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State of New Hampshire

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

ROBERT L. QUINN
 COMMISSIONER OF SAFETY

September 18, 2019

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

Requested Action

Authorize the Department of Safety, Division of Fire Safety, to enter into a sole source contract with Ossipee Mountain Electronics, Inc. (Vendor Code #157732-B001) for labor costs for installation of lighting equipment, Mory Box, wiring, and miscellaneous hardware necessary to a newly purchased F350 vehicle in the amount of \$3,839.95 through October 31, 2019. Effective upon Governor and Council approval through October 31, 2019. Funding Source: 100% General Fund.

Funds are anticipated to be available in the SFY 2020 budget.

010-23-23-2380-66310000 Dept. of Safety, Div. of Fire Safety	<u>SFY 2020</u>
030-500311 – Equipment – General (New) Expenditures for new equipment not otherwise categorized	\$3,839.95

Explanation

This contract is sole source because the Division of Fire Safety based the vendor selection on the results of the Division of State Police's recent bid for the same scope of work. The State Police bid this work scope in March 2019 with Ossipee Mountain Electronics (OME) submitting the only bid. The State Police had also bid this scope of work in July 2017 for which OME was again the sole bidder.

This contract provides for the installation of necessary lighting equipment, Mory Box, wiring, and miscellaneous hardware to a newly purchased Ford F350 vehicle. This vehicle is crucial to the operations of Fire Safety because it will be used by the Division's fire investigators. This contract with Ossipee Mountain Electronic, Inc. is being presented for approval as the amount of this contract plus the amount of the State Police contract previously approved by Governor and Council yields a cumulative amount above the approval threshold.

Respectfully submitted,

Robert L. Quinn
 Commissioner of Safety

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 Division of Fire Safety		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Ossipee Mountain Electronics, Inc		1.4 Contractor Address PO Box 950 832 Whittier Highway, Moultonboro, NH 03254	
1.5 Contractor Phone Number 603-476-5581	1.6 Account Number See Exhibit B	1.7 Completion Date 10/31/2019	1.8 Price Limitation \$3,839.95
1.9 Contracting Officer for State Agency Maxim Schultz, Deputy Fire Marshal		1.10 State Agency Telephone Number 603-223-4289	
1.11 Contractor Signature <i>Stephanie Porusta</i>		1.12 Name and Title of Contractor Signatory Stephanie Porusta, Secretary of Corporation	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>9/18/19</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 <i>[Signature]</i> [Seal] JAMIE LEANN COTE, Notary Public My Commission Expires October 3, 2023			
1.13.2 Name and Title of Notary or Justice of the Peace Jamie Cote, Bank Services Representative			
1.14 State Agency Signatory <i>[Signature]</i> Date: <u>9/19/19</u>		1.15 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: <u>9/19/19</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

Ossipee Mountain Electronics, Inc. of Moultonboro, NH 03254 is being contracted by the Department of Safety, Division of Fire Safety, hereafter referred to as Division, for services to install equipment to the Division's F350.

1. Statement of work: services related to the installation of equipment onto a F350 vehicle. All work will be performed at Ossipee Mountain Electronics, Inc. PO Box 950 832 Whittier Highway, Moultonboro, NH 03254. Ossipee Mountain Electronics Inc. shall perform the required installation and testing services in accordance with the factory recommended service procedures as described below:
 - 1.1 Install supplied lighting equipment and siren controller
 - 1.2 Check all wiring and test all equipment for proper operation
 - 1.3 Install and mount Mory Body to truck bed
 - 1.4 Install electrical conductors, heater hose wiring from Mory Box to truck bed
 - 1.5 Check all wiring and test for proper operation
 - 1.6 Ossipee Mountain Electronics, Inc. shall comply with the most current year version of the following U.S. codes and standards as they apply to the services provided: NFPA, IBC, NEC National Electric Code, OSHA, State of New Hampshire Administrative Rules, and all applicable laws.
 - 1.7 Ossipee Mountain Electronics Inc. shall not perform work without proper permits or written notice to proceed. Ossipee Mountain Electronics, Inc. shall, without additional cost to the State, utilize the services of specialty subcontractors to complete the required work when necessary.
 - 1.8 Ossipee Mountain Electronics, Inc. shall remain wholly responsible for performance of the entire contract regardless of whether a subcontractor is used. The State will consider Ossipee Mountain Electronics, Inc. to be the sole point of contact with regards to all contractual matters, including payment of any and all charges resulting from any subcontractor contracts.

EXHIBIT B

TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, in no event shall the total of all payments made by the Division exceed \$3,839.95 ("Total Contract Price"). The payment by the Division of the total contract price shall be the only and the complete reimbursement to Ossipee Mountain Electronics, Inc. for all fees and expenses, of whatever nature, incurred by Ossipee Mountain Electronics, Inc. in the performance hereof.

The Division will not be responsible for any travel or out of pocket expenses incurred in the performance of the services performed under this contract.

INVOICING

Ossipee Mountain Electronics, Inc. shall submit correct invoices to the Division for all amounts to be paid by the Division. All invoices submitted shall be subject to the Division's prior written approval, which shall not be unreasonably withheld. Ossipee Mountain Electronics, Inc. shall only submit invoices for service as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information to include the work completed and the materials used.

Upon acceptance of a properly documented and undisputed invoice, the Division will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Department of Safety, Division of Fire Safety, Fire Marshal Office
Attn: Kelley Noel
33 Hazen Drive
Concord, NH 03305

PAYMENT ADDRESS

All payments shall be sent to the following address:

Ossipee Mountain Electronics, Inc.
PO BOX 950
832 Whittier Highway
Moultonboro, NH 03254

OVERPAYMENTS TO OSS�PEE MOUNTAIN ELECTRONICS, INC. Ossipee Mountain Electronics, Inc. shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or payment upon discovery or notice from the State.

CREDITS

The Division may apply credits to the Division arising out of this Contract, against Ossipee Mountain Electronics, Inc. invoices with appropriate information attached.

Pricing is set forth in Exhibit B: Pricing will be effective for the Term of this Contract

The appropriate account number for the P-37 form, section 1.6 is:

Funds are available in the following account in SFY 2020 and are contingent upon availability and continued appropriation with the authority to adjust encumbrance through the Budget Office if needed and justified.

02-23-23-2380-10-66310000 – Dept. of Safety – Div. of Fire Safety 030-500311 - \$3,839.95

Activity, Deliverable	Labor	Materials	Total
Item #1. Misc. Hardware - Wire, Wire Loom, Sealant Connectors and AC Power Strip PO1067351		\$179.95	
Item #2. Labor - Install Customer Supplied lighting equipment siren/switch controller PO1067742	\$750.00		
Item #3. Labor - Install Motorola APX8500 Mobile radio, antenna & accessories PO1067573	\$225.00		
Item #4. Labor - Install Havis equipment console w/accessories PO1067627	\$355.00		
Item #5. Labor - Install Streamlight flashlights PO1067351	\$180.00		
Item #6. Labor - Install, program rear camera PO1069298	\$50.00		
Item #7 Labor - Install Mory Body to Ford F350 vehicle PO1067902	\$1,495.00		
Item #8 Labor - Relocate heater within Mory body & plumb up heater hoses PO1067902	\$605.00		
			\$3,839.95

EXHIBIT C

There are no special provisions to this Contract.

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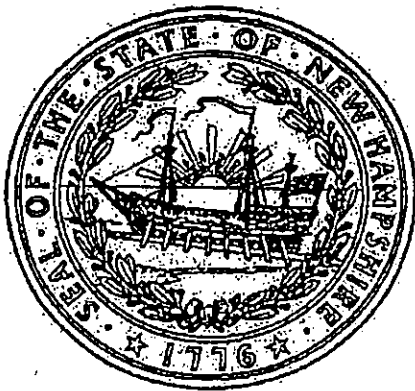
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that OSSIPPEE MOUNTAIN ELECTRONICS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 16, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 218601

Certificate Number: 0004503020



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2019.

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

William M. Gardner
Secretary of State

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

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

VOTED: To approve the terms and conditions of certain NH Dept. of Safety – Div. of Fire Safety Ford F350 Truck Up-Fit Build/Install, dated September 80, 2019, with the New Hampshire Department of Safety – Div. of Fire Safety (the "Agreement"), the execution of which is hereby authorized, ratified and approved.

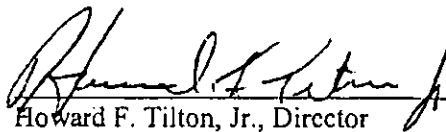
VOTED: That Stephanie Porusta, Secretary, is hereby authorized and directed, on behalf of and in the name of the Corporation, to execute the said Agreement, and any other documents she deems necessary or desirable, and in furtherance of the foregoing; and all other steps deemed necessary or advisable, 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: Sept. 18, 2019


Howard F. Tilton, Jr., Director

Dated: Sept. 18, 2019


Rebecca B. Tilton, Director

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

JEH/ab



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2019

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Vivian Pinette PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: vpinette@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: West American Ins Co	NAIC # 44393
		INSURER B: The Netherlands	24171
		INSURER C: Ohio Casualty Insurance Company	24074
		INSURER D: AmGuard Ins Co	42390
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18/19 All Lines 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:			BKW58178760	10/15/2018	10/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAW58178760	10/15/2018	10/15/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO58178760	10/15/2018	10/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A			OSWC906857 (State 3a. NH)	10/15/2018	10/15/2019	
	WC Excludes: Rebecca Tilton and Howard Tilton Jr.						

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

CERTIFICATE HOLDER NH Dept of Safety State fire Marshall's Office 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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