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## STATE OF NEW HAMPSHIRE

# $\star \star \star$

GOVERNOR'S OFFICE *for for for* 

August 3, 2022

FY23

\$217.280

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

#### **REQUESTED ACTION**

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into a sole source agreement with the American Red Cross, (VC#154108), Concord, NH in the amount of \$217,280 from the American Rescue Plan Act of 2021 (ARPA) State Fiscal Recovery Funds (SFRF) for the purpose of providing funds to the American Red Cross to support the safe, uninterrupted provision of blood and blood supply products by investing in a new HVAC system, blood transport vehicle, and generator that will assist with operational needs as a result of the pandemic, effective upon Governor and Executive Council approval through June 30, 2023. This is an allowable use of ARP FRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts. 100% Federal Funds.

Funds are available in Fiscal Year 2023 in the following account:

01-02-002-020210 – Governor's Office for Emergency Relief and Recovery, 24690000 – ARP Grants and Disbursements

072 – 500575 Grants Federal

#### **EXPLANATION**

This agreement with the American Red Cross of New Hampshire is a sole source agreement because it is one of the only organizations in the State that partners with area hospitals as a primary provider of lifesaving blood supply. The Red Cross has been substantially impacted by the COVID-19 pandemic, seeing significant reductions in sponsored blood drives by businesses due to increased remote work, with a 50 percent reduction in sponsored blood drives overall in 2021, including a 62 percent reduction in college and high school blood drives. Blood donor engagement has waned as well, with the smallest donor base it has had over the past decade. The Red Cross has continued to experience high pressure on its blood services program in New Hampshire – as well as unanticipated equipment failures.

At the outset of the pandemic, the Red Cross quickly implemented new protocols to continue delivery of essential services while protecting the health of our workforce, clients, and community. As the pandemic persisted, they focused investments on two pillars in New Hampshire: ensuring a sufficient blood supply to meet the needs of 22 recipient hospitals and treatment centers, and the patients who rely on them for care, and ensuring continuity of critical disaster relief services.

1 Eagle Square, Concord, New Hampshire 03301 Website: http://www.goferr.nh.gov/ • Email: info@goferrnh.gov TDD Access: Relay NH 1-800-735-2964 His Excellency, Governor Christopher T. Sununu And the Honorable Council

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These funds are to support investments in a new HVAC system, blood transport vehicle, and generator and will help meet New Hampshire's pandemic operational needs while making their blood collections system more resilient and adaptable.

Replacement of the HVAC system for the Manchester biomedical facility is needed. Following the recent, unforeseen failure of the system's compressor, they learned that the unit cannot be effectively repaired. Especially in the context of the ongoing pandemic, replacing this unit with a reliable new system, with state-of-the-art filtration to protect blood donors, staff, and volunteers is a high priority. This was a previously unbudgeted expense.

A new transport vehicle is also needed, which will be used to deliver specialized equipment such as donor beds and collection kits to and from community-based blood drives, and collected blood to testing, processing, and storage facilities. With some of their largest corporate and university drive locations remaining closed to the public, the Red Cross has pivoted to many alternate locations to meet its collections goals. This vehicle will replace an aging fleet vehicle with declining reliability, based at their Manchester biomedical facility.

The final item requested is a generator to provide back-up power in the event of an outage at their Manchester biomedical facility, preventing the loss of irreplaceable blood and blood products. As the nation's blood supply remains at the lowest level seen in more than a decade, every unit collected is needed. Occasional loss of power is a reality in this region, especially during winter storms, and this backup system will protect against disruption to refrigeration and other essential systems.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Taylor Caswell, Executive Director, GOFERR

#### COVID-19 Award Agreement

## (Beneficiary Award ARPA-SFRF)

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

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Governor's Office for Emergency Relief and Recovery

1.2. State Agency Address: 1 Eagle Square, Concord, NH 03301

1.3. Grantee Name: <u>American Red Cross of New Hampshire</u>

1.4. Grantee Address: <u>2 Maitland Street</u>, Concord, New Hampshire, 03301
1.5 Grantee Telephone Number: 603-969-4333

1.6 Grantee E-mail address: Karen.Fabis@redcross.org

1.7. State Vendor Number: NA

1.8 Unique Entity Identifier (UEI)/SAM registration #: G69LHXJ3ABL5 (Required on all awards in excess of \$50,000)

1.9. Completion Date: June 30, 2023

1.10. Grant Amount not to exceed \$ \_\_\_\_217,280

1.11. Grant Officer for GOFERR: <u>Rhonda Hensley</u>

1.12. GOFERR Telephone Number: (603)271-7957

1.13. Grantee Signature: Designated Signing Authority

jennifer adrio Date: 6/01/2022

Signature

Print Name: Jennifer Adrio Title: Northeast Division Vice President

1.14. State of New Hampshire Signature:

Date: 6/9/2022

Signature Print Name: Chase A Hagaman Title: Deputy Director, GOFERR

1.15. Approved as to form substance and execution NH Department of Justice (*If necessary*):

Shen Phillips

Date: 8/3/2022

Signature Print Name: Sheri Phillips

Title Assistant Attorney General

1.16. Approved New Hampshire Governor and Council (*If necessarv*): \_\_\_\_\_ Date:\_\_\_

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "GOFERR"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, defined as: addressing the negative economic impacts that Grantee has experienced during the pandemic in order to support the Grantee's unique function in providing safe, uninterrupted provision of blood and blood supply products through funding to purchase a new HVAC system, blood transport vehicle, and generator. Grantee has experienced a 50 percent reduction in sponsored blood drives overall in 2021, including a 62 percent reduction in college and high school blood drives. Blood donor engagement has waned as well, with the smallest donor base it has had over the past decade. The Red Cross has continued to experience high pressure on its blood services program during the pandemic - as well as unanticipated equipment failures. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties hereunder except as set forth below, shall become effective on the date of approval of this Agreement by GOFERR in Paragraph 1.12 ("the Effective Date").

4. PAYMENT TERMS: Payment of up to the amount listed in 1.8 above shall be made on submission of invoice(s) showing the allowable expenses related to purchase of a new HVAC system, blood transport vehicle, and generator have been incurred. The negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award have already been incurred as of the date of this award, which is prior to December 31, 2024. Payment requests will be submitted to GOFERR by e-mail to the grant officer Rhonda Hensley at <u>Rhonda.d.hensley-g@goferr.nh.gov</u> and to Emily Larson at <u>Emily.A.Larson-G@goferr.nh.gov</u>.

5. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in Paragraph 1.8. Notwithstanding anything 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 Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by GOFERR of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, GOFERR shall have no liabilities to the Grantee other than the Grant Amount. The budget for this grant is as follows:

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Expense Amount HVAC system \$107,280 Generator for Manchester biomedical facility \$65,000 RAM Promaster 3500 transport vehicle \$45,000 TOTAL \$217,280

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award.

Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the Governor's Office for Emergency Relief and Recovery (GOFERR), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the GOFERR, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

8. PERSONNEL: The Grant Officer shall be the representative of the GOFERR hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

#### 9. EVENT OF DEFAULT: REMEDIES.

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.

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

• Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have

Initials JA Date 06/01/2022 Page 3 of 5 been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and

 Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. GRANTEE'S RELATION TO GOFERR: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CLSFRF, and are neither agents nor employees of the State or the GOFERR. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind GOFERR nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. WAIVER OF BREACH: No failure by the GOFERR to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of GOFERR to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

12. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

13. PUBLIC DISCLOSURE NOTIFICATION: The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the GOFERR website.

GOFERR will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91 -A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction.

- 14. CERTIFICATION: The Grantee certifies to the best of its knowledge and belief, that it and its principals:
  - a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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- c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
- d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

15. NOTICE: Any notice of default under paragraph 8 shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

16. INSURANCE: The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

Statutory workers' compensation and employee's liability insurance for all employees engaged in the performance of the Project, and

General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

17. NOTICES: All other notices and reporting shall be by electronic means to the following email addresses for each party:

#### Grantee: Karen.Fabis@redcross.org

#### GOFERR: Rhonda Hensley at Rhonda.d.hensley-g@goferr.nh.gov

Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices.

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#### National Headquarters

Office of the Corporate Secretary 430 17<sup>th</sup> Street, NW Washington, DC 20006

(202) 303-5028 (202) 639-9811 Fax simone.white@redcross.org

### CERTIFICATE

The American National Red Cross is a single national corporation chartered by Act of Congress of January 5, 1905, reference to which is found codified at 36 U.S.C. Section 3001 et. seq., to discharge the responsibilities of the United States Government under the Geneva, or so-called Red Cross, Conventions in international law. As such, The American National Red Cross is an instrumentality of the United States, immune from certain taxation and regulation, such as registration or qualification to do business under the foreign corporation statutes of the several states, absent Congressional waiver of such immunity. (cf. Department of Employment v. U.S., 87 S.Ct. 464, 1966; United States of America v. California State Board of Equalization, 650 F.2d 117 (C.A. 9th), 1981; United States v. City of Spokane, 918 F.2d 84 (C.A. 9th), 1990; cert. denied, 111 S.Ct. 2888, 1991). The American National Red Cross is a national corporation, which is not foreign in any state or jurisdiction (cf. Osborn v. Oklahoma Tax Commission, 279 P.2d 1096, 1954).

On December 12, 1938, the Internal Revenue Service issued a ruling letter confirming The American National Red Cross and its units [all under EIN 53-0196605] are exempt from the payment of federal income tax and are entitled to receive tax-deductible donations. This ruling was reaffirmed in a letter ruling on March 24, 2022 and can be further verified by visiting <u>www.irs.gov/charities-and-nonprofits</u>. Additionally, IRS Publication 78, which lists all organizations designated by the Internal Revenue Service to receive tax-deductible contributions under Section 170 of the Internal Revenue Code of 1986, as amended, lists "The American National Red Cross, and its Constituents, Chapters, and Branches, Washington, D.C."

In accordance with Section 300103(b) of the Congressional Charter of The American National Red Cross and Section 8.1 of the Amended and Restated Bylaws of the corporation, chapters of the corporation are local units of the corporation and are not legal entities separate from the corporation. As such, chapter financial information is included as part of the Audited Consolidated Financial Statements and the IRS Form 990 of The American National Red Cross.

The American Red Cross of New Hampshire, located at 2 Maitland Street, Concord, New Hampshire, 03301, is such a chapter of The American National Red Cross as recognized by the corporation; and, is a chapter in good standing.

Dated: April 5, 2022

THE AMERICAN NATIONAL RED CROSS

Name: Lauren Sullivan Title: Assistant Corporate Secretary



National Headquarters

Office of the Corporate Secretary 430 17<sup>th</sup> Street, NW Washington, DC 20006

(202) 303-5028 simone.white@redcross.org

## **CERTIFICATE OF AUTHORITY**

I, Lauren Sullivan, Assistant Corporate Secretary of The American National Red Cross, a single national corporation chartered by an Act of Congress of the United States of January 5, 1905 (the "American Red Cross"), hereby certify that Jennifer L. Adrio holds the title and office of Division Vice President, Northeast Division (which includes the American Red Cross of New Hampshire); and in such capacity, is authorized to act on behalf of the American Red Cross in executing and delivering grant agreements, including the Governor's Office for Emergency Relief and Recovery Grant from the State of New Hampshire, and any other agreement and/or document related thereto to allow the American Red Cross to provide disaster relief, preparedness and response programs.

No other authorization or resolution of the Board of Governors of The American National Red Cross is required.

Witness my hand and the seal of this corporation this 31st day of May 2022.



#### THE AMERICAN NATIONAL RED CROSS

By:

Lauren Sullivan Assistant Corporate Secretary

ACORD

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 06/22/2022

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(les) 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	CONTACT						
Marsh USA (nc, (Philadelphia) 1717 Arch Street			PHONE FAX (AKC, No, Ext): (AKC, No);				
Philadelphia, PA 19103 215.246.1000 tax215.245.1399			E-MAIL ADDRESS:				
Aitr: Redouss.certrequest@marsh.com			INSURER(S) AFFORDING COVERAGE				NAIC #
CN102834971-ALL-GAUW-22-23			INSURER A : Old Republic Insurance Company				24147
INSURED AMERICAN NATIONAL RED CROSS NATIONAL HEADQUARTERS							
431 18th STREET NW			INSURER C :				
WASHINGTON, DC 20006			INSURER & ;				
			INSURER F ;				·
COVERAGES CERTIFICATE NUMBER:			CLE-00688883-02 REVISION NUMBER: 3				•
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.							
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A X COMMERCIAL GENERAL LIABILITY		MWZZ 313806-22	07/01/2022	07/01/2023	EACH OCCURRENCE	\$	5,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	8	5,000,000
X SIR \$100,000					MED EXP (Any one person)	\$	10,000
GENLAGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	<u> </u>	5,000,000
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						<u>.</u> \$	
A AUTOHOBILE LIABILITY		MWTB 313807-22 (\$1M)	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT	\$	5,000,000
		Auto Physical Damage-			BODILY INJURY (Per person)	\$	
HIRED AUTOS		Deductible Comp/Coll \$1,000			BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
AUTOS CNLY AUTOS ONLY	1	MWZX313810-22 (\$4M XS)	07/01/2022	07/01/2023	(Per accident)	<u>\$</u>	
UNBRELLA LIAB OCCUR	┝╼┟─			0110112020		\$	5,000,000 (
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DED RETENTION \$						<u>.                                    </u>	
A WORKERS COMPENSATION		MWC313809-22 (INSURED STATE	-,	07/01/2023	X PER OTH-		
A ANYPROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MENBREREXCLUDEO?	N/A	MWFEX313804-22 - (FL)*	07/01/2022	07/01/2023	E.L. EACH ACCIDENT	\$	1,000,000
(Mandstory in NH)     If yes, describe under     DESCRIPTION OF OPERATIONS below		MWXS313805-22 (AL, GA, MA, M), OH, PA, TN, VA)**	MO, 07/01/2022	07/01/2023	EL. DISEASE - EA EMPLOYEE	-	1,000,000
DESCRIPTION OF OPERATIONS below			<u> </u>		E.L. DISEASE - POLICY LIMIT	\$	1,000,000
		1			•		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)							
RE: PROVISION OF BLOOD AND BLOOD PRODUCTS THROUGHOUT THE POLICY PERIOD, 7/1/2022 - 7/1/2023.							
CERTIFICATE HOLDER	CANCELLATION						
THE GOVERNOR'S OFFICE FOR EMERGENCY RELIEF AND RECOVERY - STATE OF NH ATTN: RHONDA HENSLEY 1 EAGLE SQUARE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
CONCORD, NH 03301	AUTHORIZED REPRESENTATIVE of Merch USA Inc.						
Marsh USA Inc.							
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