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

**DATE: July 1, 2020**

**CONTRACT #: 8002708** **NIGP CODE:** 285*

**CONTRACT FOR:** Generator Rental Services

**CONTRACTOR:** ATS Equipment Rental Inc. **VENDOR CODE #:** 159284

**SUBMITTED FOR ACCEPTANCE BY:**

JEFFREY A. HALEY, PURCHASING AGENT DATE _____
BUREAU OF PURCHASE AND PROPERTY

**********

**RECOMMENDED FOR ACCEPTANCE BY:**

PAUL RHODES, ADMINISTRATOR III DATE 7/9/2020
BUREAU OF PURCHASE AND PROPERTY

**********

**APPROVED FOR ACCEPTANCE BY:**

GARY S. LUNETTA, DIRECTOR DATE 7/9/2020
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 DATE 7/13/20
DEPARTMENT OF ADMINISTRATIVE SERVICES

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<br>Department of Administrative Services | | 1.2 State Agency Address<br>State House Annex<br>25 Capitol Street<br>Concord, NH 03301 | |
| 1.3 Contractor Name<br>ATS Equipment Inc. of New Hampshire VC#159284 | | 1.4 Contractor Address<br>133 Raymond Road, Candia, NH 03034 | |
| 1.5 Contractor Phone Number<br>603-493-5703 | 1.6 Account Number<br>Various | 1.7 Completion Date<br>July 31, 2023 | 1.8 Price Limitation<br>$100,000.00 |
| 1.9 Contracting Officer for State Agency<br>Jeff Haley | | 1.10 State Agency Telephone Number<br>603-271-2201 | |
| 1.11 Contractor Signature<br>Date: 6/18/20 | | 1.12 Name and Title of Contractor Signatory<br>Stephen J. Connolly – Secretary | |
| 1.13 State Agency Signature<br>Date: 7/13/20 | | 1.14 Name and Title of State Agency Signatory | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: | | On: | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: | | G&C Meeting Date: | |



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**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 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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



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**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



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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 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 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 SSL
Date 6/18/20

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

## 1. INTRODUCTION

ATS Equipment Inc. of New Hampshire (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 Generator Rental Services in accordance with the bid/proposal submission in response to State Request for Bid #2305-21 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 2305-21

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 2305-21."

## 3. TERM OF CONTRACT

This contract shall commence on August 1, 2020 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) 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 five (5) years.

## 4. SCOPE OF WORK

The Contractor shall furnish all material, labor, vehicles, equipment and supplies necessary to perform the services required herein.

1. Contractor shall deliver, set up, and start the generator and verify State property is fully powered.
2. Requesting State agency will provide a licensed electrician to make final connections to State property.
3. Contractor will supply all cables and connections necessary to complete the connection to the property.
4. Contractor will deliver generators fully fueled or with start-up/standby fuel volumes where necessary.



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5. Requesting State agency will be responsible for refueling.
6. Contractor is required to provide refueling instruction to State agency personnel. Fuel usage calculations will be provided to State agency personnel at time of refueling instruction.
7. Non-emergency rental will be delivered within four (4) business days of initial contact.
8. Emergency rental shall be delivered within six (6) hours of initial contact.
9. Routine maintenance, repairs, and emergency repairs will be the responsibility of the Contractor at no additional charge to the State.
10. Contractor will ensure technicians are available 24 hours per day 7 days per week for emergency repairs to the rented equipment.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

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

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

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.



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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 generator rental services strictly pursuant to, and in conformity with, the specifications described in State RFB #2305-21, 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.



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**EXHIBIT C**
**METHOD OF PAYMENT**

## 1. CONTRACT PRICE

The Contractor hereby agrees to provide generator rental services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $100,000.00; 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.

## 2. PRICING STRUCTURE

**Rates are based on:**

- 8 hours per day
- 40 hours per week
- 160 hours per four weeks
- Rate x 1.5 = double shift
- Rate x 2 = triple shift

**Counties**

Merrimack
Belknap
Strafford
Cheshire
Hillsborough
Rockingham

**NON-EMERGENCY RENTALS**

| | INVENTORY ON HAND | MANUFACTURER | DAILY | WEEKLY | MONTHLY |
|---|---|---|---|---|---|
| 5 - 6 KW | 11 | Honda | $60.00 | $180.00 | $395.00 |
| 6 - 10 KW | 7 | Multi Quip | $90.00 | $270.00 | $700.00 |
| 10 - 15 KW | 1 | Tsurumi | $80.00 | $240.00 | $600.00 |
| 15 - 20 KW | 1 | | $100.00 | $350.00 | $750.00 |
| 20 - 30 KW | 1 | Atlas Capco | $135.00 | $395.00 | $795.00 |
| 30 - 45 KW | 17 | Atlas Capco | $165.00 | $425.00 | $995.00 |
| 45 - 60 KW | 4 | Atlas Capco | $170.00 | $595.00 | $1540.00 |
| 60 - 80 KW | | | $ | $ | $ |



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| | | | | | |
|---|---|---|---|---|---|
| 80 - 100 KW | | | $ | $ | $ |
| 100 - 150 KW | 4 | Atlas Capco | $220.00 | $800.00 | $1935.00 |
| 150 - 200 KW | | | $ | $ | $ |
| 200 - 300 KW | 1 | Atlas Capco | $400.00 | $1400.00 | $4200.00 |
| 300 - 500 KW | | | $ | $ | $ |
| 500 - 800 KW | | | $ | $ | $ |
| 800 - 1000 KW | | | $ | $ | $ |
| 1000 - 1250 KW | | | $ | $ | $ |
| 1250 - 1500 KW | | | $ | $ | $ |

**Rates are based on:**

- 8 hours per day
- 40 hours per week
- 160 hours per four weeks
- Rate x 1.5 = double shift
- Rate x 2 = triple shift

**Counties**

Merrimack
Belknap
Strafford
Cheshire
Hillsborough
Rockingham

| EMERGENCY RENTALS | | | | | |
|---|---|---|---|---|---|
| | INVENTORY ON HAND | MANUFACTURER | DAILY | WEEKLY | MONTHLY |
| 5 - 6 KW | 11 | Honda | $60.00 | $180.00 | $395.00 |
| 6 - 10 KW | 7 | Multi Quip | $90.00 | $270.00 | $700.00 |
| 10 - 15 KW | 1 | Tsurumi | $80.00 | $240.00 | $600.00 |
| 15 - 20 KW | 1 | | $100.00 | $350.00 | $750.00 |



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| | | | | | |
|---|---|---|---|---|---|
| 20 - 30 KW | 1 | Atlas Capco | $135.00 | $395.00 | $795.00 |
| 30 - 45 KW | 17 | Atlas Capco | $165.00 | $425.00 | $995.00 |
| 45 - 60 KW | 4 | Atlas Capco | $170.00 | $595.00 | $1540.00 |
| 60 - 80 KW | | | $ | $ | $ |
| 80 - 100 KW | | | $ | $ | $ |
| 100 - 150 KW | 4 | Atlas Capco | $220.00 | $800.00 | $1935.00 |
| 150 - 200 KW | | | $ | $ | $ |
| 200 - 300 KW | 1 | Atlas Capco | $400.00 | $1400.00 | $4200.00 |
| 300 - 500 KW | | | $ | $ | $ |
| 500 - 800 KW | | | $ | $ | $ |
| 800 - 1000 KW | | | $ | $ | $ |
| 1000 - 1250 KW | | | $ | $ | $ |
| 1250 - 1500 KW | | | $ | $ | $ |

**3. INVOICE**

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

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

**4. PAYMENT**

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



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Date 6/18/20

**EXHIBIT D**

RFB #2305-21 is incorporated here within.



Contractor Initials JJC
Date 6/18/20

(/online/Home/) Back to Home (/online)

# Business Information

## Business Details

| | | | |
|---|---|---|---|
| Business Name: | ATS EQUIPMENT OF NEW HAMPSHIRE, INC. | Business ID: | 378717 |
| Business Type: | Domestic Profit Corporation | Business Status: | Good Standing |
| Business Creation Date: | 05/11/2001 | Name in State of Incorporation: | Not Available |
| Date of Formation in Jurisdiction: | 05/11/2001 | | |
| Principal Office Address: | 133 RAYMOND ROAD, CANDIA, NH, 03034, USA | Mailing Address: | 133 RAYMOND ROAD, CANDIA, NH, 03034, USA |
| Citizenship / State of Incorporation: | Domestic/New Hampshire | | |
| | | Last Annual Report Year: | 2020 |
| | | Next Report Year: | 2021 |
| Duration: | Perpetual | | |
| Business Email: | sjconnolly@atsequipment.com | Phone #: | NONE |
| Notification Email: | NONE | Fiscal Year End Date: | NONE |

## Principal Purpose

| S.No | NAICS Code | NAICS Subcode |
|---|---|---|
| 1 | Construction | All Other Specialty Trade Contractors |
| 2 | OTHER / SERVICE EQUIPMENT, VEHICLES & GOODS USED FOR CONSTRUCTION | |

**Page 1 of 1, records 1 to 2 of 2**

## SECRETARY'S CERTIFICATE OF RESOLUTIONS OF STOCKHOLDERS AND BOARD OF DIRECTORS

The undersigned, being the Secretary of ATS Equipment of New Hampshire, Inc. ("Corporation"), a corporation duly organized, validly existing, and in good standing under the laws of the State of New Hampshire, certifies to State of New Hampshire, Department of Administrative Services ("Awarding Authority") in regards to RFB 2305-21 generator rental services that the following resolutions were respectively duly adopted

(a) by the unanimous written consent of the Directors of the Corporation, but if the box next following is marked RFB 2305-21 – Generator Rental Services

with an "x" or the like then

[X] at a duly called and conducted meeting of the Directors of the Corporation, at which a quorum was present and voting throughout, held on the date hereof, but if filled in then 2020 6/18/20

and (b) by the unanimous written consent of the shareholders of the Corporation, but if the box next following is marked with an "x" or the like then

[ ] by two-thirds or more of each class of stock of the Corporation entitled to vote thereon, present and voting throughout, at a duly conducted meeting of the holders of such stock (proper notice of which meeting was duly and timely sent to all shareholders of the Corporation, whether or not so entitled to vote thereon), held on the date hereof* but if filled in then_____2020,

VOTED:

In connection with a bid for construction equipment and emergency generator RFB 2305-21

and all other agreements, documents, instruments and collateral which the awarding authority may deem necessary, desirable, appropriate or incidental to the foregoing transaction(s), all in such form and with such amendments, modifications, replacements, additions, extensions and/or substitutions, and upon such terms and conditions, as the awarding authority from time to time deems necessary, desirable or appropriate

That the President of the Corporation, acting or signing singly, be and hereby is authorized, empowered and directed to execute seal and deliver in the name of and on behalf of the Corporation the bid Documents, and make, execute, seal and deliver any other agreements, documents, instruments and security determined by such officer(s) or person(s) in the sole discretion of such officer(s) or person(s) to be necessary, desirable, or appropriate, all in such form and with such amendments, modifications, replacements, additions and/or substitutions and upon such terms and conditions, as such officer(s) or person(s) from time to time deem proper, and such officer(s) or the originals of which consents and/or minutes of which meetings have been placed with the minutes and records of the respective meetings of the Directors and the stockholders of the Corporation, that the following such resolutions are in conformity with the articles of organization, certificate of incorporation if any, or other charter if any, and by-laws of the Corporation (each as amended to date, if at all), and that the following such resolutions on the date hereof are in full force and effect without change: person(s) are further authorized in the name of and on behalf of the Corporation to endorse and deliver all checks which are payable to the Corporation in connection with the foregoing transaction(s).

VOTED: That all resolutions relative to the authority of the said officer(s) or person(s) to act on behalf of the Corporation in any dealings with the awarding authority shall remain in full force and effect until notice in writing of the revocation or modification of such authority.

That the Secretary, or any assistant or temporary secretary, of the Corporation, be and hereby is authorized and directed to certify to the awarding authority that the foregoing resolutions were adopted and are in conformity with the articles of organization, certificate of incorporation if any, other charter if any, and by-laws of the Corporation.

VOTED: That all actions heretofore taken on behalf of the Corporation and all instruments, documents, and papers executed in the name of and on behalf of the Corporation concerning the Corporation's relationship with the awarding authority, including without limitation all actions of a nature or type similar to those actions authorized by the resolutions contained herein, be, and they hereby are, approved, adopted, and ratified.

The undersigned also certifies to the State of New Hampshire that John N. Connolly, Jr. is President and the undersigned Stephen J. Connolly is Secretary, each duly authorized to act in the name of and on behalf of the Corporation under the foregoing resolutions, and each duly elected, appointed, qualified and acting as such.

SIGNED as a sealed instrument this 18th day June, 2020.

Stephen J. Connolly

Stephen J. Connolly – Secretary

Then appeared the above named Stephen J. Connolly who is personally known to me and produced valid identification to assert that his signature as Secretary of ATS Equipment of New Hampshire, Inc. is duly authorized and his free act and deed before me.

Maureen Irwin – Notary Public

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/18/2020

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 | CONTACT NAME: | |
|---|---|---|
| THORNE INSURANCE GROUP<br>319 Cherry Street<br>Bridgewater, MA 02324 | PHONE (A/C, No, Ext): (508)279-4454 | FAX (A/C, No): (888)427-4454 |
| | E-MAIL ADDRESS: bruce.thorne@comcast.net | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : MCM Insurance Company | 13331 |
| INSURED<br>ATS Equipment of New Hampshire, Inc.<br>133 Raymond Road<br>Candia NH 03034-2134 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **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 | COMMERCIAL GENERAL LIABILITY<br>☒ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>OTHER: | x | | 2358213 | 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 | $ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS<br>☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY | x | | 2358213 | 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) | $ 1,000,000 |
| | | | | | | | | $ |
| A | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | x | | 2341777 | 1/1/2020 | 1/1/2021 | EACH OCCURRENCE | $ 3,000,000 |
| | | | | | | | AGGREGATE | $ 3,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Equipment Stock/Inventory<br>Direct Physical Loss | | | 2358213 | 1/1/2020 | 1/1/2021 | | $1,500,000 |

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

**CERTIFICATE HOLDER**

State of New Hampshire
Department of Administrative Services
Bureau of Purchasing and Property
25 Capitol Street, RM 102
Concord, NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bruce Thorne

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/02/2020

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 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 | CONTACT NAME: | |
|---|---|---|
| RogersGray Insurance Agency<br>434 Route 134<br>South Dennis, Ma 02660 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Arrow Mutual Liability Insurance Company | 13374 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
ATS Equipment, Inc.
33 Locust Street
Boston, Ma 02125

**COVERAGES** **CERTIFICATE NUMBER:** **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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 1915A | 01/01/2020 | 01/01/2021 | ☒ WC STATU-TORY LIMITS ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

**CERTIFICATE HOLDER**

State of New Hampshire
Dept of Admin Services/Bureau of Purchasing & Property
25 Capitol Street, RM 102
Concord, NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Peter Gray

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