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CSG



State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT
COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT
COMMISSIONER

ROBERT L. QUINN
COMMISSIONER
OF SAFETY

May 1, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to amend an existing contract with T.M.D.E Calibration Labs, Inc (VC# 1162408-B001), Richmond, ME, for the purpose of providing repair and certification of Stalker and Decatur radar units and aircraft timing devices by extending the completion date from June 30, 2025 to June 30, 2026, with no change to the price limitation of \$33,000.00, effective upon Governor and Council approval. The original contract was approved by Governor and Council on July 27, 2022, Item #113. Funding Source: 34% General Funds, 41% Highway Funds, and 25% Turnpike Funds. No additional funds are being requested.

EXPLANATION

This amendment supports the certification and/or repair of Stalker radar units used by State Troopers to measure the speed of vehicles on the roadway. It also includes the certification of aircraft timing devices used by the State Police Aviation Unit for aerial speed enforcement.

TMDE will provide a computer-generated calibration certificate for each radar unit and associated tuning forks upon certification. Copies will be provided to both the assisting Trooper and the designated State contact. These documents are admissible in court as evidence of proper calibration and repair.

The Division of State Police released a Request for Bid (RFB DOS 2022-010), which was advertised on the Department of Administrative Services, Purchase & Property website from April 15, 2022 through May 13, 2022. T.M.D.E. Calibration Labs, Inc was the only vendor to submit a proposal.

Respectfully submitted,

[Signature]
Robert L. Quinn
Commissioner of Safety



STATE OF NEW HAMPSHIRE

Department of Safety:

T.M.D.E. Calibration Labs, Inc.

DOS 2022-010

AMENDMENT #1

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP DOS 2022-010, on July 27, 2022, Item #113 (herein after referred to as the "Agreement"), T.M.D.E. Calibration Labs, Inc. (VC #162408-B001) (hereinafter referred to as "Contractor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the New Hampshire Department of Safety (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department and the Vendor wish to extend the completion date from June 30, 2025 to June 30, 2026;

WHEREAS, the Department and the Vendor seek to amend the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the Contract Agreement – General Provisions by extending the Completion Date from June 30, 2025 to June 30, 2026.
2. The Agreement is further amended as described in Table 1:

TABLE 1: AMENDMENT DETAILS	
Part Form: P-37 General Provisions	AMENDED TEXT
Section Number General Provisions, section 1.7	Extend the Completion Date from June 30, 2025 to June 30, 2026.

Part 24 Exhibit C Pricing and Payment Terms	AMENDED TEXT	
Rate Schedule	Calibrations/Certificates per Stalker/Decatur Radar on-site	\$65.00 each
	Calibrations/Certificates per Tuning Fork on-site	\$10.00 each
	Hourly rate to repair, plus parts and shipping, if any	\$85.00/hour

TABLE 2: CONTRACT HISTORY				
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	AMENDMENT DATE	END DATE	CONTRACT AMOUNT
G&C Item #113	Original Contract	July 27, 2022	06/30/2025	\$33,000.00
	1 st Amendment	TBD	06/30/2026	\$33,000.00
CONTRACT TOTAL				\$33,000.00

State of NH Contract

Date: 4/8/2025

Contractor's Initials



Page

CONTRACTOR

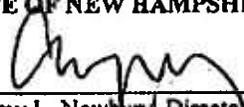
Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



Peter White, President
T.M.D.E. Calibration Labs, Inc. Date: April 8, 2025

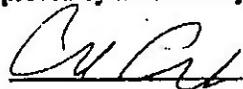
STATE OF NEW HAMPSHIRE



Amy L. Newbury, Director of Administration
State of New Hampshire
Department of Safety Date: 4/29/25

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General



State of New Hampshire, Department of Justice Date: 05/15/2025

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

State of New Hampshire, Department of Administration Date: _____

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 T.M.D.E. CALIBRATION LABS, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on October 28, 2010. 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: 638042

Certificate Number: 0007143449



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

**UNANIMOUS CONSENT IN LIEU OF SPECIAL MEETING OF THE
SHAREHOLDERS AND DIRECTORS OF T.M.D.E. CALIBRATION LABS, INC.**

The undersigned, pursuant to 13-C M.R.S.A. §704 and §822, being all of the Shareholders and Directors of T.M.D.E. Calibration Labs, Inc. do hereby consent to and approve the adoption of the following resolutions with the same effect as though adopted by a unanimous vote at a Special Meeting of the Shareholders and Directors of said Corporation duly called and held:

Resolved: The Corporation is authorized to enter into a contract with the State of New Hampshire.

Resolved: That the sole Shareholder, Director, and President, Peter White, be authorized to enter into any and all contracts with the State of New Hampshire and to execute any and all documents on behalf of the Corporation which are necessary and appropriate to accomplish the aforementioned matter.

Date: April 8, 2025



Peter White, Shareholder & Director

To Whom It May Concern:

As the sole Shareholder, Director and President, Peter White had authority to sign the form P-37 on 06/09/2022.

April 8, 2025

Date

Peter White, Shareholder & Director

This consent has not been altered, amended, or revoked.

April 8, 2025

Date

Peter White, Shareholder & Director

In Witness Whereof, the parties set their hands as of the day and year written below

Peter A. White, President

On April 8, 2025 personally appeared before me

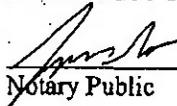
Peter White

, whose identity I verified on the basis of

In person at TMDE, to be the signer of the above and he/she acknowledged that he/she signed it.

Executed the foregoing instrument for the purposes therein contained.

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


Notary Public

September 23, 2027
My Commission Expires

Jeramey Guay
Name and Title of Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2025

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 Cross Insurance - Lewiston 150 Mill Street Fourth Floor, Suite 4 Lewiston ME 04240-3101		CONTACT NAME: Gloria Gilbert PHONE (A/C, No, Ext): (207) 783-8591 FAX (A/C, No): (207) 777-6223 E-MAIL ADDRESS: gloria.gilbert@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Citizens Ins Co of America	NAIC # 31534
		INSURER B: Allmerica Financial Benefit	41840
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2522706524 **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"/> COMMERCIAL GENERAL LIABILITY			ZBP9485362	03/15/2025	03/15/2026	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMPI/OP AGG \$ 2,000,000	
							\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			AWP9480255	03/15/2025	03/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
							Uninsured motorist \$ 1,000,000	
							\$	
							\$	
							\$	
A	<input type="checkbox"/> UMBRELLA LIAB			WBP840037	03/15/2025	03/15/2026	EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$	
	<input type="checkbox"/> OCCUR						\$	
	<input type="checkbox"/> CLAIMS-MADE						\$	
	DED	RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below		Y	N/A			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)

CERTIFICATE HOLDER NH Department of Safety Division of State Police 33 Hazen Drive Concord NH 03305	CANCELLATION 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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JUL 14 '22 AM 9:52 RCVD

SP-SS-06-2022-01

MLK
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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

ROBERT L. QUINN
COMMISSIONER

June 30, 2022

G&C #113
07/27/2022

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

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police to enter into a contract with TMDE Calibration Labs, Inc. (VC #162408-B001), P.O. Box 8, Richmond, ME, in an amount not to exceed \$33,000.00 for the provision of repair and certification of Stalker and Decatur radar units and aircraft timing devices. Effective upon Governor and Council approval through June 30, 2025. 35% General, 24% Turnpike, 41% Highway.

Funds are available in the SFY 2023 operating budget and contingent upon availability and continued appropriations in SFY 2024 through SFY 2025 with the authority to adjust between fiscal years through the Budget Office, if needed and justified.

02-23-23-234015-40030000 - Dept. of Safety - Div. of State Police - Traffic Bureau
103-500737 - Contracts for Services - Contract Repairs; Machine, Equip

<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>TOTAL</u>
\$11,000.00	\$11,000.00	\$11,000.00	\$33,000.00

EXPLANATION

This contract provides certification and repair of Stalker and Decatur radar units and aircraft timing devices utilized by NH State Police. Upon certification of each radar unit and each tuning fork, TMDE will provide a certified calibration sheet to both the assigned Trooper and state designee. These documents will be computer generated and will be able to be presented in a court of law as evidence of calibrations/repairs.

The Division of State Police released a Request for Bid (RFB DOS 2022-010). The RFB was advertised on the Purchase & Property website from April 15, 2022 through May 13, 2022. TMDE Calibration Labs, Inc. submitted the sole proposal.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

BID SUMMARY*

Check the box that applies: RFB RFQ

DOCUMENT #: RFB DOS 2022-010

SERVICES BID: Stalker and Decatur Radar and Aircraft Timing Device calibration, certification and Repair

POSTING OR NOTIFICATION DATE : 4/15/2022

CLOSING DATE: 5/13/2022

VENDOR NAME	VENDOR ADDRESS	FINAL BID PRICE
1. TMDE Calibration Labs, Inc.	839 River Rd. Richmond ME 04357	Calibrations/Certifications Radar& Aircraft Timing Devices \$45.00hr. Calibrations/Certifications tuning forks \$10.00 hr. Repair Rate \$80.00hr.
2.		
3.		
4.		
5.		

* For use with contracts resulting from Request for Quotes or Request for Bids.

FORM NUMBER P-37 (version 12/11/2019)

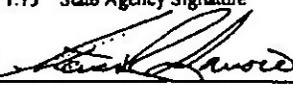
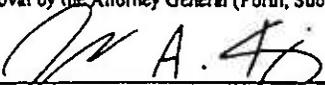
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 TMDE Calibration Labs, Inc.		1.4 Contractor Address 839 River Road, P.O. Box 8 Richmond, ME 04357	
1.5 Contractor Phone Number 207-737-4493	1.6 Account Number AU 4003	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$33,000.00 Not to Exceed
1.9 Contracting Officer for State Agency Cassandra Thibault		1.10 State Agency Telephone Number 603-223-8437	
1.11 Contractor Signature  Date: 6/9/22		1.12 Name and Title of Contractor Signatory Peter White President	
1.13 State Agency Signature  Date: 6/28/22		1.14 Name and Title of State Agency Signatory Steven R. Levoe, 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:  A. F. On: 7/13/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement 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.

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 Initials: *[Signature]*
Date: *6/8/22*

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.

Contractor Initials
Date 6/2/02

**EXHIBIT A
SPECIAL PROVISIONS**

There are no special provisions.

**EXHIBIT B
SCOPE OF SERVICES**

TMDE Certification Labs, Inc. (Contractor) of Richmond, ME. Is being contracted by the Department of Safety, Division of State Police (State) to provide calibrations, certifications and repairs for both Stalker and Decatur radar units on-site, the calibration and certification of aircraft timing units, and repairs of Kustom Signals tracker unit. The location and times to complete the work will be scheduled between the vendor and the respective Troop Commanders or department designee.

In the event off-site repairs of the Stalker and Decatur units are necessary, prior approval from the Troop Commander or their department designee is required and a repair and return date will be agreed upon. Any repair and return service which would be greater than two (2) weeks will be communicated to the Commander or Business and Project Administration or their department designee explaining the additional time required to complete the repair.

Vendor shall be responsible for all costs regarding off-site repairs of equipment to include shipping and insurance costs. The Division of State Police may provide delivery of the equipment to the vendor depending on the location of repair.

Upon calibration of each radar, tuning fork and aircraft timing unit, the vendor shall provide a new certified calibration sheet for both the assigned Trooper and Business and Project Administration designee. These certification documents shall be computer generated, indicate the State of New Hampshire equipment number, and able to be presented in a court of law as evidence of calibrations and repairs.

REPAIR WORK AUTHORIZATION:

All repairs to an individual radar, Kustom Signals tracker and tuning fork, will not exceed a \$250.00 limit. The State Police Business and Project Administration Bureau will be notified of any radar, Kustom Signals tracker and tuning fork that need repairs exceeding the \$250.00 limit so that prior authorization may be obtained for such repairs.

The vendor will provide a list of repairs, replacement parts, and cost of labor per hour(s) for each unit serviced.

In the event any unit is deemed "non-repairable," due to the cost to repair vs. cost to replace, the Business and Project Administration Bureau will be notified.

Any "bench work" required on the units while being calibrated will be documented.

**EXHIBIT C
PRICING AND PAYMENT TERMS**

The Contractor shall invoice the State of New Hampshire, Division of State Police as work is completed during the contract period at the rate of:

Rate Schedule for Stalker FY2023 through FY2025:

Calibrations/certifications per radar on-site:	\$45.00
Calibrations/certifications per tuning fork on site:	\$10.00
Hourly rate to repair, plus parts and shipping, if any:	\$80.00/hr.
Warranty on repairs:	90 days labor, one year parts

Rate Schedule for Decatur FY2023 through FY2025:

Calibrations/certifications per radar on-site:	\$45.00
Calibrations/certifications per tuning fork on site:	\$10.00
Hourly rate to repair, plus parts and shipping, if any:	\$80.00/hr.
Warranty on repairs:	90 days labor, one year parts

Rate Schedule for Aircraft Timing Devices FY2023 through FY2025:

Calibrations/certifications per radar on-site:	\$45.00
Calibrations/certifications per tuning fork on site:	\$10.00
Hourly rate to repair, plus parts and shipping, if any:	\$80.00/hr.
Warranty on repairs:	90 days labor, one year parts

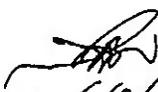
The State of New Hampshire agrees to make payment of such invoices within thirty (30) days of receipt of the invoice and the State's approval and acceptance. The Contractor agrees not to exceed the contract total of \$33,000.00.

Funds are available in the SFY2023 operating budget and contingent upon availability and continued appropriations in SFY2024 and SFY2025 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

The appropriate account number for the P-37 form, section 1.8 is:

02-23-23-234015-40030000 - Dept. of Safety -- Div. of State Police -- Traffic Bureau
103-500737 - Contracts for Operational Expenses - Contract Repairs; Machine and Equip.

<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>TOTAL</u>
\$11,000.00	\$11,000.00	\$11,000.00	\$33,000.00


 Contractor Initials
 Date 6/8/22

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 T.M.D.E. CALIBRATION LABS, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on October 28, 2010. 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: 638042

Certificate Number: 0005683380



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of February A.D. 2022.

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

William M. Gardner
Secretary of State

UNANIMOUS CONSENT IN LIEU OF SPECIAL MEETING OF THE
SHAREHOLDERS AND DIRECTORS OF T.M.D.E. CALIBRATION LABS, INC.

The undersigned, pursuant to 13-C M.R.S.A. §704 and §822, being all of the Shareholders and Directors of T.M.D.E. Calibration Labs, Inc. do hereby consent to and approve the adoption of the following resolutions with the same effect as though adopted by a unanimous vote at a Special Meeting of the Shareholders and Directors of said Corporation duly called and held:

Resolved: The Corporation is authorized to enter into a contract with the State of New Hampshire.

Resolved: That the sole Shareholder, Director, and President, Peter White, be authorized to enter into any and all contracts with the State of New Hampshire and to execute any and all documents on behalf of the Corporation which are necessary and appropriate to accomplish the aforementioned matter.

Date: June 9, 2022



Peter White, Shareholder & Director

To Whom It May Concern:

As the sole Shareholder, Director and President, Peter White had authority to sign the form P-37 on 06/09/2022.

June 9, 2022
Date



Peter White, Shareholder & Director

This consent has not been altered, amended, or revoked.

June 9, 2022
Date



Peter White, Shareholder & Director

In Witness Whereof, the parties set their hands as of the day and year written below

Peter A. White, President

On June 9th, 2022 personally appeared before me
Peter White, whose identity I verified on the basis of
in person at TMDE, to be the signer of the above and he/she acknowledged that he/she signed it.
Executed the foregoing instrument for the purposes therein contained.
IN WITNESS THEREOF, I hereunto set my hand and official seal.

Marcy A. Guess
Notary Public My Commission Expires 8/9/2024
MARCY A. GUESS
Notary Public, State of Maine
My Commission Expires 8/9/2024

Marcy A. Guess
Name and Title of Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(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		CONTACT NAME: Heather Spaulding	
Cross Insurance - Lewiston		PHONE (A/C, No, Ext): (207) 783-8591	FAX (A/C, No): (207) 777-6223
150 Main Street		E-MAIL ADDRESS: heather.spaulding@crossagency.com	
Fourth Floor, Suite 4		INSURER(S) AFFORDING COVERAGE	
Lewiston ME 04240-3101		INSURER A: Citizens Ins Co of America	NAIC # 31534
INSURED		INSURER B: Allmerica Financial Benefit	41840
TMDE Calibration Labs, Inc.		INSURER C:	
PO Box 8		INSURER D:	
Richmond ME 04357-0008		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL223188183 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 SUBR INSD WYD	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 OTHER:		ZBP9485362	03/15/2022	03/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		AWP9480255	03/15/2022	03/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WBPD840037	03/15/2022	03/15/2023	<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)

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Dept. of Safety Rm 210 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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