

26A/B



STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

HIGHWAY SAFETY AGENCY

78 REGIONAL DRIVE, BUILDING 2
CONCORD, N.H. 03301-8530

TDD Access: Relay NH 1-800-735-2964
603-271-2131
FAX 603-271-3790

Margaret Wood Hassan
GOVERNOR

Peter M. Thomson
COORDINATOR

October 29, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the NH Highway Safety Agency to enter into a contract with Appriss Inc., 10401 Linn Station Rd, Louisville KY 40223-3842 (VC# 253321) in the amount of \$90,000.00 to manage and administer MAP-21 405 c funds for a Traffic Records Program effective upon Governor and Council approval through September 30, 2016. This contract will be for a period of up to two years, commencing upon approval of the contract document by the Governor and Executive Council. At the State's discretion, the contract may be renewed for up to two additional years, with Governor and Council approval. 100% federal funds

Funds are available from the following account with the ability to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified: 02-25-25-250010 32130000 Highway Safety Agency – MAP-21 405c Data Program.

	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
102 500731 Contracts for Program Services	\$40,000.00	\$45,000.00	\$5,000.00

EXPLANATION

The NH Highway Safety Agency has approved the use of federal highway funds in the amount of \$90,000.00 to support a contractual agreement with Appriss Inc. to support the administration and activities of the Traffic Records Coordinating Committee (TRCC), including the Traffic Records Executive Committee (TREC) and sub-committees. The NH Highway Safety Agency has applied for and received a total of \$1.8 million in federal funds over the last four federal fiscal years for improving New Hampshire's Traffic Records data systems.

In accordance with State regulations the NH Highway Safety Agency developed a Request For Proposal (reviewed by NH Bureau of Purchase and Property) that was posted to the NH RFP website www.nh.gov for 8 days from September 16, 2014 to September 23, 2014. Appriss Inc. was the only proposal that was received on the proposal due date of October 3, 2014 at 11:00 a.m. Based on the proposal the contract was awarded to Appriss Inc.

(over)

October 29, 2014

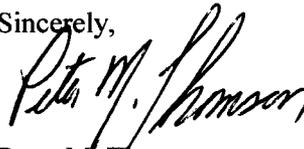
Page 2

The contractor shall provide expert guidance on traffic records related subjects and ensure activities are focused on the vision and mission to develop, maintain, and track, accomplishments related to the State's plan for Traffic Records improvement; assist in project development and reporting; develop performance measures, compile data and statistics; coordinate input in order to prepare the annual NH Highway Safety Plan; arrange and provide support/assistance for up to three (3) TRCC meetings during each Federal Fiscal Year (2015 and 2016); prepare and distribute meeting notices, agendas, and minutes; document action plan and distribute; participate in sub-committee meetings providing support/assistance, etc.; and develop the annual Section 405c applications for Federal Fiscal Years 2015 and 2016 consisting of required information including an update to the Traffic Records New Hampshire Highway Safety Plan and Annual Progress Report.

The NH Highway Safety Agency supports this contract because of the excellent work that Appriss Inc. formally Deep River, has done during a previous contract, in addition to the fact that they have developed a working relationship with our Agency, have developed a working relationship with the Traffic Records Coordinating Committee and Executive Committee, and are well versed in the operation of New Hampshire's traffic records systems through the Departments of Safety and Transportation, the Court system, Insurance Department, and the state/county/local law enforcement agencies.

The Attorney General's Office has reviewed and approved this contract as to form, substance and execution. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter M. Thomson". The signature is written in a cursive style with a large, prominent initial "P".

Peter M. Thomson
Coordinator

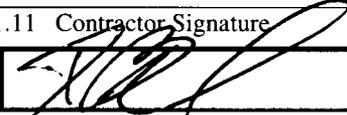
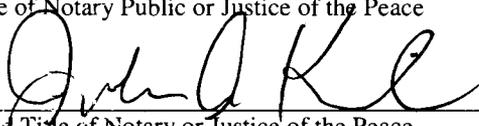
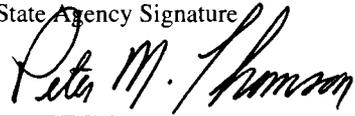
/jac
Enclosures

Subject: Section 408 Traffic Records Management & Support 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 <u>NH Highway Safety Agency</u>		1.2 State Agency Address <u>78 Regional Drive, Building 2, Concord, NH 03301-8530</u>	
1.3 Contractor Name <u>Appriss Inc.</u>		1.4 Contractor Address <u>10401 Linn Station Road, Louisville, KY 40223-3842</u>	
1.5 Contractor Phone Number <u>866-277-7477</u>	1.6 Account Number <u></u>	1.7 Completion Date <u>September 30, 2016</u>	1.8 Price Limitation <u>\$90,000.00</u>
1.9 Contracting Officer for State Agency <u>Peter M. Thomson, Coordinator</u>		1.10 State Agency Telephone Number <u>603-271-2131</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>David Kaelin, President</u>	
1.13 Acknowledgement: State of <u>KY</u> , County of <u>Shelby</u> On <u>10/22/14</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]  My Commission Expires 10/23/17 Notary ID 499639			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Julie A. Kwiek, Notary State at Large</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Peter M. Thomson, Coordinator</u>	
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) By:  On: <u>10/31/14</u>			
1.18 Approval by the Governor and Executive Council 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 JK
Date 10/6/14

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 JK
Date 6/20/14

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.

SCHEDULE A

THE SERVICES

Appriss Inc. (the Contractor), in cooperation with the NH Highway Safety Agency (the State), shall manage/administer the Section 405c traffic records program in line with the federal guidelines and shall provide the following services to the State:

- Support the administration and activities of the Traffic Records Coordinating Committee (TRCC) and its subcommittees. This involves providing expert opinion on traffic records related subjects and ensuring the TRCC activities are focused on the vision and mission to develop, maintain, and track accomplishments related to the state's plan for Traffic Records Improvement
- Assist the TRCC and sub-grantees in project development and reporting; support the TRCC in development of performance measures and use of standardized quantitative measurements to establish a baseline or benchmark for proposed projects; compile data and statistics from Section 405 (c) funded projects; coordinate input from involved agencies in order to prepare the Traffic Records grant application.
- Arrange and provide support/assistance for three (3) TRCC meetings each year; prepare and distribute meeting minutes to TRCC/TREC members; document action plan and distribute; participate in sub-committee meetings providing support/assistance.
- Develop the annual application for each Federal Fiscal Year that will include required information including: a) update to the Traffic Records Strategic Plan, and b) the Annual Progress Report to be developed in cooperation with the NHSA and the TRCC.
- Provide the completed Application to the NHSA three weeks (3) prior to the July 1st federal submission deadline date.

This contract shall be for a period of up to two years, commencing upon approval of the contract document by the State, including the New Hampshire Fiscal Committee and the Governor and Council, and ending September 30, 2016. At the State's discretion, the contract may be renewed for up to two additional years, with the approval of the New Hampshire Fiscal Committee and the Governor and Executive Committee.

SCHEDULE B

CONTRACT PRICE AND VOUCHERS

4.1 Contract Price

The State agrees to compensate the Contractor a maximum of \$45,000.00 for Federal Fiscal Year 2015 ending September 30,2015, and a maximum of \$45,000.00 for Federal Fiscal Year 2016 ending September 30,2016, to carry out services stipulated in Schedule A.

Category	Work Allocation	October 1, 2014 - September 30, 2015			October 1, 2015 – September 30, 2016		
		Estimated Hours	Rate per Hour	Totals	Estimated Hours	Rate per Hour	Totals
Daniel Schuessler *	50%	185	\$134.00	\$24,790.00	185	\$134.00	\$24,790.00
Paul Valente *	35%	126	\$85.00	10,710.00	126	\$85.00	10,710.00
Michael Knizeski *	10%	38	\$134.00	5,092.00	38	\$134.00	5,092.00
David Sistare*	5%	18	\$134.00	2,412.00	18	\$134.00	2,412.00
Sub-Totals		342		\$43,004.00	342		\$43,004.00
Other Direct Costs (Includes current expenses, mileage, lodging, meals, miscellaneous expenses, etc.)				1,996.00			1,996.00
Totals				\$45,000.00			\$45,000.00

* Or successor

Activities/Schedule

Activities	Schedule
Federal Fiscal Year 2015 (October 1, 2014 - September 30, 2015)	
Contract Start	Upon G&C approval
Traffic Records Coordinating Committee Meeting #1 (Dates to be determined)	Winter 2014
Traffic Records Coordinating Committee Meeting #2 (Dates to be determined)	Spring 2015
Traffic Records Coordinating Committee Meeting #3 (Dates to be determined)	Summer 2015
Draft Section 405c Application	June 11, 2015
Final Section 405c Application	June 25, 2015
Federal Fiscal Year 2016 (October 1, 2015 – September 30, 2016)	
Traffic Records Coordinating Committee Meeting #1 (Dates to be determined)	Winter 2015
Traffic Records Coordinating Committee Meeting #2 (Dates to be determined)	Spring 2016
Traffic Records Coordinating Committee Meeting #3 (Dates to be determined)	Summer 2016
Draft Section 405c Application	June 11, 2016
Final Section 405c Application	June 25, 2016

Vouchers

Contractor will submit to the Coordinator of the NH Highway Safety Agency based on the above schedule, in format to be approved by the State, invoices for payment documenting deliverables and work performed. Detailed documentation supporting expenditures appearing on invoices will be provided.

EXHIBIT C

SPECIAL PROVISIONS

22.1 Reports and Meetings. It is agreed that activity reports will be submitted with billing requests summarizing activity and implementation of terms of the contract and identifying any problems being encountered.

22.2 Audit. Appriss Inc. agrees to provide the Agency with a copy of its Annual Report which includes the time periods covered by this Agreement.

The State of New Hampshire reserves the right to have its Legislative Budget Assistant review any work papers.

22.3 Contract Credit. All publications, public information or publicity released in conjunction with this contract shall state that such is "funded by the New Hampshire Highway Safety Agency" or words to that effect.

22.4 Copyrights. The Highway Safety Agency, representing the Federal awarding agency and the State of New Hampshire, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal and State Government purposes: (a) The copyright in any work developed under this Contract under a grant or subgrant; and (b) Any rights of copyright to which the Contractor purchases ownership with grant support. (US Department of Transportation Common Rule, March 11, 1988)

22.5 Insurance and Bond. It is agreed that the \$2,000,000.00 per incident insurance requirement contained in Section 14.1.1 is amended to read \$1,000,000.00 per incident.

22.6 Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. The contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

22.7 Lobbying. None of the funds under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g. 'grassroots') lobbying activities.

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 Appriss Inc., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on November 15, 2011. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that the attached is a true copy of the list of documents on file in this office.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of October, A.D. 2014

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

William M. Gardner
Secretary of State

Corporate Resolution

I, Rick Simpson, hereby certify that I am duly elected Clerk/Secretary of
(Name)

APMISS, INC.. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on April 20, 2014
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That DAVID KAELIN, President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

APMISS, INC. with the State of New Hampshire and any of
(Name of Corporation or LLC)

its agencies or departments and further is authorized to execute any

documents which may in his/her judgment be desirable or necessary to effect

the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: October 30, 2014

ATTEST: Rick Simpson
clerk/ secretary +
chief financial officer.
(Name and Title)

