

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 #: 8002710

NIGP CODE: 285\*

CONTRACT FOR: Generator Rental Services

CONTRACTOR: Prime Power Rental, LLC

VENDOR CODE #: 318147

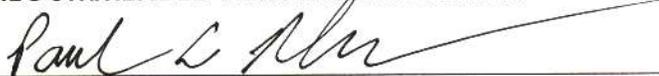
**SUBMITTED FOR ACCEPTANCE BY:**

\_\_\_\_\_  
JEFFREY A. HALEY, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE \_\_\_\_\_

\*\*\*\*\*

**RECOMMENDED FOR ACCEPTANCE BY:**

  
\_\_\_\_\_  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

DATE 7/9/2020

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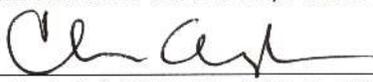
**APPROVED FOR ACCEPTANCE BY:**

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

DATE 7/9/2020

\*\*\*\*\*

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 7/13/20

.....

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>Prime Power Rental LLC VC#318147   |                               | 1.4 Contractor Address<br>1529 Grafton Road, Millbury, MA 01527                         |                                      |
| 1.5 Contractor Phone Number<br>888-781-2689   | 1.6 Account Number<br>Various | 1.7 Completion Date<br>July 31, 2023  | 1.8 Price Limitation<br>\$200,000.00 |
| 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: 6/19/20        |                               | 1.12 Name and Title of Contractor Signatory   |                                      |
| 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 <i>(if applicable)</i><br>By: _____ Director, On: _____ |                               |   |                                      |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i><br>By: _____ On: _____                   |                               |   |                                      |
| 1.17 Approval by the Governor and Executive Council <i>(if applicable)</i><br>G&C Item number: _____ G&C Meeting Date: _____          |                               |   |                                      |

Contractor Initials BK  
 Date 6-19-20

**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.

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.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this contract.

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Prime Power Rental LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with 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 Vendor shall furnish all material, labor, vehicles, equipment and supplies necessary to perform the services required herein.

- 1. Vendor 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. Vendor will supply all cables and connections necessary to complete the connection to the property.
- 4. Vendor will deliver generators fully fueled or with start-up/standby fuel volumes where necessary.
- 5. Requesting State agency will be responsible for refueling.

6. Vendor 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 Vendor at no additional charge to the State.
10. Vendor 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.

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.

**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 \$200,000.00; 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**

- Coos
- Grafton
- Carroll
- Sullivan
- Merrimack
- Belknap
- Strafford
- Cheshire
- Hillsborough
- Rockingham

| <b>NON-EMERGENCY RENTALS</b> |                      |              |           |           |           |
|------------------------------|----------------------|--------------|-----------|-----------|-----------|
|                              | INVENTORY<br>ON HAND | MANUFACTURER | DAILY     | WEEKLY    | MONTHLY   |
| 5 - 6 KW                     | 10                   | Honda        | \$1000.00 | \$1200.00 | \$2000.00 |
| 6 - 10 KW                    | 10                   | Honda        | \$1000.00 | \$1200.00 | \$2000.00 |
| 10 - 15 KW                   | 10                   | Honda        | \$1000.00 | \$1200.00 | \$2000.00 |
| 15 - 20 KW                   | 3                    | MQ           | \$1000.00 | \$1200.00 | \$2000.00 |
| 20 - 30 KW                   | 4                    | CAT, MQ      | \$1100.00 | \$1250.00 | \$2000.00 |
| 30 - 45 KW                   | 4                    | CAT, MQ      | \$1275.00 | \$1275.00 | \$2100.00 |
| 45 - 60 KW                   | 5                    | Kohler       | \$1250.00 | \$1300.00 | \$2250.00 |

Contractor Initials           
Date 6-19-20

|                |   |                 |           |           |            |
|----------------|---|-----------------|-----------|-----------|------------|
| 60 - 80 KW     | 5 | Kohler          | \$1300.00 | \$1450.00 | \$2800.00  |
| 80 - 100 KW    | 6 | CAT, MQ         | \$1350.00 | \$1500.00 | \$2900.00  |
| 100 - 150 KW   | 8 | Baldor, Kohler  | \$1850.00 | \$2000.00 | \$3500.00  |
| 150 - 200 KW   | 5 | CAT             | \$2000.00 | \$2250.00 | \$4250.00  |
| 200 - 300 KW   | 5 | CAT             | \$2200.00 | \$2500.00 | \$4500.00  |
| 300 - 500 KW   | 3 | CAT             | \$2500.00 | \$2850.00 | \$5500.00  |
| 500 - 800 KW   | 4 | CAT, Kohler     | \$3600.00 | \$4400.00 | \$9200.00  |
| 800 - 1000 KW  | 3 | CAT, Kohler     | \$4500.00 | \$5400.00 | \$12200.00 |
| 1000 - 1250 KW | 3 | CAT,<br>Cummins | \$6000.00 | \$7000.00 | \$15000.00 |
| 1250 - 1500 KW | 2 | CAT, Kohler     | \$7000.00 | \$8500.00 | \$19500.00 |

**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**

Coos  
Grafton  
Carroll  
Sullivan  
Merrimack  
Belknap  
Strafford  
Cheshire  
Hillsborough  
Rockingham

| EMERGENCY RENTALS |                      |                |           |           |           |
|-------------------|----------------------|----------------|-----------|-----------|-----------|
|                   | INVENTORY<br>ON HAND | MANUFACTURER   | DAILY     | WEEKLY    | MONTHLY   |
| 5 - 6 KW          | 10                   | Honda          | \$1000.00 | \$1200.00 | \$2000.00 |
| 6 - 10 KW         | 10                   | Honda          | \$1000.00 | \$1200.00 | \$2000.00 |
| 10 - 15 KW        | 10                   | Honda          | \$1000.00 | \$1200.00 | \$2000.00 |
| 15 - 20 KW        | 3                    | MQ             | \$1250.00 | \$1420.00 | \$2260.00 |
| 20 - 30 KW        | 4                    | CAT, MQ        | \$1300.00 | \$1450.00 | \$2350.00 |
| 30 - 45 KW        | 4                    | CAT, MQ        | \$1350.00 | \$1450.00 | \$2350.00 |
| 45 - 60 KW        | 5                    | Kohler         | \$1400.00 | \$1500.00 | \$2500.00 |
| 60 - 80 KW        | 5                    | Kohler         | \$1440.00 | \$1550.00 | \$2650.00 |
| 80 - 100 KW       | 6                    | CAT, MQ        | \$1500.00 | \$1700.00 | \$3250.00 |
| 100 - 150 KW      | 8                    | Baldor, Kohler | \$1550.00 | \$1750.00 | \$3250.00 |
| 150 - 200 KW      | 5                    | CAT            | \$2140.00 | \$2350.00 | \$4050.00 |
| 200 - 300 KW      | 5                    | CAT            | \$2250.00 | \$2500.00 | \$4500.00 |

Contractor Initials BK  
Date 6-19-20

|                |   |              |           |           |            |
|----------------|---|--------------|-----------|-----------|------------|
| 300 - 500 KW   | 3 | CAT          | \$2515.00 | \$2850.00 | \$5500.00  |
| 500 - 800 KW   | 4 | CAT, Kohler  | \$3800.00 | \$4400.00 | \$9200.00  |
| 800 - 1000 KW  | 3 | CAT, Kohler  | \$4550.00 | \$5400.00 | \$12200.00 |
| 1000 - 1250 KW | 3 | CAT, Cummins | \$6000.00 | \$7000.00 | \$15000.00 |
| 1250 - 1500 KW | 2 | CAT, Kohler  | \$7125.00 | \$8500.00 | \$19500.00 |

**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>

Contractor Initials   BK    
Date   6-19-20

**EXHIBIT D**

RFB #2305-21 is incorporated here within.

Contractor Initials BK  
Date 6-19-20

# 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 PRIME POWER RENTAL, LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on July 03, 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: **845641**

Certificate Number : **0004950081**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3<sup>rd</sup> day of July A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**PRIME POWER RENTAL, LLC**  
**CERTIFICATE OF ORGANIZATION**

Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act") the undersigned hereby certifies as follows:

1. Tax Identification Number. A tax identification number for the limited liability company formed hereby (the "LLC") is being applied for but has not yet been obtained.
2. Name. The name of the LLC is: Prime Power Rental, LLC
3. Office. The address of the office of the LLC in the Commonwealth at which the records of the LLC will be maintained pursuant to Section 5 of the Act is: 1529 Grafton Road, Millbury, Massachusetts 01527.
4. General Character of Business. The general character of the business of the LLC is to: rent, lease and sell power generation equipment, machinery, parts and supplies; to engage in any activities directly or indirectly related or incidental thereto; and to engage in or carry on any other business or other activity permitted by law.
5. Date of Dissolution. The LLC is to have no specific date of dissolution.
6. Resident Agent for Services of Process. The name and address of the resident agent for service of process for the LLC is:

Timothy E. Geary  
18 Keith Hill Road  
Grafton, MA 01519

7. Manager. The Name and address of the Managers of the LLC at the time of formation is:

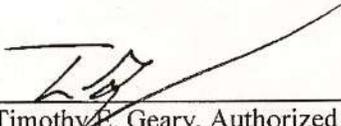
Timothy E. Geary  
18 Keith Hill Road  
Grafton, MA 01519

Brian Kerins  
49 Sunrise Road  
Quincy, MA 02171

8. Execution of Documents. Any Manager of the LLC and Jeffrey C. Doherty, Esq. c/o MacLean Holloway Doherty & Sheehan, P.C., 8 Essex Center Drive, Peabody, MA 01960 is authorized to execute any documents to be filed with the office of the Secretary of The Commonwealth of Massachusetts.
9. Execution of Documents Relating to Real Property. Any Manager of the LLC is authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of

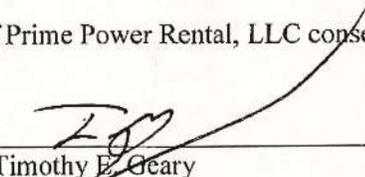
the LLC purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of this 20<sup>th</sup> day of May, 2019.

  
\_\_\_\_\_  
Timothy E. Geary, Authorized Person

CONSENT OF RESIDENT AGENT

I, Timothy E. Geary, resident agent of Prime Power Rental, LLC consent to my appointment as resident agent.

  
\_\_\_\_\_  
Timothy E. Geary

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Sullivan Insurance Group, Inc. 1 Mercantile Street Suite 710 Worcester, MA 01608
CONTACT NAME: Bonnie LaRue
PHONE (A/C, No, Ext): 508 791-2241
FAX (A/C, No): 508 797-3689
E-MAIL ADDRESS: blarue@sullivangroup.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Liberty Mutual Fire Insurance Company NAIC #: 23035
INSURER B: Hudson Excess Insurance Company 14484
INSURER C: Employers Insurance Company of Wausau 21458
INSURER D: First Liberty Insurance Corporation 33588
INSURER E: Liberty Insurance Corporation 42404
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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, Business Personal Property, and Cyber Liability.

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

Evidence of Insurance on behalf of the named insured

CERTIFICATE HOLDER: State of New Hampshire Administrative Services Bureau of Purchasing & Property 25 Capitol St, 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: [Signature]