



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

May 28, 2013

Her Excellency, Governor Margaret Wood Hassan  
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 Beliveau Communications & Consulting, LLC, 8 Prospect Hill Road, P. O. Box 491, Spofford, NH (VC #225969-B001), in an amount not to exceed \$25,000.00 for the repair of various Motorola non-field serviceable subassembly and modules. Effective upon Governor and Council approval for the period of July 1, 2013, through June 30, 2015. Funding source: 81% Turnpike, 19% Highway.

Funds are expected to be available in the SFY 2014 and SFY 2015 operating budgets as follows contingent upon availability and continued appropriations with authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified.

|                          |  |                 |                 |
|--------------------------|--|-----------------|-----------------|
| 02-23-23-234015-40030000 | Dept. of Safety – Div. of State Police – Traffic Bureau                        | <u>SFY 2014</u> | <u>SFY 2015</u> |
| 103-500737               | - Contracts for Operational Expenses -Contract Repairs; Machines and Equipment | \$12,500.00     | \$12,500.00     |

### Explanation

This contract will provide repairs to various Motorola non-field serviceable subassembly and modules (i.e., Motorola portable radios, cruiser radios and other associated equipment) utilized by State Police Communications Maintenance. An advertisement for requests for proposals was placed on the Administrative Services website February 12 through March 6, 2013, pursuant to MOP 1600. Two bids were received. One from Beliveau and one from 2-Way Communications Service, Inc.; however, 2-Way Communications' bid packet did not include a bid amount. A phone call was placed to vendor by Captain Haynes to the number provided in their bid packet and a message was left. The vendor never called back; therefore, it was determined Beliveau was the low bidder. The bid was assessed by Captain William R. Haynes, Commander of the State Police Support Services Bureau; James Kowalik, Communications Maintenance Supervisor; and Jeanette Patten, Purchasing Assistant.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

**ATTACHMENT 1**

Program Name Motorola Module Repair Contract Bid RFP 2013-086

**RFP Score Summary**

| RFP CRITERIA                | Max Pts    | Beliveau Communications and Consulting |
|-----------------------------|------------|--|
| Org Capacity                | 30         | 30.0                                   |
| Plan of Operation           | 30         | 30.0                                   |
| Budget & Justification      | 35         | 35.0                                   |
| Format                      | 5          | 5.0                                    |
| <b>Total</b>                | <b>100</b> | <b>100</b>                             |
| <b>PRICE OFFER ( LABOR)</b> |            | <b>\$65.00</b>                         |

**Definitions of Scoring Criteria:**

**Org Capacity:** The organization's services relate to the program's goal and demonstrates specific experience and knowledge of the New Hampshire Department of Safety Motorola Communications Equipment Repair program.

**Plan of Operation:** Proposal is programmatically relevant to the repair and return of Motorola Module Repairs according to manufacturer's specifications. Turnaround time meets RFP minimum for unit shipment to/from the NH Department of Safety/ Division

**Budget & Justification:** The Price Offer is appropriate in relation to the proposed activities; is reasonable, detailed and consistent with the intended use of funds.

**Format:** The proposal adheres to the formatting instructions and directions set forth in the RFP. Submits the required Certificates, Resolutions, and Warranty Documentation.

**Scoring Committee**

|  |  |
|--|--|
| William Haynes, Captain, NH State Police-DOS               | 24 years in the military with expertise in contracts/RFPs in foreign military sales. 10+ years in law enforcement with 8 years experience with State contracts/RFPs. |
| Jeanette Patten, Purchasing Assistant, NH State Police-DOS | 12+ years experience with State contracts/RFPs   |
| James Kowalik, Supervisor II, NH State Police-DOS          | 18+ years experience with State contracts/RFPs   |

Attachment 1

RFP 2013-086

Motorola Module Repair Contract Bid

| Beliveau Communications and Consulting<br>RFP Criteria | BID #1     |  | WH         | JP         | JK         | Avg.          |
|--|------------|--|------------|------------|------------|---------------|
|  | Max Pts    |  |            |            |            |               |
| Org Capacity   | 30         |  | 30         | 30         | 30         | 30.0          |
| Plan of Operation                                      | 30         |  | 30         | 30         | 30         | 30.0          |
| Budget & Justification                                 | 35         |  | 35         | 35         | 35         | 35.0          |
| Format   | 5          |  | 5          | 5          | 5          | 5.0           |
| <b>Total Pts</b>                                       | <b>100</b> |  | <b>100</b> | <b>100</b> | <b>100</b> | <b>100.00</b> |

| Criteria               | 4          |          | Total      |
|------------------------|------------|----------|------------|
|                        | Max Pts    |          |            |
| Org Capacity           | 30         |          | 0.0        |
| Implementation Plan    | 50         |          | 0.0        |
| Budget & Justification | 15         |          | 0.0        |
| Format                 | 5          |          | 0.0        |
| <b>Total</b>           | <b>100</b> | <b>0</b> | <b>0.0</b> |

| Criteria                     | 5          |          | Total          |
|------------------------------|------------|----------|----------------|
|                              | Max Pts    |          |                |
| Org Capacity                 | 30         |          | 0.0            |
| Implementation Plan          | 50         |          | 0.0            |
| Budget & Justification       | 15         |          | 0.0            |
| Format                       | 5          |          | 0.0            |
| <b>Total</b>                 | <b>100</b> | <b>0</b> | <b>0.0</b>     |
| <b>Price Offer ( LABOR )</b> |            |          | <b>\$65.00</b> |

| RANK |
|------|
| 1    |

**Reviewers:**  
 William Haynes WH  
 Jeanette Patten JP  
 James Kowalik JK

Subject: Repair of Motorola Non-Field Serviceable Sub-Assemblies & Modules FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |   |   |   |
|--|---|---|---|
| 1.1 State Agency Name<br>Dept of Safety, Division of State Police  |   | 1.2 State Agency Address<br>33 Hazen Dr, Concord, NH 03305                                      |   |
| 1.3 Contractor Name<br>Beliveau Communications & Consulting, LLC   |   | 1.4 Contractor Address<br>8 Prospect Hill Rd, P.O. Box 491, Spofford, NH 03462                  |   |
| 1.5 Contractor Phone Number<br>(603) 355-2968  | 1.6 Account Number<br>Pls see Exhibit B | 1.7 Completion Date<br>June 30, 2015  | 1.8 Price Limitation<br>Not to exceed \$25,000.00 |
| 1.9 Contracting Officer for State Agency<br>Robert L. Quinn  |   | 1.10 State Agency Telephone Number<br>(603) 223-3863  |   |
| 1.11 Contractor Signature<br><i>Brett Beliveau</i>   |   | 1.12 Name and Title of Contractor Signatory<br>BRETT BELIVEAU - MEMBER                          |   |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u><br>On <u>May 17, 2013</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<br>[Seal] <i>Christine Greenwood</i>   |   | CHRISTINE GREENWOOD<br>Notary Public - New Hampshire<br>My Commission Expires December 20, 2015 |   |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><i>Christine Greenwood</i>  |   |   |   |
| 1.14 State Agency Signature<br><i>[Signature]</i>  |   | 1.15 Name and Title of State Agency Signatory<br><i>John Beaudoin, Director of Admin.</i>       |   |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |   |   |   |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By: <i>[Signature]</i> On: <u>6/4/13</u>  |   |   |   |
| 1.18 Approval by the Governor and Executive Council<br>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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials BAB  
Date 5-17-2013

**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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials BAB  
Date 5-17-2013

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

Contractor Initials BAB  
Date 5-17-2013

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
DIVISION OF STATE POLICE**

**EXHIBIT A**

Beliveau Communications & Consulting, LLC, of Spofford, NH is being contracted by the Department of Safety, Division of State Police Communications Maintenance to provide maintenance and repair of Motorola modules.

The vendor is responsible for performing repairs to original manufacturer specifications and certifying each unit repaired meets those specifications. All parts will be new or factory refurbished. Each item sent for repair shall have a maximum 21 calendar day turnaround, and carry a minimum 90 calendar day warrantee. State shall have the option to make any repair in-house. Vendor will provide an itemized repair estimate for approval prior to performing any repair.

The contract will be effective July 1, 2013, upon Governor and Council, through June 30, 2015. The State will have the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. The State shall have the right to terminate the contract at any time by giving the Contractor a thirty- (30) day written notice.

**EXHIBIT B**

The Contractor agrees to invoice the State of New Hampshire as work is completed at the rate of \$65.00/hour. The Contractor further agrees not to exceed the contract total of \$12,500.00 per Fiscal Year for Fiscal Years 2014 and 2015 (total of \$25,000.00 for both Fiscal Years). The State of New Hampshire agrees to make payment of such invoices within 30 days of receipt, approval and acceptance by the State.

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

|   | <u>SFY 2014</u>   | <u>SFY 2015</u> |
|---|---|-----------------|
| 02-23-23-234015-40030000  | Dept. of Safety – Div. of State Police – Traffic Bureau |                 |
| 103-500737  | \$12,500.00   | \$12,500.00     |
| Contracts for Operational Expenses – Contract Repairs; Machines and Equipment |   |                 |

**EXHIBIT C**

Both parties agree that insurance currently in force meets section 14.1.1 of the P-37. The vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$5,000,000.00 each occurrence is deemed to be in compliance with 14.1.1. The vendor shall maintain the \$5,000,000.00 for the full time of this contract and if reduced, the amount shall not be lower than \$1,000,000.00 to maintain the required \$2,000,000.00 under section 14.1.1.

# 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 Beliveau Communications & Consulting, LLC is a New Hampshire limited liability company formed on April 21, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16<sup>th</sup> day of April, A.D. 2013

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

William M. Gardner  
Secretary of State

# BELIVEAU COMMUNICATIONS & CONSULTING, LLC

## CERTIFICATE OF RESOLUTIONS

We, Bruce F. Beliveau and Brett A. Beliveau, being all of the Members of Beliveau Communications & Consulting, LLC ("the LLC") a New Hampshire limited liability company, and each owning a fifty percent (50%) interest therein, do hereby certify that the following resolutions were validly adopted by the Members of the LLC at a special meeting held on April 15, 2013; that said resolutions are in conformity with the provisions of the Certificate of Formation and the Limited Liability Company Agreement of the LLC; and that said resolutions are in full force and effect and have not been rescinded, revoked, or modified:

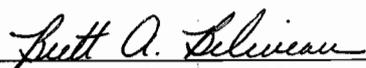
1. RESOLVED that the LLC submit a bid to the State of New Hampshire to provide repair services for non-field serviceable subassemblies and modules.

2. RESOLVED that if the LLC's bid is accepted by the State of New Hampshire, the LLC enter into a contract with the State of New Hampshire to provide such repair services.

3. RESOLVED that either Bruce F. Beliveau or Brett A. Beliveau is authorized to execute and deliver on behalf of the LLC any and all instruments and documents as may be deemed reasonably necessary or desirable to effect said bid to and/or contract with the State of New Hampshire for repair services.

As of May 17, 2013, we certify that the April 15, 2013, resolution still holds true.

  
\_\_\_\_\_  
Bruce F. Beliveau, 50% Member

  
\_\_\_\_\_  
Brett A. Beliveau, 50% Member



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/23/2013

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).

|   |  |
|---|--|
| <b>PRODUCER</b><br>The Richards Group - Brattleboro<br>48 Harris Place PO Box 820<br><br>Brattleboro VT 05302 | <b>CONTACT NAME:</b> Amber Brown   |
|   | <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____<br><b>E-MAIL ADDRESS:</b> abrown@therichardsgrp.com |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |  |
| <b>INSURER A:</b> Acadia Insurance Co   | <b>NAIC #</b> 31325  |
| <b>INSURER B:</b> Travelers Indemnity Co.   |  |
| <b>INSURER C:</b>   |  |
| <b>INSURER D:</b>   |  |
| <b>INSURER E:</b>   |  |
| <b>INSURER F:</b>   |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 12/13 Cpk/BA/WC/Umb      **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 INSR WVD                       | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|--|----------------|-------------------------|-------------------------|---|
| A        | <b>GENERAL LIABILITY</b>  |  | CPA030108413   | 6/26/2012               | 6/26/2013               | EACH OCCURRENCE \$ 1,000,000                                    |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |  |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000            |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |  |                |                         |                         | MED EXP (Any one person) \$ 5,000                               |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |  |                |                         |                         |   |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |                |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                  |
|          |   |  |                |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                             |
| A        | <b>AUTOMOBILE LIABILITY</b>   |  | CAA037932412   | 6/27/2012               | 6/27/2013               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                |
|          | <input checked="" type="checkbox"/> ANY AUTO  |  |                |                         |                         | BODILY INJURY (Per person) \$                                   |
|          | <input type="checkbox"/> ALL OWNED AUTOS  | <input type="checkbox"/> SCHEDULED AUTOS |                |                         |                         | BODILY INJURY (Per accident) \$                                 |
|          | <input type="checkbox"/> HIRED AUTOS  | <input type="checkbox"/> NON-OWNED AUTOS |                |                         |                         | PROPERTY DAMAGE (Per accident) \$                               |
|          |   |  |                |                         |                         | Medical payments \$ 5,000                                       |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB   | <input type="checkbox"/> OCCUR           | CUA030108513   | 6/26/2012               | 6/26/2013               | EACH OCCURRENCE \$ 5,000,000                                    |
|          | <input type="checkbox"/> EXCESS LIAB  | <input type="checkbox"/> CLAIMS-MADE     |                |                         |                         | AGGREGATE \$ 5,000,000  |
|          | <input type="checkbox"/> DED  | <input type="checkbox"/> RETENTION \$    |                |                         |                         |   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |  | 6KUB4301P24012 | 9/24/2012               | 9/24/2013               | WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y/N <input checked="" type="checkbox"/>  |                |                         |                         | E.L. EACH ACCIDENT \$ 500,000                                   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  | N/A                                      |                |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 500,000                           |
|          |   |  |                |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 500,000                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 EXCLUDED OFFICERS FOR WORKERS COMPENSATION - BRUCE BELIVEAU & BRETT BELIVEAU

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>State of New Hampshire<br>Department of Safety<br>33 Hazen Drive<br>Concord, NH 03305 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | <b>AUTHORIZED REPRESENTATIVE</b><br><br>Rob Pattison/J208   |