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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

May 18, 2017

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

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a contract with Banks Chevrolet-Cadillac, Inc. (VC #177181-B002), 137 Manchester Street, Concord, NH in an amount not to exceed \$149,968.00 for the reconditioning and transport of vehicles to the White Farm before auction. The contract will become effective upon Governor and Council approval through June 30, 2020. Funding source: 70.33% General, 14.62% Turnpike, 14.11% Highway, 0.94% Federal Funds.

Funds are available in the SFY2018/2019 operating budget and contingent upon availability and continued appropriations in SFY2020, with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	<u>SFY2018</u>	<u>SFY 2019</u>	<u>SFY2020</u>
02-23-23-234015-40030000 Dept. of Safety – Division of State Police –Traffic Bureau 070-500705 - Operation - State Cars (In-State)	\$24,720.00	\$29,664.00	\$25,544.00
02-23-23-234015-23050000 Dept. of Safety – Division of State Police – Commercial Enforcement 070-500705 - Operation - State Cars (In-State)	\$14,008.00	\$ 6,592.00	\$ 6,592.00
02-23-23-234015-40100000 Dept. of Safety – Division of State Police – Enforcement 070-500705 - Operation – State Cars (In-State)	\$10,712.00	\$17,304.00	\$13,184.00
02-23-23-234010-31060000 Dept. of Safety – Division of State Police – MCSAP Grant 070-500705 - Operation – State Cars (In-State)	\$ 1,648.00 \$51,088.00	\$ 0.00 \$53,560.00	\$ 0.00 \$45,320.00
Total			\$149,968.00

Explanation

This contract provides for the reconditioning of State Police vehicles before delivering them to the White Farm. Prior to surplusing vehicles, it is necessary to recondition them by removing all insignia, decals and markings, filling antenna holes, and repainting areas so the cars are all one color.

The Division of State Police released a Request for Bid (RFB DOS 2017-12). The RFB was advertised on the Purchase & Property website from February 22, 2017 through March 2, 2017. Banks Chevrolet-Cadillac, Inc. submitted the sole bid.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

STATE OF NEW HAMPSHIRE - DEPT. OF SAFETY - DIV. OF STATE POLICE

DATE: 3/2/17 TIME:1:00 PM RFB DOS 2017-12 REQUISITION: na

DESCRIPTION: NH STATE POLICE - Reconditioning & Transport to NH State Surplus

Motor Vehicle Body Type	Initial Term of Contract				Optional Term	
	July 1, 2017 to June 30, 2018 Yr 1	July 1, 2018 to June 30, 2019 Yr 2	July 1, 2019 to June 30, 2020 Yr 3	July 1, 2020 to June 30, 2021 Yr 4	July 1, 2021 to June 30, 2022 Yr 5	
Passenger Car - 2 and 4 Doors	\$824.00	\$824.00	\$824.00	\$824.00		
Pick Up Truck - 2 Doors	\$824.00	\$824.00	\$824.00	\$824.00		
Pick-up Truck - 4 Doors	\$824.00	\$824.00	\$824.00	\$824.00		
Sport Utility Vehicles - 4 Door	\$824.00	\$824.00	\$824.00	\$824.00		
Specialty Vehicles	Negotiated					

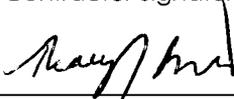
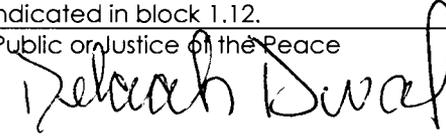
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Banks Chevrolet-Cadillac, Inc.		1.4 Contractor Address 137 Manchester Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-224-4055	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$149,968.00
1.9 Contracting Officer for State Agency Kevin E. Connor		1.10 State Agency Telephone Number 603-223-4300	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Tracy J. Banks, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/17/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfied this condition to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.14 Signature of Notary Public or Justice of the Peace 			
1.15 Name and Title of Notary or Justice of the Peace Deborah Dural Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/26/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials AB
Date 5/4/17

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive 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; and

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

Banks Chevrolet-Cadillac, Inc. of Concord, NH (Contractor) is being contracted by The Department of Safety, Division of State Police (State) to provide reconditioning of vehicles before auction.

The Scope of Services is as follows:

1. Coordinate transportation of State Police vehicles (up to 182 vehicles total contract term) from the Department of Safety Automotive Facility, 39 Hazen Drive, Concord, NH 03305, recondition vehicles at vendor's site and deliver to White Farm, 144 Clinton Street, Concord, NH 03301 at a cost of \$824.00 per vehicle.
2. Reconditioning of vehicles shall consist of the following:
 - a. The removal of all insignia, decals and markings so that no State Police markings or insignia are visible, to include shadowing and adhesives.
 - b. The filling of all drilled holes from removed equipment, including but not limited to: antenna, light bars, etc., with non-removable nylon hole plugs. Plug catch and welding is also an acceptable option.
3. Re-painting:
 - a. Reconditioned vehicles must be one color. Color to match existing base green color of vehicle. Base color green may vary based on year, make and model of vehicles.
 - b. Vendor shall repaint body colors other than base green color; damages and defects as a result of the removal of insignias, decals and markings; filling or patching of holes. Existing scratches and minor dents and imperfections shall be buffed or spot painted as to achieve a uniform finish and appearances.
 - c. The finished product must not allow any State Police lettering or insignia visible, even by shadowing of faded paint.
 - d. The vehicle must be painted to such quality that will allow maximum value to the State of New Hampshire at auction.
4. Coordination and Logistics:
 - a. Once notified by the Department of Safety, the Vendor shall remove the vehicles from 39 Hazen Drive and transport to their facility within five (5) business days of the notification. Notification shall be done via email communications.
 - b. Some vehicles have sustained severe accident damage and may require special provisions removing it from the Concord facility.
 - c. When possible, the Department shall seek to have a minimum of three (3) vehicles to be reconditioned per notification.

d. From the date of the notification by the Department of Safety, vehicles will be removed, reconditioned and delivered to the White Farm no later than thirty (30) calendar days.

5. All materials including paint, supplies, labor and transportation time or mileage are included in contract costs. No additional reimbursements, costs or charges shall be allowed. No reimbursement by the State for travel time or mileage shall be allowed.

The contract will be effective upon Governor and Council approval and shall end on June 30, 2020.

The State shall have the right to terminate the contract at any time by giving the Contractor a thirty-(30) day written notice.

**EXHIBIT B
PRICING AND PAYMENT TERMS**

The contractor agrees to invoice the State of New Hampshire, Division of State Police, within ten (10) business days as work is completed. Invoices must list the vehicle identification number (VIN) and state assigned equipment number. The contractor agrees not to exceed the quoted prices. The State of New Hampshire agrees to make payment to the vendor within thirty (30) days of receipt, acceptance and approval of such invoices.

The appropriate account numbers for the P-37 form, section 1.6 are:

<u>7/1</u>	<u>7/1</u>	<u>7/1</u>
<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>

02-23-23-234015-40030000 – Dept. of Safety – Division of State Police – Traffic Bureau 070-500705 – Operation – State Cars (In-State)	\$24,720.00	\$29,664.00	\$25,544.00
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02-23-23-234015-23050000 – Dept. of Safety – Division of State Police – Commercial Enforcement 070-500705 – Operation – State Cars (In-State)	\$14,008.00	\$ 6,592.00	\$ 6,592.00
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02-23-23-234010-31060000 – Dept. of Safety – Division of State Police – MCSAP Grant 070-500705 – Operation – State Cars (In-State)	\$ 1,648.00	\$ 0.00	\$ 0.00
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	Total	\$149,968.00
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**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BANKS CHEVROLET-CADILLAC, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 07, 1981. 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: 23705



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 May A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority

Resolution

I, Tracy J. Banks, hereby certify that I am the sole Manager and President of Banks Chevrolet-Cadillac, LLC and that the following is a true copy of a vote taken at a meeting of the Manager by unanimous written consent with an intended effective date of February 1, 2017.

VOTED: That Tracy Banks, President, is duly authorized to enter into contracts or agreements on behalf of Banks Chevrolet-Cadillac, LLC with the State of New Hampshire and any of its agencies or departments, and further is authorized to execute any documents which may in her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. 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 she has full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 5-4-17, 2017
1754552_1

ATTEST: 
Tracy J. Banks,
Manager and President

New Hampshire Automobile Dealers Association
P.O. Box 2337
Concord, NH 03302-2337
Phone: 800-852-3372

CERTIFICATE OF COVERAGE
WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

This certificate is issued to:

Banks Chevrolet-Cadillac-Buick-GMC
137 Manchester Street
PO Box 473
Concord, NH 03301

This certifies that the above business entity has Workers' Compensation Coverage required by the New Hampshire Workers' Compensation statute pursuant to the terms and conditions of the New Hampshire Automobile Dealers Association Workers' Compensation Trust Agreement and the Specific Excess Workers' Compensation and Employers' Liability policy issued to the Trust by:

Safety National Casualty Corporation
Policy Number SP 4054399

The limits of liability under this certificate for Employers' Liability coverage are \$2,000,000 per employee, per accident, per disease.

The coverage for the above entity is effective 11/1/1982 through an indefinite expiration date. The policy term for the excess coverage is 1/1/2017 through 1/1/2018. Termination of the certificate will be made by certified mail pursuant to the requirements of the New Hampshire Workers' Compensation statute and the New Hampshire Automobile Dealers Association Trust Agreement.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFESSES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED ABOVE.

N.H. AUTOMOBILE DEALERS ASSOCIATION WORKERS' COMPENSATION TRUST

By Peter Sheffer
DIRECTOR OF WORKERS' COMPENSATION