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ROBERT L. QUINN  
COMMISSIONER

## State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

RICHARD C. BAILEY, JR.  
ASSISTANT COMMISSIONER

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

December 13, 2021

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

### REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to retroactively amend contract with Ossipee Mountain Electronics, Inc. (Vendor #157732, B001), PO Box 950, Moultonborough, NH 03254 to up-fit a Ford F350 Pick-up truck with one (1) mono-body slide in fiberglass service body. This amendment will extend the completion date only from September 30, 2021 to June 30, 2022, effective upon Governor and Council approval. The initial contract was approved by G&C item #72, on September 1, 2021. Funding source: 100% Agency Income.

### EXPLANATION

This request is retroactive and the extension is necessary due to unexpected delays in the manufacture and delivery of the vehicle. This contract will allow for one (1) Ford F350 Pick-Up truck to be up-fitted with one (1) mono-body slide in fiberglass service body for the State Police Motor Carrier Enforcement Unit. The State Police Motor Carrier Enforcement Unit Technicians carry heavy and very sophisticated equipment such as portable scales and related equipment utilized in roadside size and weight enforcement inspections. The mono-body slide in fiberglass service body will provide safe transportation for the scales and equipment while also providing operator efficiency in its organization and utilization.

The Division of State Police released a Request for Quote (RFQ) dated April 23, 2021, to procure this service. The RFQ was sent to four (4) vendors who have the capability to perform this service. Ossipee Mountain Electronics was the only vendor to submit a quote by the submission deadline of May 12, 2021.

Respectfully submitted,

Robert L. Quinn  
Commissioner of Safety

**Amendment**

This agreement, (hereinafter called the "Amendment") by and between the New Hampshire Department of Safety, Division of State Police (hereinafter referred to as the "State"), and Ossipee Mountain Electronics, Inc., (hereinafter referred to as the "Contractor").

Whereas pursuant to an agreement (hereinafter referred to as the "Contract"), in the amount of \$19,383.65, which was originally approved by Governor and Council on September 15, 2021, Item #72, 2017, Item #51, the contractor agreed to perform certain services upon the terms and conditions specified in the contract and consideration of payment by the New Hampshire Department of Safety of certain sums therein.

Whereas the contractor and the state have agreed to amend the contract in certain aspects;

Now therefore, the parties hereto do hereby agree as follows:

**1. Amendment and Modification**

The contract is hereby amended as follows:

- Section 1.7 Completion Date is extended by nine (9) months, extending the contract from September 30, 2021 to June 30, 2022, to provide services to outfit one (1) Ford F350 Pick-up truck with one (1) mono-body slide-in fiberglass service body for deployment for the Division of State Police, Troop G.

**2. Effective Date and Continuance**

The amendment is effective upon Governor and Council approval. All other terms and conditions of the originally approved contract remain the same.

IN WITNESS WHEREOF, the parties set their hands as of the day and year written below.

*Stephanie Forust*

Stephanie Forust, Ossipee Mountain Electronics, Inc.



On December 9, 2021 personally appeared before me:

Stephanie Forust, whose identity I verified on the basis of

Driver's License, to be the signer of the above and she acknowledged that she signed it.

Executed the foregoing instrument for the purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

*Michelle Blake*

Notary Public

Name and Title of Notary Public

My Commission expires:

1/10/2023

Michelle Blake, Public Notary

Steven R. Lavoie, Director of Administration

N.H. Department of Safety

Approved by the Attorney General this 3<sup>rd</sup> day of JANUARY, 2022

Assistant Attorney General

*[Signature]*

Approved by the Governor and Council

Deputy Secretary of State

# 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 OSSIPÉE MOUNTAIN ELECTRONICS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 16, 1994. 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: 218601

Certificate Number: 0005288254



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of March A.D. 2021.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/07/2021

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).

<b>PRODUCER</b> Infinger Insurance - Conway 1205 Eastman Rd PO Box 300 North Conway NH 03860	<b>CONTACT NAME:</b> Kimberly Wood <b>PHONE (A/C, No, Ext):</b> (603) 447-5123 <b>E-MAIL ADDRESS:</b> kim@infingerinsurance.com	<b>FAX (A/C, No):</b> (603) 447-5126	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Ossipee Mountain Electronics Inc PO Box 950 Moultonborough NH 03254	<b>INSURER A:</b> West American Insurance Comp		
	<b>INSURER B:</b> Ohio Security Insurance Co		
	<b>INSURER C:</b> Ohio Casualty Insurance Company		
	<b>INSURER D:</b> NorGuard Ins Co		31470
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: CL2192379598

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKW(22)60231307	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS(22)60231307	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 1,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO(22)60231307	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	OSWC245730	10/15/2021	10/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Howard Tilton Jr and Rebecca Tilton are Excluded from Workers Compensation coverage.

**CERTIFICATE HOLDER****CANCELLATION**

NH Department of Safety 33 Hazen Drive Concord NH 03305	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 
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**CONSENT  
IN LIEU OF A SPECIAL MEETING  
OF  
THE BOARD OF DIRECTORS  
OF  
OSS�PEE MOUNTAIN ELECTRONICS, INC.**

Pursuant to New Hampshire Revised Statutes Annotated 293-A:8.21, the undersigned, being all of the members of the Board of Directors of Ossipee Mountain Electronics, Inc. (the "Corporation"), in lieu of a special meeting of the Corporation's Board of Directors to have been held in accordance with the Bylaws, hereby take the actions set forth below:

**VOTED:** To approve the terms and conditions of certain NH State Police Ford F350 Truck Up-Fit Build, dated May 26, 2021, and its amendment dated December 9, 2021 with the New Hampshire Department of Safety – Div. of State Police (the "Agreement"), the execution of which is hereby authorized, ratified and approved.

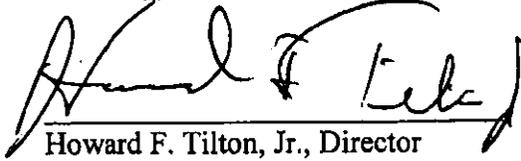
**VOTED:** That Stephanie Porusta, Secretary, is hereby authorized and directed, on behalf of and in the name of the Corporation, to execute the said Agreement, and any other documents she deems necessary or desirable, and in furtherance of the foregoing; and all other steps deemed necessary or advisable, in her discretion, in order to effect the aforesaid transaction and documents, each of which is hereby authorized and approved.

**VOTED:** That this written consent shall be filed with the records of the Corporation, and any action set forth herein shall be treated for all purposes as an action duly taken at a special meeting of the Board of Directors.

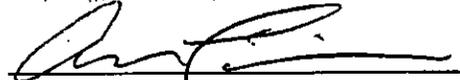
*[Signature Page to Follow]*

**DIRECTORS:**

Dated: Dec. 9, 2021

  
Howard F. Tilton, Jr., Director

Dated: Dec. 9, 2021

  
Aaron J. Tilton, Director

Dated: Dec. 9, 2021

  
Stephanie S. Porusta, Director

*[Signature Page to Consent of Board of Directors of  
Ossipee Mountain Electronics, Inc.]*

JEH/ab



ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

## State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

August 2, 2021

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

G&C# 72  
9/1/2021

### REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to enter into a contract with Ossipee Mountain Electronics, Inc. (Vendor #157732, B001), PO Box 950, Moultonborough, NH 03254 in the amount of \$19,385.65 for the up-fitting of one (1) Ford F350 Pick-Up truck with one (1) mono-body slide in fiberglass service body for deployment to the State Police Motor Carrier Enforcement Unit. This contract will be effective upon Governor and Council approval, through September 30, 2021. Funding source: 100% Agency Income.

Funding is available in the SFY2022 operating budget as follows:

02-23-23-234010-38940000 – Dept. of Safety – Div. of State Police – SP Agency Inc. Grants  
030-500311 – Equipment – General (New)

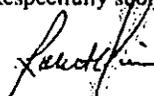
SFY2022  
\$19,385.65

### EXPLANATION

This contract will allow for one (1) Ford F350 Pick-Up truck to be up-fitted with one (1) mono-body slide in fiberglass service body for the State Police Motor Carrier Enforcement Unit. The State Police Motor Carrier Enforcement Unit Technicians carry heavy and very sophisticated equipment such as portable scales and related equipment utilized in roadside size and weight enforcement inspections. The mono-body slide in fiberglass service body will provide safe transportation for the scales and equipment while also providing operator efficiency in its organization and utilization.

The Division of State Police released a Request for Quote (RFQ) dated April 23, 2021, to procure this service. Currently there is no statewide contract for any type of service that would allow for the up-fitting of trucks with service bodies. The RFQ was sent to four (4) vendors who have the capability to perform this service. Ossipee Mountain Electronics was the only vendor to submit a quote.

Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
DIVISION OF STATE POLICE  
5/12/2021 AT 12PM  
RFQ TROOP G TRUCK UP FITTING BUILD

VENDOR	TOTAL
OSSIPPEE MOUNTAIN ELECTRONICS	\$19,385.65

**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**

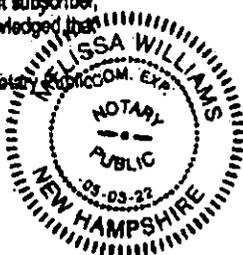
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**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 Osipee Mountain Electronics, Inc.		1.4 Contractor Address PO Box 950, 832 Whittier Hwy Moultonborough, NH 03254	
1.5 Contractor Phone Number 603-476-5581	1.6 Account Number AU 3894	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$19,385.65 Not to Exceed
1.9 Contracting Officer for State Agency Cynthia Hagarty		1.10 State Agency Telephone Number 603-223-8437	
1.11 Contractor Signature <i>Stephanie Porusta</i> Date: 05.26.2021		1.12 Name and Title of Contractor Signatory Stephanie Porusta Vice President + Secretary of Corporation	
1.13 State Agency Signature <i>Steven R. Lavoie</i> Date: 8/5/21		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
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: <i>[Signature]</i> On: 8/18/21			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

County of Carroll, ss.  
 State of New Hampshire  
 On this 26 day of May, 2021  
Stephanie Porusta  
 known to me or proven to be the instrument subscriber,  
 personally appeared before me and acknowledged that  
 he/she executed the foregoing instrument.



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, 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. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

Contractor Initials

Date

  
6/26/21

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

#### 14. INSURANCE.

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A  
SPECIAL PROVISIONS**

There are no special provisions.

**EXHIBIT B  
SCOPE OF SERVICES**

Ossipee Mountain Electronics, Inc. (Contractor) of Moultonborough, NH is being contracted by the Department of Safety, Division of State Police (State Agency), to provide services to upfit one (1) Ford F350 Pick-Up truck with one (1) mono-body slide-in fiberglass service body for deployment for the Division of State Police, Troop G.

The contract will become effective upon Governor and Council approval through September 30, 2021. The State Agency will have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

**SCOPE OF SERVICES**

The Contractor shall be required to provide / supply, deliver, uncrate, set into place, install various equipment, make all of the final connections; start-up and test all the equipment awarded / supplied, as well as paint and apply graphics, for one (1) 2022 F350 Ford Pick-up truck with one (1) mono-body slide in fiberglass utility body. The equipment listed in Addendum #1 – Attachment A – Bid Specifications and Offer – FY21 is specific to the State Agency's needs at this time; however, the State Agency reserves the right to change, alter, or modify the specs upon mutual agreement and execution of a written Change Order Request. All equipment will be installed as specified in the vehicle original equipment manufacturers (OEM) up-fitter's guide for the current model year. Prices in Addendum #1 – Attachment A – Bid Specifications and Offer – FY21 shall include all necessary equipment, materials, cabling, parts and connectors needed. The Contractor shall also be responsible to provide detailed as-built plans in both hard and soft copies. As-builts must receive the State Agency's approval prior to final payment.

**VEHICLE DELIVERY / STORAGE**

The State Agency shall have delivered to the Contractor one (1) Ford F-350 Pick-up truck and one (1) mono-body slide-in fiberglass service body for the purposes of this contract described hereunder. The Contractor shall be responsible to unload the mono-body slide in fiberglass service body at their site. Shipping and lifting instructions will be provided to the Contractor prior to the delivery.

The Contractor shall have a storage location to house the vehicle, mono-body slide-in fiberglass service body, and all related up-fit equipment during production so as to prevent theft and damage; any cost due to loss or damage to property will be the liability of the Contractor.

**VEHICLE SET-UP / TIME LINE**

Once the contract is awarded, the Contractor shall meet with the State Agency to finalize service body installation, paint, graphics, wiring, equipment set up, radio/radio antenna, and locations of the equipment. Work is to be completed no more than six (6) weeks once the vehicle and mono-body slide-in fiberglass service body have been delivered to the Contractor. The Contractor will provide conceptual installation and wiring schematics for vehicles for State Agency's review and approval prior to commencing the build.

**EQUIPMENT AND PAINT WARRANTIES**

The Contractor shall warranty installation for one (1) year from acceptance. Manufacturer's warranty on products shall apply. The Contractor will follow manufacturer's best practices for installation and warranty guidelines for all equipment provided and installed. All warranty services shall be performed by the Contractor during the warranty period.

See page 7 of the Contract for list of warrantied items from Ossipee Mountain Electronics, Inc.

**SUB-CONTRACTORS**

The Contractor may not use any Subcontractors in the performance of the services sought by this contract without prior written approval of the State Agency.

The Contractor shall remain wholly responsible for performance of the entire contract regardless of whether a Subcontractor is used. The State Agency will consider the Contractor to be the sole point of contact with regards to all contractual matters, including payment of any and all changes resulting from the contract.

**EXHIBIT C  
PRICING AND PAYMENT TERMS**

The Contractor agrees to invoice the State of New Hampshire, Division of State Police, at the completion of the project. Payment shall be made in full within thirty (30) days after receipt of the invoice and the State Agency's approval of the work as completed to the State Agency's sole satisfaction. The Contractor agrees not to exceed the contract total of \$19,385.65.

Ossipee Mountain Electronics, Inc.

**\*\*Warranty\*\***

OME will follow Manufacturer's Guidelines for all equipment installed. OME's install warranty excludes normal wear and tear and weather/environmental related issues. ALL warranty services are to be performed at OME's main location in Moultonborough, NH.

Whelen	5-years
SoundOff	5-years
Havis	Lifetime for Mounting Solutions/3-years for Computing Solutions
Setina	3-years
Federal Signal	2-years for Camera Solutions
Streamlight	Lifetime (excludes batteries, bulbs & accessories)
Santa Cruz	1-year
Panorama	1-year
Laird Antennas	5-years

SR

RFQ NH State Police Ford F350 Truck UP-Fit Build  
Addendum #1 - Attachment A - Bld Specifications and Offer - FY21

Ossipee Mountain Electronics, Inc.  
Bid Transmittal - Troop G Special Purpose Vehicle

REF ID	Mfg Model	DESCRIPTION	Equipment / Materials		Labor		TOTAL COSTS	Comments / Notes
			Qty	Unit Price	Cost 1	Cost 2		
<b>Section 1 - Installation Tasks</b>								
1.01		Mono-body slide in fiberglass utility body to be delivered to approved paint vendor per Section 9.02. Approved installation vendor to collect painted Mory body and place in secure in-door storage				\$2,445.00	\$2,445.00	Includes all misc. installation hardware: fuses, fuse holders, relays, connectors, wire/loom/ties, etc.
1.02		Mount spacers in truck bed per manufacturer's recommendations				\$0.00	\$0.00	Included
1.03		Secure mono-body slide in fiberglass utility body with factory bed fasteners and bed rail latches				\$0.00	\$0.00	Included
1.04		Per manufacturer's instructions for Semi Permanent attachment, mechanically fasten mono-body slide in fiberglass utility body to truck bed				\$0.00	\$0.00	Included
1.05		Create penetration in truck bed for electrical conductors; to be done on right side of vehicle				\$0.00	\$0.00	Included
1.06		Provide and install suitable grommet / ring as to prevent rubbing or chaffing of electrical conductors				\$0.00	\$0.00	Included
1.07		Install / run electrical conductors in wire loom and secure to truck frame and within engine compartments - Seal holes in body				\$0.00	\$0.00	Included

Contractor Initials: SE  
Date: 5/26/21

REF ID	Mfr. Model	DESCRIPTION	Equipment / Materials		Labor		TOTAL COSTS	Comments / Notes
			Qty	Unit Price	Cost 1	Cost 2		
1.08		Install electrical connecting blocks and connectors				\$0.00	\$0.00	Included
1.09		Connect inverter units to power supply and test units for proper operation				\$0.00	\$0.00	Included
<b>Section 2 - Emergency Lighting</b>								
2.01		Mono-body slide in fiberglass utility body lighting to be supplied and installed by approved vendor						
2.02	IW47UFX	Whelen InnerEdge WC DUO, Blue/White, Twelve 6-LED DUO™ Lamps, Upper Front Two Piece Unit, Individual Driver and Passenger Side Units	1	\$1,089.00	\$1,089.00	\$270.00	\$1,359.00	
2.03	SSFPOS	Whelen Solid State Headlight Flasher	1	\$0.00	\$0.00	\$0.00	\$0.00	Not recommended for use on this vehicle
2.04	V23BTPB	V23 Blue, Black Flange	2	\$175.20	\$350.40	\$0.00	\$350.40	
2.05	I2E	ION DUO Blue/White	2	\$97.80	\$195.60	\$0.00	\$195.60	
2.06	IONPEDB	ION Pedestal Mount Kit, Black	2	\$42.00	\$84.00	\$0.00	\$84.00	
2.07	LINSV2B	Whelen V-Series Surface Mount Super-LED, Blue (Mount under Tow Mirrors)	2	\$147.00	\$294.00	\$0.00	\$294.00	
2.08	TL12J	LED "T" ION Blue/Red	2	\$94.20	\$188.40	\$0.00	\$188.40	
2.09	TL12E	LED "T" ION Blue/White Lens	6	\$94.20	\$565.20	\$0.00	\$565.20	
2.10	ECVDMLTAL00	Dome Light	1	\$48.50	\$48.50	\$0.00	\$48.50	
<b>Section 3 - Electronics &amp; Wiring</b>								
3.01	MORY Master 50	Wiring plug in for mono-body slide-in fiberglass service body Equipment Box Wiring plug in, all information, schematics to be supplied by NH State Police/Equipment Box Supplier.	1	\$0.00	\$0.00	\$60.00	\$60.00	

Contractor Initials: ST  
Date: 5/21/21

REF ID	Mfg. Model	DESCRIPTION	Equipment / Materials		Labor		TOTAL COSTS	Comments / Notes
			Qty	Unit Price	Cost 1	Cost 2		
3.02	FABRICATION	Add / Fabricate and install cover for Wecan Module See Attachment G - Wecan Shield	1	\$0.00	\$0.00	\$120.00	\$120.00	
<b>Section 4 - Siren Package</b>								
4.01	SA315P	Whelen Siren Speaker	1	\$195.00	\$195.00	\$0.00	\$195.00	
4.02	SAK1	Universal Mount Kit for SAK-315P	1	\$24.60	\$24.60	\$0.00	\$24.60	
4.03	CANWCT2	Whelen CanTrol Amp Module - Includes standard amplifier/control module with sixteen 2-1/2 amp outputs, three low current 1/4 amp outputs, and control head of choice. Traffic Advisor™ module, eight total programmable outputs (four 10 amp pos/neg and four 10 amp pos only), an additional thirty-two 2-1/2 amp outputs and three Diagnostbr™ indicators.	1	\$1,197.00	\$1,197.00	\$180.00	\$1,377.00	
4.04	01-0687496-05D	Whelen CanTrol Control Head - 3 Section Control Head and 8-Push Buttons, 4-Position Slide Switch with a 7- Position Rotary Knob. Manual, Airhorn Plus 3 Traffic Advisor™ Switches (No Charge when ordered with CANWC1-NHSP)	1	\$0.00	\$0.00	\$0.00	\$0.00	Included
4.05	CANLITEB	CanTrol Light Sensor	1	\$38.95	\$38.95	\$0.00	\$38.95	
<b>Section 5 - Console and Computer</b>								
5.01	C-VS-3000-F150-1	Havis 30" Enclosed, 10" High Console	1	\$695.00	\$695.00	\$230.00	\$925.00	
5.02	C-CUP2-A06	Havis Cup Holder Faceplate - 4"	1	\$33.50	\$33.50	\$0.00	\$33.50	
5.03	C-AP-0325	Havis 3" Accessory Pocket - 2.5" Deep	1	\$35.50	\$35.50	\$0.00	\$35.50	
5.04	C-LP-3	Havis 3 Lighter Plug Outlets Faceplate- Dedicated "On" power	1	\$34.50	\$34.50	\$0.00	\$34.50	

Contractor Initials:                     

Date: 5/26/21

REF ID	Mfg. Model	DESCRIPTION	Equipment / Materials		Labor		TOTAL COSTS	Comments / Notes
			Qty	Unit Price	Cost 1	Cost 2		
5.05	C-EB25-XTL-1P	Havis 1 Piece Equipment Bracket for Motorola OS Control Head	1	\$0.00	\$0.00	\$0.00	\$0.00	Included
5.06	C-EB40-CCS-1P +C-EB-25068	Havis 1 Piece Equipment Bracket for Whelen CanTrol CANCTL6	1	\$0.00	\$0.00	\$0.00	\$0.00	Included
5.07	C-AP-0945-L	Havis 9in. Accessory Pocket, Hinged Lid with Lock	1	\$102.50	\$102.50	\$0.00	\$102.50	
5.08	C-FP-1	Havis Filler Plate - 1in.	1	\$0.00	\$0.00	\$0.00	\$0.00	Included
5.09	MMSU-1	Magnetic Mic Clip	3	\$25.00	\$75.00	\$0.00	\$75.00	
5.10	C-MCB	Havis Mic Clip Bracket	3	\$10.50	\$31.50	\$0.00	\$31.50	
5.11	C-ARM-102, PM-109 mount	Havis Brother Arm Rest Printer Bracket, top mount	1	\$187.30	\$187.30	\$0.00	\$187.30	
5.12	PJ723-V/C	Brother Pocket Jet 7-printer to go in arm rest		\$478.00	\$478.00	\$0.00	\$478.00	
5.13	C-HDM-214	Havis 9" Heavy Duty Telescoping Pole, Short Handle	1	\$90.00	\$90.00	\$0.00	\$90.00	
5.13a	C-HDM-305	Havis Heavy Duty Sliding Top Offset Platform, 9-15" Offset	1	\$104.75	\$104.75	\$0.00	\$104.75	
5.13b	C-MD-204	Low Profile Tilt Swivel Motion Device	1	\$58.85	\$58.85	\$0.00	\$58.85	
5.14	DS-DELL-417-3	Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Advanced Port Replication with power supply)	1	\$799.25	\$799.25	\$0.00	\$799.25	
5.15	DS6707SRBU0100ZR	Symbol Bar Code Scanner	1	\$125.00	\$125.00	\$0.00	\$125.00	
5.16	CGX	Charge Guard - Select	1	\$69.90	\$69.90	\$0.00	\$69.90	
5.17	C-USB-2	Dual Outlet	2	\$53.25	\$106.50	\$0.00	\$106.50	
5.18	CANEM16	Expansion module in box	1	\$139.20	\$139.20	\$165.00	\$304.20	
5.19	PC78LTX C27 w/cable VS4 C-EB25-068	CB Radio CB Radio Antenna Extension speaker Bracket	1	\$173.50	\$173.50	\$0.00	\$173.50	
5.20	GPSBONHSP	Antenna, Sharkee	1	\$215.75	\$215.75	\$0.00	\$215.75	

Contractor Initials: SD

Date: 5/26/21

REF ID	Mfg. Model	DESCRIPTION	Equipment // Materials		Labor		TOTAL COSTS	Comments / Notes
			Qty	Unit Price	Cost 1	Cost 2		
<b>Section 6 - Backup Camera Installation</b>								
6.01	GFRVCFZT	Ford Backup Camera Interface harness and programming	1	\$219.00	\$219.00	\$165.00	\$384.00	
6.02	CAMCCD-REARNTSC	Camera, rear view, photosensor, LEDs, mic IP68	1	\$227.50	\$227.50	\$0.00	\$227.50	
6.03	CAMCABLE - 10	Cable, camera to monitor extension, 33 feet/10m	1	\$31.20	\$31.20	\$0.00	\$31.20	
6.04	CAMADP-RCA-OUT	Video Adapter cable, RCA output	1	\$16.50	\$16.50	\$0.00	\$16.50	
6.05	PROGRAMMING	Program camera interface for add on aftermarket camera	1	\$0.00	\$0.00	\$0.00	\$0.00	Included
<b>Section 7 - Accessories</b>								
7.01	SC-924-5XL	Santa Cruz Gun Locks fully adjustable, universal gun rack for securing any long arm on a flat surface - Including mounting bracket for between seats or to interior roof. No gun lock timers	1	\$224.75	\$224.75	\$230.00	\$454.75	
7.02	PB400-VS	Setina Aluminum Push Bumper	1	\$365.00	\$365.00	\$0.00	\$365.00	
7.03	77553	Streamlight UltraStinger LED Flashlight - 12v Charger	1	\$129.90	\$129.90	\$0.00	\$129.90	
<b>Section 8 - Radio</b>								
8.01	BB14435	Laird Antenna in black - Base loaded 5/8 wave 3dB antenna and whip in a low visibility design - Plated brass fittings, machined Delrin coil form, gold plated contact and quick rod disconnect, with flex spring; Frequency 132-178 mhz	1	\$45.60	\$45.60	\$0.00	\$45.60	
8.02	BB45035	Laird Antenna in black - 450-470 MHz Mobile Base coil NMO mount antenna with spring-metallic ground plane required, 11 in long	1	\$47.90	\$47.90	\$0.00	\$47.90	
8.03	AFGB-832	a 762-870 MHz (4 dBi) whip	1	\$24.50	\$24.50	\$0.00	\$24.50	

Contractor Initials:   
Date: 5/26/21

REF ID	Mfg. Model	DESCRIPTION	Equipment / Materials				TOTAL COSTS	Comments / Notes
			Qty	Unit Price	Cost 1	Cost 2		
8.04	C29SP-5QMAP	Panorama Cable to connect sharkee antenna to radio multiplexer	1	\$30.75	\$30.75	\$0.00	\$30.75	
8.05	Customer Supplied Radio	Customer Supplied Motorola Multi-Band APX8500 Radio	1	\$0.00	\$0.00	\$185.00	\$185.00	
8.06	Customer Supplied Multiplexer	Customer Supplied Multiplexer	1	\$0.00	\$0.00	\$0.00	\$0.00	Included
8.07	M88U	Laird 3/4" Hole NMO Style Brass Mount with 17ft RG-58 coax, with no connector radio cable - Vendor to supply mini UHF connectors and attach to the supplied adapter cable in multiplexer or use QMA's for connectors	2	\$15.95	\$31.90	\$0.00	\$31.90	
<b>Section 9 - Paint &amp; Body</b>								
9.01		Prep and Paint Truck See Attachment B - Paint & Graphics Specifications				\$4,035.90	\$4,035.90	OME intends to contract Banks Collision Center for all Paint &
9.02		Prep and Paint Insert Box See Attachment B - Paint & Graphics Specifications				\$1,834.50	\$1,834.50	Graphics
9.03		Install Owner Provided Graphics See Attachment B - Paint & Graphics Specifications				\$244.60	\$244.60	
<b>Section 10 - As Builts</b>								
10.01		Provide one (1) softcopy and three (3) hardcopy As Built Records including graphics and schematics				\$0.00	\$0.00	Included

Equipment / Materials

\$9,220.65

Labor

\$10,165.00

Total Costs

\$19,385.65

Contractor Initials: 

Date: 5/26/21

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that OSSIPEE MOUNTAIN ELECTRONICS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 16, 1994. 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: 218601

Certificate Number: 0005288234



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of March A.D. 2021.

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

William M. Gardner  
Secretary of State

**CONSENT  
IN LIEU OF A SPECIAL MEETING  
OF  
THE BOARD OF DIRECTORS  
OF  
OSSIPPEE MOUNTAIN ELECTRONICS, INC.**

Pursuant to New Hampshire Revised Statutes Annotated 293-A:8.21, the undersigned, being all of the members of the Board of Directors of Ossipee Mountain Electronics, Inc. (the "Corporation"), in lieu of a special meeting of the Corporation's Board of Directors to have been held in accordance with the Bylaws, hereby take the actions set forth below:

**VOTED:** To approve the terms and conditions of certain NH State Police Ford F350 Truck Up-Fit Build, dated May 26, 2021, with the New Hampshire Department of Safety – Div. of State Police (the "Agreement"), the execution of which is hereby authorized, ratified and approved.

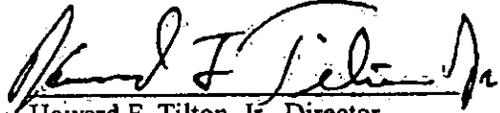
**VOTED:** That Stephanie Porusta, Secretary, is hereby authorized and directed, on behalf of and in the name of the Corporation, to execute the said Agreement, and any other documents she deems necessary or desirable, and in furtherance of the foregoing; and all other steps deemed necessary or advisable, in her discretion, in order to effect the aforesaid transaction and documents, each of which is hereby authorized and approved.

**VOTED:** That this written consent shall be filed with the records of the Corporation, and any action set forth herein shall be treated for all purposes as an action duly taken at a special meeting of the Board of Directors.

*[Signature Page to Follow]*

**DIRECTORS:**

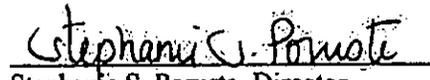
Dated: May 26, 2021

  
Howard F. Tilton, Jr., Director

Dated: May 26, 2021

  
Aaron J. Tilton, Director

Dated: May 26, 2021

  
Stephanie S. Porusta, Director

*[Signature Page to Consent of Board of Directors of  
Ossipee Mountain Electronics, Inc.]*

JEH/ab



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/15/2020

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).

<b>PRODUCER</b> Infinger Insurance - Conway 1205 Eastman Rd PO Box 300 North Conway NH 03860		<b>CONTACT NAME:</b> Kimberly Wood <b>PHONE (AC, No, Ext):</b> (603) 447-5123 <b>FAX (AC, No):</b> (603) 447-5126 <b>EMAIL ADDRESS:</b> <b>ADDRESS:</b>															
<b>INSURED</b> Ossipee Mountain Electronics Inc PO Box 950 Moultonborough NH 03254		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: West American Insurance Comp</td> <td></td> </tr> <tr> <td>INSURER B: Ohio Security Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C: Ohio Casualty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D: NorGuard Ins Co</td> <td>31470</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: West American Insurance Comp		INSURER B: Ohio Security Insurance Co		INSURER C: Ohio Casualty Insurance Company		INSURER D: NorGuard Ins Co	31470	INSURER E:		INSURER F:	
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INSURER D: NorGuard Ins Co	31470																
INSURER E:																	
INSURER F:																	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2091478425      **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.

NSR LTR	TYPE OF INSURANCE	ADULT SUBR (NSD)	BYOD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BKW(21)60231307	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS(21)60231307	10/15/2020	10/15/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO(21)60231307	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	OSWC145859	10/15/2020	10/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Howard Tilton Jr and Rebecca Tilton are Excluded from Workers Compensation coverage.

<b>CERTIFICATE HOLDER</b>  NH Department of Safety 33 Hazen Drive  Concord NH 03305	<b>CANCELLATION</b>  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 
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