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MLC

Over \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
 CHAIRMAN Debra M. Douglas
 COMMISSIONER H. Andy Crews
 COMMISSIONER Erle B. Pierce
 EXECUTIVE DIRECTOR Charles R. McIntyre

September 29, 2021

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

REQUESTED ACTION

Authorize the New Hampshire Lottery Commission to amend a **Sole Source** contract with Scott's Integrity Automotive, Inc. of Concord, New Hampshire by increasing the price limitation by \$60,000 from **\$55,000 to \$115,000** and extending the completion date by two (2) years from December 31, 2021 to December 31, 2023. The original contract was approved by Governor and Council on January 22, 2020, item #73A. 100% Lottery funds.

Funding is available in account, Lottery Operating Cost Account as follows:

	<u>FY 2022</u>	<u>FY 2023</u>
013-083-083-830013-20280000-070-500705	\$30,000	\$30,000

EXPLANATION

The New Hampshire Lottery Commission currently operates a fleet of 19 vehicles. The vehicles are primarily used by Lottery Sales Representatives and Gaming Investigators who travel throughout the State to service over 1,400 lottery retailers and approximately 30 charitable gaming facilities. In order to keep the fleet in good working condition, the Lottery Commission requires regular preventative maintenance services.

The Lottery Commission entered into a sole source contract with Scott's Integrity Automotive, which is located next door to the New Hampshire Lottery Commission headquarters on Integra Drive in Concord in January of 2020, and has been utilizing the contract for preventative maintenance and repairs for the past two years.

The Lottery Commission initially sought and received approval for a sole source contract based on the close proximity of the contractor's location. The Lottery Commission currently has one full time employee dedicated to facilities and fleet maintenance. On previous occasions when the Commission utilized different contractors, this employee spent substantial portions of his day delivering and picking up vehicles that were undergoing service. Having the contractor located next door allows the job to be performed by one person and also allows for significant time savings which can be engaged in other duties.



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Additionally, the contractor has proven to be less expensive than other locations in the vicinity. Prior to entering into the original contract in January of 2020, the Lottery Commission sought quotes from three nearby automobile mechanics and determined that the contractor offered the least expensive rates on common services. The Lottery Commission repeated the same process prior to negotiating an amendment of this contract. The results were as follows:

	<u>Oil Change</u>	<u>Tire Rotation</u>	<u>Labor Rate</u>	<u>Distance</u>
Scott's Integrity Auto	\$64.95	\$15.00	\$100.00	350 ft.
Bob Mariano Dodge	\$55.81	\$24.95	\$125.00	.5 mi.
Goodyear Auto	\$74.95	Free w/oil	\$130.00	2.3 mi.

The three quotes were very similar for oil changes and tire rotations, however, there is a significant difference in the proposed labor rates, making the current contractor the most cost effective option.

Based on the foregoing, the Lottery respectfully requests that the Requested Actions be approved.

Respectfully submitted,



Charles R. McIntyre
Executive Director



FIRST AMENDMENT TO CONTRACT FOR AUTOMOTIVE REPAIR AND PREVENTATIVE MAINTAINENCE SERVICES

The New Hampshire Lottery Commission ("NHLC") and Scott's Integrity Automotive, Inc. (Scott's) hereby agree to amend their contract for automotive repair and preventative services. NHLC and Scott's are collectively referred to as "The Parties."

WHEREAS, NHLC and Scott's entered into a contract for services that was approved by Governor & Executive Council on January 22, 2020 (Item #73A) through December 31, 2021 ('the Contract');

WHEREAS, NHLC continues to require preventative maintenance and repair services for its' fleet of vehicles;

WHEREAS, NHLC derives benefits from having these services performed close to its' headquarters at 14 Integra Drive in Concord, NH in the form of increased operational efficiencies and reduced requirements for manpower to deliver and pick-up vehicles;

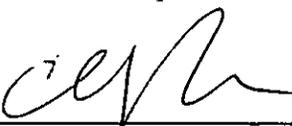
WHEREAS, NHLC has requested quotes from automobile maintenance providers in the vicinity of its' headquarters and found Scott's to be the most cost effective option;

NOW THEREFORE, the Parties agree to amend the Contract as follows:

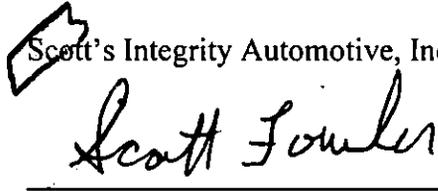
- 1.) Amend Section 1.7 Completion Date by **deleting** December 31, 2021 and **adding** December 31, 2023.
- 2.) Amend Section 1.8 Price Limitation by **deleting** \$55,000 and **adding** \$115,000.
- 3.) Amend Exhibit B by deleting \$95/hour and adding \$100/hour

All other terms and conditions of the Contract remain in full force and effect.

The New Hampshire Lottery Commission



By: *J. McIntyre*
Title: *Ex. Dir*
Date: *10/4/21*



By: *SCOTT Fowler*
Title: *owner*
Date: *9/30/21*

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 SCOTT'S INTEGRITY AUTOMOTIVE, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on August 30, 2011. 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: 658094

Certificate Number: 0005449310



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of September A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Carla Fowler, hereby certify that I am a duly elected Officer of Scott's Integrity Automotive, Inc. I hereby certify that Scott Fowler as President and Chairman of the Board of Directors has authority to execute contracts on behalf of the corporation.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the positions indicated and that they have full authority to bind the corporation. This authority shall remain valid for thirty (30) days from the date of this certificate.

ATTEST:



Carla Fowler, Treasurer

DATED: 9/29/21

Approval by the Attorney General (Form, Substance and Execution)

By: Michael Haley, Assistant Attorney General

On: 10/6/2021



Approval by the Governor and Council

By:

On:



Over \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
 CHAIRMAN Debra M. Douglas
 COMMISSIONER Paul J. Holloway
 COMMISSIONER J. Christopher Williams
 EXECUTIVE DIRECTOR Charles R. McIntyre

January 3, 2019

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

REQUESTED ACTION

Authorize the New Hampshire Lottery Commission (Lottery) to enter into a **Sole Source** contract with Scott's Integrity Automotive, Inc. (vendor #283062) Concord, New Hampshire for a price not to exceed **\$55,000** for automotive services for agency fleet vehicles effective upon Governor and Executive Council approval for the period January 22, 2020 through December 31, 2021. 100% Lottery Funds.

Funding is available in account, Lottery Operating Cost Account as follows:

	<u>FY 2020</u>	<u>FY 2021</u>
013-083-083-830013-20280000-070-500705	\$27,500	\$27,500

EXPLANATION

The Lottery Commission is requesting a **sole source** contract with Scott's Integrity Automotive after a thorough analysis demonstrated that this vendor provided the most cost effective service for the agency and that this vendor's close proximity to the agency, adjacent to the agency's headquarters on Integra Drive in Concord, would reduce agency staff time to service our current fleet of vehicles. The Lottery currently operates a fleet of 18 vehicles which are primarily used by Lottery Sales Representatives and Gaming Investigators who travel throughout the State to service over 1,400 lottery retailers and 30 charitable gaming facilities. In order to keep the fleet in good working condition, the Lottery Commission practices a strict routine of preventive maintenance services.

The proximity of the proposed contractor is a substantial benefit to the Lottery Commission's operations. The Commission employs one full time and one part time employee dedicated to facilities and fleet maintenance. On occasions when the Commission utilized different contractors, both employees spent substantial portions of their day delivering and picking up vehicles that were undergoing service. Employing the services of the contractor located next door allows the job to be performed by one person and also allows for significant time savings which can be utilized on other duties.



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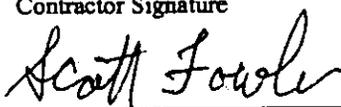
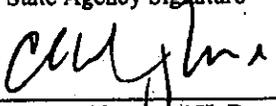
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Lottery Commission		1.2 State Agency Address 14 Integra Drive, Concord NH 03301	
1.3 Contractor Name Scott's Integrity Automotive, Inc.		1.4 Contractor Address 12 Integra Drive, Unit 6, Concord NH 03301	
1.5 Contractor Phone Number 603-224-0811	1.6 Account Number #283062	1.7 Completion Date December 31, 2021	1.8 Price Limitation \$55,000.00
1.9 Contracting Officer for State Agency Eric Prescott		1.10 State Agency Telephone Number 603-271-3391	
1.11 Contractor Signature  Date: 1/9/20		1.12 Name and Title of Contractor Signatory Scott Fowler, President	
1.13 State Agency Signature  Date: 1/9/20		1.14 Name and Title of State Agency Signatory Charles McIntyre, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/10/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials S.F.
Date 1/9/20

Additionally, the proposed contractor has proven to be less expensive than other locations in the vicinity; and is often more flexible and able to provide assistance with short notice. On October 4, 2019, the Lottery Commission requested quotes for three common service expenses (oil change, tire rotation, and general labor rate) from three contractors within two and a half miles of the Commission's headquarters. The proposed contractor was the least expensive of those options.

	<u>Oil Change</u>	<u>Tire Rotation</u>	<u>Labor Rate</u>	<u>Distance</u>
Scott's Integrity Auto	\$39.95	\$15.00	\$95.00	350 ft.
Bob Mariano Dodge	\$49.95	\$25.00	\$109.00	.5 mi.
Goodyear Auto	\$54.95	Free w/oil	\$115.00	2.3 mi.

Based on the foregoing common-sense approach to maintaining our fleet while supporting local business and maximizing our staff's time, the Lottery respectfully requests that the Requested Action be approved.

Respectfully submitted,



Charles R. Molntyre
Executive Director



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New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("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 provide in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials S. F.
Date 1/17/20

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.

9.1 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.

9.2 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.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Exhibit A

Contractor agrees to provide automotive repair and preventative maintenance services for New Hampshire Lottery Commission ("Commission") vehicles as requested by the Commission on an ongoing basis for the term of this contract.

Contractor agrees to provide the requested services in a timely manner consistent with the Commission's business requirements.

Exhibit B

Contractor agrees to provide the requested services for the labor rates set forth below:

\$95/per hour

All invoices will be directed to Eric Prescott, New Hampshire Lottery Commission, 14 Integra Drive, Concord, NH 03031. At no point will the liability of the Commission be in excess of the Price Limitation set forth in Section 1.8.

Exhibit C

This Agreement supersedes and replaces any previous agreement between the Parties.

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 SCOTTS INTEGRITY AUTOMOTIVE, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on August 30, 2011. 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: 658094

Certificate Number: 0004428907



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of December A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Carla Fowler, hereby certify that I am a duly elected Officer of Scott's Integrity Automotive, Inc. I hereby certify that Scott Fowler as President and Chairman of the Board of Directors has authority to execute contracts on behalf of the corporation.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the positions indicated and that they have full authority to bind the corporation. This authority shall remain valid for thirty (30) days from the date of this certificate.

ATTEST:



Carla Fowler, Treasurer

DATED: 1/9/2020