

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

DATE: 3/13/20

CONTRACT #: 8002677

NIGP CODE: 926-7700

CONTRACT FOR: Immobilize and Salvage Vehicles Services

CONTRACTOR: Holland Used Auto Parts, Inc.

VENDOR CODE #: 288265

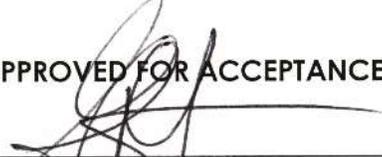
SUBMITTED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 3/13/20

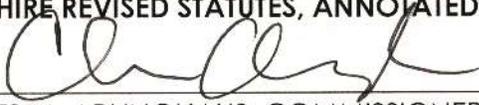
APPROVED FOR ACCEPTANCE BY:



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

DATE 3/16/2020

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 3-16-2020

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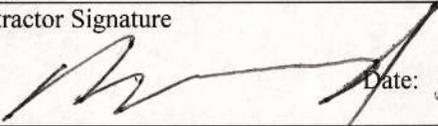
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

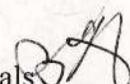
AGREEMENT

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		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Holland Used Auto Parts, Inc.		1.4 Contractor Address 1 Winning Rd. N. Billerica, MA 01862	
1.5 Contractor Phone Number 978-667-5885	1.6 Account Number N/A	1.7 Completion Date March 31, 2022	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency Paul Rhodes		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert Holland President	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 3-12

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 as indicated in block 1.18, 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 1.14 ("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 provide 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-c 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.

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.

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 Initials

RCH

Date

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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 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. 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 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her 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. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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.

24. 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.

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EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials RLA
Date 3/1

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Holland Used Auto Parts, Inc. (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 Immobilize and Salvage Services in accordance with the bid submission in response to State Request for Bid #2296-20 and as described herein.

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 Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2296-20

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 Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2296-20."

3. TERM OF CONTRACT

This contract shall commence upon execution by the Commissioner of Administrative Services and shall continue thereafter for a period of approximately two (2) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed four (4) years.

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

COMPLETE UNITS –IMMOBILIZING

The Contractor shall pick up at the State locations as indicated herein, or any future RFQ, the complete units that are to be rendered permanently disabled by the Contractor and follow the Diesel Emissions Reduction Act (DERA) guidelines for properly cataloging, identifying and implementing the units inoperable. The State of New Hampshire shall have the opportunity to inspect the process and witness the destruction of the engine and the chassis in person via a minimum two (2) week advance notice of the event.

RLH
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The Contractor shall not commence work until a conference is held with the utilizing State agency at which representatives of the Contractor and the State are present. The conference shall schedule a mutually agreeable timeline for the transportation, immobilization and acceptance of the scope of services.

OWNERSHIP TRANSFER IS AT THE POINT EQUIPMENT IS IMMOBILIZED AND RENDERED PERMANENTLY DISABLED AND APPROVED BY THE STATE.

The vehicle, equipment, and/or engine being replaced must be scrapped or rendered permanently disabled within ninety (90) days of being notified by the utilizing State agency.

1. Contractor shall cut a minimum three-inch (3") hole in the engine block (the part of the engine containing the cylinders).
2. Disabling the chassis shall be completed by cutting through the frame/frame rails on each side at a point located between the front and rear axles.
3. Evidence of appropriate disposal (including digital photos of the side profile of the vehicle, the vehicle identification number, the engine tag showing serial number, engine family number, and engine model year, the engine block before and after a hole being burned, drilled or punctured, and the cut frame rails or other structural components) is required in a final report submitted to the utilizing State agency. The utilizing State agency shall submit a copy of the report to OSI and DES.
4. Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the unit being replaced (e.g. shovels, seats, tires, etc.). If scrapped or salvaged engines, vehicles, equipment, or parts are to be sold, program income requirements apply. Plow blades shall not be included with vehicle and shall be removed by the State prior to pick up.
5. The Contractor shall have 90 days after notification by the State to scrap/permanently disable the vehicle.

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

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

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

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

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

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

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

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2296-20, as described herein, and under the terms of this Contract.

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

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

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

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

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

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide immobilize and salvage vehicle services in complete compliance with the terms and conditions specified in Exhibit B from the effective date through the expiration date as indicated in Form P-37 Block 1.7. There shall be no cost to the State associated with the provision of these services; Contractor shall provide rebate payments for the services as described herein.

2. REBATE STRUCTURE

UNIT_NO	YEAR	MAKE	MODEL	DESCRIPTION	DISTRICT	PICK UP LOCATION	USAGE_HOURS	USAGE_MILES	PAYMENT TO STATE
H0514	2002	INT	7400 SFA	3-5 TON TRUCK W/TBEI BODY	DISTRICT 1	33 SMOKEY BEAR BLVD, CONCORD, NH	10,648.00	194,443.00	\$720.00
H0638	2002	INT	7400 SFA	3-5 TON TRUCK W/TBEI BODY	DISTRICT 1	33 SMOKEY BEAR BLVD, CONCORD, NH	11,870.00	204,656.00	\$720.00
H0430	2006	STERLING	LT9511	OVER 5 TON TRUCK	DISTRICT 1	33 SMOKEY BEAR BLVD, CONCORD, NH	12,209.00	312,818.00	\$1,260.00
H0413	2009	INT	7600 DW	OVER 5 TON TRUCK (DW)	DISTRICT 1	33 SMOKEY BEAR BLVD, CONCORD, NH	7,958.00	196,994.00	\$1,330.00
H0423	2009	INT	7600	OVER 5 TON TRUCK	DISTRICT 1	33 SMOKEY BEAR BLVD, CONCORD, NH	8,639.00	197,457.00	\$1,330.00
H0427	2009	INT	7600 DW	OVER 5 TON TRUCK (DW)	DISTRICT 1	33 SMOKEY BEAR BLVD, CONCORD, NH	8,681.00	225,600.00	\$1,330.00
H0493	2006	FREIGHTLIN	M2-106V DW	3-5 TON TRUCK (DW) W/MUNI BODY	DISTRICT 1	33 SMOKEY BEAR BLVD, CONCORD, NH	7,935.00	168,720.00	\$810.00
H1654	2006	FREIGHTLIN	M2-106V	3-5 TON TRUCK W/MUNI BODY	DISTRICT 1	33 SMOKEY BEAR BLVD, CONCORD, NH	7,932.00	146,768.00	\$810.00
H0663	2004	INT	7400 SFA	3-5 TON TRUCK W/TBEI BODY	DISTRICT 2	33 SMOKEY BEAR BLVD, CONCORD, NH	14,420.00	225,036.00	\$720.00
H0645	2002	INT	7400 SFA	3-5 TON TRUCK W/FLATBED	DISTRICT 2	33 SMOKEY BEAR BLVD, CONCORD, NH	12,482.00	197,093.00	\$720.00
H1640	2007	STERLING	LT9511	OVER 5 TON TRUCK	DISTRICT 2	33 SMOKEY BEAR BLVD, CONCORD, NH	14,286.00	325,907.00	\$1,260.00

Contractor Initials RLH
Date 5-17

H1685	2002	INT	7400 SFA	3-5 TON TRUCK W/TBEI BODY	DISTRICT 2	33 SMOKEY BEAR BLVD, CONCORD, NH	14,232.00	240,706.00	\$720.00
H1605	2006	FREIGHTLIN	M2-106V	3-5 TON TRUCK W/MUNI BODY	DISTRICT 2	33 SMOKEY BEAR BLVD, CONCORD, NH	13,216.00	231,073.00	\$810.00
H0401	2006	STERLING	LT9511 DW	OVER 5 TON TRUCK (DW)	DISTRICT 2	33 SMOKEY BEAR BLVD, CONCORD, NH	13,502.00	310,571.00	\$1,260.00
H0666	2006	FREIGHTLIN	M2-106V DW	3-5 TON TRUCK (DW) W/MUNI BODY	DISTRICT 2	33 SMOKEY BEAR BLVD, CONCORD, NH	10,672.00	215,347.00	\$810.00
H1649	2006	FREIGHTLIN	M2-106V	3-5 TON TRUCK W/MUNI BODY	DISTRICT 3	33 SMOKEY BEAR BLVD, CONCORD, NH	11,914.00	222,967.00	\$810.00
H1695	2006	FREIGHTLIN	M2-106V	3-5 TON TRUCK W/MUNI BODY	DISTRICT 3	33 SMOKEY BEAR BLVD, CONCORD, NH	11,261.00	226,021.00	\$810.00
H1500	2006	FREIGHTLIN	M2-106V	3-5 TON TRUCK W/MUNI BODY	DISTRICT 3	33 SMOKEY BEAR BLVD, CONCORD, NH	12,649.00	255,696.00	\$810.00
H0472	2007	STERLING	LT9511	OVER 5 TON TRUCK	DISTRICT 3	33 SMOKEY BEAR BLVD, CONCORD, NH	9,969.00	195,110.00	\$1,260.00
H0548	2006	FREIGHTLIN	M2-106V DW	3-5 TON TRUCK (DW) W/MUNI BODY	DISTRICT 3	33 SMOKEY BEAR BLVD, CONCORD, NH	8,860.00	174,893.00	\$810.00
H0411	2007	STERLING	LT9511	OVER 5 TON TRUCK	DISTRICT 4	33 SMOKEY BEAR BLVD, CONCORD, NH	10,446.00	245,596.00	\$1,260.00
H0650	2002	INT	7400 SFA	3-5 TON TRUCK W/TBEI BODY	DISTRICT 4	33 SMOKEY BEAR BLVD, CONCORD, NH	11,086.00	196,332.00	\$720.00
H0584	2002	INT	7400 SFA	3-5 TON TRUCK W/TBEI BODY	DISTRICT 4	33 SMOKEY BEAR BLVD, CONCORD, NH	12,295.00	190,926.00	\$720.00
H0646	2002	INT	7400 SFA	3-5 TON TRUCK W/TBEI BODY	DISTRICT 4	33 SMOKEY BEAR BLVD, CONCORD, NH	11,672.00	192,244.00	\$720.00
H0651	2002	INT	7400 SFA	3-5 TON TRUCK W/TBEI BODY	DISTRICT 4	33 SMOKEY BEAR BLVD, CONCORD, NH	12,411.00	211,758.00	\$720.00
H0474	2006	FREIGHTLIN	M2-106V	3-5 TON TRUCK W/MUNI BODY	DISTRICT 5	33 SMOKEY BEAR BLVD, CONCORD, NH	10,265.00	162,001.00	\$810.00
H0475	2004	INT	7600 SFA D/W	OVER 5 TON TRUCK (DW) USED H421	DISTRICT 5	33 SMOKEY BEAR BLVD, CONCORD, NH	6,851.00	147,295.00	\$1,120.00

H1652	2006	FREIGHTLIN	M2-106V	3-5 TON TRUCK W/MUNI BODY	DISTRICT 6	33 SMOKEY BEAR BLVD, CONCORD, NH	7,750.00	134,273.00	\$810.00
H0496	2006	FREIGHTLIN	M2-106V	3-5 TON TRUCK W/MUNI BODY	DISTRICT 6	33 SMOKEY BEAR BLVD, CONCORD, NH	11,158.00	209,318.00	\$810.00
H1650	2006	FREIGHTLIN	M2-106V	3-5 TON TRUCK W/MUNI BODY	DISTRICT 6	33 SMOKEY BEAR BLVD, CONCORD, NH	13,187.00	237,759.00	\$810.00

3. REBATE QUOTATIONS FOR INDIVIDUAL PROJECTS

For future vehicles not listed in Exhibit C, Contractor shall be issued a Request for Quote (RFQ) from the utilizing State agency. Agency shall issue a detailed RFQ with number of vehicles, description, location, estimated usage hours and estimated miles, and location of pick up. Quotes shall be submitted in written form as a hard copy, faxed or emailed to the requesting agency or agency representative.

4. REBATES

Checks shall be made payable, via certified check, to the State of NH – "Name of utilizing State agency" within 30 days. Itemized rebate payments shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the services done.

Contractor Initials RLH
Date 3-11

EXHIBIT D

RFB #2296-20 is incorporated here within.

Contractor Initials

RLH

Date

3/11

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOLLAND USED AUTO PARTS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on February 25, 2020. 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: **837326**

Certificate Number : **0004814544**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of February A.D. 2020.

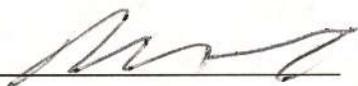
A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Corporate Resolution Certificate

I hereby certify, as Corporate Secretary for Holland Used Auto Parts, Inc. ("the Corporation") operating its business at 1 Winning Rd N. Billerica, MA 01862, that:

- 1) The Board of Directors of the Corporation adopted a resolution ("the Resolution") authorizing and empowering Robert Holland, its President, to take any and all action necessary and appropriate to enter into an agreement with the State of New Hampshire ("the State of NH") per RFB #2296-20.
- 2) The Corporation is duly organized and existing under the laws of the Commonwealth of Massachusetts and these provisions conform with the by-laws of the Corporation.
- 3) The State of NH may rely upon this Corporate Resolution Certificate as continuing and fully effective until the receipt of written notice of a change in or the revocation of authority under the Resolution.



Signature of Robert Holland
Secretary of the Corporation



Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2020

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 YouZoom Insurance Services, Inc 6900 College Blvd Ste 1000 Overland Park KS 66211		CONTACT NAME: PHONE (A/C, No, Ext): 888-240-8803 FAX (A/C, No): 877-835-1833 E-MAIL ADDRESS: AMServiceCenter@arrowheadgrp.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : American Zurich Insurance Company	NAIC # 40142
INSURED Holland Used Auto Parts Inc 1 Winning Rd North Billerica MA 01862		INSURER B : American Guarantee and Liability Insurance	26247
		INSURER C : Starstone National Insurance Company	25496
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 928447560

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPO1641600-00	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP1641601-00	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			88307T200ALI	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
							Prod/Comp Op Agg	\$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Garagekeepers			BAP1641601-00	1/1/2020	1/1/2021	Limit	30,000

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

Garagekeepers Includes On-Hook Coverage

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Administrative Services
 Bureau of Purchase and Property
 25 Capitol Street, Room 102
 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

YouZoom Insurance Services, Inc.

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