



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

131

MLC

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 18, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Accurate Tree Service, LLC (VC#168163), Hooksett, NH, in an amount up to and not to exceed \$376,000 for tree pruning, removal and stump grinding, with the option to extend for up to two additional years effective upon Governor and Executive Council approval for the period of December 1, 2023, through November 30, 2028.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued a request for bid (RFB) 2810-24 on August 18, 2023, with responses due on August 30, 2023. This RFB reached 230 vendors through the NIGP electronic sourcing platform with an additional 18 vendors sourced directly. There were 5 compliant responses received for this multi-award contract with Accurate Tree Service, LLC submitting competitive pricing for tree pruning, removal and stump grinding services for 3 out of the 10 Counties: Hillsborough, Merrimack, and Rockingham Counties. The remaining 3 counties will be serviced by Northern Tree Service, LLC following approval by the Governor and Executive Council.

Upon approval, this contract with Accurate Tree Service, LLC will allow pruning, tree removal, and stump grinding services within 3 Counties. These services are an integral part of maintaining New Hampshire's forestry and landscape. Not providing these services could lead to dangerous emergencies if the State experiences inclement weather or power outages if overgrowth begins to impact power lines.

The estimated annual spend of \$70,687.50 is based on estimated annual usage verified by data collected from New Hampshire's purchasing reports as well as vendor usage reports. An additional 10% of the estimated annual hours per county was added as an allowance of

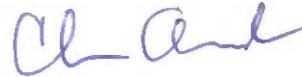
\$22,562.50 for company owned crane use that may be required for various services throughout the contract term. There is a \$44,625.00 term cost avoidance compared to the second lowest response, for the 3 Counties, from one of the incumbent contractors, Northern Tree Service, LLC (Contract #8002792).

Contract financials	
Estimated annual contract spend	\$70,687.50
Estimated contract term spend (5 years)	\$353,437.50
Estimated allowance for company owned crane use	\$22,562.50
Recommended price limitation	\$376,000.00

Approval of this multi-award contract would provide a 6% cost savings over the average expiring contracts with Savatree (Contract #8003029), Northern Tree Service, LLC (Contract #8002792), and Chippers Tree Service (Contract #8002794) for tree pruning, removal, and stump grinding services.

Based on the foregoing, I am respectfully recommending approval of the contract with Accurate Tree Service, LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

Bid Description	Tree Pruning, Removal & Stump Grinding
RFB#	2810-24
Agent Name	Abigail Joy

Est. Annual Hours	County	Product Description	Accurate Tree Service, LLC	
			Hourly Rate	Estimated Annual Rate
10	Hillsborough	Tree Work	\$195.00	\$1,950.00
275	Merrimack	Tree Work	\$195.00	\$53,625.00
65	Rockingham	Tree Work	\$195.00	\$12,675.00
10	Emergency Work		\$243.75	\$2,437.50
N/A	Company Owned Crane Use		\$608.50	
Sub Total			\$70,687.50	

Estimated annual spend	\$70,687.50
Estimated term spend	\$353,437.50
Add allowance for crane use	\$22,562.50
Recommended price limitation	\$376,000.00

Special Notes:	<p>*Building-in 10 hours of emergency work into the price limitation.</p> <p>**Adding an allowance for company owned crane use using 10% of the annual hours per county to calculate the estimated annual rate.</p>
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Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Tree Pruning, Removal & Stump Grinding
RFB#	2810-24
Agent Name	Abigail Joy

Agency	DAS
Requisition#	N/A
Bid Closing	08/30/2023

Est. Annual Hours	County	Product Description	Accurate Tree Service, LLC		Northern Tree Service, LLC		Chippers Tree		Collins Tree Service Inc.		Thomson Timber		Expired Contract	
			Hourly Rate	Estimated Annual Rate	Hourly Rate	Estimated Annual Rate	Hourly Rate	Estimated Annual Rate	Hourly Rate	Estimated Annual Rate	Hourly Rate	Estimated Annual Rate	Hourly Rate	Estimated Annual Rate
95	Belknap	Tree Work		\$0.00	\$220.50	\$20,947.50	\$250.00	\$23,750.00		\$0.00	\$950.00	\$90,250.00	\$140.83	\$13,379.17
65	Carroll	Tree Work		\$0.00	\$220.50	\$14,332.50		\$0.00		\$0.00	\$950.00	\$61,750.00	\$144.17	\$9,370.83
25	Cheshire	Tree Work		\$0.00	\$220.50	\$5,512.50		\$0.00		\$0.00	\$950.00	\$23,750.00	\$212.08	\$5,302.08
65	Coos	Tree Work		\$0.00	\$220.50	\$14,332.50		\$0.00		\$0.00	\$1,200.00	\$78,000.00	\$226.67	\$14,733.33
405	Grafton	Tree Work		\$0.00	\$220.50	\$89,302.50	\$250.00	\$101,250.00		\$0.00	\$800.00	\$324,000.00	\$220.83	\$89,437.50
10	Hillsborough	Tree Work	\$195.00	\$1,950.00	\$220.50	\$2,205.00		\$0.00	\$300.00	\$3,000.00	\$1,200.00	\$12,000.00	\$160.83	\$1,608.33
275	Merrimack	Tree Work	\$195.00	\$53,625.00	\$220.50	\$60,637.50	\$250.00	\$68,750.00	\$300.00	\$82,500.00	\$950.00	\$261,250.00	\$149.17	\$41,020.83
65	Rockingham	Tree Work	\$195.00	\$12,675.00	\$220.50	\$14,332.50		\$0.00	\$300.00	\$19,500.00	\$1,200.00	\$78,000.00	\$140.83	\$9,154.17
10	Strafford	Tree Work		\$0.00	\$220.50	\$2,205.00		\$0.00		\$0.00	\$1,200.00	\$12,000.00	\$140.83	\$1,408.33
85	Sullivan	Tree Work		\$0.00	\$220.50	\$18,742.50	\$250.00	\$21,250.00		\$0.00	\$950.00	\$80,750.00	\$162.08	\$13,777.08
10	Emergency Work		\$243.75	\$2,437.50	\$275.63	\$2,756.30	\$312.50	\$3,125.00	\$375.00	\$3,750.00	\$1,293.75	\$12,937.50	\$169.83	\$1,698.33
N/A	Company Owned Crane Use		\$608.50		\$395.00		\$275.00				\$600.00		\$228.64	\$25,378.64
Sub Total				\$70,687.50		\$245,306.30		\$218,125.00		\$108,750.00		\$1,034,687.50		\$226,268.64

Estimated annual spend	\$238,818.80
Estimated term spend	\$1,194,094.00
Add allowance for crane use	\$55,030.99
Recommended price limitation	\$1,249,125.00

Expiring contract annual	\$253,153.32
Expiring contract term (adjusted)	\$1,265,766.60
Cost Savings	-\$71,672.60
Delta: new vs. expiring	-6.00%



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Recommendation Summary			
Statewide Contract or Amendment	Statewide Contract		
Term of Contract	5 Years		
Price Limitation	\$1,249,125.00		
Number of Solicitations Received	5		
Number of Sourced bidders	18		
Number of NIGP Vendors Sourced	230		
Number of non-responsive bidders	243		
P-37 Checklist Complete	Yes		
D&B Report Attached	Yes		
Method of Payment (P-card/ACH)	P-card/ACH		
FOB Delivered	Yes		
Expiring Contract Price Limitation	\$420,000.00		
Total Cost Savings (\$/%)	-\$71,672.60	-6.00%	Savings

Special Notes:
<p>The expiring contract was a 3-year term. The new contracts will be a 5-year term. The expiring contract term spend has been adjusted for ease of comparison.</p> <p>*No hourly estimate for emergency work is available for the expiring contracts. The new contracts are building-in 10 hours of emergency work into the price limitation. Applying the same for the expiring contracts for comparison purposes.</p> <p>**No hourly estimate for company owned crane use is available for the expiring contracts. The new contracts are adding an allowance for company owned crane use using 10% of the annual hours per county to calculate the estimated annual rate. Applying the same for the expiring contracts for comparison purposes.</p>

24
9/2/23

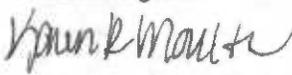
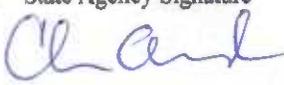
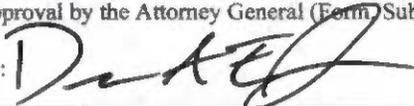
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property</p>		<p>1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301</p>	
<p>1.3 Contractor Name Accurate Tree Service, LLC</p>		<p>1.4 Contractor Address 150 Londonderry Tpk. Hooksett, NH 03106</p>	
<p>1.5 Contractor Phone Number 603-548-9740</p>	<p>1.6 Account Unit and Class Various</p>	<p>1.7 Completion Date November 30, 2028</p>	<p>1.8 Price Limitation \$376,000.00</p>
<p>1.9 Contracting Officer for State Agency Gary Lunetta</p>		<p>1.10 State Agency Telephone Number 603-271-3606</p>	
<p>1.11 Contractor Signature  Date:</p>		<p>1.12 Name and Title of Contractor Signatory Frank Moulton member</p>	
<p>1.13 State Agency Signature  Date: 10/2/23</p>		<p>1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner</p>	
<p>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.16 Approval by the Attorney General (Form Substance and Execution) (if applicable) By:  On: 10/3/23</p>			
<p>1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____</p>			

10/3/53

10/3/53

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 80:7c 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 91A 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

There are no special provisions of this contract.

Page 5

Contractor Initials VHM
Date 9.21.23

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Accurate Tree Service, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Tree Pruning, Removal, and Stump Grinding services in accordance with the bid submission in response to State Request for Bid #2810-24 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2810-24
- f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2810-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT

The term of the contract shall commence on December 1, 2023, or upon approval of the Governor and Executive Council, whichever is later, through November 30, 2028, a period of approximately five (5) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

There shall be three types of services:

Section A: Includes the pruning of trees.

Section B: Includes the complete removal of dead or hazard trees.

Section C: Remove stumps and exposed roots.

SPECIFICATION – SECTION A - TREE PRUNING SERVICE **PRUNING OF TREES – RESOURCES AND STANDARDS**

Pruning of trees shall consist of the following classes of pruning as developed and referenced by the following resources:

- Tree Care Industry Association and follow the current American National Standard for Pruning of ANSI A300 Series of Standards for Tree Care Maintenance Operations. Information may be found at <http://tcia.org/>

Tree Care Industry Association and follow the current American National Standard for Arboricultural Operations” – Safety Requirements: ANSI Z133.1 – Safety Standard. Information may be found at <http://tcia.org/>
- “Pruning Trees near Electric Utility Lines”, available from Shigo and Trees Associates, LLC. Information may be found at www.shigoandtrees.com

A. CLASS 2 PRUNING

Standard pruning shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunk, as well as those inside the leaf area.

B. CLASS 3 PRUNING

Hazard pruning shall consist of the removal of dead, diseased, decayed, and obviously weak branches.

C. CLASS 4 PRUNING

Crown removal reduction pruning shall consist of the reduction of tops, sides, and individual limbs. It involves the removal of a parent limb or dominant leader at the point of attachment of a lateral branch.

With all classes of pruning listed above, all cuts shall be made as close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub.

Topping of trees is prohibited.

The Contractor shall be required to remove all pruned material, saw dust, debris and rake the work area clean.

SPECIFICATION – SECTION B - COMPLETE TREE REMOVAL SERVICE

TREE REMOVAL - COMPLETE

The complete removal of trees shall include the removal of (grinding of the) stumps and all exposed roots to a depth of six (6") inches below the adjacent ground surface. The Contractor shall be required to remove all tree components, ground material wood chips, debris and rake the work area clean.

Whenever an agency has requested stump removal as part of Section B, the Contractor shall not charge separately for stump removal.

SPECIFICATION – SECTION C – STUMP GRINDING SERVICE

STUMP GRINDING

Work to be performed under Section C includes the removal of stumps and all exposed roots from trees that were not removed as work performed under Section B and/or were pre-existing. Stumps shall be ground to a level of six (6") inches below the adjacent existing ground surface. The Contractor shall be required to remove all ground material wood chips, debris and rake the work area clean.

GENERAL REQUIREMENTS FOR ALL SECTIONS:

All work shall include the pickup and proper disposal of all removed wood at the conclusion of each workday. All tree limbs, branches, main trunks, timber, complete tree, or any part thereof as a result of action in Section A or B shall be removed from the work site and properly disposed of by the Contractor. Under no circumstances shall any of the items stated above be left at the work site or moved to any other site at the request of the State agency.

SPECIFICATION – REQUIREMENT OF RENTAL EQUIPMENT

Rental of specialized equipment (personnel lifts, chippers, cranes, etc.) required to complete the scope of work is to be provided by the Contractor. Rental of said equipment shall only be undertaken if the Contractor does not own the equipment needed or the Contractor's owned equipment is committed to work elsewhere at the time of the scheduled work. Costs for any rental equipment may be billed to the State with a maximum of ten percent (10%) markup. A copy of the dated invoice for any rental equipment shall be included with Contractor's invoice package.

SPECIFICATION - WORK SITE - SAFETY, PROCEDURES, CONTROL AND PROTECTION OF TRAFFIC

The Contractor shall adhere to all current OSHA safety standards pertaining to tree maintenance and service and equipment.

The Contractor shall contact "Dig Safe" in advance of any stump grinding, tree removal or other work that may include digging in the earth. The toll-free number for New Hampshire is - 888-DIG-SAFE (344-7233).

The Contractor shall notify all area electrical utilities prior to commencing any pruning and/or other tree maintenance activities in the vicinity of any existing electrical overhead/underground utility services.

The Contractor shall adhere to all state, local and any other jurisdiction safety precautions and procedures.

The Contractor shall adhere, when applicable, to the NH DOT Traffic control sheets numbered TC-1 through TC-8, this information can be found at:

<http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/>

The Contractor shall adhere to the Manual on Uniform Traffic Control Devices (MUTCD), Current Edition.

SPECIFICATION – EQUIPMENT AND CREW STAFFING:

A crew shall include proper staff and management equipped for the scope of work stated herein.

Crew Supervision

At least one experienced and responsible English-speaking foreman shall be on-site at all times during performance of any work, with a crew large enough to carry out all services. The foreman is the Contractor's employee who is fluent in the English language and who leads and/or is responsible for the crew and is the project liaison between the Contractor and the State.

SPECIFICATION - REQUIREMENTS FOR CONTRACTOR PERSONNEL:

All Contractor personnel shall be capable employees thoroughly trained and qualified in the work assigned to them.

Successful Contractor shall have at least one (1) full time employee qualified as a Certified Arborist who shall be certified by the New Hampshire Arborists Association or the International Society of Arboriculture (ISA). Contractor shall provide copies of Arborist Certification documentation upon request.

The Contractor shall provide identification badges to each employee. The badge shall be displayed on the outside of the employee's clothing. The badge shall display the employee's full name and Contractor's name.

The Contractor shall remove from the work crew any of its personnel who are, in the opinion of the State, guilty of improper conduct or who are not qualified or needed to perform the work assigned to them. Examples of improper conduct include, but are not limited to: insobriety, sleeping on the job, insubordination, theft, tardiness or substandard performance. The authorized agency representative may direct that the Contractor replace offending personnel at once.

The authorized agency representative may request the replacement and removal from the work crew any employee who is identified as a potential threat to the health, safety, security, general wellbeing or operational mission of the facility and its population. There shall be no consumption of alcoholic beverages or drugs while on State property or at any time during the workday.

The Contractor's personnel shall observe all regulations in effect at the State agency, including security sign-in/sign-out procedures. While on State property, employees are subject to the control of the State. Under no circumstances will the contractor or its personnel represent themselves as employees of the State.

All Contractor's employees may be subject to such security clearance as required by the State. The Contractor shall be responsible for insuring that employees have legal immigration status to be working in the United States.

SPECIFICATION - WORK SCHEDULES AND WORK HOURS

NORMAL WORK SCHEDULE:

1. The authorized agency representative will notify the Contractor prior to the starting date for the tree trimming or tree removal and or stump removal operation. If contact is not completed with the initial call, a message will be left with the answering party and the Contractor shall return the call within twenty-four (24) hours.
2. At this time the authorized agency representative will designate the work site and assignment to the Contractor who shall then commence work operations at the designated site no later than three (3) State business day thereafter unless an alternative work schedule is agreed to between the Contractor and the authorized agency representative.
3. The Contractor will be required to conduct its operations, unless otherwise approved by the authorized agency representative, on consecutive State business days, until the work is completed.

EMERGENCY (CALL OUT) WORK SCHEDULE

1. On occasion, due either to unnatural or natural causes, a hazardous condition may exist which imposes an extreme potential danger, in the opinion of the authorized agency representative, to life or property, therefore requiring immediate attention. In such cases the authorized agency representative will contact the Contractor clearly stating the service is an emergency. If contact with the Contractor is not completed with the initial call, a message will be left with the answering party and the Contractor shall return the call to the authorized agency representative within fifteen (20) minutes.
2. At this time, the authorized agency representative will define the designated work site and nature of the emergency work to the Contractor who shall then report to the work site to commence work operations within the following time frame:
 - i) Not to exceed five (5) hours for Grafton, Carroll, Belknap, Sullivan, Merrimack, Rockingham, Hillsborough, Strafford, and Cheshire.
 - ii) Not to exceed eight (8) hours for Coos County
3. The Contractor will be paid a minimum of four (4) hours for emergency services.

WORK HOURS

1. Contractor shall report to the job site at the requested time, ready to begin the required scope of work.
2. Contractor will observe official State holidays. All hours the Contractor is required to work on a State holiday will be considered as Sunday or holiday work hours. The following State holidays will be observed:

NEW YEARS DAY	PRESIDENTS DAY
MARTIN LUTHER KING'S DAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	DAY AFTER THANKSGIVING

LABOR DAY	CHRISTMAS DAY
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SUSPENSION OF WORK:

The State reserves the rights to halt, stop, and/or suspend all work immediately if services provided are not performed to the satisfaction of the authorized agency representative.

ADDITIONAL REQUIREMENTS:

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. USAGE REPORTING

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Abigail Joy and sent electronic to Abigail.F.Joy@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Approximate hours spent to complete job
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2810-24, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials,

Page 12

Contractor Initials hm
Date 9.11.15

equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide tree pruning, removal, & stump grinding services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$376,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

COUNTY	SERVICE	HOURLY RATE
HILLSBOROUGH	TREE WORK	\$195.00
MERRIMACK	TREE WORK	\$195.00
ROCKINGHAM	TREE WORK	\$195.00
EMERGENCY WORK		\$243.75
COMPANY OWNED CRANE USE		\$608.50

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

4. PRICE ADJUSTMENTS:

Contract pricing shall remain firm for two years. After two years, on the biannual anniversary date of this contract, the Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm 102, Concord, NH 03301, no less than ninety (90) days prior to the effective date of said price increase.

The biannual increase for any item shall not exceed 5%. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. The State reserves the right to reject any price increase it deems unreasonable.

4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Invoices must list the location of work performed, type of service, whether services were emergency related, and if a company-owned crane was used. Hourly rate for each item shall be listed. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

5. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials KWA
Date 9.24.23

EXHIBIT D

RFB #2810-24 is incorporated herein.

Page 16

Contractor Initials KM
Date 2.21.25

EXHIBIT E

Contractor's bid is incorporated herein.

Page 17

Contractor Initials hlm
Date 9.21.25

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 ACCURATE TREE SERVICE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 24, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 581592

Certificate Number: 0006319315



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of September A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

ACCURATE TREE SERVICE, LLC
UNANIMOUS WRITTEN CONSENT
OF MEMBERS IN LIEU OF MEETING

The undersigned, being all of the members of Accurate Tree Service, LLC, a New Hampshire limited liability company (the "Company"), in accordance with the New Hampshire Revised Limited Liability Company Act, RSA 304-C:1 *et seq.*, agree to waive all notice of the time, place, and purpose of a meeting of the members of the Company, and hereby adopt the following resolutions with the same force and effect as if such resolutions had been adopted at a meeting of members duly called and convened for such purpose on the date set forth below, with a full quorum present and acting throughout:

RESOLVED, that it is in the best interests of the Company to enter into the transactions contemplated by that certain Agreement (the "Agreement") to provide certain tree removal services to the State of New Hampshire upon the terms and conditions set forth therein, said Agreement being awarded to the Company as the result of State of New Hampshire Bid No. 2810-24;

RESOLVED, that the terms and conditions of the Agreement are hereby authorized, accepted, and approved;

RESOLVED, that Karen R. Moulton, in her capacity as a member of the Company, is hereby authorized to execute and deliver the Agreement in the name, and on behalf, of the Company;

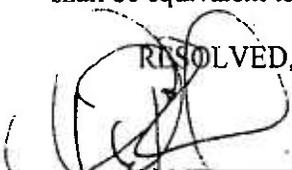
RESOLVED, that Karen R. Moulton, in her capacity as a member of the Company, is hereby authorized to execute and deliver any and all such other agreements, documents, or instruments and to take such other actions as may be necessary to consummate the transactions contemplated by the Agreement;

RESOLVED, that any other actions of Karen R. Moulton in furtherance of the foregoing resolutions, whether taken before or after the adoption or effectiveness of these resolutions, are hereby approved, confirmed, ratified, and adopted;

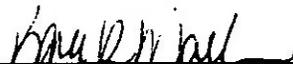
RESOLVED, that these resolutions may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument;

RESOLVED, that a facsimile or portable document format (PDF) signature on these resolutions shall be equivalent to, and have the same force and effect as, an original signature; and

RESOLVED, that the foregoing resolutions shall take effect on September 21, 2023.



David J. Burl, Member



Karen R. Moulton, Member



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/11/2023

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 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 Wieczorek Insurance 166 Concord St. Manchester NH 03104	CONTACT NAME: Michelle Weldon PHONE (A/C No. Ext): (603) 668-3311 FAX (A/C. No): (603) 668-8413 E-MAIL ADDRESS: michelle@wizinsurance.com
	INSURER(S) AFFORDING COVERAGE .NAIC # INSURER A: Acadia Insurance Co 31325 INSURER B: LISIG INSURER C: CHUBB INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 23-24 Basic **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
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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPA5378028	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAA5378029	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED RETENTION \$ 0.00			CUA5378030	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
B	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	per 3A : NH LT0120230017005	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment			0670-91-58	1/1/2023	1/1/2024	Limit 250,000 Deductible 1,000

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

CERTIFICATE HOLDER State of New Hampshire Administrative Services Bureau of Purchase & Property 25 Capitol Street RM 102 Concord, NH 03301	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 Robert Wieczorek/MICH <i>Rg Wiczorek</i>
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STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 8/28/23

Company Name: Accurate Tree Service
Address: 150 Londonderry Tpk
Hooksett NH 03106

To: Point of Contact: Abigail Joy
Telephone: (603)-271-3290
Email: NH.Purchasing@dos.nh.gov

RE: Bid Invitation Name: Tree Pruning, Removal & Stump Grinding
Bid Number: 2810-24
Bid Posted Date (on or by): 08/18/2023
Bid Closing Date and Time: 08/30/2023 @ 11:00 AM (EST)
Dear Abigail Joy,

(Insert name of signor) Johanna Gould, on behalf of Accurate Tree Service (insert name of entity submitting bid (collectively referred to as "Vendor")) hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2810-24 for Tree Pruning, Removal & Stump Grinding at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years; failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature Johanna Gould Authorized Signor's Title Office Manager

Contractor Initials JG
Date 8/28/23

**REQUEST FOR BID FOR TREE PRUNING, REMOVAL & STUMP GRINDING SERVICES FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for Tree Pruning, Removal & Stump Grinding services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and signed page one of the bid invitation.

BID SUBMITTAL:

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by email to Abigail Joy at Abigail.F.Joy@DAS.NH.Gov.

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is:
<https://apps.das.nh.gov/bidscontracts/bids.aspx>.

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

08/18/2023	Bid Solicitation distributed on or by
08/28/2023	Last day for questions, clarifications, and/or requested changes to bid
08/30/2023	11:00 AM (EST) Bid Closing
12/01/2023	Implementation of Contract

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:

The term of the contract shall commence on December 1, 2023, upon approval of the Commissioner of the Department of Administrative Services or upon approval of the Governor and Executive Council, whichever is later, through November 30, 2028, a period of approximately five (5) years.

The contract may be extended for up to an additional two years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.

CONTRACT AWARD:

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost per county. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s).

The State intends to award up to and no more than three contracts for tree removal, pruning and stump grinding services.

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

Contractor Initials JK
Date 8/28/23

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

LIABILITY:

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide **a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential."** Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. **Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.**

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

PRICE ADJUSTMENTS:

Bid prices shall remain firm for two years and after may be adjusted biannually and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Requests for price increases must be received in writing at the Department of Administrative Services a minimum of 90 calendar days prior to the proposed effective date. Vendor(s) must submit written justification for requested price increases. The biannual increase for any service shall not exceed 5%.

Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "If there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade.

Updated Published Price List MUST be e-mailed to Abigail.F.Joy@DAS.NH.Gov

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Bureau of Procurement Services, Abigail Joy and sent electronic to Abigail.F.Joy@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Amount of hours spent for each project.
- County where service was performed.
- In Excel format

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501 c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT:

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>** Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:

Invoices shall be submitted to the corresponding State agency after completion of work.

TERMS OF PAYMENT:

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>.

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly

Contractor Initials *JU*
Date 8/28/22

incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATIONS:

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SCOPE OF SERVICES:

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

There shall be three types of services:

Section A: Includes the pruning of trees.

Section B: Includes the complete removal of dead or hazard trees.

Section C: Remove stumps and exposed roots.

SPECIFICATION – SECTION A - TREE PRUNING SERVICE

PRUNING OF TREES – RESOURCES AND STANDARDS

Pruning of trees shall consist of the following classes of pruning as developed and referenced by the following resources:

- Tree Care Industry Association and follow the current American National Standard for Pruning of ANSI A300 Series of Standards for Tree Care Maintenance Operations. Information may be found at <http://tcia.org/>
- Tree Care Industry Association and follow the current American National Standard for Arboricultural Operations" – Safety Requirements: ANSI Z133.1 – Safety Standard. Information may be found at <http://tcia.org/>
- "Pruning Trees near Electric Utility Lines", available from Shigo and Trees Associates, LLC. Information may be found at www.shigoandtrees.com

A. CLASS 2 PRUNING

Standard pruning shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunk, as well as those inside the leaf area.

B. CLASS 3 PRUNING

Hazard pruning shall consist of the removal of dead, diseased, decayed, and obviously weak branches.

C. CLASS 4 PRUNING

Crown removal reduction pruning shall consist of the reduction of tops, sides, and individual limbs. It involves the removal of a parent limb or dominant leader at the point of attachment of a lateral branch.

With all classes of pruning listed above, all cuts shall be made as close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub.

Topping of trees is prohibited.

The Vendor shall be required to remove all pruned material, saw dust, debris and rake the work area clean.

SPECIFICATION – SECTION B - COMPLETE TREE REMOVAL SERVICE

TREE REMOVAL - COMPLETE

The complete removal of trees shall include the removal of (grinding of the) stumps and all exposed roots to a depth of six (6") inches below the adjacent ground surface. The Vendor shall be required to remove all tree components, ground material wood chips, debris and rake the work area clean.

Whenever an agency has requested stump removal as part of Section B, the Vendor shall not charge separately for stump removal.

SPECIFICATION – SECTION C – STUMP GRINDING SERVICE

STUMP GRINDING

Work to be performed under Section C includes the removal of stumps and all exposed roots from trees that were not removed as work performed under Section B and/or were pre-existing. Stumps shall be ground to a level of six (6") inches below the adjacent existing ground surface. The Vendor shall be required to remove all ground material wood chips, debris and rake the work area clean.

GENERAL REQUIREMENTS FOR ALL SECTIONS:

All work shall include the pickup and proper disposal of all removed wood at the conclusion of each workday. All tree limbs, branches, main trunks, timber, complete tree, or any part thereof as a result of action in Section A or B shall be removed from the work site and properly disposed of by the Vendor. Under no circumstances shall any of the items stated above be left at the work site or moved to any other site at the request of the State agency.

SPECIFICATION – REQUIREMENT OF RENTAL EQUIPMENT

Rental of specialized equipment (personnel lifts, chippers, cranes, etc.) required to complete the scope of work is to be provided by the Vendor. Rental of said equipment shall only be undertaken if the Vendor does not own the equipment needed or the Vendor's owned equipment is committed to work elsewhere at the time of the scheduled work. Costs for any rental equipment may be billed to the State with a maximum of ten percent (10%) markup. A copy of the dated invoice for any rental equipment shall be included with Vendor's invoice package.

SPECIFICATION - WORK SITE - SAFETY, PROCEDURES, CONTROL AND PROTECTION OF TRAFFIC

The Vendor shall adhere to all current OSHA safety standards pertaining to tree maintenance and service and equipment.

The Vendor shall contact "Dig Safe" in advance of any stump grinding, tree removal or other work that may include digging in the earth. The toll-free number for New Hampshire is - 888-DIG-SAFE (344-7233).

The Vendor shall notify all area electrical utilities prior to commencing any pruning and/or other tree maintenance activities in the vicinity of any existing electrical overhead/underground utility services.

The Vendor shall adhere to all state, local and any other jurisdiction safety precautions and procedures.

The Vendor shall adhere, when applicable, to the NH DOT Traffic control sheets numbered TC-1 through TC-8, this information can be found at:

<http://www.nh.gov/dot/org/projectdevelopment/highwaydesign/standardplans/>

The Vendor shall adhere to the Manual on Uniform Traffic Control Devices (MUTCD), Current Edition.

SPECIFICATION - EQUIPMENT AND CREW STAFFING:

A crew shall include proper staff and management equipped for the scope of work stated herein.

Crew Supervision

At least one experienced and responsible English-speaking foreman shall be on-site at all times during performance of any work, with a crew large enough to carry out all services. The foreman is the Vendor's employee who is fluent in the English language and who leads and/or is responsible for the crew and is the project liaison between the Vendor and the State.

SPECIFICATION - REQUIREMENTS FOR VENDOR PERSONNEL:

All Vendor personnel shall be capable employees thoroughly trained and qualified in the work assigned to them.

Successful Vendor shall have at least one (1) full time employee qualified as a Certified Arborist who shall be certified by the New Hampshire Arborists Association or the International Society of Arboriculture (ISA). Vendor shall provide copies of Arborist Certification documentation upon request.

The Vendor shall provide identification badges to each employee. The badge shall be displayed on the outside of the employee's clothing. The badge shall display the employee's full name and Vendor's name.

The Vendor shall remove from the work crew any of its personnel who are, in the opinion of the State, guilty of improper conduct or who are not qualified or needed to perform the work assigned to them. Examples of improper conduct include, but are not limited to: insobriety, sleeping on the job, insubordination, theft, tardiness or substandard performance. The authorized agency representative may direct that the Vendor replace offending personnel at once.

The authorized agency representative may request the replacement and removal from the work crew any employee who is identified as a potential threat to the health, safety, security, general wellbeing or operational mission of the facility and its population. There shall be no consumption of alcoholic beverages or drugs while on State property or at any time during the workday.

The Vendor's personnel shall observe all regulations in effect at the State agency, including security sign-in/sign-out procedures. While on State property, employees are subject to the control of the State. Under no circumstances will the contractor or its personnel represent themselves as employees of the State.

All Vendor's employees may be subject to such security clearance as required by the State. The Vendor shall be responsible for insuring that employees have legal immigration status to be working in the United States.

SPECIFICATION - WORK SCHEDULES AND WORK HOURS

NORMAL WORK SCHEDULE:

1. The authorized agency representative will notify the Vendor prior to the starting date for the tree trimming or tree removal and or stump removal operation. If contact is not completed with the initial call, a message will be left with the answering party and the Vendor shall return the call within twenty-four (24) hours.
2. At this time the authorized agency representative will designate the work site and assignment to the Vendor who shall then commence work operations at the designated site no later than three (3) State business day thereafter unless an alternative work schedule is agreed to between the Vendor and the authorized agency representative.
3. The Vendor will be required to conduct its operations, unless otherwise approved by the authorized agency representative, on consecutive State business days, until the work is completed.

EMERGENCY (CALL OUT) WORK SCHEDULE

1. On occasion, due either to unnatural or natural causes, a hazardous condition may exist which imposes an extreme potential danger, in the opinion of the authorized agency representative, to life or property, therefore requiring immediate attention. In such cases the authorized agency representative will contact the Vendor clearly stating the service is an emergency. If contact with the Vendor is not completed with the initial call, a message will be left with the answering party and the Vendor shall return the call to the authorized agency representative within fifteen (20) minutes.
2. At this time, the authorized agency representative will define the designated work site and nature of the emergency work to the Vendor who shall then report to the work site to commence work operations within the following time frame:
 - i). Not to exceed five (5) hours for Grafton, Carroll, Belknap, Sullivan, Merrimack, Rockingham, Hillsborough, Strafford, and Cheshire.
 - ii) Not to exceed eight (8) hours for Coos County
3. The Vendor will be paid a minimum of four (4) hours for emergency services.

WORK HOURS

1. Vendor shall report to the job site at the requested time, ready to begin the required scope of work.
2. Vendor will observe official State holidays. All hours the Vendor is required to work on a State holiday will be considered as Sunday or holiday work hours. The following State holidays will be observed:

NEW YEARS DAY	PRESIDENTS DAY
MARTIN LUTHER KING'S DAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	DAY AFTER THANKSGIVING
LABOR DAY	CHRISTMAS DAY

SUSPENSION OF WORK:

The State reserves the rights to halt, stop, and/or suspend all work immediately if services provided are not performed to the satisfaction of the authorized agency representative.

ADDITIONAL REQUIREMENTS:

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

Contractor Initials JB
Date 8/28/22

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment, or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

WARRANTY REQUIREMENTS:

The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The successful Vendor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

ATTACHMENT 1

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> 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.

DELETE THIS PAGE PRIOR TO BEING SENT FOR POSTING (post information in body of email for posting)

- Check all formatting & grammar of document
- Use CHECKLIST through entire process of contract from bid to award. Checklist can be found: S/Purchasing/Files for Entire Bureau/Contract Management/Contract Audit/AUDIT CHECKLIST.exl

INSTRUCTION SHEET FOR BID INVITATION PREPARATION

Bid Invitation Saved As: Agent/RFB/Bid XX-23

Bid Invitation Closing: X/X/2023 @ 11:00 AM

NIGP CODE: XXX-00 or *

Please also include the following email addresses:

Only include vendors NOT in data base (LBI Report) and be sure to make sure the suggested vendor the agency provided is in the database or listed here.

Attachement B: Offer Section to RFB 2810-24 for Tree Pruning, Removal & Stump Grinding

* For rental of any equipment not listed on the offer sheet please see SPECIFICATION - REQUIREMENT OF RENTAL EQUIPMENT on page 9 of the bid document.

VENDORS ARE ONLY TO INPUT PRICING IN THE HIGHLIGHTED YELLOW SECTIONS

DESCRIPTION	Belknap PRICE: \$ / HR	Carroll PRICE: \$ / HR	Cheshire PRICE: \$ / HR	Cook PRICE: \$ / HR	Grafton PRICE: \$ / HR	Hillsborough PRICE: \$ / HR	Merrimack PRICE: \$ / HR	Rockingham PRICE: \$ / HR	Strafford PRICE: \$ / HR	Sullivan PRICE: \$ / HR
Sections A, B, & C						\$195.00	\$195.00	\$195.00		
Emergency Hourly rate 125% hourly rate (not to exceed)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$243.75	\$243.75	\$243.75	\$0.00	\$0.00
Estimated Hours annually per county	95	65	25	65	405	10	275	65	10	85
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,950.00	\$53,625.00	\$12,675.00	\$0.00	\$0.00

DESCRIPTION	PRICE: \$ / HR									
Company Owned 40-60 Ton Crane use						\$608.50	\$608.50	\$608.50		



BUSINESS NAME/ADDRESS LOCATION

Legal Entity Name: Accurate Tree Service, LLC

Doing Business As Name: Accurate Tree Service, LLC

Payment Address: 150 Londonderry Tpk

City/Town: HOOKSETT STATE: NH ZIP: 03106 COUNTRY: USA

Business Address: 150 Londonderry Tpk

City/Town: HOOKSETT STATE: NH ZIP: 03106 COUNTRY: USA

Telephone #: 603-235-6799 Cell Phone #: 603-235-6799 FAX #: 603-232-2607

Contact Person: _____ Website: accuratetree.com E-Mail (Main Office): accuratetreeservice@gmail.com

Electronic Payment Option: Please contact Treasury at ACHProcessing@treasury.nh.gov or visit their website at Department of Treasury for further information on this option. Registration as a vendor must be completed prior to contacting.

TYPE OF BUSINESS
(Note: Registration with the NH Secretary of State **MUST** be done prior to the awarding of any contracts) Secretary of State Corporate Division Registration (603) 271-3244

Registered with NH Secretary of State? YES NO

Select the appropriate designations for your Entity:

Minority Institutions	<input type="checkbox"/>	Minority Owned Large Business	<input type="checkbox"/>	Minority Owned Small Business	<input type="checkbox"/>
Disabled Veteran Business	<input type="checkbox"/>	Svs Disabled Veteran Owned	<input type="checkbox"/>	Veteran Owned Small Business	<input type="checkbox"/>
Physically Challenged Bus	<input type="checkbox"/>	SBA Cen Fin Disadvantaged Bus	<input type="checkbox"/>	SBA Cert Hist Underutilized Bus	<input type="checkbox"/>
Historically Black Colleges	<input type="checkbox"/>	Women Owned Sm Bus	<input checked="" type="checkbox"/>	Women Owned Large Businesses	<input type="checkbox"/>
Small Business	<input type="checkbox"/>	SBA Cert Sm Disadvantaged Bus	<input type="checkbox"/>		

SIGNATURE BLOCK

I certify the above information to be correct and grant authorization to the State of New Hampshire to investigate any and all facts contained therein, including facility visitation.

Name and Title (print or type): Johanna Gould Office Manager

Signature: Johanna Gould Date: 8/15/23

RETURN ADDRESS

(Phone) 603-271-2201
(Fax) 603-271-2700
prch.web@das.nh.gov
<http://das.nh.gov/purchasing>

DIVISION OF PROCUREMENT & SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX, ROOM 102
25 CAPITOL STREET
CONCORD NH 03301-6398