



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

September 11, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Allen Mello Companies LLC (VC#161520), Nashua, NH in an amount up to and not to exceed \$2,400,000.00 for MOPAR (Motor and Parts) Replacement Parts with the option to extend up to an additional two years, effective upon Governor and Executive Council approval March 31, 2029.

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 purpose of this requested contract is to provide agencies with access to original equipment manufacturer (OEM) parts that may be needed to repair and maintain vehicles within the state's fleet. MOPAR replacement parts are components made specifically for Chrysler, Dodge, Jeep, and Ram vehicles to ensure proper fit and reliable performance. These parts are designed to meet the original manufacturer's standards. They are used for a wide range of automotive repairs and maintenance, from engine components to exterior features, helping keep vehicles operating safely and efficiently because they are built to the manufacturer's requirements. MOPAR parts are widely trusted for their durability, compatibility, and consistent performance. The primary users for this contract are the Dept. of Transportation and Dept. of Safety. Approval of the proposed contract will ensure Automotive MOPAR replacement parts are available to the agencies for efficient fleet safety and operations.

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property, issued Request for Bid (RFB) 3108-26 to obtain competitive pricing for Automotive MOPAR replacement parts on February 4, 2026. This RFB received one compliant response from Allen Mello Companies LLC. Follow-up inquiries were sent to vendors who chose not to participate in the bid solicitation, and two (2) responses were received. Holman and Omni Services both indicated they were unable to provide the required products.

This contract reflects a projected contract term spend of \$1,762,053.81. The requested price limitation of \$2,400,000.00 will cover the full term of the contract and includes approximately 35% for automotive products not specifically listed in the contract that may be purchased from their balance of product line.

The following table represents a summary of the amount necessary to accommodate the requested contract. A detailed bid tabulation is attached for reference.

Contract Financial Summary	
Estimated annual spend	\$587,351.27
Estimated 3-year term spend	\$1,762,053.81
Add balance of product line (Approximately 35%)	\$637,946.19
Requested price limitation	\$2,400,000.00

Based on the foregoing, I respectfully recommend approval of the contract 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

RFB Bid Summary

Bid Description	Automotive MOPAR Replacement	Agency	Statewide
RFB#	3108-26	Requisition#	N/A
Agent Name	Michelle Parent	Bid Closing	2/4/26 @ 11:00 AM

Indicates Award: ☐

Allen Mello Companies, LLC				
PART 1 CONCORD AREA				
PART #	DESCRIPTION	LIST PRICE	% DISCOUNT	UNIT PRICE AFTER DISCOUNT
4805742AC	Nozzle	\$ 85.20	32%	\$57.94
5013470AE	Transmission Filter	\$ 74.25	32%	\$50.49
5179267AD	Transmission Filter	\$ 54.00	32%	\$36.72
6509424AA	Nut	\$ 20.25	32%	\$13.77
6510416AA	Nut	\$ 11.30	32%	\$7.68
52029887AC	Vapor Canister	\$ 388.00	32%	\$263.84
68164798AB	Speed Sensor	\$ 200.00	32%	\$136.00
68164799AB	Speed Sensor	\$ 192.00	32%	\$130.56
68184908AC	Inlet Hose	\$ 120.00	32%	\$81.60
68194962AA	Fan Clutch	\$ 479.00	32%	\$325.72
68224236AB	Bolt	\$ 7.45	32%	\$5.07
68323675AC	Fuel Tank	\$ 1,150.00	32%	\$782.00
68353367AA	Stud	\$ 2.85	32%	\$1.94
68360831AB	Fender	\$ 542.00	32%	\$368.56
68384297AA	Lower Grille	\$ 97.55	32%	\$66.33
68387005AC	Wiring, Jumper	\$ 49.20	32%	\$33.46
68437098AA	Wiring, Jumper	\$ 119.00	32%	\$80.92
6QB37TZZAB	Front Bumper	\$ 1,040.00	32%	\$707.20

PART 2 Discount % Per COUNTY									
Coos	Grafton	Carroll	Sullivan	Merrimack	Belknap	Strafford	Cheshire	Hillsborough	Rockingham
20%	20%	20%	20%	32%	20%	32%	20%	32%	32%

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	3 Years with up to 2 years extension
Number of Compliant Solicitations Received	1
Number of Sourced bidders	22
Number of NIGP Vendors Sourced	260
Number of non-responsive bidders	281
P-37 Checklist Complete	Yes
D&B Report On File	Yes
Confirmed Vendor is not debarred or suspended (Sam.gov)	Yes
Method of Payment (P-card/ACH)	Both
FOB Delivered	Yes
Special Notes:	

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 – Contract #8003814**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Allen Mello Companies LLC		1.4 Contractor Address 13 Marmon Drive Nashua, NH 03060	
1.5 Contractor Phone Number (603) 897-6631 1-800-624-2822	1.6 Account Unit and Class Various	1.7 Completion Date 3/31/2029	1.8 Price Limitation \$2,400,000.00
1.9 Contracting Officer for State Agency Gary Lunetta, Director, Division of Procurement and Support Services		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature  Date: 9-14-26		1.12 Name and Title of Contractor Signatory Allen J. Mello Sr. President	
1.13 State Agency Signature  Date: 9-21-26		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: <i>Christen Lavers</i> On: 9/24/26			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

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

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Rem
9/14/20

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

RLM
9/14/20

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. Allen Mello Companies LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with automotive MOPAR replacement parts in accordance with the bid submission in response to State Request for Bid 3108-26 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT B Scope of Services
 - 2.1.4. EXHIBIT C Method of Payment
- 2.2. 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: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," and (2.1.4.) EXHIBIT C "Method of Payment."

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence April 1, 2026, or upon execution by the Commissioner of the Department of Administrative Services, or upon approval of the Governor and Executive Council, whichever is later, through March 31, 2029.
- 3.2. The contract may be extended for up to an additional two (2) years 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, or upon approval of the Governor and Executive Council whichever is later.
- 3.3. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
- 3.4. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SPECIFICATIONS:

- 4.1. Complete specifications required are detailed in the SCOPE OF WORK section of this contract.

5. SCOPE OF WORK:

- 5.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 5.2. Make deliveries in accordance with the delivery days and timeframes set forth herein, except on holidays or at other times when the State is closed, including, but not limited to, inclement weather. All references to the time of day are Eastern Time (ET).
- 5.3. Contractor shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."
- 5.4. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of product from the carrier and placement on the State loading dock or receiving platform. The State receiving personnel are not required to assist in this process.

Reasonable compliance with delivery terms shall be final and binding and the burden of proof of proper receipt of the order shall rest with the Contractor.

- 5.5. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.
- 5.6. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, 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. No premium charges shall be paid for any off-hour work.
- 5.7. The State shall require correction of defective work or damages to any part when caused by the Contractor's employees, equipment, or supplies. The Contractor shall replace in satisfactory condition all defective product and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective product from payments to the Contractor.
- 5.8. The Contracting Officer may require the Contractor to dismiss from the work such employees as 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.
- 5.9. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 5.10. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 5.11. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 5.12. The Contractor's personnel shall be allowed only in areas where deliveries are to be made. The use of State telephones is prohibited.
- 5.13. If sub-contractors are to be utilized, please include 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.
- 5.14. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
- 5.15. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, 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. No premium charges shall be paid for any off-hour work. All references to the time of day are Eastern Standard Time (EST).
- 5.16. If sub-contractors are to be utilized, please include 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.

6. ORDERING SYSTEM:

- 6.1. If the Contractor has an online ordering system the requirements are as follows:
- 6.2. Ordering system must be web-based and accessible to the State at all times. Ordering and inventory system must be capable of electronic order approval process and must have an email-based notification function. The

ordering system must contain a field where the State can enter their 7-digit Purchase Order number. Contractor shall provide training, on-site or virtual, as requested by the State, on how to use the system at no additional cost. Preferred ordering system capabilities and functionality includes, but is not limited to:

- 6.2.1. Web-based, Inventory control capabilities
- 6.2.2. ability to interface with different point of sales systems
- 6.2.3. ability to use on multiple devices to include but not limited to tablets, iPhones
- 6.2.4. ability to include reference numbers
- 6.2.5. ability to provide a variety of reports including dashboard reporting
- 6.2.6. ability to edit, cancel orders, print orders, order tracking functionality, ability to split orders, and online help features.

7. WARRANTY REQUIREMENTS:

- 7.1. The Contractor shall be required to provide warranties on all equipment 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.

8. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 8.1. The Contractor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Contractor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.
- 8.2. The Contractor shall take full responsibility for the work to be performed pursuant to the Scope of Work included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Contractor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The Contractor shall bear all losses accruing to the Contractor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Contractor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.
- 8.3. The Contractor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Contractor's performance of the requested services shall be repaired at the Contractor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

9. RETURNED GOODS:

- 9.1. 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.
- 9.2. Standard stock products ordered in error by the State of New Hampshire 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.

- 9.3. The signature of state personnel on shipping documents shall signify the receipt but not the acceptance of the shipment signed for.

10. RECALLS:

- 10.1. Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.

11. BACKORDERS AND SUBSTITUTIONS:

- 11.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. No substitutions shall be made without the written consent of the State.
- 11.2. Items ordered but not delivered in error by the Contractor shall be credited on the next invoice or products delivered at a later date as mutually agreed upon in writing.
- 11.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.
- 11.4. Adm 606.05 states, if the Contractor fails to furnish items in accordance with all requirements or specifications of the contract or other term or condition of purchase, including delivery terms, and if the purchasing agent is, as a result thereof, compelled to purchase similar items from another source with or without competitive bidding, the original Contractor shall be liable to the state for any excess costs.

12. ENVIRONMENTALLY FRIENDLY PRODUCTS:

- 12.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:
- 12.1.1. Energy or water efficient
 - 12.1.2. Reusable
 - 12.1.3. Recyclable
 - 12.1.4. Contains postconsumer recycled materials
 - 12.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal
 - 12.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)
- 12.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties as an attachment to the contract.
- 12.3. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.
- 12.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: <https://www.epa.gov/smartway/smartway-partner-list>.

13. DELIVERY LOCATIONS:

- 13.1. The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.
- 13.1.1. Part 1 Concord NH Area
 - 13.1.2. Part 2 Awarded Counties

CEM
9/14/20

14. DELIVERY TIME:

- 14.1. The Contractor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order.
- 14.2. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

14.3. DELIVERY TIME: - PART 1

- 14.3.1. The Contractor shall be required to stock the listed parts in this contract and deliver the items according to the following schedule. FOR DEPARTMENT OF SAFETY AND OTHER AGENCIES IN CONCORD N.H. - PART 1

14.4. STOCK ITEMS:

- 14.4.1. The 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.

14.5. DELIVERY TIME- PART 2 -

- 14.5.1. ALL STATE AGENCIES - ALL COUNTIES ALL STATE AGENCIES MAY PICK-UP ITEMS AT THE CONTRACTOR'S LOCATION USING THE CONTRACT PRICING SCHEDULE AND DISCOUNTS. DELIVERY SHALL BE FREE OF CHARGE WITHIN THREE (3) BUSINESS DAYS FROM THE RECEIPT OF THE ORDER.

14.6. EXPRESS SHIPPING CHARGES

- 14.6.1. 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.

15. NON-EXCLUSIVE CONTRACT:

- 15.1. This contract is a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Contract.

16. ADDITIONAL REQUIREMENTS:

- 16.1. Emergency Plan: The Contractor shall have an emergency backup plan in place for any reason including but not limited to the event of a power outages, work stoppages, computer failures, shortages, or any other emergency. The Contractor's emergency plan must comply with the Department of Homeland Security guidelines as amended. Additional information is available in the following website address, as may be modified from time to time: <http://www.ct.gov/demhs/cwp/view.asp?a=4490&q=553258&demhsNav=142956> and <http://www.fema.gov/>.
- 16.2. The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused breach under this contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of this contract, all of which shall survive any setoffs and withholdings by the State.
- 16.3. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).
- 16.4. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the

Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

- 16.5. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 16.6. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 16.7. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 16.8. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

17. ACCOUNT REPRESENTATIVE:

- 17.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:
 - 17.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
 - 17.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.
 - 17.1.3. Provide information and product offerings to bring the latest industry ideas to the State as applicable.
 - 17.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

18. AUDITS AND ACCOUNTING:

- 18.1. The Contractor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this contract.
- 18.2. At intervals during the contract term, and prior to the termination of the contract, the Contractor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

19. USAGE REPORTING:

- 19.1. 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 to Lincoln Adams at The Bureau of Procurement & Support Services and sent electronic to Lincoln.J.Adams@DAS.NH.Gov. At a minimum, the Report shall include:
 - 19.1.1. Contract Number
 - 19.1.2. Utilizing Agency and Eligible Participant
 - 19.1.3. Services/Products Purchased (showing the manufacturer, description, item, part number, and the final cost.)
 - 19.1.4. Third-party sustainability certifications, environmental attributes, and documentation with respect to recycled content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - 19.1.4.1. Percentage of recycled materials contained within finished products
 - 19.1.4.2. Percentage of waste recycled throughout the manufacturing process
 - 19.1.4.3. Types and volume of packaging used for transport
 - 19.1.4.4. Any associated material avoided and/or recycled as applicable under contract
 - 19.1.4.5. Green Certifications for each product sold
 - 19.1.5. Total Cost of all Services/Products Purchased. Ability to sort by all categories.
 - 19.1.6. In Excel format

19.1.7. Contractor will notify The Bureau of Purchase and Property if the Price Limitation for the contract period reaches 70% of the total Price Limitation.

20. ESTABLISHMENT OF ACCOUNTS:

20.1. Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the Contractor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this contract, as if an account already exists for the agency.

21. ELIGIBLE PARTICIPANTS:

21.1. Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

22. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 22.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications under the terms of this Contract.
- 22.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.
- 22.3. 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.
- 22.4. 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\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 22.5. 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.
- 22.6. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

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

23.1. 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.

24. CONFIDENTIALITY & CRIMINAL RECORD:

24.1. 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.

25. TERMINATION:

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

EXHIBIT C - METHOD OF PAYMENT

26. CONTRACT PRICE:

26.1. The Contractor hereby agrees to provide automotive MOPAR replacement parts in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$2,400,000.00; 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.

27. PRICING STRUCTURE:

PART 1 CONCORD AREA				
BALANCE OF PRODUCT LINE from Mopar Manufacturers List Price Schedule:				% DISCOUNT
				32%
PART #	DESCRIPTION	LIST PRICE	% DISCOUNT	UNIT PRICE AFTER DISCOUNT
4805742AC	Nozzle	\$85.20	32%	\$57.94
5013470AE	Transmission Filter	\$74.25	32%	\$50.42
5179267AD	Transmission Filter	\$54.00	32%	\$36.72
6509424AA	Nut	\$20.00	32%	\$13.77
6510416AA	Nut	\$11.30	32%	\$7.68
52029887AC	Vapor Canister	\$388.00	32%	\$263.84
68164798AB	Speed Sensor	\$200.00	32%	\$136.00
68164799AB	Speed Sensor	\$192.00	32%	\$130.56
68184908AC	Inlet Hose	\$120.00	32%	\$81.60
68194962AA	Fan Clutch	\$479.00	32%	\$325.72
68224236AB	Bolt	\$7.45	32%	\$5.07
68323675AC	Fuel Tank	\$1,150.00	32%	\$782.00
68353367AA	Stud	\$2.85	32%	\$1.94
68360831AB	Fender	\$542.00	32%	\$368.56
68384297AA	Lower Grille	\$97.55	32%	\$66.33
68387005AC	Wiring, Jumper	\$49.20	32%	\$33.46
68437098AA	Wiring, Jumper	\$119.00	32%	\$80.92
6QB37TZZAB	Front Bumper	\$1,040.00	32%	\$707.20

PART 2 COUNTIES	
COUNTY	DISCOUNT %
COOS COUNTY	20%
GRAFTON COUNTY	20%
CARROLL COUNTY	20%
SULLIVAN COUNTY	20%
MERRIMACK COUNTY	32%
BELKNAP COUNTY	20%
STRAFFORD COUNTY	32%
CHESHIRE COUNTY	20%
HILLSBOROUGH COUNTY	32%
ROCKINGHAM COUNTY	32%

28. PRICE ADJUSTMENTS:

- 28.1. On the anniversary date of this contract, the Contractor(s) may request price adjustment, either upward or downward, keyed to the industry changes or general trade.
- 28.2. Written notice of a requested impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Concord, NH 03301, no less than thirty (60) days prior to the effective date (Anniversary date) of said price increase.

- 28.3. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid. Documentation of the increase from the mill or manufacturer must accompany the request to support the amount (%) of the requested increase.
- 28.4. The annual increase for any item shall not exceed 3% and in no case shall it exceed the documented percentage of increase levied on the contractor by the mill or manufacturer. Requests for price increases may only be based on increased mill or manufacturer prices and not on fuel costs, regulatory charges or any other type of surcharge or administrative cost.
- 28.5. Updated Published Price List MUST be e-mailed to Lincoln.J.Adams@DAS.NH.Gov.

29. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

- 29.1. During the term of contract, the State may purchase other items from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges.

30. INVOICE:

- 30.1. Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.
- 30.2. The Contractor shall track manufacturer discounts and/or rebates offered and provide a credit on the State's next invoice. The Contractor shall submit reports quarterly to Lincoln Adams at Lincoln.J.Adams@DAS.NH.Gov at the Bureau of Purchase and Property detailing manufacturer discounts and/or rebates paid out to the State.
- 30.3. All invoices must contain:
- 30.3.1. State of NH Contract number
 - 30.3.2. State Agency/Division/Department/Bureau
 - 30.3.3. Unit product number, item description, unit cost, extended cost and total cost.
 - 30.3.4. Orders of \$10,000.00 and above will receive a 0.50% discount off invoice.

31. PAYMENT:

- 31.1. Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>. Eligible participants shall negotiate their own payment methods with the Contractor.
- 31.2. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

State of New Hampshire

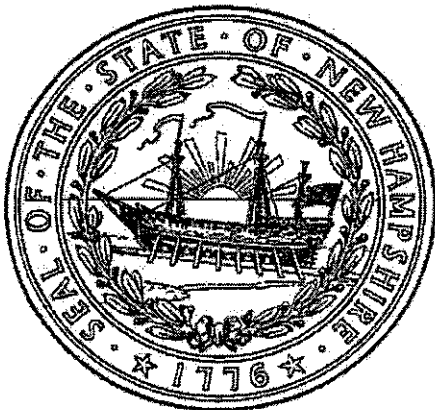
Department of State

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: 0007957692



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of June A.D. 2026.

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

David M. Scanlan
Secretary of State

Sole Proprietor Certification of Authority

I, Allen J Mello Sr., hereby certify that I am the sole proprietor of Allen Mello Companies LLC which registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business.

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 business. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 9/14/2026

ATTEST:


(Signature)



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)

08/27/2026

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 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 Ally Risk Services Inc 500 Woodward Ave Detroit, MI 48226	CONTACT NAME: Dealer Products PHONE (A/C, No, Ext): 800-729-4622 Option #4 FAX (A/C, No): 866-955-6665 E-MAIL ADDRESS: certificates@ally.com														
INSURED Allen Mello Companies LLC 13 Marmon Dr Nashua, NH 03060	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Motors Insurance Corporation</td><td>22012</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Motors Insurance Corporation	22012	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Motors Insurance Corporation	22012														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES PROD / CUSTOMER ID:

CERTIFICATE #:

REVISION #:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	GARAGE LIABILITY ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS USED IN GARAGE BUSINESS ☒ Any Auto			DPK000097002	9/1/2026	9/1/2027	<table border="1"><tr><td>AUTO ONLY (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>OTHER THAN AUTO ONLY</td><td>EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 5,000,000</td></tr></table>	AUTO ONLY (Ea accident)	\$ 1,000,000	OTHER THAN AUTO ONLY	EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 5,000,000												
AUTO ONLY (Ea accident)	\$ 1,000,000																						
OTHER THAN AUTO ONLY	EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 5,000,000																						
A	GARAGE KEEPERS LIABILITY ☐ LEGAL LIABILITY ☒ LIMITED DIRECT BASIS ☒ PRIMARY ☐ EXCESS			DPK000097002	9/1/2026	9/1/2027	<table border="1"><tr><td>☒ COMP / OTC</td><td>LOC</td><td>blkt</td><td>\$ 1,900,000</td></tr><tr><td>☐ SPECIFIED PERILS</td><td>LOC</td><td></td><td>\$</td></tr><tr><td>☒ COLLISION</td><td>LOC</td><td>blkt</td><td>\$ 1,900,000</td></tr><tr><td></td><td>LOC</td><td></td><td>\$</td></tr></table>	☒ COMP / OTC	LOC	blkt	\$ 1,900,000	☐ SPECIFIED PERILS	LOC		\$	☒ COLLISION	LOC	blkt	\$ 1,900,000		LOC		\$
☒ COMP / OTC	LOC	blkt	\$ 1,900,000																				
☐ SPECIFIED PERILS	LOC		\$																				
☒ COLLISION	LOC	blkt	\$ 1,900,000																				
	LOC		\$																				
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			Included in Garage Liability			<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$	PRODUCTS - COMP/OP AGG	\$		\$		
EACH OCCURRENCE	\$																						
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$																						
MED EXP (Any one person)	\$																						
PERSONAL & ADV INJURY	\$																						
GENERAL AGGREGATE	\$																						
PRODUCTS - COMP/OP AGG	\$																						
	\$																						
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS			DXS000096402	9/1/2026	9/1/2027	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 30,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 30,000,000		\$										
EACH OCCURRENCE	\$ 10,000,000																						
AGGREGATE	\$ 30,000,000																						
	\$																						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below		N/A				<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$								
WC STATUTORY LIMITS	OTH-ER																						
E.L. EACH ACCIDENT	\$																						
E.L. DISEASE - EA EMPLOYEE	\$																						
E.L. DISEASE - POLICY LIMIT	\$																						

REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability is included in Garage Liability. A 30 day notice of cancellation applies except in the event of non-payment in which a 10 day notice applies.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire, Department of Administrative Services
Division of Procurement and Support Services
25 Capitol St
Concord, NH 03301

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

Andrew Burgess

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:

Policy Number SP 4067734

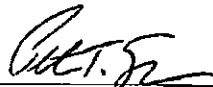
The limits of liability under this certificate for Employers' Liability coverage are \$2,000,000 per employee, per accident, per disease.

The coverage for the above entity is effective 11/1/1982 through an indefinite expiration date. The policy term for the excess coverage is 1/1/2026 through 1/1/2027. 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



DIRECTOR OF WORKERS' COMPENSATION