



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

44



William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Bridge Maintenance
January 16, 2024

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract based on a single bid with Accredited Safety Solutions, Inc. (Vendor 483620) Avon, Indiana in the amount of \$78,613 to provide all labor, materials, equipment and transportation necessary to perform Crane Training, for the State of New Hampshire, Department of Transportation, effective upon Governor and Council approval through June 30, 2025. 37% Federal Funds, 53% Highway Funds and 10% Other funds.

Funding is available in State Fiscal Year 2024 and FY 2025, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

04-096-096-960515-3008	<u>FY 2024</u>	<u>FY 2025</u>
Bridge Maintenance		
066-500555 Training/Education Consultant	\$37,770	\$40,843

EXPLANATION

This contract is necessary to train, test and certify Department mobile crane operators to meet the requirements of OSHA 29 CFR Part 1926 Subpart CC Cranes and Derricks in Construction which requires operators of mobile cranes used in construction to be certified by either an audited employer program, state agency or by an accredited testing organization. The Bureau of Bridge Maintenance has 12 construction/maintenance crews that utilize truck mounted, articulating cranes on a daily basis. We will be training employees in each crew by scheduling classes in FY 2024 and FY 2025.

The Department advertised the work on the Department of Administrative Services' web page on July 17, 2024. One sealed bid was opened on August 18, 2023. The bidder's price is considered reasonable for the work involved and has the NCCCO credentialed instructors required for crane training certification.

The Contract has been approved by the Attorney General as to form and execution and the Department has certified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "William Cass". The signature is written in a cursive style with a large initial "W".

William J. Cass, P.E.
Commissioner

Attachments

RFB DOT 2024-01 Crane Operator Training
Bid summary - only one bid received.

Category	Weighting	Accredited Safety		
Crane and Rigger Training FY24		\$37,770.00		
Crane and Rigger Training FY25		\$40,843.00		
	Total	\$78,613.00	0	0

Note:Based on bids received by 8/18/2023

Assumed 12 students for crane training and 16 students for qualified rigger training each year.

Bid reviewed and compiled by Timothy Boodey 8/21/2023

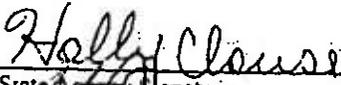
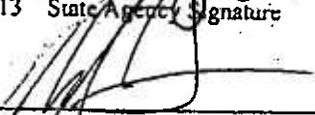
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address Hazen Drive, PO Box 483 Concord, NH 03302	
1.3 Contractor Name Accredited Safety Solutions, Inc		1.4 Contractor Address 1581 Blue Phlox Dr Avon, IN 46123	
1.5 Contractor Phone Number 317-625-2131	1.6 Account Unit and Class	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$78,613
1.9 Contracting Officer for State Agency Timothy Boodey		1.10 State Agency Telephone Number 603-271-3667	
1.11 Contractor Signature  Date: 12/8/23		1.12 Name and Title of Contractor Signatory Holly Clouse, Vice President	
1.13 State Agency Signature  Date: 1/18/24		1.14 Name and Title of State Agency Signatory Michael J. Serrano, Director of Operations	
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: 2/7/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

1. The assigned instructor for crane operator training shall be a credentialed Practical Exam Proctor by the National Commission for the Certification of Crane Operators (NCCCO).
2. The assigned instructor shall have a minimum of 5 years CCO training experience for Articulating Boom Crane with Winch.
3. The assigned instructor for Qualified Rigger and Signal Person training shall meet the requirements for Qualified Evaluator under CFR 1926.1401.
4. The Bureau of Bridge Maintenance operates in accordance with the Department of Transportation's Environmental Policy, which seeks to minimize or eliminate negative impacts to the environment. The CONTRACTOR shall conduct their work in a manner consistent with this policy.
5. The training dates will be set at mutually agreeable times. The Fiscal Year 2024 (FY24) training will occur between March 18 and June 7, 2024. The Fiscal year 2025 (FY25) training will occur between March 17 and June 6, 2025.

A1

Contractor's Initials

Date: 12/8/23

EXHIBIT "B" - SCOPE OF SERVICES

GENERAL DESCRIPTION:

Provide Crane Operator training, testing and certification services. The selected vendor will provide classroom, hands-on instruction, and practical and written exams. Upon successful completion of practical and written evaluations, employees will possess a Crane Operator certificate for Articulating Boom Crane with Winch meeting the requirements of OSHA 29 CFR Part 1926 Subpart CC.

Provide Qualified Rigger and Signal Person Training meeting the requirements of OSHA 29 CFR Part 1926 Subpart CC.

SCOPE OF SERVICES:

A qualified firm must be able to provide instruction, study materials and coordinate testing and certification services resulting in Articulating Boom Crane with Winch Crane Operator certification as specified in OSHA regulations and NH Department of Labor rules.

- The truck mounted crane training, written testing, and practical testing will be four (4) consecutive days with a maximum of 12 individuals.
- The classes will be held at NH DOT facility located at NHDOT Bridge Maintenance
38 Salisbury Road, Franklin, NH 03835.
- The selected firm will be required to provide materials necessary to set up the practical course and pay the NCCCO Practical Site Fee and written exam fees (pencil and paper).

A qualified firm must be able to provide instruction, study materials and coordinate testing and documentation for Qualified Rigger and Signal Person.

- The training will consist of a one (1) day class.
- The classes will be held at NH DOT facility located at NHDOT Bridge Maintenance
38 Salisbury Road, Franklin, NH 03835

NH DOT will provide the classroom space, site for practical training and testing, PPE for all trainees, rigging and support and one of the following cranes for training and certification purposes:

- Truck mounted Hiab X-HIDUO 258 EP-5
- Truck mounted Palfinger PK 26002-EH E Powerlink Plus

B1

Contractor's Initials: HC
Date: 12/18/23

EXHIBIT "C" - COMPENSATION

Crane Operating Training will be provided at the bid prices below in accordance with the terms and conditions of the AGREEMENT (Form # P37) Including the Special Provisions in Exhibit A and the Scope of Work in Exhibit B. The bid amounts include all costs except those specifically identified in Exhibit B as provided by NH DOT.

FISCAL YEAR 2024 TRAINING

- | | |
|--|-----------------------|
| 1. On-site Class cost | \$ 30,630.00 |
| 2. Practical Training Site Equipment, Setup and NCCCO Site Fee | \$ 3,500.00 |
| 3. NCCCO Articulating Boom Crane with Winch Operator Training* | \$ 290.00 per Student |
| 4. Qualified Rigger and Signal Person Training* | \$ 10.00 per Student |

FISCAL YEAR 2025 TRAINING

- | | |
|--|-----------------------|
| 1. On-site Class cost | \$ 33,693.00 |
| 2. Practical Training Site Equipment, Setup and NCCCO Site Fee | \$ 3,500.00 |
| 3. NCCCO Articulating Boom Crane with Winch Operator Training* | \$ 290.00 per Student |
| 4. Qualified Rigger and Signal Person Training* | \$ 10.00 per Student |

* Actual number of Students may vary. Cost will be based on the number of students attending.

- A maximum of 12 students will attend NCCCO Articulating Boom Crane with Winch Operator Training.
- A maximum of 16 students will attend Qualified Rigger and Signal Person Training.

CI

Contractor's Initials HC

Date 12/8/23

State of New Hampshire

Department of State

CERTIFICATE OF AUTHORITY OF ACCREDITED SAFETY SOLUTIONS, INC.

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **ACCREDITED SAFETY SOLUTIONS, INC.** for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to **ACCREDITED SAFETY SOLUTIONS, INC.** to transact business in this State under the name of **ACCREDITED SAFETY SOLUTIONS, INC.**, and attaches hereto a copy of the Application for such Certificate.

Business ID: 940788



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of September 2023 A.D.

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

David M. Scanlan
Secretary of State

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 ACCREDITED SAFETY SOLUTIONS, INC. is a Indiana Profit Corporation registered to transact business in New Hampshire on September 26, 2023. 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: 940788

Certificate Number : 0006330742



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of September A.D. 2023.

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

David M. Scanlan
Secretary of State

Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Holly Clouse

Position/Title: Vice President, Owner

Telephone Number: 317-625-2131

Email Address: holly@accredited-safety.com

Signature: *Holly Clouse*

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of corporation duly conformed pursuant to the laws of the state of Indiana and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of Accredited Safety Solutions, Inc. on December 8 2023.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this date.

I, as authorized by the Company, hereby certify and attest that all the

information above is true and correct.

Heather Simpkins
Heather Simpkins 12/8/2023
Secretary

