bid is incorporated here within.

Contractor Initials JWG

Date 29 Nov 2023

**Certificate of Authority # 1**

*(Corporation, Non-Profit Corporation)*

**Corporate Resolution**

I, Amnanda Colby hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*  
JW Fleet & Equipment INC. I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation)*

a meeting of the Board of Directors/shareholders, duly called and held on Nov. 29, 2023

at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Joseph Grigas *Joseph Grigas, President* (may list more than one person) is  
*(Name and Title)*

duly authorized to enter into contracts or agreements on behalf of

JW Fleet & Equipment INC with the State of New Hampshire and any of  
*(Name of Corporation)*

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. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. 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:** 11/29/2023

**ATTEST:** Amnanda Colby  
*(Name & Title)* TRUCK COMPANY

# 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 J. W. FLEET AND EQUIPMENT, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 01, 1988. 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: 128328

Certificate Number: 0006358304



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of December A.D. 2023.

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

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/29/2023

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.

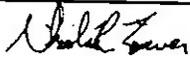
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer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

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM	
	<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> J.W. FLEET AND EQUIPMENT, INC. 1153 ROUTE 3A BOW, NH 03304-4025	417-999-0	<b>INSURER A:</b> FEDERATED MUTUAL INSURANCE COMPANY <b>NAIC #</b> 13935 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

COVERAGES      CERTIFICATE NUMBER: 2      REVISION NUMBER: 0

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.

INSTR	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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	1868676	08/18/2023	08/18/2024	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE): \$100,000 MED EXP (Any one person): EXCLUDED PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS & COMPROP AGG: \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	1868676	08/18/2023	08/18/2024	COMBINED SINGLE LIMIT (EA ACCIDENT): \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION	N	N	1868677	08/18/2023	08/18/2024	EACH OCCURRENCE: \$1,000,000 AGGREGATE: \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTHER E.L. EACH ACCIDENT E.L. DISEASE EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

<b>CERTIFICATE HOLDER</b> 417-999-0 DOT MECHANICAL SERVICES      20 33 SMOKEY BEAR BLVD CONCORD, NH 03302	<b>CANCELLATION</b> 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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STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 24 Oct 2023

Company Name: JW Fleet + Equipment Inc

Address: 1153 Rt 39 Bow, NH 03304

To: Point of Contact: Tara Merrifield  
Telephone: 603-271-3721  
Email: Bureau38@dot.nh.gov

RE: Bid Invitation Name: Contract for - Truck Painting Services.  
Bid Number: RFB - DOT - 2024 - 06  
Bid Posted Date (on or by): 10/12/2023  
Bid Opening Date and Time: 10:00 am, prevailing time on October 26, 2023

[Insert name of signor] Joseph W Garigas, on behalf of JW Fleet + Equipment Inc [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # RFB - DOT - 2024 - 06 for Truck Painting Services, at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or

Authorized Signor's Signature [Signature] Authorized Signor's Title President

NOTARY PUBLIC/JUSTICE OF THE PEACE

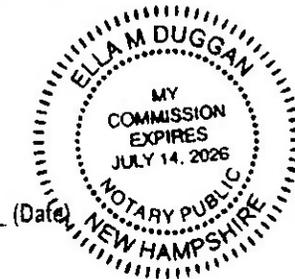
COUNTY: Merrimack STATE: New Hampshire ZIP: 03304

On the 24th day of October, 2023, personally appeared before me, the above named Joseph Garigas, in his/her capacity as authorized representative of JW Fleet + Equipment, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

[Signature]  
(Notary Public/Justice of the Peace)

My commission expires: July 14 2026 (Date)



# #RFBDOT-2024-06 CONTRACT FOR: TRUCK PAINTING SERVICES

## BID TERMS AND CONDITIONS

### CONTRACT(S) TERMS AND CONDITIONS:

The Contractor's signature on a bid submitted in response to this bid guarantees that all the State of New Hampshire's Terms and Conditions are accepted by the Contractor. The form contract(s) P-37 attached hereto shall be part of this bid and the basis for the contract(s). The successful Contractor and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the Contractor's offer, a sample of the P-37 document is attached for Contractor's review.

### CONTRACTOR RESPONSIBILITY:

The Contractor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract(s).

### TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of State and will not be returned to the Contractor. Regardless of the Contractors selected, State reserves the right to use any information presented in a bid response. The content of each Contractor's bid shall become public information once a contract(s) has been awarded. Complete bids shall be filled out on original bid format. Contractors may submit additional paperwork with pricing, but all pricing shall be on bid and in the State's format.

### LIABILITY:

The State shall not be held liable for any costs incurred by the Contractor in the preparation of their bid or for work performed prior to contract(s) issuance.

### BID INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to **Tara Merrifield**, Assistant Administrator, NH DOT Mechanical Services at [Bureau38@dot.nh.gov](mailto:Bureau38@dot.nh.gov). Requests shall be submitted a minimum of five (5) business days prior to bid opening date. Contractor shall include complete contact information including the Contractor's name, telephone number and fax number and e-mail address.

### BID DUE DATE:

Sealed bids shall be received and deposited in the bid box at the 33 Smokey Bear Boulevard, Concord office of The Bureau of Mechanical Services prior to 10:00 am, prevailing time on 10/26/2023, at which time they will be opened. It shall be the Contractors' responsibility to ensure the bid is deposited as specified. Bids delivered to the bureau by alternative means are submitted at the sole risk of the Contractor. The Department will not accept responsibility for any reason if the bids are not deposited in the bid box on or before the specified time and date. Bids received after the time stated for opening bids will not be opened or considered.

- The State is under no obligation to make an award based upon this solicitation; the State, in its discretion, may reject any or all submitted bids."
- All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A Contractor's disclosure or distribution of Bids other than to NH DOT – Bureau of Mechanical Services may be grounds for disqualification.

### CERTIFICATE OF INSURANCE:

Contractors awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation.

Prior to performing any services for the State, Contractors awarded a contract shall be required to:

- Certify compliance with, or exemption from, the requirements of NH RSA 281-A, Workers' Compensation, in accordance with Section 15 of the P-37 contract.

Contractor Initials: JUB

Date: 24 Oct 2023

- Provide certificate of insurance with the minimum limits required as described above.

**IF AWARDED A CONTRACT,** The Contractor must complete the following sections of the attached Agreement State of New Hampshire Form #P-37;

Section 1.3 Contractor(s) Name  
 Section 1.4 Contractor(s) Address  
 Section 1.11 Contractor(s) Signature  
 Section 1.12 Name & Title of Contractor(s) Signor  
 Section 1.13 Acknowledgements  
 Section 1.13.1 Signature of Notary Public or Justice of the Peace  
 Section 1.13.2 Name & Title of Notary or Justice of the Peace

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- Provide certificate of insurance with the minimum limits required as described above.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

**PUBLIC DISCLOSURE OF BID SUBMISSIONS:**

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Contractor as confidential.

Any and all information contained in or connected to a bid or proposal that a Contractor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal, or related material, which is not so marked. Marking an entire bid, proposal, attachment, or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State.

Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Contractors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Contractor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Contractor of the date it plans to release the materials. The State is not obligated to comply with a Contractor's designation regarding confidentiality.

By submitting a bid or proposal, the Contractor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Contractor.

**CONTRACTOR(S) OPPORTUNITY:**

Contractor(s) may also make site visits to any location they chose to bid on if applicable. Contractor(s) are responsible for having ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites knowledge of conditions affecting delivery performance. The act of submitting a bid is to be considered in full acknowledgment that the Contractor(s) is familiar with the conditions and requirements of these specifications.

Contractor Initials: JWB

Date: 24 Oct 2023

### CONTRACTOR CERTIFICATIONS:

**ALL** Contractors **SHALL** be duly registered as a Contractor authorized to conduct business in the State of New Hampshire. Contractors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE CONTRACTOR APPLICATION:** Contractor **SHALL** have a completed Contractor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Contractor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Contractor will have signed by each of its employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

### CONTRACTOR'S RESPONSIBILITY:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation (i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Contractor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page. This request for Bid and any addenda to this bid invitations are advertised / posted at the following website: <http://admin.state.nh.us/purchasing/index2.asp>

- It is a prospective Contractor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Contractor(s)'s responsibility to access our website for any posted addendum.
- The website is updated several times per day; it is the responsibility of the prospective Contractor(s) to access the website frequently to ensure no bidding opportunity or addenda are overlooked.
- It is the prospective Contractor's responsibility to forward a signed copy of any associated addenda to the Bureau of Mechanical Services along with their bid response.

### OBLIGATIONS & LIABILITY OF THE CONTRACTOR:

The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

The Contractor shall take all responsibility for the work under this contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

Contractor Initials: JWG

Date: 24 Oct 2013

**INSTRUCTIONS TO CONTRACTOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation (i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Contractor Contact Information" section.

**BID SUBMITTAL**

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified.

Specifications and bid forms may be obtained from Mechanical Services at the address below or at the following website link. [http://www.admin.state.nh.us/purchasing/bids\\_posteddate.asp?sort=PostedDate%20DESC](http://www.admin.state.nh.us/purchasing/bids_posteddate.asp?sort=PostedDate%20DESC)

Bids shall be placed in two envelopes, with the inner envelope sealed and plainly marked

**"Bid for - Truck Painting Services" RFB - DOT-2024-06 Mechanical Services"**

Addressed to:

NH - DOT Bureau of Mechanical Services,  
PO Box 483, 33 Smokey Bear Boulevard  
Concord, New Hampshire 03302-0456

Sealed bids shall be received and deposited in the bid box at the **33 Smokey Bear Boulevard, Concord office of The Bureau of Mechanical Services prior to 10:00 AM EST, prevailing time on 9/6/2023**, at which time they will be opened. It shall be the Contractor's responsibility to ensure the bid is deposited as specified. Bids delivered to the Bureau of Mechanical Services by alternative means, FAX, MAIL ETC... are submitted at the sole risk of the Contractor. The Department will not accept responsibility for any reason if the bid is not deposited in the bid box by the specific time and date. Bids received after the time for opening bids will not be considered.

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for supplying the State of New Hampshire Department of Transportation, Bureau of Mechanical Services with the service(s) indicated in the "Offer" section of this bid invitation to be requested as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract.

**CONTRACT TERM:**

Any resulting contract (s) for service shall commence upon approval by Governor and Council for a term of approximately one (1) year beginning approximately December 1, 2023 through November 30, 2024.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Contractor a thirty (30) day written notice.

**REQUEST FOR CHANGES AND/OR CLARIFICATION:**

Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid Number, the Contractor's name and address and the name of the person submitting the question. Any requested changes to this bid invitation by the Contractor must be received in writing at the Bureau of Mechanical Services no later than 3:30 PM on the (5<sup>th</sup>) fifth business day **prior** to the date of the bid opening. Questions must be submitted by E-mail to Tara Merrifield at the following address: [Bureau38@dot.nh.gov](mailto:Bureau38@dot.nh.gov)

**SITE VISITATION**

Prior to bidding, it is each Contractor's responsibility to become thoroughly familiar with the intended service, to determine everything necessary to accomplish the service. Contact **Tara Merrifield at 603-271-3721** to make an appointment to view the aerial lifts. Failure of the Contractor to make a site visit does not relieve the Contractor of responsibility to fully understand what is necessary to accomplish a successful and complete installation.

**ADDENDUM:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the Bureau of Mechanical Services will post on the state's web site any Addenda. Before your submission, always check

Contractor Initials: JNB

Date: 24 Oct 2023

the site for any addenda or other materials that may have been issued affecting the bid. The web site address is [www.admin.state.nh.us/purchasing/bids](http://www.admin.state.nh.us/purchasing/bids).

**BID PRICES:**

Bid prices must be in US dollars and must include all costs required by this bid invitation. Bid prices should result in prices that are no higher than those charged to the Contractor's best/preferred customer. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time.

**BID AWARD:**

The award of the bid will be based upon **THE TOTAL LOW BID MEETING ALL SPECIFICATIONS** from the listing of the items indicated in the "Exhibit B" of this bid invitation. Successful Contractor will not be allowed to require any other type of order, nor will the successful Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of an NH DOT Contract.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results will not be given by telephone. For Contractors wishing to attend the bid opening: Bid results will be made public after final approval of the contract(s).

**BID OPENING:**

Contractors wishing to attend the bid Opening: Only the names of the Contractors submitting responses will be made public.

**BID RESULTS:**

Bid results may also be viewed on our website at <http://www.state.nh.us/purchasing/bid.asp>.

**ABILITY TO PROVIDE:**

Successful Contractor must be capable of providing the State of New Hampshire, Department of Transportation with their entire requirements of the repair services as required in this bid invitation and any resulting contract without any delay or substitution. **Contractor's location shall be within a 25-mile radius of the address shown below.**

**Bureau of Mechanical Services, 33 Smokey Bear Boulevard Concord, New Hampshire 03302-0456**

**ESTIMATED CONTRACT VALUE:**

The annual value of the contract is estimated to be **\$20,000.00 per year**. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. The state reserves the right to add or remove aerial lifts to be inspected or repaired from the list indicated in Exhibit B, due to the possibility of units being added or removed from service during the contract period. Actual contract value will be dependent upon work required.

**SPECIFICATION COMPLIANCE:**

Contractor's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications 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.

**CONTRACTOR CONTACT INFORMATION:**

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

Joe GRIGASON Ed IRWIN  
Contact Person

603 224 1145  
Local Telephone Number

\_\_\_\_\_  
Toll Free Telephone Number

603 224 9006  
Fax Number

JWfloat@conest.net  
E-mail Address

WWW.JWfloat.com  
Company Website

EIRWIN.JWfloat@conest.net

Contractor Initials: JWG

Date: 24 Oct 2023

**EXHIBIT B**  
**SCOPE OF SERVICES**

**PERFORMING SERVICES:**

The purpose of this contract is to paint 4/6 cubic yard and/or 10/12 cubic yard dump bodies, sub-frames, ladders, and wheel chock holder units. These components are mounted on 36,000-pound or 55,000-pound 2022 International chassis.

**TRUCK BODY SPECIFICS**

1. 36,000-pound chassis –2023 International HV507 – 4x2 to include 4/6 cubic yard Everest body per specifications
  2. 55,000-pound chassis –2023 International HV513 – 4x2 to include 10/12 cubic yard Everest body per specifications
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**REQUIREMENTS**

- The Bureau of Mechanical Services personnel will be responsible for transportation of trucks to and from the Contractor's location.
- All work shall be performed at the Contractor's location.
- The Contractor will remove the ladder and mud flaps.
  - The Contractor shall prime and paint these components black and reinstall up on completion of the painting of the dump body.
- The Contractor will be responsible, by industry standards, to paint the dump body and wheel chock holders orange and paint the underbody, sub-frame black.
  - This shall include but not be limited to sanding the dump body, washing the truck, taping off vehicle to prevent over-spray and touching up any unprotected part of the frame with black.
- Each truck will be completed in eight (8) working days or less (Monday – Friday, excluding observed holidays).
- The Bureau of Mechanical Services personnel will inspect, approve, and accept the Contractor's work, prior to making payment.
- The Contractor's location must be within a 25-mile radius of the Bureau of Mechanical Services, 33 Smokey Bear Blvd. Concord, NH.
- All interested Contractors are encouraged to contact NH DOT – Bureau of Mechanical Services to view indicative truck/body combinations prior to submitting an offer. Please contact the Bureau at 603-271-3721 and ask for Tara Merrifield.

**PAINT PRODUCTS UTILIZED**

NOTE: The NHDOT Bureau of Mechanical Services will supply the paint, primer, activator, and reducer for the painting of the contracted vehicles. Paint products provided as requested by awarded Contractor. Contractor shall maintain enough paint product in inventory to paint contracted trucks without product availability delay. Paint products left over after the completion of the contract painting shall be returned to NHDOT Bureau of Mechanical Services. All other preparation and painting materials and equipment (i.e., tarps, covers, masking materials, sandpaper, etc.) shall be the Contractor's responsibility and cost.

**PAINT PRODUCTS TO BE PROVIDED**

**Primer:**

- PPG Commercial Performance Coatings – CRE211 Primer Activator
- PPG Commercial Performance Coatings – CRE321 Gray Epoxy Primer

**Paint – Orange**

- PPG Commercial Performance Coatings – AUE300 Orange Single Stage Topcoat (Signal Orange)
- PPG Commercial Performance Coatings – GXH1086 Orange Urethane Hardener

**Paint – Black**

- PPG Delfleet Essential – ESH200 Single Stage Hardener
- PPG Delfleet Essential – ESM125 Opal Black
- PPG Delfleet Essential – ESX20 – Black Activator

Contractor Initials: JWG

Date: 24/04/2023

**WARRANTY REQUIREMENTS**

Contractor shall provide a one (1) year warranty on painting related priming and painting work against solvent  
bleeding, peeling, hazing and excessive loss of pigmentation. The Contractor will re-prime and repaint the specific  
section or sections of the vehicle warranted hereby (excluding rust repair), at its sole option, when claim is made within  
warranted period, unless caused by or damaged resulting from unreasonable use, maintenance, or care of the vehicle.

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Contractor Initials: JWG

Date: 24 Oct 2023

**EXHIBIT C- OFFER SECTION  
TRUCK PAINTING SERVICES**

**PAINT PRICING**

Pricing below shall be based on the quantities listed below. These quantities shall be considered a maximum figure, not a minimum or guaranteed figure.

1. **18 each** 36,000# truck/body combinations
2. **2 each** 55,000# truck/body combinations

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The vendor agrees to provide this service to the NHDOT Bureau of Mechanical Services at the following prices:

1. Offered price for 36,000# truck with 4/6 cubic yard dump body per specifications = \$ 41,500.00 EA
2. Offered price for 55,000# truck with 10/12 cubic yard dump body per specifications = \$ 47,500.00 EA

**INVOICING:**

Invoicing shall be submitted to the Agency Remit Account for each order completed. Invoices shall clearly indicate the license plate number of the vehicle ("H" number), date of service, labor, and total due. Invoice payment terms shall be net thirty (30) days from receipt of invoice.

**INVOICING – STATUS / COMMUNICATION / TIME**

Once all work is complete and the vehicle 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

Contractor Initials: JWG

Date: 24 Oct 2013