



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

199

MAC

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

August 30, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive Sole Source** amendment to an existing contract (Contract #8003062) with Allen Mello Companies LLC., (VC #161520), Nashua, NH, for MOPAR Replacement Parts by exercising a contract renewal option by increasing the price limitation by \$850,872.81 from \$700,000 in an amount up to and not to exceed \$1,550,872.81 and extending the completion date from March 31, 2025, to March 31, 2026, effective upon Governor and Executive Council approval. The original contract was approved by the Commissioner of the Department of Administrative Services on May 23, 2022.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This amendment is **Retroactive** because following an investigation into the contract usage reporting and BoPP end-user research, it was revealed that the price limitation previously agreed upon by the Department of Administrative Services and Allen Mello Companies LLC., had been exceeded, with an additional eight (8) months remaining of the original contract term. This amendment is **Sole Source** because the requested increase to the current limitation exceeds 10% of the original contract price limitation amount.

As previously stated, the original contract was approved by the Commissioner of Administrative Services on May 23, 2022. The approval of this contract extension and price limitation increase will maintain firm fixed pricing discounts for the supply and delivery of MOPAR replacement parts for an additional year. The current price limitation of this contract is \$700,000 with a spend to date of \$717,627.52. With the intention to exercise one of the one-year renewal options on this contract, the price limitation must be increased. The forecasted spend is calculated from actual expenditures in business intelligence reports for the last 18 months, providing a more accurate estimation of spend.

Contract financials	
Current limitation	\$ 700,000.00
Current spend (for reference)	\$ 717,627.52
Remaining limitation balance	\$ (17,627.52)
Increase to cover one year extension	\$ 850,872.81
Recommended new limitation	\$ 1,550,872.81

Based on the foregoing, I am respectfully recommending approval of the **Retroactive Sole Source** amendment with Allen Mello Companies LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Financial Analysis

Contract Description	MOPAR Replacement Parts	Agency	DAS
Contract #	8003062	Agent Name	Abbie Joy

Financial Analysis of Contract Expenditures			
Current CPL	\$700,000.00	Date of calculations	7/12/2024
Current spend	\$717,627.52	Contract start date	5/23/2022
Balance remaining (\$)	-\$17,627.52	New contract end date	3/31/2026
Balance remaining (%)	-2.52%	Days remaining	627
Avg monthly spend	\$39,868.20	Month remaining	20.90
		Months elapsed	18.00
Additional funds needed for term	\$833,245.29	Remainder of Term (%)	44.53%
Total spend extrapolation	\$1,550,872.81		
Increase needed	\$850,872.81		
New CPL	\$1,550,872.81		

Special Notes
<p>The approval of this contract extension and price limitation increase will maintain firm fixed pricing discounts for the supply and delivery of MOPAR replacement parts for an additional year. The current price limitation of this contract is \$700,000 with a spend to date of \$717,627.52. With the intention to exercise one of the one-year renewal options on this contract, the price limitation must be increased. The forecasted spend is calculated from actual expenditures in business intelligence reports for the last 18 months, providing a more accurate estimation of spend.</p>



FIRST AMENDMENT TO THE CONTRACT BETWEEN
ALLEN MELLO COMPANIES LLC.
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR MOPAR REPLACEMENT PARTS
CONTRACT # 8003062

This First Amendment (hereinafter referred to as the "Amendment"), dated this 24th day of July, 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Allen Mello Companies LLC. hereinafter referred to as "the Contractor") for MOPAR replacement parts.

WHEREAS, pursuant to an agreement effective May 23, 2022, set to expire March 31, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to provide MOPAR replacement parts for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 15 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 March 31, 2026
2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$1,550,872.81
3. Amend Exhibit C, Contract Price: Replace with the following:
\$1,550,872.81
4. All other provisions of the Agreement, approved by the Commissioner of Administrative Services on May 23, 2022, shall remain in full force and effect.

ALLEN MELLO COMPANIES LLC.

By: [Signature]
Allen S. Mello
(Print Name)

Title: Vice President

Date: 8/1/24

STATE OF NEW HAMPSHIRE

By: [Signature]
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 8-8-24

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General

Date: August 12, 2024

The foregoing contract was approved by the Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

Contractor Initials: [Signature]
Date: 8/1/24

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 ALLEN MELLO COMPANIES LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 14, 1982. 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: 59294

Certificate Number: 0006741614



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 24th day of July A.D. 2024.

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

David M. Scanlan
Secretary of State

Limited Partnership or LLC Certification of Authority

I, Allen J. Mello Sr., hereby certify that I am the sole Partner, Member or Manager and the sole officer of Allen Mello Companies LLC, a limited liability partnership under RSA 304-B, 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: 8/14/2024

ATTEST:



(Name & Title) MANAGER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/10/2023

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
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER

PHONE (A/C, No, Ext): 888-333-4949

FAX (A/C, No): 507-446-4664

E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FEDERATED MUTUAL INSURANCE COMPANY

13935

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
ALLEN MELLO COMPANIES LLC
13 MARMON DR
NASHUA, NH 03060-5205

362-353-5

COVERAGES

CERTIFICATE NUMBER: 22

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6104192	09/01/2023	09/01/2024	EACH OCCURRENCE	\$500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	EXCLUDED
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$500,000	
	OTHER:						GENERAL AGGREGATE	\$1,000,000	
							PRODUCTS & COM/OP AGG	\$1,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)		
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)		
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per Accident)		
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per Accident)		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			6104194	09/01/2023	09/01/2024	EACH OCCURRENCE	\$10,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE		
	DED <input type="checkbox"/> RETENTION								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.I. EACH ACCIDENT		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE		
							E.I. DISEASE - POLICY LIMIT		
A	AUTO DEALER LIABILITY			6104192	09/01/2023	09/01/2024	AUTO LIAB - EA ACCIDENT	\$500,000	
							GENERAL LIABILITY		
							- EACH ACCIDENT	\$500,000	
							- AGGREGATE	\$1,000,000	

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

CERTIFICATE HOLDER

362-353-5
STATE OF NEW HAMPSHIRE, ADMINISTRATIVE SERVICES
BUREAU OF PURCHASE AND PROPERTY
25 CAPITOL ST RM 102
CONCORD, NH 03301-6312

22 0

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

**CERTIFICATE OF COVERAGE
WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

THIS CERTIFIES THAT THE BUSINESS ENTITY LISTED BELOW HAS WORKER' COMPENSATION COVERAGE REQUIRED BY THE NEW HAMPSHIRE WORKERS' COMPENSATION STATUE PURSUANT TO THE TERMS AND CONDITIONS OF THE NEW HAMPSHIRE AUTOMOBILE DEALERS' ASSOCIATION WORKERS' COMPENSATION TRUST AGREEMENT AND SPECIFIC EXCESS WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY ISSUED TO THE TRUST BY SAFETY NATIONAL CASUALTY CORPORATION.

PARTICIPATING MEMBER:
Allen Mello Companies, LLC
13 Marmon Drive
Nashua NH 03060

COVERAGE PROVIDED BY:

NEW HAMPSHIRE AUTO DEALERS WCT
507 SOUTH STREET
BOW, NH 03304
603-224-2369

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFESSES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

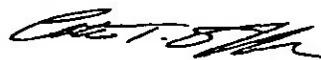
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE MM/DD/YY	POLICY EXPIRATION MM/DD/YY	LIMITS
WORKERS' COMPENSATION & EMPLOYERS LIABILITY	SP 4067734 -00180	1/01/2024	- 01/01/2025	Per Disease \$2,000,000 Per Accident \$2,000,000 Per Employee \$2,000,000
ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER /MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				

EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

CANCELLATION: TERMINATION OF THIS CERTIFICATE WILL BE MADE BY CERTIFIED MAIL TO THE MEMBER PURSUANT TO THE REQUIREMENTS OF THE NEW HAMPSHIRE WORKERS' COMPENSATION STATUE AND THE NEW HAMPSHIRE AUTOMOBILE DEALERS ASSOCIATION TRUST AGREEMENT. SHOULD THE ABOVE POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NHADA-WCT WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON NHADA-WCT.

CERTIFICATE HOLDER

 BY:



WC DIRECTOR-AUTHORIZED REPRESENTATIVE

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: May 2, 2022

CONTRACT FOR: Mopar Repair Parts

CONTRACT #: 8003062

COMMODITY/NIGP CODE: 060*

CONTRACTOR: Allen Mello

VENDOR CODE #: 161520

SUBMITTED FOR ACCEPTANCE BY:



cn=Jeffrey A Haley, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Jeffrey.A.Haley@das.nh.gov,
c=US
Date: 2022.05.02 14:42:39 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Mathew.T.Stanton@das.nh.gov,
ou, c=US
Date: 2022.05.16 09:28:35 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,
o=Department of Administrative
Services, ou=Division of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.gov,
v, c=US
Date: 2022.05.18 15:31:13 -04'00'

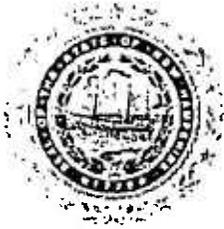
GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5/23/22



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
Office@dase.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

Sheri L. Rockburn
Assistant Commissioner
(603) 271-3204

DAS Commissioners Office
State House Annex
25 Capitol Street
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a statewide contract with Allen Mello Companies LLC. (VC#161520) of 13 Marmon Drive, Nashua, NH 03060, in the amount of \$700,000.00 for Mopar repair parts. The term shall be effective upon Commissioner Approval through 03/31/2025 with the option to extend for two (2) additional one-year extension terms.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued Request for Bid 2592-22 for Mopar Repair Parts on 03/15/2022 with responses due on 03/30/2022. There were four (4) compliant responses received with Allen Mello Companies LLC submitting lowest compliant pricing for section 1 and the highest percent discount for Merrimack, Strafford, Hillsborough and Rockingham counties.

This contract provides Mopar repair parts to agencies and eligible participants Statewide. The State of New Hampshire has a considerable fleet of Dodge Chargers and other Dodge vehicles.

FINANCIALS

The following contract for Mopar Repair Parts represents an 8% decrease from 40% to 32% in the overall discount over the past contract. The fixed item pricing parts are completely new compared to the previous contract and cannot be compared against each other.

Financial Data:

Price Limitation Spend (3 Year); \$700,000.00

Prior Contract Annual Spend; \$211,173.12

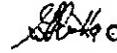
Prior Contract Term Spend (3 Year); \$633,519.35

Projected New Contract Annual Spend: \$228,066.97
Projected New Contract Term Spend (3 Year): \$684,200.90

CLOSING

Based on the foregoing, I am respectfully recommending approval of the contract with Allen Mello Companies, LLC.

Respectfully submitted,



D:\s\Gary S. Lunetta, on\Department
of Administrative Services, on\Division
of Procurement Support Services;
mailto:Gary.S.Lunetta@das.nh.gov;
caUS
Date: 7/22/05 11:15:22 -0400

Gary S. Lunetta
Director Division of Procurement &
Support Services



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Mopar Replacement	Agency:	Statewide
Bid #	RFB 2592-22	Requisition: #	Statewide Contract Bid
Agent Name	Jeff Haley	Bid Closing:	3/30/22 @ 10:30 AM

PART 1 CONCORD AREA

VENDOR	PRICE	DISCOUNT %
Allen Mello Companies	\$1,841.03	32%
TransAxle	\$2,030.55	25%
Crosstown Motors	\$2,161.12	20%
Gillie Hyde Ford	No Bid	No Bid

PART 2 COUNTIES

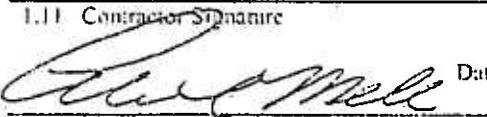
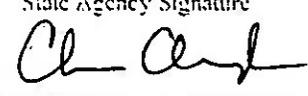
COUNTY	Allen Mello Companies	TransAxle	Crosstown Motors	Gillie Hyde Ford
COOS COUNTY	20%	25%	20%	21%
GRAFTON COUNTY	20%	25%	20%	21%
CARROLL COUNTY	20%	25%	20%	21%
SULLIVAN COUNTY	20%	25%	20%	21%
MERRIMACK COUNTY	32%	25%	20%	21%
BELKNAP COUNTY	20%	25%	20%	21%
STRAFFORD COUNTY	32%	25%	20%	21%
CHESHIRE COUNTY	20%	25%	20%	21%
HILLSBOROUGH COUNTY	32%	25%	20%	21%
ROCKINGHAM COUNTY	32%	25%	20%	21%

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

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Allen Mello Companies, LLC VC#161520		1.4 Contractor Address 13 Marmon Drive, Nashua, NH 03060	
1.5 Contractor Phone Number 603-897-6631	1.6 Account Number Various	1.7 Completion Date March 31, 2025	1.8 Price Limitation \$700,000.00
1.9 Contracting Officer for State Agency Jeff Haley		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 4/18/22		1.12 Name and Title of Contractor Signatory ALLEN J. MELLO OWNER	
1.13 State Agency Signature  Date: 5/23/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 4/18/22

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.2 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-e or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials *PLM*
Date *4/10/20*

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

Page 3 of 13

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

Contractor Initials

PJM

Date *4/10/02*

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. **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.

15. **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.

16. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

17. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

18. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

19. **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.

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

21. **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.

22. **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.

Contractor Initials RLM
Date 4/17/22

**EXHIBIT B
SCOPE OF WORK**

1. EFFECTIVE DATE

The Contract term shall commence upon execution by the Commissioner of the Department of Administrative Services (the "Effective Date") and shall continue thereafter through March 31, 2025, a period of approximately three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Work
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2592-22

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) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Work," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2592-22."

3. SCOPE OF WORK

Contractor shall provide:

Stock the listed parts in Exhibit C 2. Pricing Structure.

4. ABILITY TO PROVIDE

Contractor shall provide the State agencies and eligible participants with their entire requested amount of the items required in this Contract without any delay or substitution.

5. WARRANTY REQUIREMENTS

The Contractor shall provide warranties on all equipment/items provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

6. ORDERING PROCEDURE

State agencies shall place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants shall utilize their own individually established ordering procedures.

RCM
4/18/22

7. USAGE REPORTING

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Purchasing Agent Name and sent electronic to PurchasingAgent@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - o Percentage of recycled materials contained within finished products
 - o Percentage of waste recycled throughout the manufacturing process
 - o Types and volume of packaging used for transport
 - o Any associated material avoided and/or recycled as applicable under contract
 - o A standardized reporting form will be provided after contract award
- Total Cost of all Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

8. ACCOUNT COMMUNICATION & ESCALATION

All communication regarding account details including but not limited to, shipping and receiving, invoice reconciliation, product availability, etc. shall be handled directly with the State agency contact assigned. If for any reason a resolution cannot be met at an agency level the Contractor agrees to escalate the concern to the Bureau of Purchase and Property prior to imposing any restriction or hold on the account in question.

9. RETURNED GOODS

The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges; and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

10. DELIVERY

Contractor is responsible for Good(s) delivery until the goods are delivered and accepted by the State. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Delivered goods that do not conform to the specifications or are not in good conditions upon receipt shall be replaced promptly by the Contractor.

DELIVERY TIME: - PART 1

The successful Contractor shall be required to stock the listed parts in this contract invitation and deliver the items according to the following schedule. FOR DEPARTMENT OF SAFETY AND OTHER AGENCIES IN CONCORD

Contractor Initials RLM
Date 4/17/20

N.H. – PART 1

STOCK ITEMS: The successful Contractor will be required to accomplish delivery of any stock items ordered under the contract as follows:

If an order is placed for stock items before 10 AM, they shall be delivered the same day before 1:00 PM. Orders placed after 10 AM will be delivered the next business day morning. Non-stocked product items ordered under the contract shall be delivered within two (2) BUSINESS days (EXCEPT FOR FACTORY BACK ORDERS) from the receipt of the order.

DELIVERY TIME- PART 2 - ALL STATE AGENCIES - ALL COUNTIES

All State agencies may pick-up items at the Contractor's location using the contract pricing schedule and discounts. Deliver shall be free of charge within three (3) business days from the receipt of the order.

EXPRESS SHIPPING CHARGES

The State of New Hampshire will be responsible for paying EXPRESS shipping charges on "NON-STOCK" or "SPECIAL ORDER" items not usually stocked by the Contractor if the requester deems the item urgent and approves the use of express shipping.

The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

11. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all items strictly pursuant to, and in conformity with this contract which resulted from RFB 2592-22.

It is the responsibility of the Contractor to maintain this State Contract and New Hampshire Contractor Registration with up to date contact information.

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://des.nh.gov/purchasing/Contractorregistration/\(\\$a0fzcv55ahcecs45ipvc5i45\)!/welcome.aspx](https://des.nh.gov/purchasing/Contractorregistration/($a0fzcv55ahcecs45ipvc5i45)!/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.

12. DEPARTMENT, 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.

Contractor Initials

PLM

Date

4/11/22

13. 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.

Contractor Initials *RLM*
Date: 4/19/23

EXHIBIT C
METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor shall provide the items specified in Exhibit B in the amount not to exceed the Price Limitation of \$700,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

Line Item prices identified in this Agreement shall remain firm for the entire term of the Contract and shall be in US dollars and include delivery and all other costs. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Unless otherwise specified in purchase orders, contractor shall deliver all goods/products F.O.B. DESTINATION, which means delivered to a State agency's receiving facility or other designated point as specified in this Contract or subsequent purchase orders without additional charge. No charge for packing, shipping, or for any other purpose will be allowed over and above the price specified in this Agreement. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Line Price decreases shall become effective immediately as they become available to the Contractor.

PRICE ADJUSTMENTS

The DISCOUNTS shall remain firm for the entire term of the contract and any extension thereof and shall include delivery and all other charges. Price increases are acceptable as the Mopar manufacturer's list price schedule changes, but the discounts will remain firm. Contract prices shall be in US dollars and shall include delivery and all other costs required by this contract. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your contract price at the time of the contract. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price contract), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

AM

4/18/22

2. PRICING STRUCTURE:

PART 1 CONCORD AREA	% DISCOUNT
Show One Firm Discount for Balance of Product Line from Mopar Manufacturers List Price Schedule	32%

PART #	DESCRIPTION	UNIT PRICE AFTER DISCOUNT
4805742AC	Nozzle	S 40.53
5013470AE	Transmission Filter	S 36.35
5179267AD	Transmission Filter	S 26.21
6509424AA	Nut	S 12.65
6510416AA	Nut	S 5.00
52020887AC	Vapor Canister	S 97.24
68164798A3	Speed Sensor	S 103.36
68164799A3	Speed Sensor	S 102.58
68184908AC	Inlet Hose	S 47.02
68194962AA	Fan Clutch	S 180.20
68224236AE	Bolt	S 3.09
68323675AC	Fuel Tank	S 271.32
68353357AA	Stud	S 1.16
68360831AB	Fender	S 271.32
68384207AA	Lower Grille	S 45.56
68387005AC	Wiring, Jumper	S 24.07
68437008AA	Wiring, Jumper	S 57.05
6QB37TZZAB	Front Bumper	S 516.12

PART 2 COUNTIES	
COUNTY	DISCOUNT %
MERRIMACK COUNTY	32.00%
STRAFFORD COUNTY	32.00%
HILLSBOROUGH COUNTY	32.00%
ROCKINGHAM COUNTY	32.00%

CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

The items herein include the items most commonly purchased by State. During the term of this Contract, the State may purchase other items in relation to Mopar Replacement Parts from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "1. Contract Price".

3. MINIMUM ORDERS

There will be no minimum order whether in item quantity or dollar value associated with this Contract.

Contractor Initials *BAM*
 Date *4/18/00*

4. INVOICE

All invoices must list Contract Number, Purchase Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted in this contract or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted by the State or the invoice has been received at the agency business office, whichever is later.

4. PAYMENT

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

Contractor Initials

PEM

Date

4/18/22

EXHIBIT D

RFB 2592-22 is incorporated here within.

Contractor Initials RLM
Date 4/11/22

CORPORATE RESOLUTION
OF
ALLEN MELLO COMPANIES, LLC

The undersigned, being the Vice President of the Allen Mello Companies, LLC, a New Hampshire Limited Liability Company, does hereby certify that at a meeting of the Shareholders of said Limited Liability Company on April 18, 2022, at which a quorum was present, the Shareholders have agree to enter into a certain Agreement with the State of New Hampshire pursuant to the terms and conditions set forth in a Service Contract for Mopar Parts Replacement parts, RFB 2592-22, a/k/a P-37 Agreement dated April 18, 2022.

Now and therefore, be it Resolved that the Shareholders authorize Allen J. Mello Sr., Vice President, and Shareholder, to act on behalf of the "Allen Mello Companies, LLC" and to enter into the agreement between the State of New Hampshire and the Limited Liability Company, and to sign for and perform any and all responsibilities in relation to such agreement.



Allen J. Mello Sr
Vice President

On this 18th day of April, 2022 before me, the undersigned notary public, personally appeared ALLEN J. MELLO SR., proved to me through satisfactory evidence of identification, which was, Driver's License, to be the person whose name is signed above, and swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/ her knowledge and belief.

Richard P. Logan
Signature of Notary Public

October 31, 2023
My Commission Expires

Place notary seal above

New Hampshire Automobile Dealers Association
507 South Street
Bow, NH 03304
Phone: 603-224-2369

CERTIFICATE OF COVERAGE
WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

This certificate is issued to:

Allen Mello Companies, LLC
13 Marmon Drive
Nashua, NH 03060

This certifies that the above business entity has Workers' Compensation Coverage required by the New Hampshire Workers' Compensation statute pursuant to the terms and conditions of the New Hampshire Automobile Dealers Association Workers' Compensation Trust Agreement and the Specific Excess Workers' Compensation and Employers' Liability policy issued to the Trust by:

Safety National Casualty Corporation
Policy Number SP 4054399.

The limits of liability under this certificate for Employers' Liability coverage are \$2,000,000 per employee, per accident, per disease.

The coverage for the above entity is effective 11/1/1982 through an indefinite expiration date. The policy term for the excess coverage is 1/1/2022 through 1/1/2023. Termination of the certificate will be made by certified mail pursuant to the requirements of the New Hampshire Workers' Compensation statute and the New Hampshire Automobile Dealers Association Trust Agreement.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFESSES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED ABOVE.

N.H. AUTOMOBILE DEALERS ASSOCIATION WORKERS' COMPENSATION TRUST

By Peter Skoffler
DIRECTOR OF WORKERS' COMPENSATION



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Mopar Replacement	Agency:	Statewide
Bid #	RFB 2592-22	Requisition #	Statewide Contract Bid
Agent Name	Jeff Halsey	Bid Closing:	3/30/22 @ 10:30 AM

PART 1 CONCORD AREA

VENDOR	PRICE	DISCOUNT %
Allen Mello Companies	\$1,841.03	32%
TransAxle	\$2,030.55	25%
Crosstown Motors	\$2,161.12	20%
Gillie Hyde Ford	No Bid	No Bid

PART 2 COUNTIES

COUNTY	Allen Mello Companies	TransAxle	Crosstown Motors	Gillie Hyde Ford
COOS COUNTY	20%	25%	20%	21%
GRAFTON COUNTY	20%	25%	20%	21%
CARROLL COUNTY	20%	25%	20%	21%
SULLIVAN COUNTY	20%	25%	20%	21%
MERRIMACK COUNTY	32%	25%	20%	21%
BELKNAP COUNTY	20%	25%	20%	21%
STRAFFORD COUNTY	32%	25%	20%	21%
CHESHIRE COUNTY	20%	25%	20%	21%
HILLSBOROUGH COUNTY	32%	25%	20%	21%
ROCKINGHAM COUNTY	32%	25%	20%	21%