



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

June 19, 2019

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 Setronics Corp. (VC #267232 B001), Billerica, MA in the amount of \$52,376 for fire alarm system testing, maintenance, inspection, and repair/retrofit services, effective upon Governor and Council approval through June 30, 2022. 100% WRBP Funds.

Funding is available in the account as follows, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for FY 20-22 is contingent upon continuing appropriation and availability of funds.

| | <u>FY20</u> | <u>FY21</u> | <u>FY22</u> |
|--|-------------|-------------|-------------|
| 030-044-044-442010-1300-024-500225 | \$17,096 | \$17,744 | \$17,536 |
| Dept. Environmental Services, Winnepesaukee River Basin, Maint. Other than Buildings & Grounds | | | |

EXPLANATION

Approval of this request will provide for annual inspections, maintenance and testing, repair and retrofit, and unscheduled or emergency repair services of the fire alarm systems at fourteen Winnepesaukee River Basin Program (WRBP) facilities. The Department of Environmental Services, under the Winnepesaukee River Basin Program (WRBP), owns and operates the regional wastewater collection and treatment system on behalf of the 10 Lakes Region communities that are served by the system.

The services provided under this contract include annual inspections, maintenance and testing of the fire alarm systems, and repair or replacement of any defective main control panel components installed at the WRBP Franklin Wastewater Treatment Plant, the maintenance shop in Laconia, and twelve Pump Stations located in Belmont, Franklin, Gilford, and Laconia in order to maintain the systems in proper operating condition. The less complex peripheral units and detection devices installed outside the main control panels will be inspected and tested under this agreement. Typically, WRBP staff electricians are able to repair or replace such peripheral equipment, as necessary. However, any repairs which the WRBP is unable to perform or that may be more cost-effective for the contractor to address while performing

work under the contract are included in the contingency provisions for labor and material costs. The scope of services is more fully described in Exhibit A.

A Request for Quotes (RFQ) was prepared and sent to three (3) firms known to provide these types of services. The RFQ was also advertised in the newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website.

Responses to the RFQ are as follows:

| <u>Company</u> | <u>Response</u> |
|--|-----------------|
| Setronics Corp., Bellerica, MA | \$52,376 |
| Johnson Controls Fire Protection, Nashua, NH | \$52,680 |
| BK Systems, Pembroke, NH | \$64,214 |
| Impact Fire Service, Hudson, NH | No Response |
| Mammoth Fire Alarm, Lowell, MA | No Response |

The responses were reviewed and the low bidder selected based upon the menu of services delineated in Exhibit B including the annual fire alarm inspection, testing and maintenance, programming, and the contingent amount each year for unscheduled or emergency services and repair or replacement of equipment. Based upon the results and due diligence inquiries, we wish to award the contract to the low, responsive bidder: Setronics Corp. This firm has satisfactorily performed similar services for the WRBP in the past. Since the need for unscheduled or emergency repair services cannot be definitively forecast, the contract price limitation of \$52,376 is based upon the sum of the required annual inspections plus the calculated annual contingency amounts.

Note that all operating costs of the WRBP are paid by the users of the wastewater treatment and collection system, as provided in RSA 485-A:50. There is no General Fund contribution to the WRBP's operation.

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

We respectfully request your approval.


Robert R. Scott, Commissioner

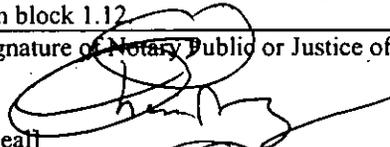
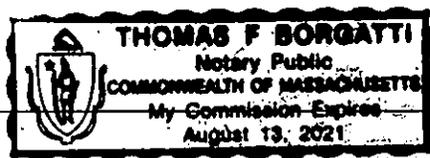
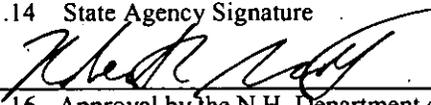
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Dr., Concord, NH 03302 | |
| 1.3 Contractor Name Setronics Corp. | | 1.4 Contractor Address 5 Executive Park Dr Billerica, MA 01862. | |
| 1.5 Contractor Phone Number 603.671.5450 | 1.6 Account Number 03-044-044-442010 1300-024-500225 | 1.7 Completion Date June 30, 2022 | 1.8 Price Limitation \$52,376.00 |
| 1.9 Contracting Officer for State Agency Sharon A. McMillin PhD | | 1.10 State Agency Telephone Number (603) 934-4032 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Gregory Riedel, Chief Financial Officer | |
| 1.13 Acknowledgement: State of MA, County of Middlesex. On 5/14/19, 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 Thomas F. Borgatti | | 1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES | |
| 1.14 State Agency Signature  | | Date: 6/20/19 | |
| 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:  C.K. Allen Brooks On: June 20, 2019 | | | |
| 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"
THE SERVICES

1. The Contractor shall provide the Department of Environmental Services Winnepesaukee River Basin Program (WRBP) with "fire alarm system testing, maintenance, inspection and repair/retrofit services" for the following Simplex-Grinnell fire alarm equipment and/or Fire Lite and/or Altronix alarm systems owned by the State of New Hampshire, at the following locations:

Treatment Plant (multiple buildings) 528 River Street, Franklin, NH

- Fire Alarm Control Panel 4100..... 1 each
- External Battery Cabinet..... 1 each
- N.A.C. Power Extender..... 3 each
- LCD Annunciator 2 each
- Altronix #AL100RNLADA (J) Extender Panel
(Tunnel #1) 1 each
- Pull Station31 each
 - Explosion Proof 2 each
- Smoke Detectors.....71 each
 - Duct..... 1 each
- Heat Detector.....35 each
- Remote Test Station..... 1 each
- Zone Adapter Module..... 3 each
- Individual Addressable Module14 each
- Horn / Strobe45 each
- Remote Annunciator..... 2 each
- Transient Cubes48 each

Treatment Plant Electrical Annex – zone devices interconnect with Simplex FACP

- Pull Station..... 2 each
- Horn/Strobe..... 1 each
- Heat Detector..... 1 each

Treatment Plant UV building – Fire Lite system interconnects with Simplex FACP

- Fire Lite #MS-9200UOLS Control Panel..... 1 each
- Pull Station..... 5 each
- Heat Detector..... 18 each
- Horn/Strobe..... 6 each

Belmont Station74 South Road, Belmont, NH

- Control Panel 4004..... 1 each
- Control Relay Module 1 each
- Pull Station 1 each
- Smoke Detectors..... 3 each
- Heat Detector..... 1 each
- Horn / Strobe 2 each

EXHIBIT "A"
THE SERVICES - Continued

| | |
|--|----------------------------------|
| River Street Station | 101 River Street, Franklin, NH |
| Control Panel 4004..... | 1 each |
| Control Relay Module | 1 each |
| Pull Station | 2 each |
| Smoke Detectors..... | 3 each |
| Heat Detector..... | 1 each |
| Horn / Strobe | 3 each |
| | |
| Ellacoya Station | 280 Scenic Drive, Gilford, NH |
| Control Panel 4004..... | 1 each |
| Control Relay Module | 1 each |
| Pull Station | 1 each |
| Smoke Detectors..... | 6 each |
| Heat Detector..... | 1 each |
| Horn / Strobe | 4 each |
| | |
| Gilford Station | 74 Weirs Road, Gilford, NH |
| Fire Lite Control Panel #MS5UD-FA..... | 1 each |
| Control Relay Module | 1 each |
| Pull Station | 1 each |
| Smoke Detectors..... | 6 each |
| Heat Detector..... | 1 each |
| Horn / Strobe | 4 each |
| | |
| Glendale Station | 31 Dock Road, Gilford, NH |
| Control Panel 4004..... | 1 each |
| Control Relay Module | 1 each |
| Pull Station | 1 each |
| Smoke Detectors..... | 6 each |
| Heat Detector..... | 1 each |
| Horn / Strobe | 1 each |
| | |
| Jewett Brook Station | 73 Strafford Street, Laconia, NH |
| Control Panel 4004..... | 1 each |
| Control Relay Module | 1 each |
| Pull Station | 2 each |
| Smoke Detectors..... | 5 each |
| Heat Detector..... | 1 each |
| Horn / Strobe | 5 each |

EXHIBIT "A"
THE SERVICES - Continued

| | |
|------------------------------------|---|
| Maiden Lady Cove Station | 763 Scenic Drive, Laconia, NH |
| Fire Alarm Control Panel 4004..... | 1 each |
| Control Relay Module | 1 each |
| Pull Station | 1 each |
| Smoke Detectors..... | 6 each |
| Heat Detector..... | 1 each |
| Horn / Strobe | 4 each |
| Maintenance Shop | 202 Water Street, Laconia, NH |
| Control Panel 4010..... | 1 each |
| LCD Annunciator | 1 each |
| Pull Station | 6 each |
| Smoke Detectors..... | 10 each |
| Heat Detector..... | 12 each |
| Horn / Strobe | 12 each |
| North Main Station | 1539 Old North Main Street, Laconia, NH |
| Control Panel 4004..... | 1 each |
| Control Relay Module | 1 each |
| Pull Station | 1 each |
| Smoke Detectors..... | 7 each |
| Heat Detector..... | 1 each |
| Horn / Strobe | 4 each |
| Paugus Station..... | 29 Paugus Park Road, Laconia, NH |
| Control Panel 4004..... | 1 each |
| Control Relay Module | 1 each |
| Pull Station | 1 each |
| Smoke Detectors..... | 7 each |
| Heat Detector..... | 1 each |
| Horn / Strobe | 4 each |
| Pendleton Beach Station..... | 67 Pendleton Beach road, Laconia, NH |
| Control Panel 4004..... | 1 each |
| Control Relay Module | 1 each |
| Pull Station | 2 each |
| Smoke Detectors..... | 6 each |
| Heat Detector..... | 1 each |
| Horn / Strobe | 4 each |

EXHIBIT "A"
THE SERVICES - Continued

| | |
|----------------------------|-------------------------------|
| State School Station | 1 Right Way Path, Laconia, NH |
| Control Panel 4004..... | 1 each |
| Control Relay Module | 1 each |
| Pull Station | 1 each |
| Smoke Detectors..... | 3 each |
| Heat Detector..... | 1 each |
| Horn / Strobe | 3 each |
| | |
| Winnisquam Station..... | 202 Water Street, Laconia, NH |
| Control Panel 4004..... | 1 each |
| Control Relay Module | 1 each |
| Pull Station | 1 each |
| Smoke Detectors..... | 6 each |
| Horn / Strobe | 3 each |

2. The fire alarm testing services shall consist of the following: Annual fire alarm inspections (testing) consisting of detector activation, relay operation and all interlocks i.e., air handlers etc., audible testing and communication to central station verification. Annual tests shall be performed at a mutually agreeable date and time. The Contractor shall document the test results for each individual device and provide a computer generated report listing them by location and device number. The Contractor shall be required to test fire alarm batteries in accordance with NFPA 72. Discrepancies in the above device count shall be noted on the reports for each location.

3. All fire alarm system testing and maintenance service shall be accomplished as required by National Fire Alarm Code (NFPA 72, Chapter 7), manufacturer recommendations and any state or local fire codes. In addition, the Contractor shall be responsible to clean all smoke detectors as required by NFPA 72, Chapter 7. The Contractor shall conduct sensitivity testing for all required devices every alternate year and, as such, the Contractor shall conduct sensitivity testing on all required devices in fiscal year 2021. The sensitivity testing shall be accomplished as required under NFPA 72, 10.4.3.2.4. In accordance with NFPA 72, 10.4.3.2.4, smoke detectors found to have a sensitivity outside the listed and marked sensitivity range shall be cleaned and recalibrated or be replaced. Replacement cost, including device and installation, shall be borne by the WRBP as per item 6 below.

4. The Contractor shall be responsible to provide a proposed schedule for annual testing to the State a minimum of two weeks (10 working days) before the actual inspections occur. The Contractor shall have in their employ a sufficient number of trained technicians so that annual inspections are completed on time as scheduled.

5. The Contractor is required to repair or replace, at their cost, any defective main fire alarm control, panels or components, including batteries, to maintain the system in proper operating condition. Main

EXHIBIT "A"
THE SERVICES - Continued

fire alarm control panels include one (1) Simplex-Grinnell control panel 4100, 4010, 4004 or (2) two Honeywell Fire Lite control panels, and one (1) Altronix extender panel at locations as listed above.

6. The WRBP shall decide whether peripheral units including smoke detectors, heat detectors, pull stations, horn/strobe units, remote keypads, transient cubes, and annunciator and extender panels shall be repaired or replaced by the Contractor or by the WRBP forces. Peripheral devices supplied by the Contractor and Contractor's labor to replace such devices shall be compensated as detailed in Exhibit B.

7. Repair or replacement of said peripheral units by the Contractor shall be approved in advance prior to any actual work being performed by the Contractor. The cost to repair any ground faults or wiring issues shall be the responsibility of the WRBP unless the Contractor is authorized in advance to do the repairs. Such work shall be compensated at the rates in Exhibit B.

8. The Contractor shall maintain or have readily available spare parts and properly trained personnel to support the equipment at the Contractor's cost throughout the duration of the contract.

9. The Contractor shall make service available twenty-hour (24) hours per day, seven (7) days per week. Normal system maintenance shall occur on Monday through Fridays between 7:00am and 3:00pm. The Contractor shall be paid overtime rates for service work that is required on weekday evenings after 4:30pm, weekends and on State Holidays. The Contractor shall have sufficient staff to provide 24-hour, 7-day a week service, if necessary. Subcontractors will only be allowed upon receiving written approval in advance from the WRBP Administrator. Contractor shall be responsible for the performance of their subcontractor(s).

10. The Contractor shall, in performing the services as described herein, utilize technicians skilled in the service of the described systems. The Contractor shall have in his/her employ a sufficient number of trained technicians so that all service calls are answered promptly. The Contractor shall respond to the State by telephone to all service calls within five minutes of report of occurrence. The Contractor shall physically respond to the site within four (4) hours after report of occurrence.

11. The Contractor shall present, after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon. Signature shall not relieve the Contractor of their responsibilities under the contract nor authorize payment in lieu of an invoice.

12. The Contractor shall provide only replacement parts that are new and of the same quality as that is being replaced. Substitutions will be permitted only with prior authorization of the WRBP Administrator or designated representative.

EXHIBIT "A"
THE SERVICES - Continued

13. All repair services shall be conducted in full compliance with all specified standards in a manner equal to or better than the normal safety and security procedures and standards established by the State, and at no time shall state facilities or its occupants be placed in jeopardy.

14. The State shall be responsible to provide reasonable means of access to all equipment covered by this agreement and to promptly notify the Contractor of any malfunction in the system(s) that comes to the State's attention.

15. The Agreement assumes the main fire panel and batteries are in an operational and maintainable condition as of the effective date of this Agreement. If, upon initial inspection, which must occur within thirty (30) days of the effective date of this Agreement, the Contractor determines that repairs are necessary, repair charges will be covered under this Agreement and compensated as described in Exhibit B.

16. The Contractor shall not be responsible for any damage caused to the fire alarm panel system components that are a result of lightening, water, vandalism or misuse by the building owner. It should be noted that all WRBP buildings are equipped with a lightning protection system.

17. In the event that proprietary system programming is required, the Contractor shall contract with and supervise Johnson Controls (Simplex Grinnell) employees to provide that service. The Contractor shall bill the State for the actual programming costs plus the Contractor's markup provided in Exhibit B. Noted is that some fire alarm equipment has been converted to non-proprietary systems with non-addressable devices, or will be converted during the contract period, and so will not require programming. The State of NH contract #8002424 and any subsequent extensions will govern the labor rates payable to Johnson Controls.

18. If, during the term of the contract a fire alarm system is retrofit to a non-proprietary system at any of the locations covered under the contract, the contractors shall include that system in the contract after their inspection of the installation and determination that the retrofit system is fully operational. If final terminations of retrofit panels are required to be performed by the contractor to comply with local, state and federal rules and regulations, the contractor shall be compensated at the rates provided in Exhibit B.

19. The selected firm shall provide all labor, materials, services, tools, equipment, transportation, and facilities to complete the Scope of Work described herein. It shall be the sole responsibility of the contractor awarded the contract to comply with all local, state and federal rules and regulations in commission of the work requested by this specification.

20. All work shall be performed in a neat and workmanlike manner, in conformance with the best modern trade practices and by competent, experienced workers.

EXHIBIT "A"
THE SERVICES - Continued

Information contained in the State's Request for Quotations dated March 18, 2019 is hereby included in Exhibit A by reference.

Contractor Initials CP
Date 4.1.19

EXHIBIT "B"
COST PROPOSAL AND TERMS OF PAYMENT

| | FY20 | FY21* | FY22 |
|---|------------|------------|------------|
| Annual fire alarm inspection, maintenance, and repair services as described in Exhibit "A" The Services (* FY21 includes sensitivity testing) | \$2,900.00 | \$3,500.00 | \$3,100.00 |

| <u>Unscheduled Services and Repairs or Retrofits:</u> not covered in Annual Services | FY20 | FY21 | FY22 |
|---|---------|---------|---------|
| Regular Hourly Rate (\$/hour) | 100.00 | 105.00 | 110.00 |
| Overtime Hourly Rate (\$/hour) | 150.00 | 153.00 | 165.00 |
| Mileage charge, if any (\$/mile) | N/A | | |
| Truck charge, if any (\$/visit) | \$75.00 | \$75.00 | \$75.00 |
| Part and Supplies mark-up, if any (%) | 20% | 20% | 20% |
| Subcontractor mark-up, if any (%) | 20% | 20% | 20% |

Specify minimum number of hours or minimum service charge/visit (if applicable). \$ 2 hrs/call

In the space below, bidder shall clearly describe if hourly rates apply portal-to-portal or on-site only, how hourly rates are prorated (ex. by the quarter hour, half hour, full hour), when overtime hourly rates apply, and when mileage charges, truck charges, and any minimum service charges apply.

Bidder shall also provide address of primary place of business from which service personnel are dispatched.

Service call labor charges will include on-site time only plus truck charge. On site time will be pro-rated to the nearest whole hour.

Setronics Corp. 5 Executive Park Drive, Billerica MA 01862

EXHIBIT "B"
COST PROPOSAL AND TERMS OF PAYMENT - Continued

Notes:

1. Bidders are required to submit rates for each fiscal year (FY) as follows: FY20 extends from July 1, 2019 to June 30, 2020. FY21 extends from July 1, 2020 to June 30, 2021. FY22 extends from July 1, 2021 to June 30, 2022.
2. The **basis of award** shall be to the low responsive bidder based upon a menu of services consisting of the following:
 - a) Sum of Annual fire alarm inspection, maintenance, and repair services for each fiscal year. Sensitivity testing shall be included in FY21 annual costs.
 - b) Sum of four (4) Unscheduled service calls in each of the three (3) fiscal years involving one (1) person and four (4) hours of time at overtime rates.
 - c) Mileage charge for each unscheduled service call (e.g. \$/mile for round trip miles for three service calls each fiscal year). Mileage used for the basis of award will be calculated round trip from the Contractor's primary place of business (provided above) to the Franklin WWTP using GPS shortest route. Since the WRBP has multiple facilities, actual mileage to the WRBP facility requiring service shall be compensated, as appropriate.
 - d) Truck charge for each unscheduled service call (e.g. \$/visit for four service calls each fiscal year), if applicable.
 - e) \$7,500.00 per fiscal year contingency for parts and supplies at the Contractor's mark-up.
 - f) Subcontracted programming services provided from Concord Controls (for Simplex-Grinnell systems) used for the basis of award will be the sum of \$130/hour for four hours plus the Contractor's mark-up for four separate visits per fiscal year. Actual programming service costs shall be compensated, as appropriate, with verification documentation required (ex. Subcontractor's invoice).
3. The contract price limitation shall be based upon the sum of the menu of services including annual servicing, unscheduled services and repair or retrofit services, as described in Note 2. The contract price limitation for each fiscal year may be used for any services or parts, as required. Since actual costs are only estimates, funds may be transferred between fiscal years if justified and then approved by the State budget office. No additional charges or fees shall be paid except those specifically delineated in Exhibit B for work performed.
4. Contractor to be paid within thirty (30) days of submission of invoice and satisfactory completion of work. Approval of this contract does not authorize any expenditure over the price limitation.

Setranco Corp.

Company Name

Gregory Riedel

Name (please print)

EXHIBIT "C"
SPECIAL PROVISIONS

Item 1

CONFINED SPACE CERTIFICATION

I, Gregory Ruedel, of
(Name)

Setronics Corp.
(Company Name)

hereby certify that the confined space policy of

Setronics Corp.
(Company Name)

complies in all aspects with the Federal Occupational
Safety and Health Standards (OSHA), 29 CFR Part 1910 and that

Setronics Corp.
(Company Name)

possesses all equipment required for compliance with all provisions of the rules.

Gregory Ruedel (CR)
4.1.19. C.F.O.

Contractor Initials (CR)
Date 4.1.19

State of New Hampshire

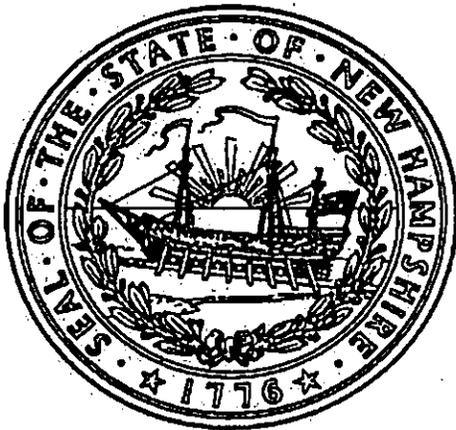
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SETRONICS CORP. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on October 25, 1996. 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: 259278

Certificate Number: 0004515506



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May A.D. 2019.

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

William M. Gardner
Secretary of State

I, Brian LaCroix, Secretary of Setronics Corp, a Corporation duly organized and operating under the laws of Massachusetts, and qualified and authorized to do business in the State of Massachusetts, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Board of Directors of such Corporation, duly convened and held on May 14, 2019, at which meeting a duly constituted quorum of the Board of Directors was present and voted in favor of such Resolution. I further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following Officers of this Corporation, or any one of them:

Brian LaCroix, President
Gregory Riedel, Chief Financial Officer

is empowered to execute and deliver in the name and on behalf of this Corporation contracts, bids and other documents, and are further authorized to affix the Corporate Seal to such documents and to bind the Corporation to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned has affixed his signature and the Corporate Seal of the Corporation, this 15th day of May, 2019.



Brian LaCroix, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2019

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

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

| | |
|--|---|
| PRODUCER Choice Insurance Agency, Inc. 376 Summer St Fitchburg, MA 01420 | CONTACT NAME: Julie LaPointe |
| | PHONE (A.C. No. Ext): (978)343-4853 FAX (A.C. No.): (978)345-1007 |
| | E-MAIL ADDRESS: jlapointe@choice-insurance.com |
| | INSURER(S) AFFORDING COVERAGE |
| INSURED Setronics Corp 5 Executive Pk Dr Billerica, MA | INSURER A: Hartford Accident & Indemnity Co. NAIC # 22357 |
| | INSURER B: Plymouth Rock Ins Co 14737 |
| | INSURER C: Hartford Casualty Insurance Co. 29424 |
| | INSURER D: Travelers 25623 |
| | INSURER E: |
| | INSURER F: |

COVERAGES CERTIFICATE NUMBER: 00000000-863687 REVISION NUMBER: 19

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 | ADOL (INSR) | SUBR (WVD) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------|------------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | 08UENYOY2545 | 11/30/2018 | 11/30/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | PRC00001005657 | 11/30/2018 | 11/30/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 08HHUOY2546 | 11/30/2018 | 11/30/2019 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | UB8J2080591742 | 12/31/2018 | 12/31/2019 | PER STATUTE <input type="checkbox"/> OTH-ER <input checked="" type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

CERTIFICATE HOLDER

CANCELLATION

NH Dept of Environmental Services-WRBP
PO Box 68
Franklin, NH 03235

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

(JGL)

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