

71 *Am*



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

October 20, 2017

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 Emergency Services and Communications to enter into a contract with Northern Pride Communications, Inc. (VC # 153314-B001) in the amount of \$25,000.00 for services related to the removal of and installation of a high performance microwave dish and associated protective ice guard on a State of New Hampshire self-supporting communications tower located at the summit of Belknap Mountain in Gilford, New Hampshire. Effective upon Governor and Council approval through December 30, 2017. Funding source: 100% Agency Income.

Funds are available in the SFY 2018 operating budget as follows.

02-23-23-236510-40010000	Dept. of Safety – Emergency Communications – Communications Section	<u>SFY 2018</u>
103-502664	Contracts for Operational Services	\$25,000.00

Explanation

This contract provides for a one-time order for services related to the removal of and installation of a ten (10) foot high performance microwave dish and associated ten (10) foot protective ice guard on a State of New Hampshire 180 foot self-supporting communications tower located at the summit of Belknap Mountain in Gilford, New Hampshire. The associated ten (10) foot protective ice guard must also be assembled by the vendor at the tower site. Northern Pride will perform microwave path alignment and point-to-point functional test of the completed microwave dish installation using industry standard common professional engineering practices and will provide detailed engineering data documentation describing results of the microwave path strength in the form of a written report.

The request for proposal (RFP DOS 2017-300) to procure these services was posted to the State of New Hampshire website beginning September 21, 2017 through October 6, 2017, with three vendors submitting proposals. The contract was awarded to Northern Pride Communications, Inc., the lowest bidder.

Respectfully submitted,

John J. Barthelmes
for John J. Barthelmes
Commissioner of Safety

Attachment A

RFP-2017-400 was scored utilizing an average of individual scores from a three-person evaluation committee. The Northern Pride Communications, Inc. proposal offered the lowest cost to the State of New Hampshire. The evaluation committee consisted of James Kowalik, Communications Supervisor II, Joshua Mann, Communications Supervisor I, and Arthur Durette, Communications Section Chief.

RFP 2017-300 Scoring Summary						
Company	Company Address	Proposed Solution (30 Pts Max)	Vendor Profile (30 Pts Max)	Total Cost	Cost Points (40 Pts Max)	TOTAL 100 Pts Max
Green MTN	702 Riverwood Drive, Pembroke, NH 03275	25.0	30.0	\$ 32,360	30.9	85.9
Aerial	21 Hitchcock Drive, Gorham, NH 03581	22.7	28.0	\$ 29,600	33.8	84.5
Northern Pride	20 Center Park Road, Topsham, ME 04086	17.3	30.0	\$ 25,000	40.0	87.3

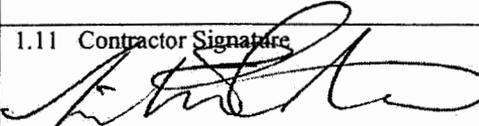
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Emergency Services and Communications		1.2 State Agency Address 110 Smokey Bear Boulevard, Concord, NH 03305	
1.3 Contractor Name Northern Pride Communications, Inc.		1.4 Contractor Address 20 Center Park Road, Topsham, ME 04086	
1.5 Contractor Phone Number 1-(207) 798-5540	1.6 Account Number 02-23-23-236510-400100000103-5002664	1.7 Completion Date 12/30/2017	1.8 Price Limitation \$25,000
1.9 Contracting Officer for State Agency Steven Lavoie, Director of Administration		1.10 State Agency Telephone Number 603-223-8020	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lincoln Erhard, Project Manager	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Sagadahoc</u> On <u>October 17, 2017</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]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Valerie J. Collins, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Dir 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: <u>Deanne March</u> On: <u>10/24/17</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.

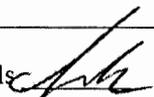
EXHIBIT A

Northern Pride Communications, Inc., of Topsham, Maine, hereafter referred to as Northern Pride, is being contracted by the Department of Safety, Division of Emergency Services and Communications, hereafter referred to as Division, for a one-time order for services related to the removal of and installation of a ten (10) foot high performance microwave dish and associated ten (10) foot protective Ice Guard on a State of New Hampshire 180 foot self-supporting communications tower located at the summit of Belknap Mountain in Gilford, New Hampshire. The associated ten (10) foot protective Ice Guard must also be assembled by the vendor at the tower site.

1. **Statement of work:** A one-time order for services related to the removal of and installation of a ten (10) foot high performance microwave dish and associated ten (10) foot protective Ice Guard on a State of New Hampshire 180 foot self-supporting communications tower located at the summit of Belknap Mountain in Gilford, New Hampshire. The associated ten (10) foot protective Ice Guard must also be assembled by the vendor at the tower site.
 - 1.1 Supply all transport, materials and labor to remove a ten (10) foot high performance microwave dish and associated ten (10) foot protective Ice Guard at the remote communication site location indicated in Table 1 of this bid.
 - 1.2 Supply all transport, materials and labor to install a ten (10) foot high performance microwave dish, radome cover, and associated ten (10) foot protective Ice Guard provided by the state at the communication site location indicated in Table 1 of this bid. The associated ten (10) foot protective Ice Guard must also be assembled by the vendor at the tower site.
 - 1.3 Perform microwave path alignment and point to point functional test of the completed microwave dish installation using industry standard common professional engineering practices.
 - 1.4 Provide detailed engineering data documentation describing results of the microwave path strength in the form of a written report to Project Manager. The report shall include a point to point engineering graphic depicting the measured path strength data and photographic documentation of the completed microwave dish and ice guard installation.
 - 1.5 Northern Pride shall not perform work without proper permits or written Notice to Proceed. Any conflicts resulting from the performance of this contract shall be resolved to the strictest requirements. Any conflicts not resolvable by the standard of 'most strict' shall be resolved by the NH Department of Safety Commissioner or his designee.
 - 1.6 Northern Pride shall remove all construction debris from the site(s) and return the area to pre-installation or better cleanliness.

Initial All Pages:

Contractor's Initials



Page 1 of 4

- 1.7 Northern Pride 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 2000, NEC National Electronic Code, OSHA, State of New Hampshire Administrative Rules, and all applicable laws.
- 1.8 Northern Pride shall, without additional cost to the State, utilize the services of specialty subcontractors to complete the required work when necessary.
- 1.9 Northern Pride shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider Northern Pride to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

EXHIBIT B

TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the Division exceed \$25,000 ("Total Contract Price"). The payment by the Division of the total Contract price shall be the only and the complete reimbursement to Northern Pride for all fees and expenses, of whatever nature, incurred by Northern Pride 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

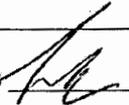
Northern Pride shall submit correct invoices to the Division for all amounts to be paid by the Division. All invoices submitted shall be subject to the Divisions prior written approval, which shall not be unreasonably withheld. Northern Pride shall only submit invoices for service as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information to include the sites surveyed with written report completed.

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 Emergency Services and Communications
Attention: Robert Lussier
110 Smokey Bear Blvd
Concord, NH 03305

Initial All Pages:

Contractor's Initials 

PAYMENT ADDRESS

All payments shall be sent to the following address:

Northern Pride
Attn: George Crouse
20 Center Park Road
Topsham, ME 04086
Phone: (207) 798-5540

OVERPAYMENTS TO NORTHERN PRIDE

Northern Pride shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

CREDITS

The Division may apply credits due to the Division arising out of this Contract, against Northern Pride 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 2018 and contingent upon availability and continued appropriation with the authority to adjust encumbrances through the Budget Office if needed and justified.

02-23-23-236510-40010000 – Dept. of Safety – Div. of Emergency Services –
Bureau of Emergency Communications 103-502664

Pricing Worksheet

<i>Activity, Deliverable</i>	<i>Price to Access, Assemble and Install</i>	<i>Price to Document and Deliver Report</i>
Item #1. Belknap Mountain, Gilford, NH Supply all transport, materials and labor to remove a ten (10) foot high performance microwave dish and associated ten (10) foot protective Ice Guard from 180 foot communications tower.	\$12,500	
Item #2. Belknap Mountain, Gilford, NH Supply all transport, materials and labor to install a supplied ten (10) foot high performance microwave dish. Assemble and install associated ten (10) foot protective Ice Guard to 180 foot communications tower.	\$12,000	
Item #3. Belknap Mountain, Gilford, NH Supply all test equipment, materials and labor to Perform microwave path alignment and point to point functional test of the completed microwave dish installation.	Included	
Item #4. Belknap Mountain, Gilford, NH Provide detailed engineering data documentation describing results of the microwave path strength in the form of a written report to Project Manager.		\$500
TOTAL Cost	\$24,500	\$500

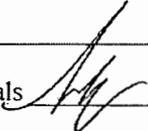
EXHIBIT C

There are no special provisions to this contract.

Attached are:

- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance

Initial All Pages:
Contractor's Initials



10/17/2017

CERTIFICATE OF VOTE

I, George Crouse, of Northern Pride Communications, Inc., do hereby certify that:

1. I am the duly elected President of Northern Pride Communications;
2. I hereby certify the following is a true copy of a Northern Pride Communications, Inc., vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 17, 2017, at which a quorum of the Directors/Shareholders were present and voting.

Voted: That Lincoln Erhard is hereby authorized on behalf of this Northern Pride Communications, Inc., to enter into contracts or agreements with the State of New Hampshire and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Lincoln Erhard is the duly elected signatory of the corporation.

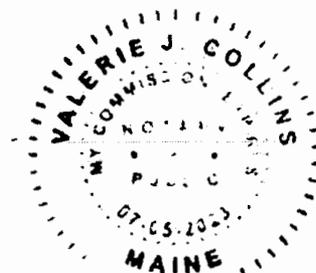
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of Tuesday the 17th of October, 2017.

DATED: 10-17-2017 ATTEST: [Signature] (Name and Title).
President

STATE OF Maine
COUNTY OF Sagadahoc

The foregoing instrument was acknowledged before me this 17th day of October, 2017 by George Crouse.

[Signature]
Notary Public/Justice of the Peace
My Commission Expires: 7-5-2023



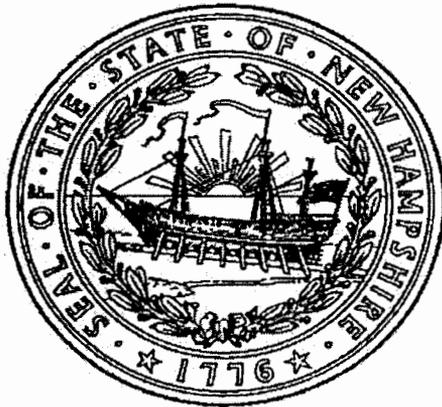
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHERN PRIDE COMMUNICATIONS, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on January 19, 2007. 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: 570827



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of September A.D. 2017.

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

William M. Gardner
Secretary of State

