

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

May 31, 2022

ROBERT L. QUINN COMMISSIONER

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 (DMV) to retroactively enter in to a contract with United Rentals (North America), Inc. (VC#174779-R001), PO Box 100711, Atlanta, GA 30384-0711, in the amount of \$5,456.21 to provide an office container at the NH DMV Driver License testing site at University of New Hampshire, Durham, effective retroactive to May 25, 2021 to June 30, 2024 upon Governor and Council approval. Funding Source: 100% Agency Income.

EXPLANATION

This request is retroactive due to an unanticipated length of time to receive assignment of contract paperwork from United Rentals, Inc. after the vendor acquired Pac-Van, Inc. Governor and Council approval is being sought because the amount of previous payments by the Department of Safety to the United Rentals North America, plus the amount of this contract assignment yields a cumulative amount that is over the Governor and Council approval threshold.

The original \$5,456.21 contract was with Pac-Van, Inc was approved by the Department of Safety, Director of Administration, on April 29, 2021 and extends through June 30, 2024. United Rentals North America, bought Pac-Van, Inc. on May 25, 2021 and sent the assignment of contract to the Division of Motor Vehicles in April of 2022. The Division began processing invoices immediately upon receipt of the consent to assignment of contract. There are no changes to the terms and conditions of the contract.

This contract will continue to provide an office for the DMV CDL team while completing testing at the UNH Durham testing site. The Division of Motor Vehicles CDL team has been completing driver testing at the UNH, Durham site since May of 2012. UNH utilizes this location for all student bus driver training.

Respectfully submitted,

Robert L. Quinn Commissioner of Safety

CONSENT TO ASSIGNMENT OF CONTRACT

The State of New Hampshire, Department of Safety (the "State") hereby agrees to the assignment of:

Tilton Trailer Rental Corp./PacVan, Inc. ("PacVan"), Purchase Order #RO11482
 Portable Office Rental at University of NH, Dated 12/04/2014 and all renewals thereof.

between the State and PacVan ("Contract") to United Rentals (North America), Inc., subject to the following conditions:

1. As of May 25, 2021, PacVan agrees to assign all Purchase Orders under the Contract to United Rentals (North America), Inc. ("United Rentals").

2. As of May 25, 2021, United Rentals agrees to assume all remaining obligations and duties on all such Purchase Orders under the Contract.

3. PacVan agrees that as of May 25, 2021, all outstanding and future payments for Purchase Orders under the Contract are due and payable to United Rentals.

Accepted and agreed to this²⁴ day of Rebouary, 2022 by:

United Rentals (North America), Inc.

Name:

SVP, General Counsel & Corporate Secretary Title

PacVan Inc

Name: SVP, General Counsel & Corporate Secretary

Title

The State of New Hampshire. Department of Safety

By: Steven R. Lavoie: Director of Administration

State of New Hampshire

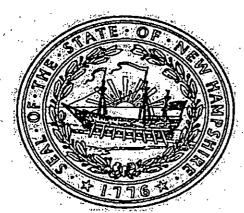
Department of State

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.

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.

Craig A. Schmidt Name:

Vice President - National Accounts Title:

STATE OF New YOrk SS. COUNTY OF Queens

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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. 02LA6401278 Qualified in Queens County Commission Expires December 09, 2023

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April 26, 2021

Steven Lavoie Director of Administration Department of Safety 33 Hazen Drive Concord, NH 03305

Requested Action

Authorize the Department of Safety, Division of Motor Vehicles to enter into a contract with Pac-Van, Inc., (VC#272830-P001) Tilton, NH, to provide an office container for the University of New Hampshire, Durham, NH Division of Motor Vehicles Commercial Driver License testing site at a monthly cost of \$150.00 per month, with a contract total not to exceed \$5,456.21 including any pickup fees. The contract shall be effective upon contract approval through June 30, 2024. Funding source: 100% Agency Income (Cost of Collections).

Funds are anticipated to be available in SFY2022/SFY2023 operating budget and contingent upon availability and continued appropriations in SFY 2024, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

02-23-23-233015-23110000 Dept. of Safety – Division of Motor Vehicles Driver Licensing 022-500248 Rents-Lease Other Than State

<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>Total</u>
\$1,800.00	\$1,800.00	\$1,856.21	\$5,456.21

Explanation

The Division of Motor Vehicles CDL team has been completing driver testing at the UNH, Durham site since May of 2012. This site is no charge and benefits the DMV as well as UNH as UNH conducts driver training for their new bus drivers at the testing site, plus a number of testing slots are reserved each week for UNH students to test for their commercial bus license. This contract will continue to provide an office for the CDL team while completing testing at the UNH Durham testing site. The contract will commence upon approval and signing of the contract.

Eight vendors were contacted by telephone based on a Google search of portable office rentals near Concord, NH. Three vendors responded with quotes with Pac-Van be the low bid. This contract has been delayed a bit due to the headquarters being located in the mid-west and obtaining documents with the correct dates.

> Respectfully submitted, Arthur Garlow Division of Motor Vehicles

12-2-2020 - Telephone quote requests 20' x 8' office container, with desk, file drawer & HVAC Google – portable office container rentals near Concord NH

· ·	Response/action	Per month	Del/PU
Pac-Van Address: 505 W Main St, Tilton, NH 03276 Phone: (603) 729-3208	Cindy same price	\$150.00	\$56.21
Modulease Corporation Address: 211 Breezy Hill Rd, Bradford NH 03221 Phone: (508) 695-4145	quote received	\$275.00	\$465.00
United Site Services of Center Harbor Address: 165 Daniel Webster Hwy, Center Harbor, NH 03226 Phone: (800) 864-5387	will send quote – no quote received		
Triumph Modular Address: 194 Ayer Rd, Littleton, MA 01460 Phone: (800) 257-2536	received quote	\$435.00	[~] \$325.00
Abco Rental & Storage, Inc. Address: 95 Pleasant Hill Rd Suite D, Scarborough, ME 04074 Phone: (207) 619-3491	left message – no response		
United Rentals Address: 2 Sutton Cir, Hooksett, NH 03106 Phone: (603) 622-1555	do not rent office containers		.
Seacoast Scaffold & Equipment Address: 243 Sheep Davis Rd, Concord, NH 03301 Phone: (888) 701-1119	do not rent office containers		
Vanguard Modular Building Systems, LLC Address: 152 Sylvan St 3rd floor, Danvers, MA 01923 Phone: (877) 438-8627	left message – no response	·	

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

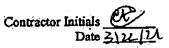
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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

GENERAL PROVISIONS

1. IDENTIFICATION.		1.2 State Agency Addres	3				
1.1 State Agency Name		23 Hazen Drive	-				
Department of Safety Division of Motor Vehicles	•	Concord, NH 03305					
DIAISION OF MODULA GUICES	I		*				
1.3 Contractor Name		1.4 Contractor Address					
Pac-Van, Inc.		505 West Main Street, Til	ton; NH 03276				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation				
Number	02-23-23-233015-23110000-	June 30, 2024	Not to exceed \$5,456.21				
(603) 729-3603	022-500248		¥ .				
1.9 Contracting Officer fo	Shin Annov	1.10 State Agency Teleph	one Number				
Steven Lavoie	1 ante villenet	(603) 227-4050					
1.11 Contractor Signature		1:12 Name and Title of C					
(manuff (allato Data 3/22/02	MANEY C. Collazzo Branch Manager					
1.13 State Agency Signal		1.14 Name and Title of S	State Agency Signatory				
	Date: 4/29/21		Director of Administration				
1.15 Approval by the N.H	L Department of Administration, Divi	sion of Personnel (if applicat	blo)				
By:		Director, On:	·				
1.16 Approval by the Atta	omey General (Form, Substance and I	Execution) (If applicable)					
By:		On	, , , , , , , , , , , , , , , , , , , ,				
1.17 Approval by the Gov	remor and Executive Council (f.appl	icable)					
G&C Item number.	G&	C Meeting Date:					
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Page 1 of 5



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.

Page 2 of 5

Contractor Initials ______ Date ______

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Page 3 of 5

Contractor Initials Date 3/20/21

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.

Page 4 of 5

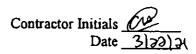


Exhibit A

Special Provisions

There are no special provisions.

Exhibit B

Scope of Services

Pac-Van, Inc., 505 West Main Street, Tilton, NH 03276 (vc272830-P001) shall provide one (1) office container for the State of New Hampshire Department of Safety, Division of Motor Vehicles (DMV) at the Durham NH CDL testing site as follows:

- 1. One (1) office container measuring eight feet by twenty feet (8'x20') including HVAC, electrical service, desk and file drawer, for a period of up to thirty six (36) months, commencing on July 1, 2021, and ending no later than June 30, 2024.
- 2. The contact person for Pac-Van, Inc., is Cindy Houston or her designee, telephone: 603-729-3603, e-mail chouston@pacvan.com
- The contact person for the DMV is Lisa Lienhart or her designee for office container or contract issues, telephone 603-227-4050, e-mail <u>lisa_lienhart@dos.nh.gov</u>.
- The Department of Safety may terminate this agreement at any time upon providing thirty (30) days written notification to Pac-Van, Inc., to pick up the office container.

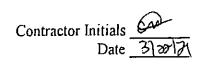
Exhibit C	
Payment Schedule	

The payment schedule for transfer of funds from the Department of Safety to Pac-Van, Inc., 505 West Main Street, Tilton, NH is contingent upon the following:

1. Submittal of invoice(s), for the office rental to the Department of Safety.

- 2. Payment terms shall be net 30 days from date of invoice.
- 3. Payment schedule:

Office rental at \$150.00 per month for up to 36 months\$ 5,400.00Pickup charge if required\$ 56.214. Total agreement not to exceed.\$ 5,456.21



WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF PAC-VAN, INC., an Indiana corporation

March 22, 2021

The undersigned, being the members of the Board of Directors (the "Board") of Pac-Van, Inc., an Indiana corporation (the "<u>Company</u>"), acting pursuant to the authority of Section 23-1-34-2 of the Indiana Business Corporation Law of the State of Indiana and Article II, Section 2.5 of the Bylaws of the Company, take the following action, adopt the following resolutions and transact the following business as of the date first above written by written consent.

Business with the State of New Hampshire

WHEREAS, the Board has determined that it is in the best interests of the Company to enter into certain contracts or agreements with the State of New Hampshire and any of its agencies or departments.

NOW, THEREFORE, BE IT RESOLVED, that Nancy Collazzo as the branch manager of the Tilton, New Hampshire branch of the Company, and Ryan Dillon as Regional Vice President of the Company are duly authorized to enter into contracts or agreements on behalf of Pac-Van, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in their judgment be desirable or necessary to effect the purpose of this consent.

General Resolutions

RESOLVED, FURTHER, that, in addition to the specific authorizations set forth in the foregoing resolutions, any acts of any of the officers of the Company (the "<u>Authorized Officers</u>") and of any person or persons designated and authorized to act by such Authorized Officer, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby ratified, confirmed, approved, and adopted as acts in the name and on behalf of the Company;

RESOLVED, FURTHER, that any person dealing with any of the Authorized Officers authorized by the foregoing resolutions in connection with any of the foregoing matters, shall be conclusively entitled to rely upon the authority of such Authorized Officer by his execution of any document, agreement or instrument, the same being a valid and binding obligation of the Company enforceable in accordance with its terms; and

RESOLVED FURTHER, that if any party to the transactions contemplated hereby or any third party or governmental entity shall require certain specific resolutions to be adopted by the Board to evidence or to facilitate the actions contemplated by these resolutions, the Board and any of the Authorized Officers be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Company, to prepare and certify the appropriate form of resolutions so required, and such resolutions shall thereupon be deemed to have been adopted, to the same extent as if presented to and adopted by the Board, provided that a copy of any such resolutions shall be affixed to these resolutions by such Authorized Officers. IN WITNESS WHEREOF the undersigned have executed this Consent on the date first above written.

Theodora M. Mous Theodore M. Mousouris (Mar 20, 2021 20:10 EDT) AND MA MAURALL

Theodore M. Mourouzis

Retter

Eric Weber (Mar 72, 7021 10:12 EDT) Eric Weber

[Pac-Van, Inc. Written Consent of the Board of Directors dated March 22, 2021]

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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 PAC-VAN, INC. is a Indiana Profit Corporation registered to transact business in New Hampshire on April 06, 2016. 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: 741685 Certificate Number: 0005095928



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of January A.D. 2021.

William M. Gardner Secretary of State

THIS CERTIFICATE IS ISUED AS A MATTER OF INFORMATION ONLY AND COMPERS NO FUGHTS UPON THE CERTIFICATE MOLDER, THE CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUND INSURADIS, AUTHORIZED, ENTRE POLICIES BELOW THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUND INSURADIS, AUTHORIZED, ENTRE POLICIES AND THE CERTIFICATE MOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(is) must have ADDITIONAL INSURED provisions of be policy certain policies may require as endorsement. A statement on the mouster dynamic between the insurance of the policy certain policies may require as endorsement. A statement on the mouster of the mouster o	HIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ORLY AND CONFERENCE NO RIGHTS UPON THE CALLER, THE SETTINGSE DOES NOT APPRAMMENT OR RECENTLY AND CONTRACT BETWEEN THE SUNNO REUTERSEE BLOW DEPRESENTATION OF PROJECTIVE OF RECENTLY AND CONTRACT BETWEEN THE SUNNO REUTERSEE ALL DEPRESENTATION OF PROJECTIVE OF RECENTLY AND CONTRACT BETWEEN THE SUNNO REUTERSEE ALL DEPRESENTATION OF PROJECTIVE OF RECENTLY AND CONTRACT BETWEEN THE SUNNO REUTERSEE ALL DEPRESENTATION OF PROJECTIVE OF RECENTLY AND CONTRACT BETWEEN THE SUNNO REUTERSEE ALL DEPRESENTATION OF PROJECTIVE OF RECENTLY AND CONTRACT BETWEEN THE SUNNO REUTERSEE ALL DEPRESENTATION OF PROJECTIVE OF RECENTLY AND CONTRACT BETWEEN THE SUNNO REUTERSEE ALL DEPRESENTATION OF PROJECTIVE OF RECENTLY AND CONTRACT BETWEEN THE SUNNO REUTERSEE ALL DEPRESENTATION OF PROJECTIVE OF RECENTLY AND CONTRACT BETWEEN THE SUNNO REUTERSEE DEPRESENT THE SUNNO AND AND REUTERSEE ADDR TO BUY OF RUCH OF RECENT STATE OF THE SUNNO AND AND REUTERSEE ADDR TO BUY OF RUCH OF RECENT STATE OF THE SUNNO AND AND REUTERSEE ADDR TO BUY OF RUCH OF RECENT STATE OF THE SUNNO AND AND REUTERSEE ADDR TO BUY OF RUCH O	CERTIFICATE OF		ry ins	SURAN	ICE	DATE(MIWDDYYYY) 01/15/2021	
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