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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

September 10, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with AT New Hampshire, LLC, (VC#344045) Manchester, NH in an amount up to and not to exceed $2,010,000.00 for International Truck and Engine Replacement Parts with the option to extend for up to an additional two years, effective upon Governor and Executive Council approval through July 31, 2029.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This contract, upon approval for International Truck and Engine Replacement Parts, will provide State agencies with reliable and consolidated access to essential OEM components necessary to maintain New Hampshire's fleet vehicles. Without this statewide agreement, agencies would face inconsistent pricing, and delays associated with sourcing specialized parts individually. Establishing this contract ensures continuity of operations, supports timely maintenance, and promotes efficient budget management across departments.

The replacement-parts markets for International and Cummins continue to expand due to aging fleet equipment, evolving emissions standards, and sustained demand for durable diesel-engine components. By securing these contracts, the State ensures access to verified, compliant components that support fleet reliability, highway maintenance, emergency response operations, and environmental regulatory obligations. Approval of this contract is essential to safeguarding operational readiness and ensuring responsible stewardship of State resources.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 3135-27 on May 18, 2026, with responses due on June 4, 2026. This RFB reached 361 vendors. There were 4 compliant responses received for section 1 International, and 5 compliant responses received for section 2 Cummins. The contracts are awarded based on the *lowest cost per section within each district*. After reviewing all responses:

- **Districts 2 and 4**:
  Reed Trucking Services, LLC provided the lowest pricing for both **International** and **Cummins** brand parts.
- **Districts 1, 3, 5, and 6 – International brand:**
  DeVivo Companies submitted the lowest-cost responses.
- **Districts 1, 3, 5, and 6 – International brand:**
  AT New Hampshire, LLC submitted the lowest-cost responses.
- **Districts 1, 3, 5, and 6 – Cummins brand:**
  ATG Manchester LLC submitted the lowest-cost responses.

Note: Agencies utilizing Districts 1, 3, 5, and 6 for International brand parts will issue an RFQ and proceed with the lowest-cost quote.

The following table represents a district-by-district summary indicating which vendor will receive the award for each brand.

X = Awarded Districts									
Section 1					Section 2				
International Truck and Engine Replacement Parts					**Cummins** Truck and Engine Replacement Parts				
District	AT New Hampshire, LLC	ATG Manchester LLC	DATTCO, Inc. dba DeVivo Companies	Reed Truck Services, Inc.	District	AT New Hampshire, LLC	ATG Manchester LLC	DATTCO, Inc. dba DeVivo Companies	Reed Truck Services, Inc.
1	X		X		1		X		
2				X	2				X
3	X		X		3		X		
4				X	4				X
5	X		X		5		X		
6	X		X		6		X		

The following table represents a summary of the amount necessary to accommodate the requested contract term. A detailed bid tabulation is attached for reference.

Contract financials	
Estimated annual spend	$581,461.60
Estimated 3-year term spend	$1,744,384.80
Add allowance for balance of product line (Approximately 15%)	$265,615.20
Recommended Price limitation	$2,010,000.00

Based on the foregoing, I am respectfully recommending approval of the contract with AT New Hampshire, LLC.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Truck and Engine Replacement Parts	Agency	Statewide
RFB#	3135-27	Requisition#	N/A
Agent Name	Michelle Parent	Bid Closing	6/4/26 10:30AM ET

Qty.	UOM	Product Description	ATG Manchester LLC TOTAL COST
1	TOTAL	Truck and Engine Replacement Parts - **(CUMMINS)**	$86,874.89
		Estimated annual spend	$86,874.89
		Estimated term spend	$260,624.68
		Add allowance for balance of product line (Approximately 15%)	$39,375.32
		Recommended price limitation	$300,000.00
Special Notes:		ATG Manchester, LLC Manchester will be awarded **Districts 1, 3, 5,& 6 for CUMMINS** Truck and Engine Replacement Parts ATG Manchester, LLC's bid for Section 1 was non-compliant, as a vendor needed to bid on 90% of a section to be considered for award.	

Qty.	UOM	Product Description	DATTCO, Inc. dba DeVivo Companies TOTAL COST
1	TOTAL	Truck and Engine Replacement Parts - **(INTERNATIONAL)**	$580,035.89
		Estimated annual spend	$580,035.89
		Estimated term spend	$1,740,107.68
		Add allowance for balance of product line (Approximately 15%)	$264,892.32
		Recommended price limitation	$2,005,000.00
Special Notes:		DATTCO, Inc. dba DeVivo Companies will be awarded **Districts 1, 3, 5, & 6 for INTERNATIONAL** Truck and Engine Replacement Parts Agencies needing International replacement parts in Districts 1, 3, 5 & 6 will issue an RFQ to both vendors and move forward with the lowest cost quote.	

Qty.	UOM	Product Description	AT New Hampshire, LLC TOTAL COST
1	TOTAL	Truck and Engine Replacement Parts - **(INTERNATIONAL)**	$581,461.60
		Estimated annual spend	$581,461.60
		Estimated term spend	$1,744,384.80
		Add allowance for balance of product line (Approximately 15%)	$265,615.20
		Recommended price limitation	$2,010,000.00
Special Notes:		DATTCO, Inc. dba DeVivo Companies will be awarded **Districts 1, 3, 5, & 6 for INTERNATIONAL** Truck and Engine Replacement Parts Agencies needing International replacement parts in Districts 1, 3, 5 & 6 will issue an RFQ to both vendors and move forward with the lowest cost quote.	

Qty.	UOM	Product Description	Reed Truck Services, Inc. TOTAL COST
1	TOTAL	Truck and Engine Replacement Parts - **(CUMMINS & INTERNATIONAL)**	$647,257.14
		Estimated annual spend	$647,257.14
		Estimated term spend	$1,941,771.41
		Add allowance for balance of product line (Approximately 15%)	$293,228.59
		Recommended price limitation	$2,235,000.00
Special Notes:		Reed Truck Services, Inc. will be awarded **Districts 2 & 4 for INTERNATIONAL** Truck and Engine Replacement Parts. Reed Truck Services, Inc. will be awarded **Districts 2 & 4 for CUMMINS** Truck and Engine Replacement Parts	

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Recommendation Summary	ATG Manchester LLC	DATTCO, Inc. dba DeVivo Companies	Reed Truck Services, Inc.	AT New Hampshire, LLC
Statewide Contract or Amendment	Statewide Contract			
Term of Contract	3 Years with 2 year extension option			
Price Limitation	$300,000.00	$2,005,000.00	$2,235,000.00	$2,010,000.00
Number of Compliant Solicitations Received	Four for section 1 - Five for section 2			
Number of Sourced bidders	23			
Number of NIGP Vendors Sourced	338			
Number of non-responsive bidders	352			
P-37 Checklist Complete	Yes	Yes	Yes	Yes
D&B Report On File	Yes	Yes	Yes	Yes
Confirmed Vendor is not debarred or suspended (Sam.gov)	Not	Not	Not	Not
Method of Payment (P-card/ACH)	P-Card/ACH			
FOB Delivered	Yes			

Special Notes:

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 3135-27 on May 18, 2026, with responses due on June 4, 2026. This RFB reached 361 vendors. There were 4 compliant responses received for section 1 International, and 5 compliant responses received for section 2 Cummins. The contracts are awarded based on the lowest cost per section within each district. After reviewing all responses:

- Reed Trucking Services, LLC provided the lowest pricing for **both** International and Cummins brand parts for the following districts.
  - Districts 2 and 4

- ATG Manchester LLC submitted the lowest pricing for Cummins brand parts for the following districts.
  - Districts 1, 3, 5, and 6

- DeVivo Companies submitted the lowest pricing for International brand parts for the following districts
  - Districts 1, 3, 5, and 6

- AT New Hampshire, LLC provide the lowest cost for International brand Parts for the following districts.
  - Districts 1, 3, 5, and 6

Agencies needing International replacement parts in Districts 1, 3, 5 & 6 will issue an RFQ to both vendors and move forward with the lowest cost quote.

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 – Contract #8003932

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name AT New Hampshire, LLC		1.4 Contractor Address 1400 South Willow St. Manchester, NH 03103	
1.5 Contractor Phone Number 603-623-8873	1.6 Account Unit and Class Various	1.7 Completion Date 07/31/2029	1.8 Price Limitation $2,010,000.00
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature Date: 9.4.26		1.12 Name and Title of Contractor Signatory Michael C Schrempf COO Secretary	
1.13 State Agency Signature Date: 9/23/26		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
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: J.D. Lavallee		On: 10/21/2026	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials MCS

Date 9.4.26

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials MS

Date 5/4/26

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 anyone, 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials MCS

Date 8.4.26

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials MCO

Date 5.4.26

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials MCJ

Date 8.4.26

EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
   1.1. AT New Hampshire, 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 International Truck and Engine Replacement Parts items in accordance with the bid submission in response to State Request for Bid 3135-27 and as described herein.

2. **CONTRACT DOCUMENTS:**
   2.1. This Contract consists of the following documents ("Contract Documents"):
      2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
      2.1.2. EXHIBIT A Special Provisions
      2.1.3. EXHIBIT B Scope of Services
      2.1.4. EXHIBIT C Method of Payment
      2.1.5. APPENDIX A Pricing List
   2.2. 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: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," (2.1.4.) EXHIBIT C "Method of Payment," and (2.1.5.) APPENDIX A "Pricing List."

3. **TERM OF CONTRACT:**
   3.1. The term of the contract shall commence upon approval of the Governor and Executive Council, through July 31, 2029.
   3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.
   3.3. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. **SPECIFICATIONS:**
   4.1. Complete specifications required are detailed in the SCOPE OF WORK section of this contract.

5. **SCOPE OF WORK:**
   5.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
   5.2. Make deliveries in accordance with the delivery days and timeframes set forth herein, except on holidays or at other times when the State is closed, including, but not limited to, inclement weather. All references to the time of day are Eastern Time (ET).
   5.3. Contractor shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."
   5.4. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of product from the carrier and placement on the State loading dock or receiving platform. The State receiving personnel are not required to assist in this process. Reasonable compliance with delivery terms shall be final and binding and the burden of proof of proper receipt of the order shall rest with the Contractor.
   5.5. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative

Contractor Initials RMCS

Date 8.4.26

Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

5.6. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, 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 shall be paid for any off-hour work. All references to the time of day are Eastern Standard Time (EST).

5.7. If **sub-contractors** are to be utilized, please include 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.

5.8. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

5.9. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

5.10. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as 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.

5.11. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

5.12. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

5.13. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

5.14. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

5.15. Product information must be clearly identified on packaging.

5.16. Recalls: Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.

5.17. Deliveries missed due to inclement weather, breakdowns or other unforeseen condition must be rescheduled to the next business day.

6. BACK ORDERS AND SUBSTITUTIONS:

6.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. No substitutions shall be made without the written consent of the State.

6.2. Items ordered but not delivered in error by the Contractor shall be credited on the next invoice or products delivered at a later date as mutually agreed upon in writing.

6.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.

6.4. If a standard inventory item is out of stock, the contractor is required to make every effort to supply the ordered item within the original delivery time frame. This effort would include checking other distribution branches or the factory for the requested product to expedite availability and delivery. Every effort will be made to have the item delivered or made available for pick-up within 3 days from original order date.

Contractor Initials MCS

Date 8.4.26

7. **RETURNED GOODS:**

7.1. The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

7.2. Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

8. **DELIVERY LOCATIONS:**

8.1. The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations as mutually agreed upon in writing by executing an amendment to the contract. This listing does not include any eligible participants.

NH DOT Mechanical Services and NH DOT Turnpikes Delivery Locations

Location	Address	District
Lancaster Garage	647A Mina St. Lancaster NH 03584	District 1
Twin Mountain Garage	502 Rt 302. Twin Mountain NH 03595	District 1
Ossipee Garage	15 Hodson Shore Rd. Ossipee NH 03814	District 3
Main Facility	33 Smokey Bear Blvd, Concord NH 03301	District 5
Hooksett Garage – Turnpikes	36 Hackett Hill Rd. Hooksett NH 03106	District 5
North Hampton Garage	147 South Rd. North Hampton NH 03862	District 6

9. **DELIVERY TIME:**

9.1. The Contractor shall be required to stock the listed parts and deliver the items free of charge to all State agencies according to the following schedule. If an order is placed for the listed part numbers and in-stock inventory before 9:00 AM, they shall be delivered the next business day. Balance of product line items ordered under the contract shall be delivered free of charge within TWO (2) business days from the receipt of the order. The agencies may pick up at the Contractors location during regular business hours. All shipments are FOB destinations.

9.2 **DELIVERY TIME - SPECIAL ORDERS:**

9.2.1. Special order items will have delivery or lead times expressed to contract users at time of order or inquiry. It will be the Contractor's responsibility to maintain communication with the "special order product" manufacturer to ensure the special order item meets the stated delivery time. If the Contractor is notified by the manufacturer of an extended lead time over the original time quoted, the Contractor will contact the ordering contract user and advise of extended delays. At this point the contract user may approve the additional lead-time or cancel the special order without penalty or fees. All quoted or stated delivery times will be from the receipt of verbal, telephone, facsimile or e-mail orders. All shipments are FOB destinations.

10. **DELIVERY:**

10.1. The Contractor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order.

10.2. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

Contractor Initials MS

Date 5.4.26

11. ADDITIONAL REQUIREMENTS:

11.1. The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

11.2. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

11.3. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

11.4. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

11.5. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

11.6. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

12. ACCOUNT REPRESENTATIVE:

12.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

12.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

12.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

12.1.3. Provide information and product offerings to bring the latest industry ideas to the State as applicable.

12.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

13. USAGE REPORTING:

13.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Michelle Parent and sent electronic to Michelle.A.Parent@das.nh.gov. At a minimum, the Report shall include:

13.1.1. Contract Number

13.1.2. Utilizing Agency and Eligible Participant

13.1.3. Services/Products Purchased (showing the manufacturer, item, part number, detailed part description, quantity ordered, unit cost, and the extended total cost.)

13.1.4. Third-party sustainability certifications, environmental attributes, and documentation with respect to recycled content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:

13.1.4.1. Percentage of recycled materials contained within finished products

13.1.4.2. Percentage of waste recycled throughout the manufacturing process

13.1.4.3. Types and volume of packaging used for transport

13.1.4.4. Any associated material avoided and/or recycled as applicable under contract

13.1.4.5. A standardized reporting form will be provided after contract award

13.1.4.6. Green Certifications for each product sold

13.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.

13.1.6. In Excel format

Contractor Initials MS

Date 5.4.26

14. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

14.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #3135-27, as described herein, and under the terms of this Contract.

14.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

14.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

14.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx.

14.5. 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.

14.6. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

15. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

15.1. 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.

16. CONFIDENTIALITY & CRIMINAL RECORD:

16.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials MG

Date 5.4.26

EXHIBIT C - METHOD OF PAYMENT

17. CONTRACT PRICE:

17.1. The Contractor hereby agrees to provide Truck and Engine Replacement Parts in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $2,010,000.00; 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.

18. PRICING STRUCTURE:

18.1. See Appendix A.

19. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

19.1. The items in the Appendix A include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified herein.

19.2.

BALANCE OF PRODUCT LINE FROM INTERNATIONAL U.S. PARTS UNIT PRICE SCHEDULE DISCOUNT: 20 %.

20. INVOICE:

20.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

- 20.1.1. State of NH purchase order (PO) number if applicable
- 20.1.2. State of NH contract number
- 20.1.3. State of NH ordering agency information
  - 20.1.3.1. Name and contact information of ordering individual
  - 20.1.3.2. Name of ordering state agency / department
  - 20.1.3.3. Address of ordering state agency / department
  - 20.1.3.4. Name and contact information of ordering state agency accounts payable office
- 20.1.4. Date of purchase
- 20.1.5. Date of delivery
- 20.1.6. Contractor order number
- 20.1.7. Contractor account representative name and contact information
- 20.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment
- 20.1.9. Items backordered and their delivery date

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

21. PAYMENT:

21.1. 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 MCS

Date 5.9.16

APPENDIX A - PRICING LIST

Pages 12-15 International Price List

SECTION 1 International Truck and Engine Replacement Parts			AT New Hampshire , LLC		
UOM	**Part Number**	**Part Description**	**Unit Price**	**% Discount**	**Unit Price After Discount**
EA	3814092C1	ADAPTER WITHOUT- RING-12 X-16	$15.32	0%	$15.32
EA	2522072C91	Adapter, Assembly Injector Oil	$51.66	0%	$51.66
EA	CFFN6100	Air Filter, Cabin	$46.59	0%	$46.59
EA	2508829C1	Arm, Steering, Upper W/ End Ca	$1,326.01	0%	$1,326.01
EA	4044470C8	Body Control Module, Electronic	$1,256.19	0%	$1,256.19
EA	1883597C1	BOLT BEARING CAP	$29.25	0%	$29.25
EA	1873161C2	BOLT M12 X 1.75 X 70MM	$15.62	0%	$15.62
EA	30752R2	Bolt M16 X 50 Mm	$5.38	0%	$5.38
EA	931830R1	BOLT M8X20 CLASS 8.8	$0.87	0%	$0.87
EA	3588153C1	BOLT SEMS ALL M8-1.25 X30 T-40	$7.41	0%	$7.41
EA	3564940C1	BOLT W/LARGE WASHER M8 X 1.25-	$5.63	0%	$5.63
EA	1873884C2	BOLT, CONNECTING ROD, ENGINE	$14.62	0%	$14.62
EA	1817958C1	BOLT, FAN HUB BRACKET	$4.96	0%	$4.96
EA	3561048C1	BOLT, FLANGE HEAD M8 X 30	$1.54	0%	$1.54
EA	1696229C1	Bolt, Hex, M10 X 45mm Pin Cage	$0.90	0%	$0.90
EA	40316R1	BOLT, HEXAGON FLANGE HEAVY M8	$1.46	0%	$1.46
EA	1669791C1	Bolt, Hold-down, Battery Box,	$11.97	0%	$11.97
EA	1817965C1	BOLT, M10 X 1.5 X 25MM HEX FLA	$5.13	0%	$5.13
EA	7094782C1	BOLT, M12 X 1.75 X 70MM	$16.88	0%	$16.88
EA	31078R1	BOLT, M16 X 120 PHC CLASS 10.9	$12.16	0%	$12.16
EA	7097504C1	BOLT, M6 X 1 X 40 HEX FLANGE S	$0.54	0%	$0.54
EA	1817953C1	BOLT, M6 X 1.0 X 16MM HEX FLAN	$4.85	0%	$4.85
EA	1817810C1	BOLT, M6 X 1.25 6Q 12MM	$1.49	0%	$1.49
EA	40078R1	BOLT, M6 X 25 HEX STAINLESS BO	$1.53	0%	$1.53
EA	1823281C1	BOLT, M8 X 1.25 X 24MM	$5.59	0%	$5.59
EA	1817956C1	BOLT, M8 X 20MM HEX FLANGE	$1.68	0%	$1.68
EA	3555605C1	BOLT, SEMS ALL STYLE 2 W/PATCH	$3.07	0%	$3.07
EA	3616238C1	BOLT, SEMS M8 X 1.25-24MM	$4.87	0%	$4.87
EA	3804756C1	BOLT, SEMS, M8-1.25 X 35 TORX,	$7.68	0%	$7.68
EA	7094781C1	BOLT, STUD M12X70 PREVAILING T	$28.80	0%	$28.80
EA	6032168309	BOLT,HEX BOLT M8X45-10.9-MAN18	$5.40	0%	$5.40
EA	A2260U1113	BOOT, AUTO SLACK ADJUSTER, BRA	$7.19	0%	$7.19
EA	2505594C1	BRACKET, SOLENOID, AIR SUSPENS	$159.94	0%	$159.94
EA	2605077C1	Brake Drum	$254.04	0%	$254.04

Contractor Initials MG

Date 8.7.24

UOM	Part Number	International Continued Part Description	Unit Price	% Discount	Unit Price After Discount
EA	XK3124707QP	BRAKE SHOE	$95.58	0%	$95.58
EA	2512559C91	BREATHER,KIT, OPEN BREATHER CO	$1,182.55	0%	$1,182.55
EA	2512559C93	BREATHER,KIT, OPEN BREATHER CO	$873.24	0%	$873.24
EA	1612291C1	CABLE, AIR TANK MOUNTING	$63.08	0%	$63.08
EA	452329C1	CABLE, MOUNTING, AIR TANK	$33.44	0%	$33.44
EA	1699204C1	CAP, STEERING KNUCKLE, LOWER	$993.74	0%	$993.74
EA	R006000A	Capnut, Wheel, Budd Uni-mount,	$3.37	0%	$3.37
EA	FLTCCIWKSTR3	CHARGE AIR COOLER(CAC); INTERN	$1,032.85	0%	$1,032.85
EA	397256R1	CLAMP NO. 44 SHOE TYPE F HOSE	$9.51	0%	$9.51
EA	2015699C1	CLAMP, CAC, ENGINEERING NO. 4C	$46.38	0%	$46.38
EA	1893794C1	CLAMP, EXHAUST	$20.90	0%	$20.90
EA	3557856C1	Clamp, Hose	$49.51	0%	$49.51
EA	1689435C91	CLAMP, TUBE OR PIPE, AIR CLEAN	$40.38	0%	$40.38
EA	3805267C2	CLAMP, TURBO	$52.69	0%	$52.69
EA	3869550C1	Clamp, V-band, Exhaust, W/ Qui	$50.23	0%	$50.23
EA	2604673C98	CLUSTER, CENTER, INSTRUMENT, B	$1,486.86	0%	$1,486.86
EA	HOR99A9743	CLUTCH,DRIVE FAN & MTG ASM	$2,536.65	0%	$2,536.65
EA	ZAJ3234051	Comb- W/out Clevis- 8 Rod	$253.46	0%	$253.46
EA	3663597C91	COMPRESSOR AIR TU-FLO 550	$3,635.00	0%	$3,635.00
EA	3611894C94	Compressor, A/C	$571.64	0%	$571.64
EA	2519439C1	CONDENSER, A/C, IRD	$461.80	0%	$461.80
EA	1667732C1	CONNECTOR, ELECT, CABLE FEMALE	$8.96	0%	$8.96
EA	1667733C1	CONNECTOR, ELECT, CABLE METRIC	$15.34	0%	$15.34
EA	6131525C1	Connector, Ma22 Male X 3/8 Ptc	$18.26	0%	$18.26
EA	1883086C93	CONTROL,MODULE ASSY, ECM	$3,322.78	0%	$3,322.78
EA	ZSH9404206021G	COOLANT	$14.99	0%	$14.99
EA	CC36077	COOLANT, 6-1 GAL. BOTTLES (3.7	$18.56	0%	$18.56
EA	3005464C2	COOLER CHARGE AIR HI PRESS CAC	$1,991.85	0%	$1,991.85
EA	2861157	COOLER GP-CG	$1,581.87	0%	$1,581.87
EA	2604156C91	Cooler, Charge Air	$2,021.80	0%	$2,021.80
EA	5010597R93	COOLER, EGR	$5,196.68	0%	$5,196.68
EA	5010597R94	COOLER, EGR	$3,292.87	0%	$3,292.87
EA	1842417C94	COOLER, ENGINE OIL	$1,349.04	0%	$1,349.04
EA	7081861C91	COOLER, ENGINE OIL, OIL 466 AS	$1,276.16	0%	$1,276.16
EA	3605669C3	COOLER, OIL, TRANSMISSION, OIL	$1,198.50	0%	$1,198.50
EA	2513224C1	CORE ASSEMBLY CORE /TANKS	$2,622.78	0%	$2,622.78
EA	1832784C1	COVER, DUST AIR CONDITIONER CO	$11.07	0%	$11.07

Contractor Initials RMCS

Date 5.4.26

UOM	Part Number	International Continued Part Description	Unit Price	% Discount	Unit Price After Discount
EA	1881727C93	COVER, ENGINE, FRONT	$1,937.37	0%	$1,937.37
EA	PSP1026	DIESEL FUEL SUPPLEMENT ANTIGEL	$11.04	0%	$11.04
EA	2606293C1	DIESEL PARTICULATE FILTER, DOC	$2,305.51	0%	$2,305.51
EA	2612800C91	DOC ASSEMBLY	$2,042.15	0%	$2,042.15
EA	3687178W94E	DOOR,CAB RT,	$1,725.92	0%	$1,725.92
EA	2612521C91	DPF ASSEMBLY	$4,012.42	0%	$4,012.42
EA	FLT4401B	DRUM, REAR, 16.5 X 7 INCH. BAL	$140.08	0%	$140.08
EA	1878455C91	DUCT ASSY EGR & INLET AIR MIXR	$1,934.18	0%	$1,934.18
EA	ECCSW15	ELECTRO-MECHANICAL ACTUATION S	$57.10	0%	$57.10
EA	7095136C91	ELECTRONIC CONTROL MODULE (ECM	$2,635.92	0%	$2,635.92
EA	CFFNR6100	Element Air Filter Hvac	$17.47	0%	$17.47
EA	1899335C91	Element, Fuel Strainer, W/ Ada	$36.51	0%	$36.51
EA	ZSH550045144G	ENGINE OIL	$19.03	0%	$19.03
EA	2517040C92	ENGINE,KIT, ENGINE OVERHAUL 46	$3,447.59	0%	$3,447.59
EA	7095683C92	EXHAUST BRAKE, BRAKE, ASSY EXH	$1,391.35	0%	$1,391.35
EA	3805943C1	FASTENER DOOR TRIM RETAINER	$1.53	0%	$1.53
EA	3548695C1	FASTENER, DOOR TRIM, NYLON GRO	$0.51	0%	$0.51
EA	3839141C1	FILTER HVAC AIR INLET FRESH	$28.68	0%	$28.68
EA	CV50628	Filter, Crankcase Ventilation	$175.42	0%	$175.42
EA	4043517C1	FILTER, OIL, P/S RESERVOIR	$46.59	0%	$46.59
EA	7078677C1	FITTING M10 X 1 37DEG FLARE	$34.24	0%	$34.24
EA	3801265C1	FITTING, ADAPTER, 1-3/16-12 OR	$22.62	0%	$22.62
EA	3520250C2	FITTING, AIR BRAKE, COMPRESSIO	$30.45	0%	$30.45
EA	1888103C3	FITTING, CAC, DRIVERS SIDE, CO	$87.04	0%	$87.04
EA	FLT3030LCB20	Fleetrite Air Brake Chamber	$53.90	0%	$53.90
EA	FLT109493	Fleetrite Air Brake Dryer Cart	$93.47	0%	$93.47
EA	FLTATF668G	Fleetrite Automatic Transmissi	$33.82	0%	$33.82
EA	FLTFP	Fleetrite Diesel Exhaust Fluid	$14.79	0%	$14.79
EA	FLTEC40VBS	Fleetrite Exhaust Clamp	$24.09	0%	$24.09
EA	FLTMIR4049	Fleetrite Mirror	$23.96	0%	$23.96
EA	FLTPSF32KK	Fleetrite Power Steering Fluid	$9.66	0%	$9.66
EA	FLTATF295GKK	FLUID, SYN, AUTO TRANSMISSION,	$61.06	0%	$61.06
EA	4080114C2	Fuel Filter	$109.58	0%	$109.58
EA	FF63054NN	Fuel Filter, Spin-on	$76.02	0%	$76.02
EA	2015983C1	GASKET, EXHAUST PIPE FLANGE	$37.07	0%	$37.07
EA	1891515C1	GASKET, EXHAUST PIPE FLANGE	$26.76	0%	$26.76

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Date 6.9.26

UOM	Part Number	International Continued Part Description	Unit Price	% Discount	Unit Price After Discount
EA	3900706C1	GASKET, EXHAUST PIPE FLANGE, 4	$34.01	0%	$34.01
EA	1875808C1	GASKET, TUBE, EGR, TRIANGLE SH	$20.25	0%	$20.25
EA	2594129C2	Gasket, V- Band Flange	$31.73	0%	$31.73
EA	1889322C92	GASKET,CYLINDER HEAD GASKET KI	$1,163.01	0%	$1,163.01
EA	3886363C91	GEAR, POWER STEERING, M100	$2,466.66	0%	$2,466.66
EA	3541389C92	GEAR,ASM STEERING , M80	$1,987.32	0%	$1,987.32
EA	3565125C1	GROMMET, RUBBER PIPE CABLE ETC	$29.03	0%	$29.03
EA	3558130C92	Handle, Grab, B-pillar, Bright	$394.65	0%	$394.65
EA	7098211C92	HEAD, ASSY CYLINDER W/ VALVES	$5,429.61	0%	$5,429.61
EA	1889321C95	HEAD,KIT, CYLINDER HD SEAL, MA	$1,075.73	0%	$1,075.73
EA	3613762C94	HOOD, W/ ACCESS HATCH W/ MRD-	$4,333.80	0%	$4,333.80
EA	3791174C2	Horn, Air	$94.93	0%	$94.93
EA	3718791C1	HOSE, AIR INTAKE, CAC (CAC), F	$75.79	0%	$75.79
EA	3857394C1	HOSE, AIR, FLEXIBLE	$278.86	0%	$278.86
EA	CR1788	Hubcap, Wheel, 4.540 Id, 6.625	$46.41	0%	$46.41
EA	5013382R91	I367	$2,208.18	0%	$2,208.18
EA	5012992R91	I746 Hp Turbocharger Kit	$2,388.28	0%	$2,388.28
EA	5010561R93	Injector Assy, Fuel, Reman	$459.51	0%	$459.51
EA	2512884C91	INJECTOR, DOSER, HYDROCARBON	$443.24	0%	$443.24
EA	5010715R91	Injector, Fuel, I334, 466, Rem	$566.54	0%	$566.54
EA	2592963C1	INSERT MOLDED RBR PKG OF 25	$10.38	0%	$10.38
EA	2506711C91	KIT AIR BRK SOLENOID N.C. 12V	$86.30	0%	$86.30
EA	2506712C91	KIT AIR BRK SOLENOID N.O. 12V	$85.11	0%	$85.11
EA	2597075C91	KIT LOWER HOLDER RH	$78.63	0%	$78.63
EA	3004741C93	KIT TURBOCHARGER 11L	$3,576.70	0%	$3,576.70
EA	5012932R91	KIT, I746 LP TURBOCHARGER REMA	$1,845.46	0%	$1,845.46
EA	5011058R92	KIT, REMAN TURBO LOW PRESSURE	$2,479.52	0%	$2,479.52
EA	7092940C91	KIT, TURBO LOW PRESSURE	$1,845.46	0%	$1,845.46
EA	3004740C95	KIT, TURBOCHARGER 11L	$2,828.32	0%	$2,828.32
EA	2516371C91	KIT,ENGINE OVERHAUL MAXX DT	$5,192.58	0%	$5,192.58
EA	R810019	KT SLACK,KIT CLEVIS SLACK ADJ	$17.31	0%	$17.31
EA	LF9009	L/O FLTR,FILTER-LUBE OIL	$73.13	0%	$73.13
EA	3524553C94	LAMP, CLEARANCE/MARKER, INCAND	$44.76	0%	$44.76
EA	1667734C1	LOCK, CONNECTOR BODY, ELECT, 3	$13.74	0%	$13.74
EA	2039342C1	LOCK, CONNECTOR, ELECT, 7-WAY	$2.09	0%	$2.09
EA	3E8017	LOCKNUT	$7.63	0%	$7.63
EA	40066R1	LOCKNUT, FLANGED M8, BEFORE 07	$2.12	0%	$2.12

Contractor Initials WMG

Date 8.4.24

UOM	Part Number	International Continued Part Description	Unit Price	% Discount	Unit Price After Discount
EA	5013804R1	MANIFOLD, AIR INTAKE, DUAL HEA	$1,526.99	0%	$1,526.99
EA	1833945C97	MANIFOLD, ASM HIGH PRESS OIL	$4,841.49	0%	$4,841.49
EA	7092501C95	MANIFOLD, EXHAUST, FRONT AND R	$1,790.13	0%	$1,790.13
EA	2720132	MANIFOLD-EXH	$1,531.66	0%	$1,531.66
EA	2526586C91	MIRROR REAR VIEW	$346.70	0%	$346.70
EA	3766401C94	MIRROR, REAR VIEW, C-LOOP LEFT	$722.12	0%	$722.12
EA	3766402C94	MIRROR, REAR VIEW, C-LOOP RIGH	$649.07	0%	$649.07
EA	2513395C1	Module, Aftertreatment Inlet,	$4,695.57	0%	$4,695.57
EA	2513396C1	MODULE, DIESEL PARTICULATE FIL	$4,486.73	0%	$4,486.73
EA	7091546C93	MODULE, ENGINE CONTROL	$3,485.84	0%	$3,485.84
EA	4346886C1	Nut , Wheel Nut M22 X 1.5	$5.38	0%	$5.38
EA	124925	NUT, 3/8-NF JAM TYPE 5	$0.51	0%	$0.51
EA	3544379C1	NUT, FLANGE M8	$1.03	0%	$1.03
EA	30756R1	NUT, HEX M16 PRVTRQ	$3.84	0%	$3.84
EA	30755R1	NUT, HEX, M12 FLANGED	$1.53	0%	$1.53
EA	3535162C1	NUT, HEX, METRIC PREV TORQ M8	$2.56	0%	$2.56
EA	3625310C1	NUT, SPEED LOCKING M6 X 1.0	$5.63	0%	$5.63
EA	3551059C1	NUT, SPEED, M8 X 1.25 U-NUT	$7.68	0%	$7.68
EA	7081862C91	OIL COOLER, ENGINE, NAV/INTL 5	$1,835.16	0%	$1,835.16
EA	LF16035	Oil Filter	$32.76	0%	$32.76
EA	3007498C94	Oil Filter Kit	$79.70	0%	$79.70
EA	ZSH550046214D	Oil, Engine, Rotella T5 15w40	$1,096.74	0%	$1,096.74
EA	1844447C1	O-RING	$18.91	0%	$18.91
EA	1841581C1	O-RING, NO. 208 0.609 IN. X 0.	$5.47	0%	$5.47
EA	ZAJ8038012P	Pin, Yoke, 1/2 Stainless, Pkg,	$21.37	0%	$21.37
EA	3620522C2	PIPE EXHAUST CGI PIPE -	$1,076.69	0%	$1,076.69
EA	4038972C4	PIPE TURBOCHARGER WELDED ASSEM	$976.43	0%	$976.43
EA	3847492C1	PIPE, CAC, HOT SIDE	$605.88	0%	$605.88
EA	2605003C1	PIPE, EXHAUST, I6 ENGINE RSM	$1,846.49	0%	$1,846.49
EA	4078630C3	PIPE, TAIL, VERTICAL TAILPIPE	$1,520.81	0%	$1,520.81
EA	3816007C91	Pipe, Turbo, Rsm Hvuc Assy	$2,236.70	0%	$2,236.70
EA	4082465C4	PIPE, TURBO, WELDED	$1,330.46	0%	$1,330.46
EA	1876101C96	PISTON KIT, ENGINE, W/ SLEEVE,	$691.26	0%	$691.26
EA	589391C1	PLUG SEALER LOOSE PIECE	$2.68	0%	$2.68
EA	2607909C1	PLUG SEALING	$1.21	0%	$1.21

Contractor Initials JMCS

Date 9.4.26

UOM	Part Number	International Continued Part Description	Unit Price	% Discount	Unit Price After Discount
EA	280GCFJW-B5RF	POWER TAKE-OFF	$2,693.62	0%	$2,693.62
EA	1841930C1	PULLEY, FAN DRIVE, COMPRESSOR,	$225.08	0%	$225.08
EA	1891305C94	Pump Assy, Fuel, Brushless, El	$910.07	0%	$910.07
EA	1842721C91	PUMP ASSY, OIL, HIGH PRESSURE	$2,105.44	0%	$2,105.44
EA	5010755R94	PUMP KIT, OIL, REMAN HIGH PRES	$2,069.62	0%	$2,069.62
EA	5011332R91	PUMP,KIT, REMAN HP PUMP 16CC	$3,014.10	0%	$3,014.10
EA	2513229C1	RADIATOR	$2,294.91	0%	$2,294.91
EA	2604119C92	RADIATOR ALUM W/O INTANK OC	$1,903.41	0%	$1,903.41
EA	2604117C92	RADIATOR ASSY, COOLING SYSTEM,	$2,020.04	0%	$2,020.04
EA	2604196C91	RADIATOR,MM RADIATOR HSED W/O	$1,799.29	0%	$1,799.29
EA	2604461C94	RADIATOR,MM RADIATOR LTR ASSY	$1,789.22	0%	$1,789.22
EA	2204891C1	REFLECTR,REFLECTOR TRIANGLES 2	$32.39	0%	$32.39
EA	3505300C1	RELAY, ECM	$24.69	0%	$24.69
EA	5011161R91	REMAN i745 LONG BLOCK PLUS PTO	$31,581.72	0%	$31,581.72
EA	5010979R1	REMAN, MODULE ECM I783	$4,648.86	0%	$4,648.86
EA	5012792R91	REMANUFACTURED I334 LP SUPER C	$1,285.47	0%	$1,285.47
EA	5012572R91	Remanufactured I745 13l Hp Tur	$1,455.23	0%	$1,455.23
EA	XK23014715QP	Remanufactured Shoe Kit	$171.30	0%	$171.30
EA	5012231R91	RENEWED B770 15L LP TURBOCHARG	$2,312.43	0%	$2,312.43
EA	7093618C92	Replacement Kit, Full Breather	$804.45	0%	$804.45
EA	2515195C1	RETRACTOR ASSY, SEATBELT, BLAC	$205.20	0%	$205.20
EA	1885682C1	RING O 2.2 X 9.3 ID	$13.12	0%	$13.12
EA	ZSH550067157P	Rotella T5 15w40ck4_1 5ugl_a1w	$105.86	0%	$105.86
EA	3552454C1	SCREW, TAPPING, M4.2 X 1.41-35	$1.53	0%	$1.53
EA	1889589C1	SEAL ASSY VALVE STEM	$9.03	0%	$9.03
EA	3543881C1	SEAL, C-PLATE, A/C, 1/2	$5.46	0%	$5.46
EA	1667735C1	SEAL, WIRE TERMINAL, 14/16-GAU	$2.03	0%	$2.03
EA	3615543C92	SEAT, DRIVER HI-AIR SUSPENSION	$1,960.27	0%	$1,960.27
EA	7099783C2	SENSOR ASSY NOX 12V W/WRAP	$624.55	0%	$624.55
EA	1846481C92	SENSOR ASSY, AIR PRESSURE, INT	$85.38	0%	$85.38
EA	1888560C1	SENSOR, EGR, 850C	$94.90	0%	$94.90

Contractor Initials MG

Date 5.4.26

UOM	Part Number	International Continued Part Description	Unit Price	% Discount	Unit Price After Discount
EA	1875784C94	SENSOR, OIL PRESSURE, ICP/BCP	$175.51	0%	$175.51
EA	XK23014707QP	Shoe Kit, Brake, Reman	$100.94	0%	$100.94
EA	XK3124715QP	SHOE KIT, BRAKE, REMAN, 16-1/2	$118.37	0%	$118.37
EA	1888652C91	SLEEVE KIT, CYLINDER	$394.31	0%	$394.31
EA	1841095C1	SLEEVE, FUEL INJECTOR	$25.03	0%	$25.03
EA	3007632C1	SOR - BOLT M10 X 57 WF TORX	$16.07	0%	$16.07
EA	1824979C1	SOR -- RING O	$12.32	0%	$12.32
EA	62917010831	SOR - SPACER SLEEVE 22 X 28MM	$27.19	0%	$27.19
EA	1889985C1	SPACER, BOLT, EXHAUST MANIFOLD	$14.71	0%	$14.71
EA	8200005	Starter Motor	$276.06	0%	$276.06
EA	2643614R1	STRAP, FUEL TANK	$6.85	0%	$6.85
EA	596589C1	Strap, Insulator, Fuel And Air	$9.72	0%	$9.72
EA	3586665C2	STRAP, MOUNTING ASSY, FUEL TAN	$275.54	0%	$275.54
EA	CNM10001399	Stud Wheel	$7.43	0%	$7.43
EA	7094780C1	STUD, PREVAILING TORQUE BOLT,	$35.80	0%	$35.80
EA	CNM10018436	Stud, Wheel Mounting, 515 M22-	$7.63	0%	$7.63
EA	5012972R91	SUSTAINABLE I334 EGR VALVE KIT	$856.11	0%	$856.11
EA	2507025C91	TANK FUEL 70GAL LT (SERVICE)	$1,775.11	0%	$1,775.11
EA	3832763C1	TANK, AIR, PRIMARY STEEL	$438.89	0%	$438.89
EA	3832762C1	TANK, AIR, WET/SECONDARY STEEL	$592.97	0%	$592.97
EA	2506440C93	TANK, FUEL, 70 GAL D-ALUM STEE	$1,875.03	0%	$1,875.03
EA	7078360C1	TENSIONER, BELT	$422.77	0%	$422.77
EA	3686945C1	TERMINAL CABLE MOLEX RECEPTAC	$2.56	0%	$2.56
EA	2506112C1	TERMINAL CABLE*FEMALE W/6LEAD	$24.12	0%	$24.12
EA	TXT126870120G	TERMINAL W/ LEAD	$3.03	0%	$3.03
EA	1698937C1	TERMINAL, CABLE 20, 16 GAUGE	$2.03	0%	$2.03
EA	3535486C1	TERMINAL, CABLE FEMALE PLUG	$2.47	0%	$2.47
EA	2025425C1	TERMINAL, CABLE MALE 10 GAUGE	$2.60	0%	$2.60
EA	3613275C1	TERMINAL, CABLE SILVER	$1.57	0%	$1.57
EA	3573312C1	TERMINAL, CABLE, FEMALE MINIFU	$2.94	0%	$2.94
EA	3768013C1	TERMINAL, CABLE, MTA F280, 16-	$0.88	0%	$0.88
EA	3535931C1	Terminal, Elect, Cable	$1.99	0%	$1.99
EA	3768007C1	Terminal, Elect, Cable, Mta F6	$0.90	0%	$0.90

Contractor Initials MS

Date 5.4.16

UOM	Part Number	International Continued Part Description	Unit Price	% Discount	Unit Price After Discount
EA	1667737C1	TERMINAL, ELECT, FEMALE, CABLE	$8.88	0%	$8.88
EA	2033819C1	Terminal, Elect, For 16ga Only	$2.21	0%	$2.21
EA	5011225R82	TRBOCHGR,KIT TURBOCHARGER 11L	$2,828.32	0%	$2,828.32
EA	2513438C91	TRBOCHGR,KIT, HP TURBO	$2,388.28	0%	$2,388.28
EA	5010722R93	TRBOCHGR,KIT, REMAN TURBO 466	$2,921.85	0%	$2,921.85
EA	1891686C91	TUBE ASSEMBLY INJECTION UNIT I	$192.90	0%	$192.90
EA	1899904C2	TUBE ASSY EXHAUST BRAKE	$133.52	0%	$133.52
EA	3571312C1	TUBE, FUEL LINE, NYLON BULK, 5	$1.78	0%	$1.78
EA	4075729C2	TUBE, HOT HOSE ASSEMBLY	$297.69	0%	$297.69
EA	4075730C2	TUBE, RETURN HOSE ASSEMBLY	$303.56	0%	$303.56
EA	1885590C93	TUBE, TURBO OIL SUPPLY	$207.80	0%	$207.80
EA	702K/20R1176	TURBO GP	$2,483.68	0%	$2,483.68
EA	5010930R91	Turbocharger	$2,847.25	0%	$2,847.25
EA	4307248R91	Turbocharger Kit	$1,976.01	0%	$1,976.01
EA	5010934R91	Turbocharger, Reman Lp 466ht A	$2,372.84	0%	$2,372.84
EA	5010932R91	TURBOCHARGER, REMAN SUPER CART	$2,201.76	0%	$2,201.76
EA	1833949C1	VALVE ASSEMBLY, SHUT OFF ENGIN	$639.19	0%	$639.19
EA	3017813C92	VALVE ASSY, THERMAL MANAGEMENT	$1,311.61	0%	$1,311.61
EA	7095681C92	VALVE, EXHAUST BACK PRESSURE A	$1,216.73	0%	$1,216.73
EA	7088657C91	VALVE, EXHAUST BRAKE	$726.50	0%	$726.50
EA	1889325C95	VALVE, INJECTION PRESSURE REGU	$418.89	0%	$418.89
EA	1882928C1	V-BELT, 10 PACK, 2075MM	$63.99	0%	$63.99
EA	3542142C1	WASHER GRAB HNDL MTG M8	$2.56	0%	$2.56
EA	178474	WASHER, 1/4 STAINLESS 0.281 X	$0.51	0%	$0.51
EA	6V5839	WASHER-HARD	$0.60	0%	$0.60
EA	A28827PKWHT21	Wheel, Disc, White Powder Coat	$184.01	0%	$184.01

Contractor Initials

Date 5.4.26

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AT NEW HAMPSHIRE, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on October 29, 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: **854824**

Certificate Number: **0007901949**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2026.

David M. Scanlan
Secretary of State

October 21, 2026

To: State of New Hampshire Department of Administrative Services

Re: Confirmation of Michael Schrempp's Authority to Bind AT NEW HAMPSHIRE, LLC

To Whom It May Concern:

I, Michael Sirignano, in my capacity as Manager of AT NEW HAMPSHIRE, LLC (the "Company"), hereby certify and confirm that Michael Schrempp is, and on August 4, 2026 was, duly authorized to act for and on behalf of the Company in connection with the negotiation, execution, delivery, and performance of contracts and related documents.

Without limiting the foregoing, Michael Schrempp had full authority on August 4, 2026 to negotiate, approve, execute, and deliver the contract package submitted to the United States Department of Justice, together with all agreements, certifications, amendments, schedules, exhibits, and other instruments included in or related to that package, and thereby to legally bind the Company to their terms and obligations.

The Company acknowledges, ratifies, and confirms all actions taken by Michael Schrempp within the scope of that authority on or in connection with August 4, 2026. His signature on any such document constitutes the valid and binding act of the Company, enforceable against the Company in accordance with the document's terms.

This letter is intended to be included in and relied upon as part of the contract package. The authority confirmed in this letter remains effective unless and until revoked by the Company in a written notice delivered to the applicable contracting parties; any later revocation will not affect actions validly taken before receipt of that notice.

Sincerely,



Michael Sirignano
Manager
AT NEW HAMPSHIRE, LLC
Date: 10/21/2026

WRITTEN CONSENT

OF THE MANAGER OF

AT NEW HAMPSHIRE, LLC

Dated as of August 4, 2026

and effective for the entire

calendar year 2026 and thereafter

The undersigned, being the manager (the "Manager") of AT NEW HAMPSHIRE, LLC, a Delaware limited liability company (the "Company"), hereby takes the following actions and, pursuant to the provisions of the Limited Liability Company Act of the State of Delaware and the operating agreement of the Company (the "Operating Agreement"), adopts the following resolutions by written consent:

WHEREAS, pursuant to the Manager's authority as set forth in the Operating Agreement, the Manager is desirous of appointing, ratifying and confirming the duly appointed and designated officers of the Company as of the date hereof.

NOW THEREFORE, BE IT HEREBY

RESOLVED, that effective as of the date hereof, each of the following individuals set forth below shall be, and he hereby is, appointed and designated (or reappointed or redesignated, as the case may be) to hold the office(s) of the Company set forth opposite his name below, to serve until the earlier of his resignation or removal by the Manager:

Name	Office
Michael Sirignano	President
Michael Bozzoli	Chief Executive Officer and Vice President
Michael Bruynesteyn	Chief Financial Officer and Vice President
Michael Schrempp	Chief Operating Officer and Secretary
Konstantinos Stoubis	Controller and Treasurer

RESOLVED, that effective as of the date hereof, all other individuals not expressly set forth above are hereby removed from any and all offices of the Company such that the above individuals shall constitute all of the duly appointed and designated officers of the Company, and in furtherance of the foregoing, the prior removal or resignation of all other individuals not expressly set forth above from any and all offices of the Company is hereby ratified and confirmed (provided for the avoidance of doubt that Michael Sirignano shall continue serving as the Manager of the Company as set forth in the Operating Agreement); and be it further

RESOLVED, that the Manager be, and he hereby is, authorized, empowered and directed to take any and all such further actions, perform all such other acts and things, execute, file, deliver and/or record all such certificates, instruments, agreements, amendments or other documents, in

the name and on behalf of the Company, make and receive all such payments, and to pay all such expenses, as in his judgment shall be necessary, proper or advisable in order to carry out fully the intent and accomplish the purposes of the foregoing resolutions, the authority therefor to be conclusively evidenced by the taking of such action, performance of such acts and things, execution, filing, delivery and/or recording of such documents and/or making or receiving of such payments and/or paying all such expenses; and be it further

RESOLVED, that any and all actions heretofore or hereafter taken by the Manager, within the terms of any of the foregoing resolutions are hereby ratified, confirmed and approved in all respects as the act and deed of the Company.

This Written Consent may be executed by facsimile or other electronic means.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent effective as of the date first above written.



MICHAEL SIRIGNANO, MANAGER

Client#: 2077556 ALLEGTRU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/27/2026

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	CONTACT NAME: Catie Dennis	
USI Southwest, Inc. 14241 Dallas Pkwy, Ste 700 Dallas, TX 75254	PHONE (A/C, No, Ext): 214-443-3100	FAX (A/C, No): 610-537-2046
	E-MAIL ADDRESS: catie.dennis@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federated Mutual Insurance Company	13935
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AT New Hampshire, LLC
1400 S Willow Street
Manchester, NH 03103

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			1949107	12/09/2025	12/09/2026	EACH OCCURRENCE	$1,000,000+
	CLAIMS-MADE X OCCUR			1878701	12/09/2025	12/09/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
				1914276	12/09/2025	12/09/2026	MED EXP (Any one person)	$
				1914275	12/09/2025	12/09/2026	PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			1949107	12/09/2025	12/09/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000+
	X ANY AUTO			1878701	12/09/2025	12/09/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			1914276	12/09/2025	12/09/2026	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			1914275	12/09/2025	12/09/2026	PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			1846156	12/09/2025	12/09/2026	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$30,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1846100 (AOS)	12/09/2025	12/09/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		1878703 (NJ)	12/09/2025	12/09/2026	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			(1913810 (WI)	12/09/2025	12/09/2026	E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Garagekeepers Lia			1914511,1914512	12/09/2025	12/09/2026	GK Liab $500,000	
	& GK Phys Dam			1949120&1914514	12/09/2025	12/09/2026	GK Phys Dam $1,000,000*	

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

+Each Accident - General and Auto Liability coverages are provided via the Auto Dealer Liability policies #1949107, 1878701, 1914276 & 1914275

*Garagekeepers Limit for physical damage is $1,000,000.
Garagekeepers Deductible for collision $5,000.
(See Attached Descriptions)

CERTIFICATE HOLDER

State of New Hampshire
Administrative Services
Bureau of Purchase and Property
25 Capitol Street
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

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EXUHD

DESCRIPTIONS (Continued from Page 1)

Garagekeepers Deductible for comprehensive is $5,000 with a max of $25,000 for one event.

Physical Damage Coverage for Company-Owned Autos:
Insurer Letter: A
Insurer Name: Federated Mutual Insurance Company
Insurer NAIC: 22837
Effective Date: 12/09/2025 Expiration Date: 12/09/2026
Policy numbers: 1949112 (AOS), 1949117 (NY) & 1949114 (NJ, NH)
Physical Damage Limit: ACV less deductible
Comprehensive deductible: $5,000
Collision deductible: $5,000