

135 MAN



State of New Hampshire

DEPARTMENT OF SAFETY
 JAMES H. HAYES BLDG. 53 HAZEN DR.
 CONCORD, N.H. 03305
 (603) 271-2791

RICHARD C. BAILEY, JR.
 ASSISTANT COMMISSIONER

EDDIE EDWARDS
 ASSISTANT COMMISSIONER

ROBERT L. QUINN
 COMMISSIONER

April 3, 2023

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services to enter into a three-year agreement with ADR Small Engine Repair, LLC (VC#172966-B001) Concord, NH, in an amount not to exceed \$45,000.00 to provide equipment maintenance and repair services, effective upon Governor and Council approval from July 1, 2023 through June 30, 2026. 100% Revolving Funds.

Funds are anticipated to be available in SFY2024, SFY2025, and SFY2026, upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

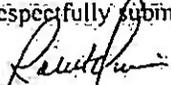
02-23-23-237010-40650000 – Dept of Safety – FSTEMS – Admin	<u>SFY2024</u>	<u>SFY2025</u>	<u>SFY2026</u>
103-500737 - Contract Repairs; Machin, Equip	\$14,000.00	\$14,000.00	\$14,000.00
Activity Code: 2370			
02-23-23-238010-66310000 – Dept of Safety – FSTEMS – Fire Safety			
103-500737 - Contract Repairs; Machin, Equip	\$1,000.00	\$1,000.00	\$1,000.00
Activity Code: 2380			
TOTAL:	\$15,000.00	\$15,000.00	\$15,000.00

EXPLANATION

The contract provides maintenance and repair services for gas powered tools and generator equipment used during training programs for the Department of Safety's Division of Fire Standards & Training and Emergency Medical Services and the Division of Fire Safety. The tools are used by the instructors and students in the delivery of the programs. For example, certain tools such as chain saws are used during extrication, shoring, and building entry classes.

The Department posted a request for bids on the State's Purchase and Property website from February 15, 2023 to March 7, 2023. ADR Small Engine Repair, LLC was the only vendor to submit a bid.

Respectfully submitted,


 Robert L. Quinn
 Commissioner of Safety

maintenance and repairs
gas powered tools and generating equipment
Bid RFB DOS 2023-08

VENDOR	Cost per Hour FY21	Materials Mark Up FY21	Cost per Hour FY22	Materials Mark Up FY22	Cost per Hour FY23	Materials Mark Up FY23
ADR Small Engine Repair, LLC	\$78.00	0%	\$78.00	0%	\$78.00	0%

The contract award shall be based upon a vendor meeting all terms and conditions of this RFB based on an estimated work order or job of four (4) hours and \$200.00 of materials.

	FY21	FY22	FY23
ADR Small Engine Repair, LLC	\$512.00	\$512.00	\$512.00

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name Department of Safety, Division of Fire Standards & Training and Emergency Medical Services and Department of Safety, Division of Fire Safety		1.2 State Agency Address 33 Hazen Drive, Concord, New Hampshire 03305	
1.3 Contractor Name ADR Small Engine Repair, LLC		1.4 Contractor Address 5 Orion Street, Concord, New Hampshire 03301	
1.5 Contractor Phone Number 603-779-8034	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2026	1.8 Price Limitation Not to Exceed \$45,000.00
1.9 Contracting Officer for State Agency Justin Cutting, Director		1.10 State Agency Telephone Number 603-223-4200	
1.11 Contractor Signature  Date: 3/16/23		1.12 Name and Title of Contractor Signatory Alan Robidas Member Manager	
1.13 State Agency Signature  Date: 4/3/23		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/19/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials: 
Date: 3/16/23

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.

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) 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.

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.

EXHIBIT A – SPECIAL PROVISIONS

There are no modifications, additions, and/or deletions to the Form P-37.

EXHIBIT B

2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

ADR Small Engine Repair, LLC shall provide the following maintenance and repair services in accordance with RFB DOS 2023-08 to the Department of Safety.

Services:

To provide professional maintenance and repair services for gas powered and generating equipment for the Division of Fire Standards & Training and Emergency Medical Services and the Division of Fire Safety. The vendor shall provide the following maintenance services effective from July 1, 2023 or upon Governor & Council approval (whichever happens later) through June 30, 2026.

- All maintenance and repairs performed on-site.
- Company must provide their own general and specific tools required to perform maintenance and repairs.
- All required parts will be original manufacturer's equipment provided by the contractor; the contractor must be able to secure parts from various vendors such as Sithl, Jonsered, Cutters Edge, Surevent, etc.
- At the State's discretion, the State reserves the right to have material lists provided by the contractor prior to the work performed. The State reserves the right to supply materials.
- Scheduling of routine visits coordinated between the vendor and New Hampshire Fire Academy and subject to change.
- Available on call service within 24 hours for emergencies. Service required for problems that may occur between scheduled service maintenance visits.
- The cost of repair work will be quoted to the requesting agency and approved by same prior to commencement of work.
- The State shall not be charged for mileage and/or labor charges during travel time to and from the service location.
- The contractor shall provide all, lubricants, cleaning compounds and wiping cloths at all locations at no charge to the State.
- Maintenance logs must be tracked and completed, showing maintenance and usage for each piece of power equipment.
- Company must be able to provide classes on general equipment use and safety procedures to the division Instructors and personnel if necessary.
- Company must be equipped and able to sharpen carbide tipped vent chain and blades.

The following is a list of equipment to be serviced:

Honda EU1000is Generator
Honda TEU1000d Portable lighting generator
Honda EB5000 Portable Generator
Honda EX5500 Portable Generator
Onan trailer mounted RV style generator
Briggs & Stratton portable generator
Super Vac ventilation fan

ADR Small Engine Repair, LLC

Contractor Initials ADR

Stanley Hydraulic System power unit
Hale suction pump
Echo Back Pack blower
Giant Vac walk behind blower
Grass trimmer/brush cutters
Shindawa Power Sweeper
Simplicity snow blower
Gravely commercial walk behind mower
John Deere self-propelled mower
Yamaha golf cart
Exmark 60" riding mower
Poulan hedge trimmer
Stihl KM trimmer attachments
Holmatro hydraulic extrication power unit
Amkus hydraulic extrication power unit
Kohler CH640 trailer mounted hydraulic winch power unit
Cutters Edge Fire Dept. style ventilation saw
Gas powered rotary saw
Sure-Vent Fire Dept. style ventilation saw
Jonsered 2036 chain saw
Stihl MS362 chain saw with carbide demolition chain
Honda EU2000i portable generators

Any other gasoline or diesel powered piece of equipment deemed appropriate by the divisions for service under this contract (vehicles not included).

All equipment is evaluated quarterly for repair or service needs. In addition to quarterly evaluations, listed below is a sample schedule for maintenance of the equipment based on the equipment's requirements. This schedule is subject to change and the Division shall have the ability to request service on piece of equipment covered under this contract based on excessive use and unforeseen wear or damage.

Serviced yearly:

Chain saws, ventilation saws, grass trimmers, back pack blower, and cut off saws.

Serviced every six months and/or 100 hours of usage:

Honda generators and Holmatro power unit.

Serviced every year and/or 25 hours of usage:

PPV fans, Hale suction pumps, giant vac blower, snow blower, John Deere push mower, and Pincor generator.

Serviced every year and/or 50 hours of usage:

Divilbis generator

Serviced every year and/or 100 hours of usage:

Gravely movers, Exmark mowers, trailer mounted generators, and Stanley pump system.

Serviced every six months:

4x4 Gator

Listed below are the hourly rates and materials mark up for each fiscal year:

Hourly Rate for July 1, 2023 through June 30, 2024:	\$78.00
Materials mark-up for July 1, 2023 through June 30, 2024:	List Price *
Hourly Rate for July 1, 2024 through June 30, 2025:	\$78.00
Materials mark-up for July 1, 2024 through June 30, 2025:	List Price *
Hourly Rate for July 1, 2025 through June 30, 2026:	\$78.00
Materials mark-up for July 1, 2025 through June 30, 2026:	List Price *

* Razorback saw chain shall be priced at list price minus 10%.

EXHIBIT C

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

The total contract price shall not exceed \$45,000.00. The appropriate account numbers for the P-37 form, section 1.6 are listed below:

	FY2024	FY2025	FY2026
Fire Standards & Training and Emergency Medical Services 010-023-40650000-103-500737	\$14,000.00	\$14,000.00	\$14,000.00
Fire Safety 010-023-66310000-103-500737	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
TOTAL	\$15,000.00	\$15,000.00	\$15,000.00

Partial payments are accepted. Invoices shall be submitted when services have been completed to:

State of New Hampshire
Department of Safety
Division of Fire Standards & Training and Emergency Medical Services
33 Hazen Drive
Concord, NH 03305
Email: AccountsPayable@dos.nh.gov

Or

State of New Hampshire
Department of Safety
Division of Fire Safety
33 Hazen Drive
Concord, NH 03305
Email: AccountsPayable@dos.nh.gov

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 ADR SMALL ENGINE REPAIR LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 20, 2006. 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: 566158

Certificate Number: 0006133555



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

ADR Small Engine Repair, LLC

"We bring the shop to you"

5 Orion St

Concord, NH 03301

603-799-8034

- Lawn Mowers - Snow blowers - Chain saws & more

LLC Certification of Authority

I, Alan Robidas, hereby certify that as of 3/2/2023 I am the sole Member Manager of ADR Small Engine Repair, LLC, a limited liability company under RSA 304-C.

I certify that I am authorized to bind the LLC.

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 position indicated and that they have full authority to bind the LLC.

Attest:



Date:

3/2/23

ADR Small Engine Repair, LLC

"We bring the shop to you"

5 Orion St

Concord, NH 03301

603-799-8034

- Lawn Mowers - Snow blowers - Chain saws & more

ADR Small Engine Repair, LLC is a Limited Liability Company that has no employees and will have no employees during the duration of the contract entered into with the State of New Hampshire.


Alan D. Robidas

3/2/23
Date



ADRSMAL-01

JGOOD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT: Jennifer Good NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jgood@clarkinsurance.com														
INSURED ADR Small Engine Repair, LLC 5 Orion Street Concord, NH 03301	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: MMG Insurance Company</td> <td>15997</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: MMG Insurance Company	15997	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: MMG Insurance Company	15997														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LINE		INSUR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PERIOD <input type="checkbox"/> LOC OTHER:		BP14081957	2/11/2023	2/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		KA14081982	2/11/2023	2/11/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insured is a Single Member Limited Liability Company, therefore workers compensation is not mandatory in the State of NH.

CERTIFICATE HOLDER State of NH Department of Safety Division of Fire Standards & Training and Emergency Medical Services 33 Hazen Drive Concord, NH 03305	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 <i>Jennifer Good</i>
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ACORD 25 (2016/03)

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