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

APPROVED FOR ACCEPTANCE BY:

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

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

FORM REVISED 8/23/2019 LMR
AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Administrative Services</td>
<td>25 Capitol Street</td>
</tr>
<tr>
<td></td>
<td>Concord, NH 03301</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3 Contractor Name</th>
<th>1.4 Contractor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Holland Used Auto Parts, Inc.</td>
<td>1 Winning Rd.</td>
</tr>
<tr>
<td></td>
<td>N. Billerica, MA 01862</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Contractor Phone Number</th>
<th>1.6 Account Number</th>
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</thead>
<tbody>
<tr>
<td>978-667-5885</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9 Contracting Officer for State Agency</th>
<th>1.10 State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Rhodes</td>
<td>603-271-3350</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.11 Contractor Signature</th>
<th>1.12 Name and Title of Contractor Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Robert Holland</td>
</tr>
<tr>
<td></td>
<td>President</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.13 State Agency Signature</th>
<th>1.14 Name and Title of State Agency Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Charles M. Arlinghaus</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</th>
<th>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Director, On:</td>
<td>On:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.17 Approval by the Governor and Executive Council (if applicable)</th>
<th>G&amp;C Item number</th>
<th>G&amp;C Meeting Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>G&amp;C Item number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G&amp;C Meeting Date:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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

Page 3 of 12

Contractor Initials

Date
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.
EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.
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.

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Contractor Initials
Date
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.
## 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

<table>
<thead>
<tr>
<th>UNIT NO</th>
<th>YEAR</th>
<th>MAKE</th>
<th>MODEL</th>
<th>DESCRIPTION</th>
<th>DISTRICT</th>
<th>PICK UP LOCATION</th>
<th>USAGE HOURS</th>
<th>USAGE MILES</th>
<th>PAYMENT TO STATE</th>
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</thead>
<tbody>
<tr>
<td>H0514</td>
<td>2002</td>
<td>INT</td>
<td>7400 SFA</td>
<td>3-5 TON TRUCK W/TBEI BODY</td>
<td>DISTRICT 1</td>
<td>33 SMOKEY BEAR BLVD, CONCORD, NH</td>
<td>10,648.00</td>
<td>194,443.00</td>
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<tr>
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<td>INT</td>
<td>7400 SFA</td>
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<td>DISTRICT 1</td>
<td>33 SMOKEY BEAR BLVD, CONCORD, NH</td>
<td>11,870.00</td>
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<tr>
<td>H0430</td>
<td>2006</td>
<td>STERLING</td>
<td>LT9511</td>
<td>OVER 5 TON TRUCK</td>
<td>DISTRICT 1</td>
<td>33 SMOKEY BEAR BLVD, CONCORD, NH</td>
<td>12,209.00</td>
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<tr>
<td>H0413</td>
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<td>7600 DW</td>
<td>OVER 5 TON TRUCK (DW)</td>
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<td>33 SMOKEY BEAR BLVD, CONCORD, NH</td>
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<td>INT</td>
<td>7600</td>
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<td>H0427</td>
<td>2009</td>
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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.
EXHIBIT D

RFB #2296-20 is incorporated here within.
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.

[Signature]
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]
Date: 3-11-20

Signature of Robert Holland
Secretary of the Corporation
# Certificate of Liability Insurance

**Producer:** YouZoom Insurance Services, Inc  
6900 College Blvd  
Ste 1000  
Overland Park KS 66211

**Insured:** Holland Used Auto Parts Inc  
1 Winning Rd  
North Billerica MA 01862

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## Coverages

**Certificate Number:** 928447560  
**Revision Number:**

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 is subject to the terms and conditions of the policies. The certificate holder receives no rights by virtue of possessing this certificate.

### Insuree Information

- **Name:** Hollis, L.  
- **Address:**  
- **City:** Billerica  
- **State:** MA  
- **Zip Code:** 01862

#### Insurer Information

- **NAIC #:** 40142  
- **Insurer A:** American Zurich Insurance Company  
- **Insurer B:** American Guarantee and Liability Insurance  
- **Insurer C:** Starstone National Insurance Company  
- **Insurer D:**  
- **Insurer E:**  
- **Insurer F:**

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## COVERAGE

**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.**

### Insur. Ltr.:  
**Type of Insurance:**  
**Addl/SMR Insd.:  
**Policy Number:**  
**Policy Eff. (MM/DD/YYYY):**  
**Policy Exp. (MM/DD/YYYY):**  
**Limits:**

#### A. Commercial General Liability

- **Claims-Made:**  
- **Occur:**

  - **Policy Aggregate Limit Applies Per:**
  - **Per: Loc:**

#### B. Automobile Liability

- **Any Auto:**
- **Owned Autos Only:**
- **Hired Autos Only:**
- **Scheduled Autos:**
- **Non-Owned Autos Only:**

#### C. Umbrella Liability

- **Occur:**
- **Claims-Made:**

#### Excess Liability

- **Occur:**
- **Claims-Made:**

#### Workers' Compensation and Employers' Liability

- **Any Proprietor/Partner/Executive Officer/Member Excluded:**
- **Mandatory in NH:**

#### Description of Operations / Locations / Vehicles

Garagekeepers Includes On-Hook Coverage

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## Certificate Holder

**State of New Hampshire**  
Administrative Services  
Bureau of Purchase and Property  
26 Capitol Street, Room 102  
Concord, NH 03301

---

## Cancellation

**Authorized Representative:**  
YouZoom Insurance Services, Inc.

**Date:** 3/11/2020  
**ACORD 25 (2016/03)**  
The ACORD name and logo are registered marks of ACORD

© 1988-2016 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Salem Five Insurance Services, LLC
445 Main Street
Woburn, MA 01801

INSURED
Holland Used Auto Parts Inc
P O Box 13
1 Winning Road
North Billerica, MA 01862

CONTACT
PHONE: (781) 933-3100
FAX: (781) 933-9048
ADDRESS: insurance.services@salemfive.com
INSURER(S) AFFORDING COVERAGE: Travelers Ind Co of AM
NAIC # 25666

COVERAGES

REVISED DATE: 3/13/2020

POLICY NUMBER: 6HUB6B14078A19

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