



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



sun,

**Robert R. Scott, Commissioner**

September 27, 2023

108

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into an agreement with Wilson Controls, LLC (VC# 441979-B001), Lee, NH, in the amount of \$122,100 for as-needed an emergency system integration and SCADA support services for the Winnepesaukee River Basin Program's (WRBP) wastewater system, effective upon Governor and Council approval through June 30, 2026. 100% WRBP Funds.

Funds to support this request are available in the following account, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified. Funding for FY26 is contingent upon availability and continued appropriation of funds.

	FY24	FY25	FY26
030-044-044-442010-1300-102-500731	\$39,260	\$40,700	\$42,140
Dept. Environmental Services, Winnepesaukee River Basin, Contracts for Program Services			

EXPLANATION

The Winnepesaukee River Basin Program (WRBP) owns and operates the wastewater collection and treatment system serving ten Lakes Region communities. The work under this contract involves System Integration Support, Supervisory Control and Data Acquisition (SCADA) maintenance and repair services on an as-needed or emergency basis such as, but not limited to, repairs/ upgrades to Programmable Logic Controllers (PLC's), Variable Frequency Drives (VFDs), remote sensing equipment, SCADA networks, radio telemetry systems, and telecommunications networks.

A Request for Proposals (RFP) was prepared and sent to nine (9) firms known to provide these types of services. The RFP was also advertised in the newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website. The RFP allowed for one or more firms to be awarded the contact if in the best interest of the WRBP and within operating budget limits.

Responses to the RFP are as follows:

	Total
Wilson Controls, LLC Lee, NH	\$122,100
Barrett Electric Co., Inc. Concord, NH	\$160,860
Electrical Installations, Inc. Moultonborough, NH	\$174,840
Wright-Pierce Manchester, NH	\$230,100
Eversolve Technologies Lubbock, TX	\$557,490
AIO CTRLS LLC New Boston, NH	No Response
Northeast Integration, LLC Portsmouth, NH	No Response

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

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United Automation, Inc Portsmouth, NH  
Live Automation, Inc. Sterling, MA  
NIC Systems Corp Cromwel, CT

No Response  
No Response  
No Response

Based on the proposals, we wish to award a contract to Wilson Controls, LLC. After due diligence inquiries and a qualifications based evaluation, this firm was selected for one of two contracts based on their total proposed price, capability to perform the work, and experience at other wastewater treatment plants with similar equipment and SCADA systems.

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

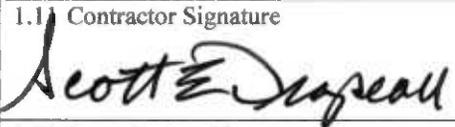
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Drive Concord, NH 03302	
1.3 Contractor Name Wilson Controls, LLC		1.4 Contractor Address 288 Calef Hwy, Lee NH 03861	
1.5 Contractor Phone Number (617) 701-3900	1.6 Account Unit and Class 03-44-44-442010-1300-102-500731	1.7 Completion Date 6/30/2026	1.8 Price Limitation \$122,100.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-9930	
1.11 Contractor Signature  Date: 8/17/23		1.12 Name and Title of Contractor Signatory SCOTT E. Drapeau, Owner	
1.13 State Agency Signature  Date: 10/2/23		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
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: 10/4/2023	
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

## 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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**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. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 PROVISIONS

Item 1

CONFINED SPACE CERTIFICATION

I, SCOTT E. DRAPPEAU, of  
(Name)

Wilson Controls, LLC  
(Company Name)

hereby certify that the confined space policy of

Wilson Controls, LLC  
(Company Name)

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

Wilson Controls, LLC.  
(Company Name)

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

Initials SED  
Date 8/17/23

## EXHIBIT B SCOPE OF SERVICES

### Scope of Work

The WRBP owns and operates the wastewater collection and treatment system serving ten Lakes Region communities. The work under this contract involves System Integration Support, Supervisory Control and Data Acquisition (SCADA) maintenance and repair services on an as-needed or emergency basis such as, but not limited to, repairs/ upgrades to Programmable Logic Controllers (PLC's), Variable Frequency Drives (VFD's), remote sensing equipment, local SCADA networks, radio telemetry systems, and telecommunications networks. Below is a listing of typical assignments that may be performed under this contract.

- Troubleshooting obsolete or malfunctioning Allen Bradley SCADA system components
- Troubleshooting and restoration of HMIs or remote monitoring and control systems
- Editing PLC ladder logic for system changes/updates
- Writing new PLC ladder logic for changing system needs or equipment/sensor upgrades
- Editing/rewriting & troubleshooting Proficy iFix/iHistorian SCADA system tags and programming
- Isolating, troubleshooting, and repairing SCADA system radio telemetry outages involving a radio repeater on Belknap Mt., fourteen remote radio transceivers at WRBP pump stations, and radio receivers at the Laconia Shop
- Assisting with replacement of existing level sensing transducers to radar or other technology level sensors and calibrating same
- Assisting with flow meters and sensors installation, calibration, and programming.
- Troubleshoot & rebuild PLC or VFD hardware (ex. Allen Bradley and ABB) down to the backplane, as needed
- Troubleshoot dial-up telecommunication modems
- Back-up and restore PLC and VFD programs
- Troubleshooting, programming, and set point support for plant water system, including pressure sensors and noise dampeners
- Components may be replaced by the contractor at the discretion and after authorization by the WRBP at the costs specified in Exhibit C
- Provide recommendations and technical support to modernize and upgrade the SCADA System, PLCs, VFDs, instrumentation, communications, and other electrical/ electronic systems at the WRBP.

It is envisioned that work to be performed under this contract will involve an effort of less than 300 hours per FY with multiple tasks/deployments (see Exhibit B).

### Fulfillment of Contract Services

Prior to beginning work on any project under this contract, the project's scope will be discussed with the contractor, and the contractor will provide an estimate of the amount of effort (hours, materials, and cost) that will be required for its completion. If acceptable, the contractor will then be authorized by the WRBP to proceed with work on that project/task. In the event of an emergency, the WRBP may waive the requirement for a written estimate and may authorize work to proceed based upon a verbal

## EXHIBIT B

### SCOPE OF SERVICES - Continued

estimate from the contractor. The work will commence on a mutually agreed date, and the Contractor shall work according to the agreed schedule and scope until the work is completed.

The WRBP will provide the contractor with record drawings (for existing systems) or other available information as may be needed and is available. WRBP staff will escort the contractor to the site of the repair/replacement work:

If the needed repairs or modifications are beyond the scope of the contractor's capabilities or the work cannot be complete in the required timeframe, the contractor shall not subcontract such work without the explicit approval of the WRBP. WRBP reserves the right to enter into an agreement with the contractor or another firm, as necessary to complete necessary work.

The WRBP will be billed for these services on a **time and expense plus mark-up** basis using the hourly billing rates for the staff and equipment costs such as "programmer," "implementer," etc., and other billable expenses that are stipulated in Exhibit C. The contractor shall keep the WRBP informed of progress, including whether the cost estimate is likely to be exceeded. The contractor shall not exceed the estimated cost for each approved task without authorization from the WRBP. The contractor shall not exceed the contract price limitation for each fiscal year.

#### **Contractor Responsibilities**

The Contractor shall provide 24/7 emergency service within 2 hours (telephone response) and 6 hours (on-site response) of being notified of a problem. The Contractor shall provide non-emergency services within the response time presented in Exhibit C unless a different time schedule is authorized by the WRBP. If the Contractor does not, or cannot, respond within the required timeframes, the State may choose to contact an alternate provider to complete the necessary work.

The Contractor shall provide all labor, materials, services, tools, equipment, transportation, and facilities to complete the scope of work. Contractor shall coordinate with other agencies or parties as may be required to complete the project. The work shall commence on a mutually agreed date and the Contractor shall work successive days until the work is completed.

It shall be the sole responsibility of the Contractor to comply with all local, state, and federal rules and regulations in the commission of the work requested by this specification.

The WRBP reserves the right to require the Contractor to train, counsel or reassign any employee whose actions or appearance are not consistent with the standards of the WRBP. Upon request, the Contractor shall meet with the State either in person or via telephone conference call regarding corrective actions and trouble resolution.

#### **State Responsibilities**

The State shall provide reasonable means of access to the infrastructure covered by this agreement and shall promptly notify the Contractor of any impediment that comes to the State's attention.

**EXHIBIT B**  
**SCOPE OF SERVICES - Continued**

The State shall secure any permits required for the work, unless mutually agreed that the Contractor shall obtain such permits. Contractor's costs for obtaining permits shall be based upon the actual time and materials costs indicated on Exhibit C.

Information contained in the State's Request for Proposal dated June 16, 2023 is hereby included in Exhibit B by reference.

11/16/23  
C.C. [unclear]

**EXHIBIT C  
PRICE AND PAYMENT TERMS**

	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>
<b>1) Staff Regular Hourly Rates:</b>			
System Integrator/Programmer	\$ 110.00	\$ 120.00	\$ 130.00
Assistant	\$ 75.00	\$ 80.00	\$ 85.00
Other: (or attach rate list) _____	N/A		
<b>2) Staff Overtime Hourly Rates:</b>			
System Integrator/Programmer	\$ 150.00	\$ 150.00	\$ 150.00
Assistant	\$ 100.00	\$ 100.00	\$ 100.00
Other: (or attach rate list) _____	N/A		
<b>3) Equipment/Component % Mark-up</b>	<u>15%</u>	<u>15%</u>	<u>15%</u>
<b>4) Other Services % Markup</b>	<u>10%</u>	<u>10%</u>	<u>10%</u>
<b>5) Subcontractor Services % Markup</b>	<u>10%</u>	<u>10%</u>	<u>10%</u>
Cost per Non-emergency Event/FY (see Note 1):	\$ 1,480.00	\$ 1,600.00	\$ 1,720.00
Cost per 12 Non-emergency Events/FY (See Note 1):	\$ 17,760.00	\$ 19,200.00	\$ 20,640.00
Cost per Emergency Event/FY (see Note 1):	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Cost per 5 Emergency Events/FY (See Note 1):	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Contingency per FY (See Note 1):	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00
Cost per FY:	\$ 39,260.00	\$ 40,700.00	\$ 42,140.00
Contract Price Limitation (FY24+FY25+FY26):	\$ 122,100.00		
<b>6) Non-emergency Response Timeframe (calendar days)</b>	<u>2</u>		

Wilson Controls, LLC  
Company Name

**Notes:**

(1) Contract price limitation shall be based upon the sum per fiscal year for 12 non-emergency tasks at the standard rates for a system integrator and assistant at 8 hours each; 5 emergency tasks at the overtime rates for a system integration and assistant at 8 hours each; plus \$10,000 at the highest percent contract mark-up. Hourly rate shall apply to on site time only. Hourly rates shall be all-inclusive costs, including travel, per diem, all federal, state and local taxes, all payroll (direct labor) related costs, general liability, insurance, bonding, worker's compensation, and profit. A contingency added to each fiscal year to cover other, approved billable contract expenses. Contingency shall only be used upon prior approval by the WRBP.

(2) The WRBP shall not accept invoices more frequently than monthly. Each invoice **MUST** contain the dates and location where work is performed. The contractor is to be paid within thirty (30) days of submission of invoice at satisfactory

(3) Approval of this contract does not authorize any expenditure over the price limitation. Contract funding is contingent upon the continued availability of funds.

(4) The state fiscal (FY) year runs from July 1st to June 30th of the following year. FY24 runs from July 1, 2023 to June 30, 2024. FY25 runs from July 1, 2024 to June 30, 2025. FY26 runs from July 1, 2025 to June 30, 2026.

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WILSON CONTROLS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 18, 2012. 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: 671087

Certificate Number: 0006279164



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of July A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular embossed seal.

David M. Scanlan  
Secretary of State



288 CALEF HIGHWAY  
LEE, NH 03861  
617.701.3900: T  
978.517.1321: F

CERTIFICATE OF AUTHORITY

I, Scott Drapeau hereby certify that I am the sole member of  
Wilson Controls, LLC and have  
been the sole member since January 1, 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: Scott Drapeau

Date: 9/1/23

State of New Hampshire, County of Strafford.

On this the 1 day of September 2023, before me Sage Szczechowicz,  
the undersigned officer, personally appeared Scott Drapeau, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within  
instrument and acknowledged that he/she executed the same for the purposes therein  
contained. In witness whereof, I hereunto set my hand and official seal.

Sage Szczechowicz

9/1/23







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/18/2023

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).

<b>PRODUCER License # 0C41366</b> <b>E-COMP, A Division of Granite Insurance Brokers</b> <b>360 Lindbergh Avenue</b> <b>Livermore, CA 94551</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (888) 493-2667</b>	<b>FAX (A/C, No): (888) 738-9097</b>
	<b>E-MAIL ADDRESS: service@goecomp.com</b>	
<b>INSURED</b>  <b>Wilson Controls LLC</b> <b>288 Calef Hwy</b> <b>Lee, NH 03861</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Travelers Property Casualty Company of America</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

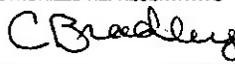
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 BLENDED CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <b>Y</b>	N/A	<b>UB7N555237</b>	<b>11/6/2022</b>	<b>11/6/2023</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The attached forms apply as required per written contract or written agreements between the listed parties and the insured, which are subject to the policy provisions. In the absence of such written contract or written agreement the attached form may not be applicable.

Re: Winnepesaukee River Basin Program, Franklin WWTP, WRBP Intent to Award - SCADA System Maintenance & Repair.

<b>CERTIFICATE HOLDER</b>  <b>The State of New Hampshire</b> <b>Department of Environment Services</b> <b>528 River St.</b> <b>P.O. Box 68</b> <b>Franklin, NH 03235</b>	<b>CANCELLATION</b>  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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