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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

88



William Cass, P.E.
 Commissioner

David Rodrigue, P.E.
 Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
 Deputy Commissioner

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

Bureau of Right-of-Way
 May 17, 2023

REQUESTED ACTION

The Department of Transportation, Bureau of Right-of-Way, requests authorization to enter into a **sole source** agreement with Maine Technical Source, Inc., Yarmouth, Maine (Vendor code 153116), in the amount of \$11,372 for the purpose of providing a department-wide subscription to SmartNet licenses and customer care plans needed to use and operate the Department's four Global Navigation Satellite System (GNSS) units for a total of 2,500 hours of use. The use of the units provides the real-time collection of GNSS data based on the NSRS (National Spatial Reference System) and the NH SPCS (NH State Plane Coordinate System). This agreement is effective upon Governor & Council approval through June 3, 2024. Funding is 38.5% Federal Funds, 6.3% Other Funds, and 55.2% Highway Funds.

Funding is available based on the following:

FY 2023

04-096-096-962015-3028

Bureau of Right-of-Way

038-500177

Software License/Maintenance

\$11,372

EXPLANATION

The request is **sole source** because Maine Technical Source, Inc. is the sole authorized distributor for Leica Geosystems' high-end surveying segment consisting of GNSS, robotic surveying instruments, related field and office software, firmware and customer care plans to serve Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, and Vermont.

The Continuously Operating Reference Stations (CORS) program is our attempt to integrate the latest GNSS technology into the Department's daily construction inspection and surveying operations. With the aid of a State Transportation Innovation Council grant from the FHWA (Federal Highway Administration), we were able to purchase three construction-grade DT Research GNSS devices and one survey-grade Leica GS18t antenna and CS20 data collector for Survey-Geodetics. These devices utilize the same GNSS real-time data collection service called SmartNet, a subscription service available through Maine Technical Source, Inc. that allows us to use real-time accurate data on our GNSS devices.

The Customer Care Plans (CCP) and the software license renewal for the CS20 data collector provide for the calibration and maintenance of the equipment for one year.

The Attorney General has approved this agreement as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services. After Governor and Council approval, the agreement will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into this **sole source** agreement.

Respectfully,

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

William J. Cass, P.E.
Commissioner

WJC/pfc
Attachments



Quotation

MAINE TECHNICAL SOURCE
 110 WINN STREET, SUITE 101
 WOBURN, MA 01801
 800-322-5003 Fax 781-932-0450

03/03/2023	S1360484
ORDER TO: MAINE TECHNICAL SOURCE 110 WINN STREET, SUITE 101 WOBURN, MA 01801 Phone: 800-322-5003	

SOLD TO:
 NEW HAMPSHIRE DEPT. TRANSPORTATION
 BUREAU OF RIGHT OF WAY
 7 HAZEN DRIVE, ROOM 204
 CONCORD, NH 03302-0483

SHIP TO:
 NEW HAMPSHIRE DEPT. TRANSPORTATION
 BUREAU OF RIGHT OF WAY
 7 HAZEN DRIVE, ROOM 204
 CONCORD, NH 03302-0483

10336	SmartNet Enterprise	Steve Ferguson	Jim Bosworth
Dan Blais	BID	NET 30	04/06/2023 Yes
LEICA 5308539 1 YEAR SMARTNET NRTK ENTERPRISE 2500 HOURS ***** New Hampshire Department of Transportation Contact: Steven Ferguson Expires: May 9, 2023		1ea	1ea 11050.00 9999.00
Shipping Instructions: NO FREIGHT CHARGES TO BE ADDED PER JIM			Subtotal 9999.00
			Tax 0.00
			Freight 0.00
			Handling 0.00
			Total 9999.00

PER 229089

From: jbosworth@mainstechnical.com
 To: Jim Bosworth
 Subject: Bid S1359742 PO# ccp gs18 cs20
 Date: Wednesday, April 26, 2023 7:35:03 PM



Quotation

MAINE TECHNICAL SOURCE
 110 WINN STREET, SUITE 101
 WOBURN, MA 01801
 800-322-5003 Fax 781-932-0450

Quote Date	Quote Number
02/01/2023	S1359742
ORDER TO:	
MAINE TECHNICAL SOURCE	
110 WINN STREET, SUITE 101	
WOBURN, MA 01801	
Phone: 800-322-5003	

QUOTE TO:
 NEW HAMPSHIRE DEPT.
 TRANSPORTATION
 BUREAU OF RIGHT OF WAY
 7 HAZEN DRIVE, ROOM 204
 CONCORD, NH 03302-0483

SHIP TO:
 NEW HAMPSHIRE DEPT.
 TRANSPORTATION
 BUREAU OF RIGHT OF WAY
 7 HAZEN DRIVE, ROOM 204
 CONCORD, NH 03302-0483

System Number	Customer PO/Name	Order Entry	Salesperson	
10336	ccp gs18 cs20		Jim Bosworth	
Quote	Ship Via	Terms	Exp Date	Print Allowed
Jim Bosworth		NET 30	05/26/2023	Yes
Description	Order Qty	Unit Price		
Steven M. Ferguson, LLS Geodetic Survey Department Bureau of Right of Way NH Department of Transportation #7 Hazen Drive, PO Box 483 Concord, NH 03302-0483 Steven.M.Ferguson@dot.nh.gov				
LEICA LA1 6003686 1 YEAR VIVA GNSS GSIX BASIC CCP GS18 Serial #3606880 Article #855304	1ea	162.000	162.00	
LEICA LA1 6009619 1 YEAR CS20 BASIC CCP cs20 s/n 2465138 equipment no. 8827521	1ea	561.000	561.00	
Shipping Instructions: NO FREIGHT CHARGES TO BE ADDED PER JIM			Subtotal	723.00
			Tax	*****
Prices are firm for 30 days only. Applicable Taxes, Freight and Handling are not Included. You are responsible for these charges. Thank You!			Freight	0.00
			Handling	0.00
			Total	723.00

From: jbosworth@mainetechnical.com
 To: Jim Bosworth
 Subject: Bid S1359740 PO# Infinity CCP
 Date: Wednesday, April 26, 2023 11:30:35 AM



Quotation

MAINE TECHNICAL SOURCE
 110 WINN STREET, SUITE 101
 WOBURN, MA 01801
 800-322-5003 Fax 781-932-0450

Quote Date: 05/01/2023	Order Number: S1359740
ORDER TO: MAINE TECHNICAL SOURCE 110 WINN STREET, SUITE 101 WOBURN, MA 01801 Phone: 800-322-5003	

QUOTE TO:
 NEW HAMPSHIRE DEPT.
 TRANSPORTATION
 BUREAU OF RIGHT OF WAY
 7 HAZEN DRIVE, ROOM 204
 CONCORD, NH 03302-0483

SHIP TO:
 NEW HAMPSHIRE DEPT.
 TRANSPORTATION
 BUREAU OF HIGHWAY DESIGN
 7 HAZEN DRIVE,
 CONCORD, NH 03302-0483

Customer Number	Customer PO/Name	Order/Qty	Salesperson	
10336	Infinity CCP		Jim Bosworth	
Order	Ship Via	Terms	Est. Date	Freight Allowed
Jim Bosworth	NA NOT APPLIC.	NET 30	05/26/2023	Yes
Description		Order Qty	Unit Price	Amount
NEW HAMPSHIRE DEPT. TRANSPORTATION BUREAU OF HIGHWAY DESIGN 7 HAZEN DRIVE, CONCORD, NH 03302-0483 + Contact: Steve Ferguson Email: Steven.M.Ferguson@dot.nh.gov +				
^LEICA 6008248 1 YEAR INFINITY FLEXIBLE BUNDLE BASIC CCP ***** 00106-68018-00030-58852-B55C7 Maintenance Start: 06/01/2021 Maintenance End: 05/27/2022 ENTITLEMENT 00106-68018-00030-58852-B55C7 CCP END DATE 06/07/2023		1ea	650.000	650.00
			Subtotal	650.00
			Tax	*****
			Freight	0.00

Prices are firm for 30 days only. Applicable Taxes, Freight and Handling are not

Included. You are responsible for these charges. Thank You!

Handling	0.00
Total	650.00

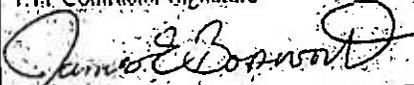
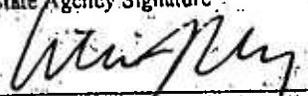
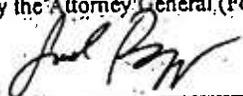
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address 7 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Maine Technical Source, Inc.		1.4 Contractor Address 191 US Route One Yarmouth, ME 04096	
1.5 Contractor Phone Number 800-322-5003	1.6 Account Unit and Class 04-096-096-962015- 3028-038-500177	1.7 Completion Date 6/3/2024	1.8 Price Limitation \$11,372.00
1.9 Contracting Officer for State Agency William Oldenburg		1.10 State Agency Telephone Number 603-271-3222	
1.11 Contractor Signature  Date: 5/2/2023		1.12 Name and Title of Contractor Signatory James Bosworth, Sales Manager	
1.13 State Agency Signature  Date: 5/10/23		1.14 Name and Title of State Agency Signatory William Oldenburg, Director, Project Development	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/8/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 5/2/23

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

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

Contractor Initials *JMB*
Date *5/2/23*

Service Contract (Form P-37)
Maine Technical Source, Inc.

EXHIBIT A: Special Provisions

1. The contract is effective upon approval by the Governor and Executive Council.

EXHIBIT B: Services to be performed or provided

1. Provide the LEICA 5308539 1-year SMARTNET NTRK Enterprise level access up to 2500 hours, beginning on 6/3/2023 or the date of the Governor & Executive Council approval (if later), and continuing for one year. No shipping, installation, or activation fees.
2. Provide the LEICA 6009619 1-year CS20 Basic Customer Care Plan (CCP), covering the following product: CS20 LTE Disto Field Controller #2465133, Equipment #8827521, beginning 6/3/2023 or the date of Governor & Executive Council approval (if later), and continuing for one year. No shipping, installation, or activation fees.
3. Provide the LEICA 6003686 1-year VIVA GNSS GS1X Basic Customer Care Plan (CCP), covering the following equipment: GS18 T LTE & UHF Performance NAFTA #3606880, article #855304, beginning on 6/3/2023 or the date of the Governor & Executive Council approval (if later), and continuing for one year. No shipping, installation, or activation fees.
4. Provide the LEICA 6008248 1-year INFINITY flexible bundle Basic Customer Care Plan (CCP), covering entitlement # 00106-68018-00030-58852-B55C, beginning on 6/3/2023, or the date of the Governor & Executive Council approval (if later), and continuing for one year. No shipping, installation, or activation fees.

EXHIBIT C: Budget and Method of Payment

1. SMARTNET Enterprise Level access: \$9,999.00, net 30 after activation, payment by check upon receipt of an invoice.
2. CS20 Basic Customer Care Plan (CCP): \$561.00, net 30 after activation, payment by check upon receipt of an invoice.
3. VIVA GNSS GS1X Basic Customer Care plan (CCP): \$162.00, net 30 after activation, payment by check upon receipt of an invoice.
4. INFINITY flexible bundle Basic Customer Care Plan (CCP): \$650.00, net 30 after activation, payment by check upon receipt of an invoice.

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MAINE TECHNICAL SOURCE, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on August 09, 1990. 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: 171551

Certificate Number: 0006208591



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2023.

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

David M. Scanlan
Secretary of State

MAINE TECHNICAL SOURCE, INC.
CORPORATE RESOLUTION

I, Stuart F. MacDonald, III, hereby certify that I am a duly elected Officer of Maine Technical Source, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on April 5, 2023, at which a quorum of the Directors/shareholders was present and voting.

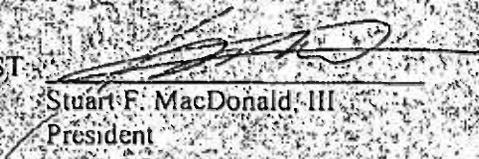
VOTED: Jim Bosworth is duly authorized to enter into contracts or agreements on behalf of Maine Technical Source, Inc. with the State of New Hampshire and any of its agencies or departments and is further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and end effect as of the date of the contract to which this certificate is attached. This authority remains valid for one hundred twenty days from the date of this Corporate Resolution.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind this corporation in contract with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: April 5, 2023

ATTEST:


Stuart F. MacDonald, III
President



MAINTEC-03

KJOY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2023

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

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

PRODUCER Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME: PHONE (A/C, No, Ext): (207) 774-6257 FAX (A/C, No): (207) 774-2994 E-MAIL ADDRESS: info@clarkinsurance.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Ins Co of America NAIC #: 31534 INSURER B: The Hanover Insurance Company 22292 INSURER C: Maine Employers Mutual Ins Co 11149 INSURER D: INSURER E: INSURER F:	INSURED Maine Technical Source 494 U.S. Route 1 Yarmouth, ME 04096

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		ZHP6131680	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AHP4714950	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHP4330940	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5101800522	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The State of New Hampshire is an additional insured per written contract with regard to General Liability. Project: Service agreement for repair & calibration of the XInexus DSR's. 30 days notice of cancellation except for 10 days notice with regard to non-payment.

CERTIFICATE HOLDER

CANCELLATION

The State of New Hampshire Department of Transportation
 PO Box 483, 7 Hazon Drive
 Concord, NH 03302-0483

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