



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

12 S.A.M.

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

Bureau of TSMO
June 14, 2017

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Ossipee Mountain Electronics, Inc., Moultonborough, NH (Vendor # 157732) on the basis of a low bid in the amount of \$29,077.30 for the purpose of providing mobile radio installation services. The contract period is from the date of Governor and Council's approval until July 1, 2019. 83% Highway Funds and 17% Turnpike Funds.

Funding for FY 2018 and FY 2019 is contingent upon the availability and continued appropriation of funds with the ability to adjust encumbrances between State Fiscal Years if needed and justified.

	<u>FY 2018</u>	<u>FY 2019</u>
04-96-96-960515-3007 Highway Maintenance Bureau 024-500225 Contract Repairs; Machine, Equip.	\$12,230.65	\$11,990.65
04-96-96-961017-7022 Turnpike Administration 024-500225 Contract Repairs; Machine, Equip.	\$467.00	\$709.50
04-96-96-961017-7027 Central Turnpike Maintenance 024-500225 Contract Repairs; Machine, Equip.	\$276.50	\$488.00
04-96-96-961017-7032 Blue Star Memorial Highway Maintenance 024-500225 Contract Repairs; Machine, Equip.	\$748.00	\$946.00
04-96-96-961017-7037 Spaulding Turnpike Maintenance 024-500225 Contract Repairs; Machine, Equip.	<u>\$643.00</u>	<u>\$578.00</u>
	\$14,365.15	\$14,712.15

EXPLANATION

The Department of Transportation operates a statewide radio communications network that consists of mountain top repeaters, dispatch centers, control (base) stations, and land mobile radios that link toll, bridge maintenance, traffic operations, and highway maintenance facilities with field staff. Certain vehicles in the Department's fleet are equipped with mobile radios that must be removed and re-installed as vehicles are retired and replacement

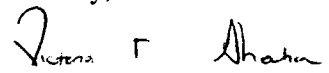
vehicles are placed into service. This contract is established to provide those essential services of mobile radio removals and installations for all types of Department vehicles in a timely manner at the contract prices bid.

Bid proposals were mailed to six local radio shops and a bid invitation was advertised in the Manchester Union Leader newspaper on May 10, 2017. Ossipee Mountain Electronics, Inc. was the sole bidder. Attached is a copy of the bid tabulation. The Department is satisfied that the bid prices are reasonable and that Ossipee Mountain Electronics, Inc. is qualified to perform the required work.

This contract has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this contract is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

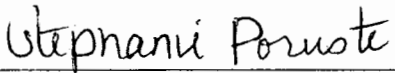
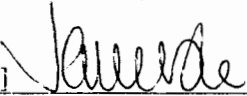
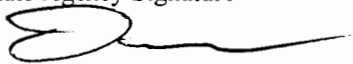
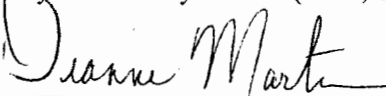
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire, Department of Transportation		1.2 State Agency Address Seven Hazen Drive, PO Box 483, Concord NH 03301-0483	
1.3 Contractor Name Ossipee Mountain Electronics, Inc.		1.4 Contractor Address 832 Whittier Highway, PO Box, 950, Moultonborough, NH 03254	
1.5 Contractor Phone Number (603) 476-5581	1.6 Account Number 04-96-96-960515-3007 04-96-96-961017-7022 04-96-96-961017-7027 04-96-96-961017-7032 04-96-96-961017-7037	1.7 Completion Date July 1, 2019	1.8 Price Limitation \$29,077.30
1.9 Contracting Officer for State Agency David M. Rodrigue, PE, Director of Operations		1.10 State Agency Telephone Number 603-271-6862	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Stephanie Porusta, Secretary of Corporation	
3 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>5/31/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] JAIME LEANN COTE, Notary Public State of New Hampshire My Commission Expires November 6, 2018			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Jaime L. Cote, Bank Services Rep</u>			
1.14 State Agency Signature  Date: <u>6/21/17</u>		1.15 Name and Title of State Agency Signatory David Rodrigue Director of Operations	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>7/10/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS

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

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

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

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

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

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

EXHIBIT-A

SECTION-1, Scope of Services

- 1) Provide all labor, hand and power tools, miscellaneous installation parts, minimal test equipment, and transportation, necessary to perform mobile radio installations at the Department's Bureau of Mechanical Services facility located at 33 Smokey Bear Boulevard, and or Bureau of Traffic located 18 Smokey Bear Boulevard, Concord, New Hampshire.

The Department's mobile radio (MR) models consist mainly of; Motorola Inc., XTL and APX series, and Harris Inc. -M7100, (formerly M / A Com) both high-powered and dash-mount types.

- 2) Contractor shall accept on site **working hours** of no earlier than 7:00 AM and no later than 3:30 PM, Monday thru Friday, with the exception of State holidays unless some other mutually agreeable time(s) and location(s) are defined. The Department operates 24 / 7 / 365 and is available to communicate with verbally outside of normal business hours. 24-hour Contact information is listed in Section-3. For ease of operations, contractor is expected to be available by telephone for verbal communications and coordination as early as 6:00 AM and as late as 6:00 PM on weekdays to discuss changes to ongoing or pending work.
- 3) **On-site response** to requested services shall be as soon as possible but no greater than five (5) business days after written request by the Department (weather and travel conditions permitting). Department shall issue work request numbers for all such requested work and contractor shall confirm work schedule within twelve (12) business hours of written request.
- 4) Written work requests subjects and numbers shall be conveyed to contractor via the Department's Footprints email server system. Contractor shall respond in kind with a **confirmed schedule date** to each email request and respective subject line. The on-site arrival **time** shall be identified by Contractor on no less than one email response per scheduled date when multiple installations or removals are scheduled for the same day. Footprints email subject line shall not be altered by contractor. Upon work completion, contractor shall indicate completeness of each work request through email response to each work request within six (6) business hours using the respective email subject line. Broken schedules and or incomplete scheduled work shall be communicated to the Communications Supervisor via telephone as soon as possible.
- 5) Contractor shall retain and maintain in good repair a multi-meter, bi-directional analog wattmeter, and amp-meter. Analog Wattmeter shall be capable of measuring power at no less than three quarter (3/4) scale at the power and frequencies listed in TABLE-1 for inclusion in the calculation of antenna system voltage standing wave ratio (VSWR).
- 6) Contractor shall provide incidental installation supplies such as, but not limited to, tie wraps, wire loom, wire, electrical and mechanical fasteners, crimp type mini-UHF and TNC RF connectors, fuses, fuse holders rated and type accepted by the Department for the specific application. Upon request and or authorization of Contractor-identified need, Contractor shall provide the accessory replacement parts listed in Table-2 at bid prices.

- 7) Contractor shall adhere to the installation standards set forth in Exhibit –A, Section-2. These standards shall be revised as necessary to maintain quality control during the Contract period.
- 8) To prevent work stoppage, Contractor shall report problems concerning mobile radio equipment, accessories and or Department provided antenna supplies to the Communication Supervisor, as soon as possible. Contact information is listed in Section-3. A packing list shall be provided within (MR) installation packages outlining all installation pieces as provided by the Department. Unused materials and spares provided by Department shall be returned to Department, See example on Page ___ of ___ Exhibit-A
- 9) Upon request by Department and or authorization by Department of self-identified need, Contractor shall provide the accessory replacement parts listed in Exhibit-B, Page ___ of ___ at bid prices.
- 10) Problems, including damage, to the Department’s vehicles and or Mechanical Services facility shall be verbally reported by the Contractor to the fleet Equipment Superintendent and then only in their absence to the appropriate shop foreman. Contact information is listed in Section-3. Verbal reports shall be followed up in writing to the Equipment Superintendent within six (6) normal business hours
- 11) Provide for installation of a *trunk / remote mount* radio with accessories in a *light truck, car or van* at a cost per unit as specified in Exhibit-B, page 1 of 3
- 12) Provide for installation of a *dash-mount* radio with accessories in a *light truck, car, van, small tractor* at a cost per unit as specified in Exhibit-B, page 1 of 3.
- 13) Provide for installation of a *Harris M7100 dual-band remote mount* (one control head, two transceivers) radio with accessories in a *car or light truck* at a cost per unit as specified in Exhibit-B, page 1 of 3.
- 14) Provide for installation of a *Motorola APX dual-band remote mount* (one control head, one transceiver chassis, and two antennas) radio with accessories in a *car or light truck* at a cost per unit as specified in Exhibit-B, page 1 of 3.
- 15) Provide for installation of a *remote mount* radio with accessories in a *3 -5 ton plow truck* at a cost per unit as specified in Exhibit-B, page 1 of 3.
- 16) Provide for installation of *two (2)* discrete and separate *remote mount* radios in the same *light truck, car or van*. Usually one UHF and one VHF per the bid cost x2 of Section-1, item #11
- 17) Provide for installation of a *dash-mount radio* with a 24-12-volt, DC to DC convertor, in a *loader, grader, or tractor*. cost per unit as specified in Exhibit-B, page 1 of 3.
- 18) Provide for removal of a *trunk / remote mount* radio and all accessories in a *light truck, car or van* at a cost per unit as specified in Exhibit-B, page 3 of 3.
- 19) Provide for removal of a *dash-mount* radio and all accessories in a *light truck, car or van* at a cost per unit as specified in Exhibit-B, page 3 of 3.
- 20) Provide for removal of a Harris *dual-band remote mount* radio(s) and all accessories in a *car or light truck* at a cost per unit as specified in Exhibit-B, page 3 of 3.

- 21) Provide for removal of a *remote mount* radio and all accessories in a *3 -5 ton plow truck* at a cost per unit as specified in Exhibit-B, page 3 of 3.
- 22) Provide for removal of a *dash-mount radio* with a 24-12-volt, DC to DC convertor, and all accessories in a *loader, grader or tractor*. cost per unit as specified in Exhibit-B, page 3 of 3.
- 23) In most all cases of mobile radio removal, the contractor may abandon the radio frequency cable and antenna MOT mount in-place as a hole plug. However, in cases when the MOT mount has been stressed or vehicle body paint is chipped, cracked, or corroded around the MOT mount, Contractor shall remove MOT mount and provide a rubber plug specifically designed for plugging a 3/4-inch diameter hole. No other alternative method of plugging hole is acceptable.
- 24) Provide for inventory documentation of all MR pieces removed accounting for presence and condition of items on preformatted check sheet form as seen in Exhibit-A, Page ___ of ___.
- 25) Contractor shall be responsible for clearing Department provided work area(s) and vehicle(s) of debris generated as the result of the requested services. Facility and vehicles shall be "broom clean" with regard to any radio removal waste. Department shall provide adequate deposal containers for waste storage and or recycling.
- 26) Contractor shall warranty workmanship for a period of no less than *180-days* from completion of services. Problems with workmanship shall be resolved to the Department's satisfaction. Note: Once deployed it is impractical to have vehicles travel to Concord for corrections from distances greater than 30-miles.
- 27) Travel Allowances **to** and from Bureau of Mechanical Services, Concord or Bureau of Traffic, both located at Smokey Bear Boulevard, Concord NH shall not be invoiced.
- 28) The Department reserves the right to make additions or deletions to the Scope of Services as required by budgetary restraints, State or Federal regulation, and or unrealized requirements. Those changes shall be limited to those that do not require bid rate changes.
- 29) The Department requests that *bidders* for this contract provide the following information which is believed to be critical in the overall success of the Department's business relationship with the contractor. Items labeled FYI shall be required of the Successful bidder.
 - a. A brief profile of the bidders' employee(s) that would be charged with providing the services outlined Section-1. This information should include at a minimum, employees job title, experience, and qualifications. Additionally, a profile should describe direct work experience related to mobile radios and or vehicle aftermarket equipment.
 - b. FYI -the contractor shall have all existing, and future, employees charged with installations services of Department equipment, initial a copy of the installation standards of Section-2.
 - c. FYI- successful Contractor shall be required to provide contact information for Company owner or general manger, installation technician(s) and accounts receivable person. This is not required however for a bid submittal.
- 24) Billing for services will be presented to the Department's bureaus as detailed in Exhibit-B, Section-2.

This page is intentionally blank

Exhibit-A, Page 4 of 10

Initials (S) Date: 5/31/11

Section -2 Mobile Radio Installation and Removal Standards

I. General

- a) All work and craftsmanship shall conform to best accepted practices of; the 2-way radio industry, and recommendations of original manufacturer(s) of radio equipment & original manufacture(s) of the vehicles.
- b) These standards may be revised by either customer or contractor as needed to resolve unforeseen issues. Resolution shall be mutually agreeable.

II. Mounting

- a) The pre-existing mounting adaptor plate in a 3-5 ton truck currently used for mobile radio transceiver as well as other unrelated aftermarket equipment **shall** be used / reused in order to reduce the penetration of the vehicle cab.
- b) The roof top of a Kamatsu loader **shall not** be penetrated for the purposes of mounting a mobile radio antenna or for any other reason.
- c) The engine cowl on non-articulating bodies of heavy equipment should be looked to as a mounting location for base loaded antennae. Coordination with a heavy equipment mechanic shall occur before locating antenna a cable at this location.
- d) Mounting locations for radio control head shall be chosen to maximize the operator view and not interfere with any other vehicle operations. No radio accessories shall be mounted on top of the dash board. Control head brackets shall be fastened with both a screw and star washer to prevent loosening.
- e) Base loaded antennae shall be mounted in place compatible with the ground plane requirements for applicable fractional wavelength of particular antenna. If no such place exists a non-ground plane antenna shall be employed.
- f) Antennae shall be mounted in such a manner as to reduce the RF energy exposure to radio operator.
- g) In cases where roof racks, arrow sign boards prevent use of the optimum antenna mounting location, i.e. center of roof, an alternative mounting location should be closely coordinated with the, fleet manager or shop foreman.
- h) Ground plane-less antennae shall be used in cases where no fractional equivalent ground plain of suitable size exists on the vehicle mounting surfaces. The fractional equivalent should be equal to the mobile radio antenna model. i.e. $\frac{1}{4}$ wave, $\frac{5}{8}$ -wave at the frequency of operation. Same shall apply to fiberglass roofs or boxes.
- i) MOT antenna cable shall not be routed in front of side / head airbag systems in the headliner or doorframe area of pickup trucks, vans and or sedans. MOT RF cables shall not be tie wrap secured in ceilings of vehicles. These shall be left loose from end to end.

Note: Antenna measurement standards assume the use of a Bird model 43 Wattmeter

j) Base loaded mobile antennae shall be cut to resonance at a frequency designated on work request and shall have a VSWR better than the original manufacturer specification at a frequency of operation designated by the Department. For instance, the PCTel 7795 UHF antenna specification is < 1.5 : 1 VSWR. Reflected measurements shall be taken with a Bird 5 C element to obtain a ¾ scale needle deflection.

Freq' Range	Element	Freq' Range	Power level	Target measurement
VHF HB	Bird 5C	100- 250 Mhz	5-Watt	Reverse power
VHF HB	Bird 100C	100- 250 Mhz	100-Watt	Forward power
UHF	Bird 5C	200-500 Mhz	5-Watt	Reverse power
UHF	Bird 100C	200-500 Mhz	100-Watt	Forward power

TABLE-1

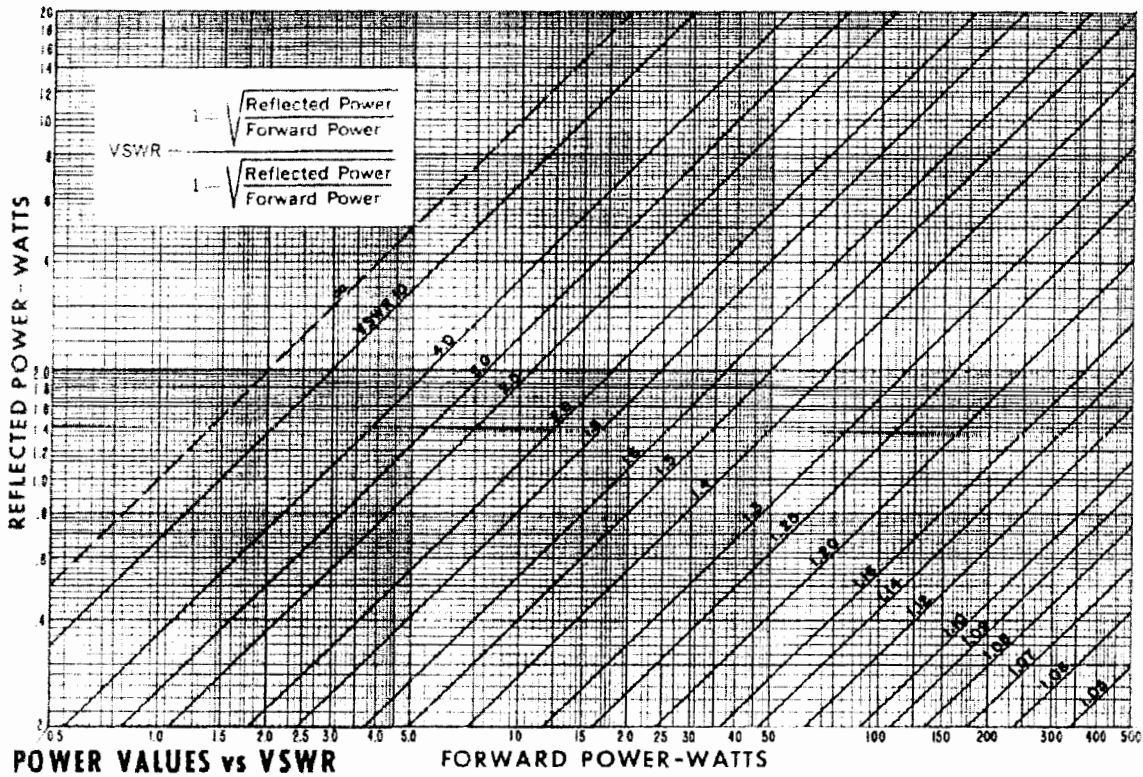


TABLE -2

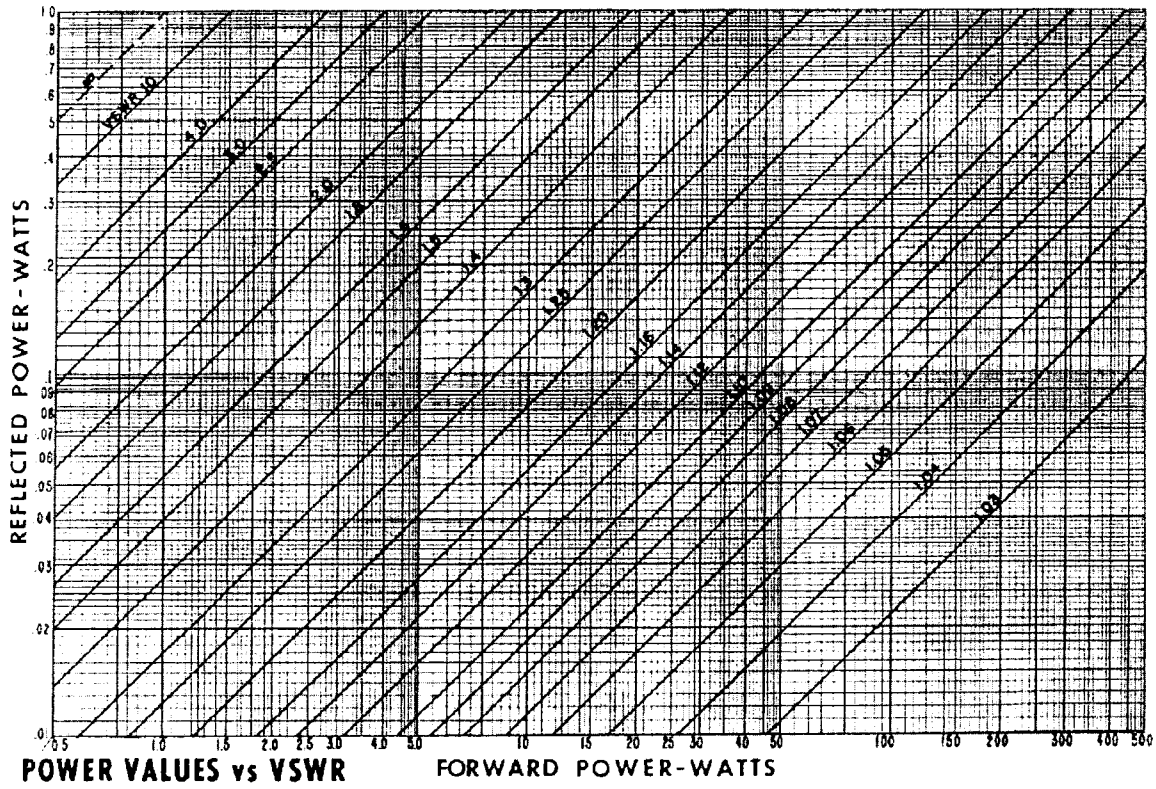


TABLE-3

III. Power and wiring

- a) The load bearing main, 12-volt, power connection with current draw of greater than 15-amperes for a radio transceiver shall be derived from the automobile battery.
- b) Main transceiver power connection shall be fused as close to power source as practical. i.e. less than 1-foot from battery.
- c) No equipment shall be electrically connected directly to the negative terminal of a vehicle battery.
- d) A suitable DC return ground point with a low resistance path to the fusible link that attaches to the negative terminal of the automobile battery shall be chosen. When necessary and in order to create that low resistance return path, paint and primer shall be removed from the vehicle's body and oxide-inhibiting joint compound shall be applied to the electrical fastener connection and vehicle ground point.
- e) Multiple radios, dual band configurations, and or DC to DC converters shall be physically bonded to the same DC ground "point" that has been chosen in item-d.
- f) Trunk hinge hardware and spot-welded body panels shall be avoided as potential DC ground points.
- g) Switched ignition option of radio shall be employed. Power for this option shall be derived from a circuit that exhibits the following traits.
 1. Voltage is off when vehicle key is turned to the off position
 2. Voltage drops fast enough to be perceived as a "low" logic state by radio
 3. Voltage is on when the vehicle key is in the accessory position
 4. Voltage is off during starting cycle of engine
 5. Voltage is on during normal operation of vehicle
- h) Sedan, light truck, and van fuse circuit names or IDs that the switch ignition yellow wire is attached to during installation shall be documented and provided on the contractor work ticket or invoicing. Original vehicle manufactures circuits used for safety features of the vehicle shall not be used for the switched ignition radio option. i.e. airbag and antilock brake circuits.
- i) Bureau of Mechanical Service, Fleet Manager or their designee shall identify the proper switched circuit(s) in each manufacture's latest model truck to attach yellow switch ignition (radio) wire to. Special attention shall be paid to Freightliner electrical systems.
- j) A yellow wire of equal gage of the OME wire shall always be used to indicate the switched ignition wire when extended, replaced, repaired or transitioned through a fuse holder.

- k) The Red wire designated (SWB +) of the Motorola shall always be attached to the vehicle battery. In cases where a power distribution panel is used, the SWB + lead shall only be placed at the *same* voltage terminal *location* as the A + high current, main DC power cable.
- l) Extra accessory wiring shall not be stored under vehicle carpeting or floor mats. Extra accessory cable or wire shall be coiled neatly and stored in such a manner as to not get pinched, crushed, slashed or tangled by or with items that shall be stored in the same location as the radio transceiver. i.e. road signs, chains, shovels, and the like. Wires under dash shall be stored in a manner that does not prohibit maintenance of the vehicle.
- m) In cases where 2-way radio antennae are mounted on a truck-lid of a sedan, bonding straps shall be installed between main body and the truck lid. Bonding materials shall be provided by contractor. Oxide-inhibiting joint compound (like Penetrox) shall be applied to bonding strap attachment points.

IV. 24 to 12 –volt Converters

- a) 24-volt DC to DC converters shall derive voltage from the master switch or the load side of the main 24-volt solenoid and not be connected electrically directly to battery. 24-12 volt converters *with* a switched ignition option provided for their respective load, ie the mobile radio, shall be wired as such to provide switch power.
- b) When a manual master switch is not available, 24-volt DC to DC converters shall derive their main power from the (combined battery) 24-volt position on, or as close to, the battery as possible. i.e. OEM power distribution point intended to keep after market wiring off the battery terminals. Contractor shall coordinate with Bureau of Mechanical Services, heavy equipment mechanic to investigate alternatives to connecting directly to 24-volt non-switched battery source.
- c) 24-volt DC to DC converters shall be fused as close to the 24-volt power source as practical.
- d) Specific to Kamatsu loaders, a common electrical ground for both 2-way radio and the DC to DC converter shall be derived from the ground buss bar attached to and located behind batteries in the rear of the vehicle.
- r) Specific to heavy equipment, Contractor shall coordinate with Bureau of Mechanical Services, heavy equipment mechanic on the installation of all *electrical wiring* and *equipment attachments*.

IV. Radio Removals from vehicles being de-commissioned

- a) Radio equipment shall be placed in a box provided by NHDOT. A part and accessory inventory check sheet shall be filled out indicating the presence of radio and accessories, at the time of removal and the overall condition and re-serviceability of the removed pieces.
- b) The MOT cable and brass threaded antenna coil mount may be abandoned in place to serve as a roof plug. Bent, buckled, stress-damaged antenna mount holes shall be reported to appropriate Bureau of Mechanical Services shop. A rubber roof plug specifically designed to plug a 3/4-inch hole shall be installed in cases of vehicle roof damage around MOT mount.
- c) **Sharp pointed** hardware fasteners used in the previous installation shall be properly disposed in the trash of and not stored with radio equipment or vehicle.
- d) Radio OME machine screw hardware shall be reserved in mating holes of equipment for storage purposes and not stored loose in the storage box.
- e) Contractor shall remove all debris and waste associated with removal or former radio installation from vehicle and Mechanical Services and or Traffic Bureau work area and vehicle. Areas should be considered broom clean with regard to any radio removal waste.

EXHIBIT-B

SECTION-1, Contractor Contact Information

A. Company, Ossipee Mountain Electronics, Inc.

- I. Name: Aaron Tilton
- II. Title: Service Manager, Facility Manager
- III. Mailing: Address: 832 Whittier Mountain Highway
PO Box 950 Moultonborough, NH 03254
- IV. Email: aaron@omesbs.com
- V. Telephone: 603-476-5581

B. Company, Accounts Receivable

- I. Name: Stephanie Purusta
- II. Title: Secretary of Corporation
- III. Mailing: Address: Same
- IV. Email: Steph@omesbs.com
- V. Telephone: 603-476-5581

SECTION-2, Invoice and Billing Information

A. Contractor shall establish a NET-30 terms for the Department

B. All Invoices shall be addressed as specified.

Susan Klasen
Bureau of TSMO, TMC
PO Box 483
Concord, NH 03302-0483

C. Invoices for Bureau of Turnpikes shall be addressed as specified.

Susan Klasen
Bureau of TSMO, for B70
PO Box 483
Concord, NH 03302-0483

- D. Invoice(s) shall be mailed via US Postal Service, or hand delivered to NHDOT, Bureau of TSMO, PO Box 483, Concord NH, 03302-0483. The NHDOT, Bureau of TSMO Administrator shall make final determination of completed work request per work request (number).
- E. It is the desire of the Department to combine as much work on as few invoices as possible. Multiple installations, removals or a combination of both shall be combined onto a single invoice. An invoicing cycle of no less than 20- calendar days shall be used in times of frequent work requests. The Department will communicate when there is no more work request forthcoming to avoid delayed invoicing.
- F. Each invoice shall have a corresponding (Contractor) invoice number and date.
- G. Each contractor invoice shall identify; the Department work request number, a description of installation and or removal, the plate-number of the vehicle, the original manufactures Serial number of the mobile radio as seen on the equipment the rate charged, additional (requested) parts cost that are being billed for, the total.
- H. Bureau of Turnpike installation invoices shall be segregated from all other invoices.
- I. Successful vendor shall provide *accounts receivable* contact information as referenced in Section-1 that includes; name, title, mailing address, e-mail, and telephone number for mailing purposes and the resolution of all invoicing discrepancies.

EXHIBIT B

Installation Rates for Mobile Radios with Accessories (per unit)

Type of Vehicle or hardware	Type of Radio or Configuration	Estimated # of Units	Unit Cost	Cost Page 1 of 3
Light Truck, Car or Van	Trunk / Remote Mount	50	105.00	5,250.00
Light Truck, Car or Van	Dash Mount	1	75.00	75.00
Light Truck or Car	M7100 Dual-Band / Remote	2	140.00	280.00
Light Truck or Car	APX Dual-Band / Remote	2	140.00	280.00
3-5 Ton Truck	Trunk / Remote Mount	85	115.00	9,775.00
Heavy Equipment 24-volt	Dash Mount	12	165.00	1,980.00
Subtotal Page 1 of 3				17,640.00

Exhibit-B, Page 3 of 5

Initials: SM Date: 5/31/17

Replacment Mobile Radio Accessories and New Antenna

Part Number	Nomenclature	Radio type	Estimated Number of Units Per Year	Cost per Unit	Extended Cost Page 2 of 3
HKN6169	Cable, Remote Mount	Motorola XTL2500	2	51.95	103.90
HKN6188B	Cable Power / Spker	Motorola XTL2500	2	26.75	53.50
HKN4192B	(High) Power Cable	Motorola XTL2500	2	35.95	71.90
HLN9073B	Microphone Clip	Motorola XTL2500	2	1.00	2.00
ASP 7795	Mosaic UHF Antenna	PC TEL - Maxrad	24	38.25	918.00
MB8UM - TESMD	MOT Cable w/ MINI UHF	Laird	24	13.25	318.00
Subtotal of Page 2 of 3					1,467.30

Initials: SA Date: 5/31/17

Exhibit-B, Page 4 of 5

Mobile Radio Removal Rates (per unit) and Bid Summary

Vehicle Type	Radio type	Estimated Number	Cost per Unit	Total removal Cost Page 3 of 3
Light Truck or Car	Trunk / Remote Mount	55	55.00	3,025.00
Light Truck or Car	Dash Mount	2	50.00	100.00
Light Truck or Car	Harris Dual-Band / Remote	3	75.00	225.00
3-5 Ton Truck	Remote Mount	88	65.00	5,720.00
Heavy Equipment 24-volt	Dash Mount w/ converter	12	75.00	900.00
Subtotal of Page 3 of 3				9,970.00
Enter Subtotal from Page 2 of 3				1,467.30
Enter Subtotal from Page 1 of 3				17,640.00
Add the three subtotal values, This is your Bid ▶				29,077.30

Exhibit-B, Page 5 of 5

Initials: (SP) Date: 9/31/17

EXHIBIT-C
SPECIAL PROVISIONS

Section-14. Insurance and Bond

To include automobile insurance in an amount not less than \$100,000 per person and \$300,000 per accident (amend 14.1.1)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2016

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 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 1100 Elm St. Manchester NH 03101	CONTACT NAME: Vivian Pinette
	PHONE (A/C No, Ext): 603-606-4023 FAX (A/C, No): (603) 645-4331
	E-MAIL ADDRESS: vpinette@crossagency.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: The Netherlands NAIC # 24171
	INSURER B: Peerless Ins Co 24198
	INSURER C: AmGuard Ins Co 42390
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1692086090 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CBP8803391	10/15/2016	10/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Employee Benefits \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8801791	10/15/2016	10/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
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 \$ 10,000			CU8809291	10/15/2016	10/15/2017	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	OSWC733881 State: NH Rebecca Tilton-excluded Howard Tilton-excluded	10/15/2016	10/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Hired Auto Physical Damage			BA8801791	10/15/2016	10/15/2017	Limit \$50,000 500 ded comp 500 ded coll

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

CERTIFICATE HOLDER DChase@dot.state.nh.us NH Department of Transportation 7 Hazen Drive PO Box 483 Concord, NH 03302-0483	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 Charles Hamlin/VP2

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



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2017.

A handwritten signature in black ink, 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 Radio Installation Contract, dated May 31, 2017, with the New Hampshire Department of Transportation (the "Agreement"), the execution of which is hereby authorized, ratified and approved.

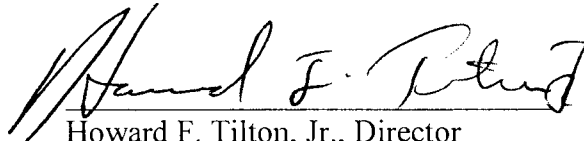
VOTED: That Stephanie Porusta, Secretary, is hereby authorized and directed, on behalf of and in the name of the Corporation, to execute the said Agreement, and any other documents she deems necessary or desirable, and in furtherance of the foregoing; and all other steps deemed necessary or advisable, 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.

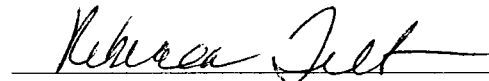
[Signature Page to Follow]

DIRECTORS:

Dated: May 31, 2017


Howard F. Tilton, Jr., Director

Dated: May 31, 2017


Rebecca B. Tilton, Director

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

JEH/ab

Ossipee Mountain Electronics, Inc.

Facilities and Equipment

Ossipee Mountain Electronics has been in business since 1975 and is located in Moultonborough, NH in a seventeen (17) year-old, 10,000sq. ft. facility that features a showroom, offices, inventory storage, an installation bay that holds up to twelve (12) vehicles, and a bench service area. We currently employ a staff of twenty-one individuals including: (4) sales representatives, (6) installation technicians, (4) radio technicians (3 of whom are also system technicians), (1) service manager, and (6) support staff members. In 2012, we acquired a second location in Northfield, NH that consists of a showroom, office, one-car installation bay and (2) of our full-time service employees.

Service Equipment

- (6) Motorola Service Monitors ((5) R2600 and (1) R2670)
- (1) Anritsu S332D/3 Site Master Spectrum Analyzer
- (7) Telewave Model 44AP Watt Meter
- (12) Fluke Multimeter
- (1) Midtronics ESP1000 Battery Analyzer
- (1) Riser Bond Model 1205 TDR
- (2) Amrel 186T Timset
- (2) HME Telepower Battery Conditioner/Analyzer
- (1) Motorola Impres Charger/Conditioner/Analyzer
- (4) Panasonic ToughBook Ruggedized Laptop
- (2) Dell Latitude Laptop
- (2) Dell Desktop

Service Vehicles

- (3) Chevrolet Express Vans
- (2) Chevrolet Silverado Pick-up Trucks
- (1) Chevrolet Express 2500 Box Van
- (2) Bombardier ATV's (with tracks in winter)
- (1) Polaris 6-Wheeler ATV
- (1) Toyota Fork Lift