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**State of New Hampshire**

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

RICHARD C. BAILEY, JR.  
ASSISTANT COMMISSIONER

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

May 31, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Safety, Division of Motor Vehicles to enter in to a contract with United Rentals (North America), Inc. (VC#174779-R001), PO Box 100711, Atlanta, GA 30384-0711, in an amount not to exceed \$178,800.00, for up to twenty-four storage containers for the Motorcycle Rider Education Program (MREP) for a period of five year commencing on July 1, 2022 through June 30, 2027. Effective upon Governor and Executive Council approval through June 30, 2027. Funding Source: 100% Agency Income.

Funding in the operating budget is contingent upon availability and continued appropriations in SFY2023, SFY2024, SFY2025, SFY2026 and SFY2027, with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-233010-820000000 Dept. of Safety – Div. of MV – Motorcycle Rider Education Program  
022-500248 Rents to Owners Non-State Space

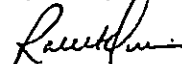
<u>SFY 2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>	<u>SFY2027</u>	<u>Total Amount</u>
\$39,720.00	\$33,120.00	\$33,120.00	\$33,120.00	\$39,720.00	\$178,800.00

**EXPLANATION**

This contract provides for up to twenty-four 8'x20' weatherproof storage containers to be placed at the Motorcycle Rider Education Program (MREP) training sites throughout the State. The containers will house the State owned training motorcycles, gasoline, and supplies required for the operation of MREP activities.

The storage containers were competitively bid with RFB-DOS-MREP-2022-02 posted on the DAS Purchasing website on December 15, 2021 with a closing date of January 21, 2022. Three bids were received in response to the RFB. United Rentals (North America) Inc., was the only bidder to meet all the requirements of the RFB. This contract provides for up to twenty-four 8'x20' weatherproof storage containers to be placed at the MREP training sites throughout the State. The containers will house the State owned training motorcycles, gasoline and related supplies for the MREP.

Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety

FORM NUMBER P-37 (version 12/11/2019)

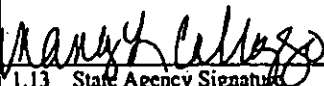
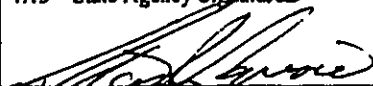
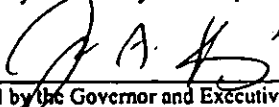
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Safety Division of Motor Vehicles		1.2 State Agency Address 23 Hazen Drive Concord, NH 03305	
1.3 Contractor Name United Rentals (North America), Inc.		1.4 Contractor Address 505 W Main Street Tilton, NH 03276	
1.5 Contractor Phone Number (877)874-4468	1.6 Account Number 02-23-23-233010-82000000- 022-500248	1.7 Completion Date June 30, 2027	1.8 Price Limitation Not to exceed \$178,800.00
1.9 Contracting Officer for State Agency Steven R. Lavoie, Director of Administration		1.10 State Agency Telephone Number (603) 227-4051	
1.11 Contractor Signature  Date: 3/21/22		1.12 Name and Title of Contractor Signatory NANCY L. COLLAZZO Branch Manager	
1.13 State Agency Signature  Date: 5/27/22		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/13/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date: 3/21/22

**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.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, 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.

Exhibit B  
Scope of Services

United Rentals (North America), Inc., 505 W Main Street, Tilton, NH 03276 (VC# ) shall provide Storage Container rentals for the Department of Safety, Division of Motor Vehicles, Motorcycle Rider Education Program as described in Request for Bid, RFB-DOS-MREP-2022-02, which is hereby made part of this agreement.

1. Up to twenty four (24) 8' x 20' ground level containers for the storage of motorcycles and related supplies.
2. Storage containers shall be delivered to training sites throughout the State.
3. Storage containers shall be in place by July 1, 2022, on a mutually agreed upon delivery schedule, subject to approval of the agreement by the Governor and Executive Council.
4. The contact for United Rentals (North America), Inc., is Nick McCullough, Sr., (603) 729-3565 or (603) 851-2873, e-mail [nmcculloug@ur.com](mailto:nmcculloug@ur.com).
5. The contact person for the DMV regarding agreement issues is Lawrence Crowe or his designee 603-227-4051, e-mail [Lawrence.crowe@dos.nh.gov](mailto:Lawrence.crowe@dos.nh.gov).
6. This contract shall be valid upon approval through June 30, 2027.

Exhibit C  
Method of Payment

The payment schedule for transfer of funds from the Department of Safety to United Rentals (North America), Inc., 505 W Main Street, Tilton, NH 03276 (VC# ) is as follows:

1. Submittal of invoice(s), for monthly rental and any delivery, pickup and/or relocation services provided.
2. Payment terms shall be net 30 days from date of invoice.
3. Payment and fee schedule:

Monthly rental per each storage container	\$115.00
Delivery cost per each container	\$275.00
Pickup cost per each container	\$275.00

4. Up to twenty four (24) storage containers. \$178,800.00
5. Total agreement not to exceed. \$178,800.00

# State of New Hampshire

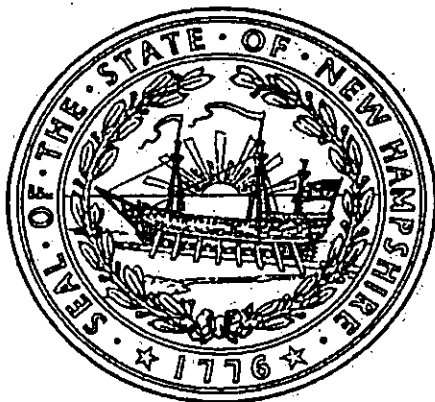
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UNITED RENTALS (NORTH AMERICA), INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on May 09, 2012. 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: 670494

Certificate Number: 0005652901



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31st day of January A.D. 2022.

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

William M. Gardner  
Secretary of State

UNITED RENTALS (NORTH AMERICA), INC.

POWER OF ATTORNEY

Know all men by these presents, that the undersigned, a Delaware corporation (the "Corporation"), hereby constitutes and appoints those individuals employed by the company with the title Branch Manager, Area General Manager or District Manager, its true and lawful attorney-in-fact to:

- 1. execute and submit, in the name and on behalf of the Corporation, bid documents and contracts arising out of such bid documents in relation to any state and local government solicitations provided that the Corporation's legal department has reviewed and approved such bid documents and contracts; and
- 2. take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the Corporation in connection with such execution and submission.

The Corporation hereby grants to the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Corporation might or could do, hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

Unless sooner terminated by the Corporation, this Power of Attorney shall remain in effect for a period of the earlier of (i) one (1) year from the date hereof; and (ii) the date the person appointed ceases to be employed as a Branch Manager, Area General Manager or District Manager of the Corporation.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 4th day of January, 2022.


UNITED RENTALS (NORTH AMERICA), INC.

By:   
 Name: Craig A. Schmidt  
 Title: Vice President - National Accounts

STATE OF New York )  
 )  
 COUNTY OF Queens ) ss.

On this 4th day of January, 2022, before me personally came Craig A. Schmidt, to me known, and known to me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he is the Vice President-National Accounts of United Rentals (North America), Inc., a Delaware corporation, and that said instrument was executed by him for and on behalf of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 4th day of January, 2022.

  
 Notary Public

DANIEL R. LAVOIE  
 NOTARY PUBLIC, STATE OF NEW YORK  
 Registration No. 02LA6401276  
 Qualified in Queens County  
 Commission Expires December 09, 2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/24/2021

Holder Identifier : MOI

Certificate No : 570089480641



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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> United Rentals (North America), Inc. United Rentals, Inc. & Subsidiaries 100 First Stamford Place, Suite 700 Stamford CT 06902 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: ACE Fire Underwriters Insurance Co.	20702
	INSURER D: ACE Property & Casualty Insurance Co.	20699
	INSURER E: North American Capacity Ins Co	25038
	INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 570089480641      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.      Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG72482529 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMPOP AGG \$6,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25544080	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			XEUG27905997007 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WLRC68919988 AOS WLRC68920024 AZ CA MA	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000
A	Excess WC			WCUC68920061 WA SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EL Each Accident \$2,000,000 EL Disease - Policy \$2,000,000 EL Disease - Ea Emp \$2,000,000

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

<b>CERTIFICATE HOLDER</b> United Rentals (North America), Inc. United Rentals, Inc. & Subsidiaries 100 First Stamford Place, Suite 700 Stamford, CT 06902 USA	<b>CANCELLATION</b> 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 <i>Aon Risk Services Northeast Inc.</i>
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# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED United Rentals (North America), Inc.	
POLICY NUMBER See Certificate Number: 570089480641			
CARRIER See Certificate Number: 570089480641	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		SCFC68920103 WI	10/01/2021	10/01/2022		
	OTHER							
E	Misc Liab Cvg			EEG000036707 TX Non-Subscriber SIR applies per policy terms & conditions	10/01/2021	10/01/2022	CSL/TOT/IND/ OCC	\$5,000,000

REQUEST FOR BID  
RFB-DOS-MREP-2022-02  
Storage Container Rental  
Department of Safety  
Division of Motor Vehicles  
Motorcycle Rider Education Program

**1. Overview and Schedule**

**A. Executive Summary**

The Department of Safety, Division of Motor Vehicles (DMV) is seeking bids to rent up to twenty four (24), eight foot (8') by twenty foot (20') ground level storage containers for the storage of motorcycles and related supplies. The selected vendor shall provide, deliver, maintain, relocate and/or remove the containers as follows:

1. Up to twenty four (24) containers measuring 8'x20', to be located at various sites including, but not limited to:
  - Concord, DMV, 23 Hazen Drive
  - Concord, DOT, 6 Hazen Drive
  - Londonderry
  - Nashua, DMV
  - North Haverhill, Grafton County Courthouse
  - Durham
  - Additional sites may be added during the contract period

**B. Schedule**

**2. Scope of Work**

1. To be delivered to locations in NH.
2. Guaranteed to be leak-proof and weatherproof.
3. Must have a clean appearance and be maintained on a regular basis.
4. For a term of up to five (5) years, to commence on July 1, 2022.
5. Floors must be sturdy, solid and free of any holes.
6. Hinges and door handles must operate effortlessly to be easily opened by all DMV staff members.
7. Must be lockable by standard padlock.
8. Must be well vented for potential gasoline fumes.
9. There shall be no pickup or delivery charge to replace defective or unacceptable containers.

10. Any agreement arising from this request for bid shall be completed on the standard State of NH P-37 form, attached hereto.
11. The vendor shall comply with all local, state, federal and other applicable codes.
12. The vendor shall deliver, pickup and provide maintenance and repairs during normal business hours, 8:15 - 4:15pm.

### **3. Process for Submitting a Bid**

#### **A. Bid Submission, Deadline, and Location Instructions**

Bids, minimum of two (2) original copies, must be mailed by the USPS, UPS, FEDEX or other means to:

Lisa Lienhart  
Division of Motor Vehicles  
23 Hazen Drive  
Concord, NH 03305

Telephone: 603-227-4050

Bids must also be E-mailed to:

[Arthur.s.garlow@dos.nh.gov](mailto:Arthur.s.garlow@dos.nh.gov) and [Lisa.l.lienhart@dos.nh.gov](mailto:Lisa.l.lienhart@dos.nh.gov)

Mailed Bids and e-mailed bids must be received at the Division of Motor Vehicles no later than 1:00PM on January 7, 2022. Bids must be clearly marked RFB-DOS-MREP-2022-02. No late bids will be accepted. The time of receipt for mailed bids will be when it is received and accounted for by the DOS Mailroom. Bids must be valid for one hundred eighty (180) days after the required date of submission.

The State of New Hampshire reserves the right to accept or reject any or all bids.

### **4. Content and Requirements for a Bid**

Each bid shall contain the following:

1. Detailed description of containers to be provided.
2. List of references within New Hampshire.
3. Delivery timeline to have all containers on-site, prior to June 30, 2022, subject to approval by the DMV.
4. Complete description and image of the containers being bid.
5. **Certificate of liability insurance meeting the requirements of the P-37 and including workers**

compensation insurance.

6. Current letter of good standing from the NH Secretary of State.
7. Letter/certificate of authority of whom is authorized to enter into agreements on behalf of the vendor.

Provide the following information and pricing.

Bidder name United Rentals (North America), Inc.

Bidder address 505 W MAIN ST  
TILTON, NH, 03276

Bidder telephone 877-874-4468 E-mail govrents@ur.com

Provide applicable pricing for each of the following areas.

Monthly rental cost per each container.	\$ <del>100</del> <u>115</u>
Delivery cost per container, if any.	\$ <u>275</u>
Pickup cost per container, if any.	\$ <u>275</u>
Relocation cost per container, if any.	\$ <u>                    </u>
Total cost for up to twenty four (24) storage containers.	\$ <del>800,400</del> <u>178,800</u>
<u>Total Bid Price</u>	\$ <del>800,400</del> <u>178,800</u>

## 5. Evaluation of Bids

### 5. Terms and Conditions Related To The RFB Process

- A. **Amendment:** The Agency reserves the right to amend this RFB at its discretion, prior to the Bid submission deadline. In the event of an addendum to this RFB, the Agency, at its sole discretion, may extend the Bid submission deadline, as it deems appropriate.
- B. **Non-Collusion:** The Bidder's signature on a Bid submitted in response to this RFB guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Bidders and without effort to preclude the Agency from obtaining the best possible competitive Bid.
- C. **Property of the Agency:** All material received in response to this RFB shall become the property of the State and will not be returned to the proposer. Upon Contract award, the State reserves the right to use any information presented in any Bid.

- D. Confidentiality of a Bid:** Unless necessary for the approval of a contract, the substance of a Bid must remain confidential until the Effective Date of any Contract resulting from this RFB. A Bidder's disclosure or distribution of Bids other than to the Agency will be grounds for disqualification.
- E. Public Disclosure:** Pursuant to RSA 21-G:37, all responses to this RFB shall be considered confidential until the award of a contract. On the closing date for responses, the Agency shall hold a public bid opening at which it shall disclose the names of the bidders which submitted timely bids and the price offered, with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Agency will post the vendors' names and respective prices for each responding vendor on its website. In the event that the contract does not require Governor & Executive Council approval, the Agency shall post the vendors' names and respective prices for each responding vendor on its website at the time that the RFB is awarded.
- F. Non-Commitment:** Notwithstanding any other provision of this RFB, this RFB does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Bids, or any portions thereof, at any time; to cancel this RFB; and to solicit new Bids under a new acquisition process.
- G. Bid Preparation Cost:** By submitting a Bid, a Bidder agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Bidder in the preparation of or in connection with the Bid, or for Work performed prior to the Effective Date of a resulting Contract.
- H. Ethical Requirements:** From the time this RFB is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFB, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFB, or similar request for submission and every such bidder shall be disqualified from bidding on any RFB or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.
- I. Challenges on Form or Process of the RFB:** Any challenges regarding the validity or legality of the form and procedures of this RFB, including but not limited to the evaluation of Bids, shall be brought to the attention of the Agency at least ten (10) business days prior to the Bid Submission Deadline. By submitting a bid, the Bidder is deemed to have waived any challenges to the agency's authority to conduct this procurement and the form and procedures of this RFB.

## **6. Contract Terms and Award**

- A. Non-Exclusive Contract:** Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Bid.
- B. Award:** If the State decides to award a contract as a result of this RFB process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.
- C. Standard Contract Terms:** The Agency will require the successful bidder to execute a Firm Fixed Price/Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached hereto.

The Term of the Contract will be for a term of 5 years to commence on July 1, 2022, subject to contract approval by the Governor and Executive Council