



The State of New Hampshire **Department of Environmental Services**

Robert R. Scott, Commissioner

May 13, 2020



62 MAY

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with Consolidated Security Solutions LLC (VC #317867- B001), Londonderry, New Hampshire in the amount of \$205,028.84 for replacing access doors and locks at all Winnepesaukee River Basin Program facilities, effective upon Governor and Council approval through August 30, 2020. 100% WRBP Funds.

Funding is available in the accounts as follows, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified.

FY20
03-44-44-442010-1525-048-500226 \$23,695.93
Dept. Environmental Services, Wastewater Operator Certification, Buildings & Grounds

FY21
03-44-44-442010-1300-048-500226 \$181,332.91
Dept. Environmental Services, Winnepesaukee River Basin, Buildings & Grounds

EXPLANATION

The regional wastewater collection and treatment system is operated by the DES Winnepesaukee River Basin Program (WRBP) on behalf of ten communities in the Lakes Region. This contract is for replacing locks on access doors and security fences at all locations, crash bars, closures, and doors or complete door/frame assemblies at the WRBP Franklin wastewater treatment plant (WWTP), Laconia maintenance shop and 14 pump stations. The doors, appurtenances and other assemblies were installed when these facilities were constructed and are now over 40 years old. Many are deteriorated to the point of allowing air infiltration, heat loss, and failing to open and close properly. Therefore, they are in need of either full replacement or significant repairs. The work also includes replacing the doors and locks on the DES Wastewater Engineering Training Center building co-located at the Franklin WWTP. The scope of services is more fully described in Exhibit B.

This work is essential to complete during this summer construction season due to increased concerns about security of facilities with inability to adequately close and lock doors and increasing lack of

weather-tightness of buildings leading to additional heating/air conditioning and water/wind/debris infiltration into the interior spaces.

A Request for Proposals (RFP) was prepared and sent to five (5) firms known do this kind of specialized work. The RFQ was also advertised in the newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website. Interested firms were given site tours of the facilities prior to their submission of proposals.

Responses to the RFQ are as follows:

<u>Firm Name</u>	<u>Quote</u>
Consolidated Security Solutions LLC Londonderry, NH	\$205,028.84
One Source Security and Automation, Inc. Merrimack, NH	\$217,005.86
Methuen Construction Plaistow, NH	No response
Penta Corporation Marlborough, NH	No response
T-Buck Construction Turner, ME	No response
HE Sargent Corp. Epping, NH	No response
RH White Construction Bow, NH	No response

As a result of the bids and subsequent due diligence, we wish to award the contract to Consolidated Security Solutions LLC.

Note that all operating costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50; there is no General Fund contribution to the WRBP's operation. The Training Center costs in this contract are to be funded by the DES Wastewater Engineering Bureau, will not impact WRBP operating costs, and also are not General Funds.

This contract has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

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 Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name Consolidated Security Solutions LLC		1.4 Contractor Address 4 Peabody Row Londonderry, NH 03053	
1.5 Contractor Phone Number (603) 321-4404	1.6 Account Number 03-44-44-442010- 1300-048-500226	1.7 Completion Date 8/30/2020	1.8 Price Limitation \$205,028.84
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature  Date: 4/21/20		1.12 Name and Title of Contractor Signatory Don Gooding III Owner	
1.13 State Agency Signature  Date: 5-13-20		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/19/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 80:7c 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

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

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property

damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Exhibit "A"
Special Terms & Provisions

None.

Initials JB
Date 5/18/20

Exhibit "B"

Scope of Services

Scope of Work

The contractor shall provide the following as part of the scope of services:

- Attachment A provides an inventory of locations for replacements. Acceptable steel door and lockset specifications typical of the quality criteria required for installations at the WRBP are provided in Attachment B.
- Remove the locks, locksets, doors, frames, transom, closures, etc. in order to evince their replacement. Replacements shall be of similar design to existing or to replace missing devices.
- Repair and restore all work areas and building openings to create a finished installation with no air or water infiltration gaps.
- Building(s) shell shall be restored to match as closely as possible the original construction, finishes and façade. The WRBP shall approve such materials prior to their installation.
- Doors shall be steel with steel frame to meet or exceed original construction specifications; updated to comply with current building code and State energy efficiency requirements.
- Doors and frames shall be installed square and plumb so that they open and close completely and easily latch and lock.
- Louvers and fan assemblies shall be removed and new, insulated, fixed panels units installed at designated locations; installations shall plumb and square with no air or water infiltration areas.
- Contractor shall provide 40 of each key for the Franklin WWTP and Pumping stations (i.e. those keyed alike) plus the number/type of spare padlocks and keys listed on Attachment A.
- Contractor shall provide 15 keys for the Franklin Training Center.
- Contractor shall provide 40 keys for the WWTP fence padlocks plus the number/type of spare padlocks and keys listed on Attachment A.
- All keys shall be security-restricted so that only authorized staff may make duplicates. Keys shall be stamped accordingly.

Pump Station fence padlocks and access doors are keyed the same and are keyed the same as the WWTP access doors. WWTP fence security padlocks are keyed differently. The Training Center at the Franklin WWTP is also keyed differently. New master keys shall be provided to replace each existing master key. Note that all locks, locksets and spares shall be provided as described in Attachments.

Exhibit "B"

Scope of Services

Contractor Responsibilities

The contractor will be solely responsible for errors or omissions, therefore, it is strongly suggested that each firm visit the treatment plant and representative pumping station(s) prior to finalizing their proposals. This will provide contractors an opportunity to evaluate access to the project and site conditions, with respect to their own equipment, and evaluate the level of effort needed to complete the project. **Perform any and all work necessary to complete the removal and installation work described herein. Any inoperable devices or damages appurtenances, that are not to be replaced during this project, shall be reported to the WRBP during pre-construction site visits. It shall be the sole discretion of the WRBP to include those devices or appurtenances in the project by addendum. Contractor shall be responsible for repairing or replacing, at their sole expense, any security contact closures or other associated devices or installations if damaged or determined to be inoperable during the course of the work.**

The successful bidder shall provide all labor, materials, services, tools, equipment, transportation and facilities to complete the scope of work. It shall be the sole responsibility of the contractor awarded the project to comply with all local, state and federal rules and regulations in the commission of the work requested by this specification.

The work shall be scheduled so that the facility can be secured and alarms may be set at the close of each workday.

The contractor shall be responsible for disposal of all debris and waste products in accordance with all local, state and federal rules and regulations for disposal of such waste materials. Locks and locksets shall not be re-sold or re-purposed in order to maintain the security of WRBP facilities. All work shall be performed in a neat and workman-like manner, in conformance with the best modern trade practices by competent, experienced workers. Acceptance or rejection of work shall be made by WRBP staff, and the contractor shall be responsible for any and all corrective measures required to complete the scope of work.

The operating hours of the WRBP are Monday through Friday 7:00 A.M. to 3:15 P.M, except on State Holidays.

Warranty

Contractor shall warranty this work for a period of no less than 3 years from the date of acceptance of the work by the WRBP. Such warranty shall include repair/replacement of defective materials or devices, including all labor. Contractor shall transfer the manufacturers' warranty to the WRBP for all locks, lockset, doors and appurtenances, and fixed panels. Such transfers shall not alleviate the contractor of their responsibilities during their warranty period.

Safety

The WRBP operates an active safety program, with an employee safety committee. The selected contractor must comply with all WRBP safety rules, applicable state and federal worker safety laws and regulations.

Exhibit "B"

Scope of Services

WRBP Responsibilities

The WRBP personnel shall remove all vehicles and equipment necessary to enable the chosen contractor free access to the site. Power shall be provided by the WRBP. Contractors wishing to use air compressors shall provide their own equipment and supplies. WRBP staff shall disconnect the electrical connection to the two louver/fan assemblies prior to their removal by the selected contractor.

General Contract Requirements

The chosen contractor will be under contract to the New Hampshire Department of Environmental Services. Attachment C is a blank copy of the state service agreement (Form P-37) that will be required for this contract. We suggest you review the general conditions shown in the Agreement including the specific insurance requirements contained in Item #14.

Basis of Award

The WRBP reserves the right to determine what constitutes a conforming proposal; to determine if a firm or individual is qualified; to waive irregularities that it considers not material to the proposal; and award the contract solely as it deems to be in the best interest of the State. Basis of award is the lowest total price submitted from a qualified firm as is in the best interest of the WRBP.

Should your firm be selected to do the work, a "Notice of Intent to Award" along with a contract for execution and instructions on the required supporting documents. In addition to this executed P-37 form and the initialed and dated Exhibits A, B, and C, the contract documents include: a "Corporate Resolution" authorizing the signatory to enter into a contract for the work; an insurance certificate meeting the requirements shown in the P-37 listing the NHDES-WRBP as an additional insured; and a "Certificate of Good Standing" from the NH Secretary of State's office. Be aware that any corporation, individual (sole proprietorship) or partnership doing business with the State must be registered and in good standing with the NH Secretary of State's Office in order to process a contract. The contractor will be responsible for providing the WRBP with a current certificate issued by the NH Secretary of State – Corporate Division **dated after April 1, 2020**. Because it is necessary for the selected contractor to be registered and in good standing with the NH Secretary of State's office, if at the time the contractor receives the "Notice of Intent to Award" the contractor is not registered, the contractor will be allowed fourteen (14) days to complete this task. If at the end of the fourteen (14) days the contractor is not registered, it will be the WRBP's option to disregard the contractor's proposal.

When the executed contract documents are returned, they will be processed for approvals by the NHDES Commissioner and the Attorney General's office. The Contract will then require authorization by the Governor and Executive Council of the State of New Hampshire. The entire approval process usually requires several weeks to complete.

This Agreement consists of the following documents: Exhibits A, B, C, the request for proposals dated March 27, 2020 and Attachments A, B and C which are all incorporated herein by reference as if fully set forth herein.

Exhibit "C"
Price and Terms of Payment

I (We) agree to furnish the scope of services specified in Exhibit "B" for the replacement of locks, locksets, crash bars, push panels, doors, frames, and other assemblies for the cost of:

1) **WWTP:** Amount in figures \$97,171.16

Ninety-seven thousand, one hundred and seventy-one dollars and sixteen cents
Amount in words

2) **Training Center:** Amount in figures \$23,695.93

Twenty-three thousand, six hundred and ninety-five dollars and ninety-three cents
Amount in words

3) **Pump Stations:** Amount in figures \$84,161.75

Eighty-four thousand, one hundred and sixty-one dollars and seventy-five cents
Amount in words

Total Contract Price Limitation (Sum of 3 items above): Amount in figures \$205,028.84

Two hundred and five thousand, and twenty-eight dollars and eighty-four cents
Amount in words

CONSOLIDATED SECURITY SOLUTIONS LLC

Company Name

Terms:

1. Contractor is to be paid within thirty (30) days of submission of an invoice at satisfactory completion of work. Each line item may be paid separately upon successful completion and submission of proper invoice.
2. Approval of this contract does not authorize any expenditure over the contract price limitation.

Initials DC
Date 5/18/20

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 CONSOLIDATED SECURITY SOLUTIONS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 23, 2018. 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: 797699

Certificate Number: 0004897531



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Don Gooding hereby certify that I am the sole member of
Consolidated Security Solutions
LLC and
have been the sole member since 2018.

I certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on
this certification as evidence that I have full authority to bind the LLC.

Signed: 

Date: 5/18/20 5/18/2020



GOODDO2

OP ID: SH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
04/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Whittemore Insurance 172 Rockingham Road Londonderry, NH 03053	603-432-2577	CONTACT NAME:	PHONE (A/C, No, Ext): 603-432-2577	FAX (A/C, No): 603-432-4700
INSURED: Consolidated Security 4 Peabody Row Londonderry, NH 03053		EMAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE:	NAIC #	
		INSURER A: Scottsdale Insurance Insurance		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **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. NO.)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		CP83186791	06/19/2019	06/19/2020	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence): \$ MED EXP (Any one person): \$ 5,000 PERSONAL & ADV INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 2,000,000 PRODUCTS - COMP/OP AGG: \$ 12,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ex accident): \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$					EACH OCCURRENCE: \$ AGGREGATE: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT: \$ E.L. DISEASE - EA EMPLOYEE: \$ E.L. DISEASE - POLICY LIMIT: \$

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

Security system services

CERTIFICATE HOLDER NHDEPT2 NH Dept of Environmental Services WRBP PO Box 68 Franklin, NH 03235	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CONSSEC-01

EBAXTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER AP Intego Insurance Group, LLC 1601 Trapelo Rd Suite 280 Waltham, MA 02451	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: support@apintego.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Consolidated Security Solutions LLC 4 Peabody Row Londonderry, NH 03053	INSURER A: Hartford Fire & Its P&C Affiliates NAIC # 00914	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	75WEGAD7XJ8	8/19/2019	8/19/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER NH Department of Environmental Services-WRBP PO Box 68 Franklin, NH 03235	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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