



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 100  
Concord, New Hampshire 03301  
(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

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Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

March 27, 2024

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 Pest-End Inc. (VC#161559), Methuen MA, in an amount up to and not to exceed \$297,960.00 for pest and wildlife control with the option to renew for up to two additional years effective upon Governor and Executive Council approval through March 31, 2027.

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) 2840-24 on October 16, 2023 with responses due on November 29, 2023. This RFB reached 35 vendors through the NIGP electronic sourcing platform with an additional 31 directly sourced. There were 4 compliant responses; Pest-End Inc. submitted competitive pricing for 41 of the 201 State of New Hampshire locations. It is the intent of the department to award multiple contracts in order to provide access to pest and wildlife control at competitive prices statewide.

The following table represents the recommended contract awards resulting from RFB 2840-24:

Contractor Name
Pest-End Inc.
The Eliminator Pest Control Inc.
Eco Systems Pest Control, Inc.
Dependable Pest Solutions Inc.

Upon approval, Pest-End Inc. will provide routine pest control at the 85 awarded locations as well as offer per occurrence services at fixed hourly rates to all agencies within awarded counties to maintain the State's ongoing need for any pest control services throughout the State of New Hampshire. This

requested contract will allow for cost effective and efficient sourcing of services by location proximity and service availability.

The following table represents State Counties which per occurrence services are available:

Counties Serviced
Hillsborough
Rockingham
Strafford
Sullivan

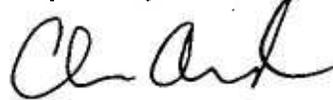
The requested price limitation for this contract is \$297,960.00; and is inclusive of anticipated State approved pest control needs. The recommended price limitation also includes and allowance for per occurrence needs that may arise throughout the contract term.

This contract, upon approval, will provide all State agencies the ability to obtain multiple quotes for pest control as necessary, while achieving local and competitive product pricing.

Contract financials	
Estimated term spend (3 year)	\$229,200.00
Allowance for balance of product line & per occurrence services	\$68,760.00
Recommended price limitation	\$297,960.00

Based on the foregoing, I am respectfully recommending approval of the contract with Pest-End Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property  
RFB Summary

Gary S. Lunetta  
Director  
(603) 271-2201

Bid Description	Pest & Wildlife Control	Agency	Statewide
RFB #	2840-24		
Agent Name	Liz Moskolenko	Bid Closing	11/29/2023

Contractor Name	Individual Locations Section 2 Bid/Awarded	Estimated Contract Spend per Section Individual Locations	Allowance for balance of product and per occurrence service	Recommended Price Limitation
Dependable Pest Solutions Inc.	19	\$54,120.00	\$16,236.00	\$70,356.00
Eco Systems Pest Control, Inc.	12	\$75,900.00	\$22,770.00	\$98,670.00
Pest End, Inc.	41	\$229,200.00	\$68,760.00	\$297,960.00
The Eliminator Pest Control, Inc.	129	\$316,068.00	\$94,820.40	\$410,888.40

Special Notes for Pest & Wildlife Contracts:	The multi-awarded service contract for over 200+ State locations will provide agencies the ability to obtain, quotes for both pest & wildlife controls. Agencies are able to establish contract relationships with awarded contractor for individual locations who are equipped to cover noted agencies/locations immediate needs and if a steady frequency of service is not required, section 1 permits all bids be awarded per contractor and applicable county via the RFQ process.
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Division of Procurement Support Services  
Bureau of Purchase Property  
RFB Summary

Gary S. Lunetta  
Director  
(603) 271-2201

Pest-End, Inc. #161559 - 15 Pelham Street, Methuen, MA, 01844

Section One: Non-Regularly Serviced Locations					
Hillsborough County		Year One Rate	Year Two Rate	Year Three Rate	
Rodent Control	Hourly Rate	\$250.00	\$250.00	\$250.00	
Bedbug Treatment	Hourly Rate	\$300.00	\$300.00	\$300.00	
Pest Control	Hourly Rate	\$175.00	\$175.00	\$175.00	
Termite Control	Per Linear Foot	\$15.00	\$15.00	\$15.00	
Follow-Up Service Fee	Hourly Rate	\$150.00	\$150.00	\$150.00	
Exclusion Service	Hourly Rate	\$250.00	\$250.00	\$250.00	
Perimeter Spray	Per Linear Foot	\$1.00	\$1.00	\$1.00	
After Hours Service	Hourly Rate	\$275.00	\$275.00	\$275.00	
Emergency Service Treatment	Hourly Rate	\$275.00	\$275.00	\$275.00	
Annual **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$200.00	\$200.00	\$200.00	

Rockingham County					
		Year One Rate	Year Two Rate	Year Three Rate	
Rodent Control	Hourly Rate	\$250.00	\$250.00	\$250.00	
Bedbug Treatment	Hourly Rate	\$300.00	\$300.00	\$300.00	
Pest Control	Hourly Rate	\$175.00	\$175.00	\$175.00	
Termite Control	Per Linear Foot	\$15.00	\$15.00	\$15.00	
Follow-Up Service Fee	Hourly Rate	\$150.00	\$150.00	\$150.00	
Exclusion Service	Hourly Rate	\$250.00	\$250.00	\$250.00	
Perimeter Spray	Per Linear Foot	\$1.00	\$1.00	\$1.00	
After Hours Service	Hourly Rate	\$275.00	\$275.00	\$275.00	
Emergency Service Treatment	Hourly Rate	\$275.00	\$275.00	\$275.00	
Annual **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$200.00	\$200.00	\$200.00	

Strafford County					
		Year One Rate	Year Two Rate	Year Three Rate	
Rodent Control	Hourly Rate	\$250.00	\$250.00	\$250.00	
Bedbug Treatment	Hourly Rate	\$300.00	\$300.00	\$300.00	
Pest Control	Hourly Rate	\$175.00	\$175.00	\$175.00	
Termite Control	Per Linear Foot	\$15.00	\$15.00	\$15.00	
Follow-Up Service Fee	Hourly Rate	\$150.00	\$150.00	\$150.00	
Exclusion Service	Hourly Rate	\$250.00	\$250.00	\$250.00	
Perimeter Spray	Per Linear Foot	\$1.00	\$1.00	\$1.00	
After Hours Service	Hourly Rate	\$275.00	\$275.00	\$275.00	
Emergency Service Treatment	Hourly Rate	\$275.00	\$275.00	\$275.00	
Annual **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$200.00	\$200.00	\$200.00	

Sullivan County					
		Year One Rate	Year Two Rate	Year Three Rate	
Rodent Control	Hourly Rate	\$250.00	\$250.00	\$250.00	
Bedbug Treatment	Hourly Rate	\$300.00	\$300.00	\$300.00	
Pest Control	Hourly Rate	\$175.00	\$175.00	\$175.00	
Termite Control	Per Linear Foot	\$15.00	\$15.00	\$15.00	
Follow-Up Service Fee	Hourly Rate	\$150.00	\$150.00	\$150.00	
Exclusion Service	Hourly Rate	\$250.00	\$250.00	\$250.00	
Perimeter Spray	Per Linear Foot	\$1.00	\$1.00	\$1.00	
After Hours Service	Hourly Rate	\$275.00	\$275.00	\$275.00	
Emergency Service Treatment	Hourly Rate	\$275.00	\$275.00	\$275.00	
Annual **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$200.00	\$200.00	\$200.00	

Hourly Fixed Rates	Rate	Category	Region	Pest-End, Inc.
First Hour	Hourly Rate	Bats	A, B, C1, C2, D1	\$500.00
Additional Hours	Hourly Rate			\$100.00
First Hour	Hourly Rate	Squirrels	A, B, C1, C2, D1	\$500.00
Additional Hours	Hourly Rate			\$250.00
First Hour	Hourly Rate	Groundhog	A, B, C1, C2, D1	\$400.00
Additional Hours	Hourly Rate			\$250.00

Section Two: Pest Control - Individual Location						
Facility	Sq. Foot	Frequency/Service Type	Year One	Year Two	Year Three	Extended By Service Total
<b>New Hampshire Bureau of Courts</b>						
Bureau of Courts - Hillsborough County Superior South 30 Spring St., Nashua, NH	86,000	Monthly Service Fee	\$2,000.00	\$2,000.00	\$2,000.00	
		Annual Totals	\$2,400.00	\$2,400.00	\$2,400.00	\$7,200.00
Bureau of Courts - Hillsborough Superior Court - North 300 Chestnut St., Manchester NH	87,000	Monthly Service Fee	\$2,000.00	\$2,000.00	\$2,000.00	
		Annual Totals	\$2,400.00	\$2,400.00	\$2,400.00	\$7,200.00
<b>New Hampshire Department of Administrative Services - CFB &amp; Bureau Purchase &amp; Property</b>						
NHIDAS Records Management & Archives (SOS) (Leon Anderson Building) 9 Ratification Way, Concord NH	101,000	Monthly Service Fee	\$200.00	\$200.00	\$200.00	
		Annual Totals	\$2,400.00	\$2,400.00	\$2,400.00	\$7,200.00
<b>New Hampshire Department of Business &amp; Economic Affairs</b>						
NH DBEA NH Welcome Center - Springfield 149 Northbound MM 39, Springfield NH	6,550	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHDBEA NH Welcome Center - Sutton 189 Southbound MM 26, Sutton NH	144	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>New Hampshire Department of Health &amp; Human Services</b>						
NH DHHS Hampstead Hospital 218 East Rd, Hampstead NH	8,300	Monthly Service Fee	\$175.00	\$175.00	\$175.00	
		Annual Totals	\$2,100.00	\$2,100.00	\$2,100.00	\$6,300.00
NH DHHS - John Sununu Center 1056 North River Rd, Manchester NH	144,000	Bi-Weekly Service Fee	\$150.00	\$150.00	\$150.00	
		Annual Totals	\$3,900.00	\$3,900.00	\$3,900.00	\$11,700.00
<b>New Hampshire Veterans Home</b>						
NH DIMS Veterans Home 139 Winter St, Tilton	375,000	Monthly Service Fee	\$275.00	\$275.00	\$275.00	
		Annual Totals	\$3,300.00	\$3,300.00	\$3,300.00	\$9,900.00
<b>New Hampshire Department of Safety (NH State Police, Emergency Services, Fire Standards &amp; Training, Police Standards &amp; Training)</b>						
NH BOS - State Police Troop C 15 Ash Hook Ct, Keene NH	4,030	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NH DOS - NHSP 1-93 Weigh Stations 193 (North & South Bound) Windham/Derry	1,000	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>New Hampshire Department of Transportation - Turnpikes</b>						
NH DOT Turnpikes - DMVEZ Pass Building 110 Brd St, Nashua NH	7,700	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NH DOT Turnpikes Bedford NH Toll	8,400	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NH DOT Turnpikes Seabrook Rest Area, I-95 Northbound, Mile Marker 2	6,700	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>New Hampshire Employment Security</b>						
NHES Claremont 404 Washington St, Claremont	5,300	Quarterly Service Fee	\$250.00	\$250.00	\$250.00	
		Annual Totals	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
NHES Keene 149 Emerald St, Suite Y Keene	4,960	Quarterly Service Fee	\$250.00	\$250.00	\$250.00	
		Annual Totals	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
NHES Manchester 300 Hanover St, Manchester	9,865	Quarterly Service Fee	\$250.00	\$250.00	\$250.00	
		Annual Totals	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
NHES Nashua 6 Townsend W, Nashua, NH	1,200	Quarterly Service Fee	\$250.00	\$250.00	\$250.00	
		Annual Totals	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
NHES Salem 29 S Broadway, Salem, NH	5,504	Quarterly Service Fee	\$250.00	\$250.00	\$250.00	
		Annual Totals	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
<b>New Hampshire Liquor Commission</b>						
NHLC Liquor Commission, Headquarters 50 Stora St, Concord, NH	27,513	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHLC Liquor Store #2 100B Route 9, West Chesterfield NH	10,000	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHLC Liquor Store #8 367 Washington St, Claremont NH, Claremont Market Place	10,749	Monthly Service Fee	\$200.00	\$200.00	\$200.00	
		Annual Totals	\$2,400.00	\$2,400.00	\$2,400.00	\$7,200.00
NHLC Liquor Store #10 68 Elm St, Manchester NH	12,000	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHLC Liquor Store #15 8 Ashbrook Court, Keene NH	10,000	Monthly Service Fee	\$175.00	\$175.00	\$175.00	
		Annual Totals	\$2,100.00	\$2,100.00	\$2,100.00	\$6,300.00



Division of Procurement Support Services  
Bureau of Purchase Property  
RFB Summary

Gary S. Lunetta  
Director  
(603) 271-2201

First Hour	Hourly Rate	Moles	A, B, C1, C2, D1	\$400.00
Additional Hours	Hourly Rate			\$250.00
First Hour	Hourly Rate	Voles	A, B, C1, C2, D1	\$400.00
Additional Hours	Hourly Rate			\$250.00
First Hour	Hourly Rate	Possum	A, B, C1, C2, D1	\$400.00
Additional Hours	Hourly Rate			\$250.00
First Hour	Hourly Rate	Skunk	A, B, C1, C2, D1	\$400.00
Additional Hours	Hourly Rate			\$250.00
First Hour	Hourly Rate	Raccoon	A, B, C1, C2, D1	\$400.00
Additional Hours	Hourly Rate			\$250.00
First Hour	Hourly Rate	Fox	D1	\$400.00
Additional Hours	Hourly Rate			\$250.00
First Hour	Hourly Rate	Coyote	D1	\$400.00
Additional Hours	Hourly Rate			\$250.00
First Hour	Hourly Rate	Beaver	D1	\$400.00
Additional Hours	Hourly Rate			\$250.00
First Hour	Hourly Rate	Porcupine	D1	\$400.00
Additional Hours	Hourly Rate			\$250.00
First Hour	Hourly Rate	Fur-bearers (other)		\$400.00
Additional Hours	Hourly Rate			\$250.00

Project # 00-10-0000000000	\$229,200.00
Addition for balance of product & non regularly service locations	\$68,760.00
Recommended Contract Price Limitation	\$297,960.00

**Special Notes for Pest & Wildlife Control in Total:**  
Upon approval, Pest End will provide routine pest control at the \$5 awarded locations as well as offer per occurrence services at fixed hourly rates to all agencies within awarded counties to maintain the State's ongoing need for any pest control services throughout the State of New Hampshire. This requested contract will allow for cost effective and efficient sourcing of services by location proximity and service availability.

NHLC Liquor Store #20		Monthly Service Fee	\$150.00	\$150.00	\$150.00	
19 Manchester Rd, Derry NH	9387	Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHLC Liquor Store #21		Monthly Service Fee	\$150.00	\$150.00	\$150.00	
19 Wilson Rd Suite, Peterborough NH	9,458	Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHLC Liquor Store #22		Monthly Service Fee	\$150.00	\$150.00	\$150.00	
44A Route 13, Brookline NH	4,990	Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHLC Liquor Store #30		Monthly Service Fee	\$150.00	\$150.00	\$150.00	
21 Jones Rd, Unit 6, Milford NH	7,352	Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHLC Liquor Store #31		Monthly Service Fee	\$175.00	\$175.00	\$175.00	
850 Gold St, Manchester NH	12,955	Annual Totals	\$2,100.00	\$2,100.00	\$2,100.00	\$6,300.00
NHLC Liquor Store #32		Monthly Service Fee	\$150.00	\$150.00	\$150.00	
40 Northwest Blvd, Nashua NH, West Side Plaza	9,610	Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHLC Liquor Store #32.1		Monthly Service Fee	\$150.00	\$150.00	\$150.00	
2 Northwest Blvd, Nashua NH, West Side Plaza	9,610	Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHLC Liquor Store #33		Monthly Service Fee	\$175.00	\$175.00	\$175.00	
1100 Bicentennial Dr, Manchester NH, Northside Plaza	11,400	Annual Totals	\$2,100.00	\$2,100.00	\$2,100.00	\$6,300.00
NHLC Liquor Store #34		Monthly Service Fee	\$175.00	\$175.00	\$175.00	
92 Cliff Crossing #4, Salem NH, Rockingham Mall	24,725	Annual Totals	\$2,100.00	\$2,100.00	\$2,100.00	\$6,300.00
NHLC Liquor Store #35		Monthly Service Fee	\$150.00	\$150.00	\$150.00	
15 Amrim Rd, Suite 1, Hillsborough NH	4,203	Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHLC Liquor Store #40		Monthly Service Fee	\$150.00	\$150.00	\$150.00	
32 Anea Plaza Ln, Unit 2, Walpole NH	2,980	Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHLC Liquor Store #49		Monthly Service Fee	\$150.00	\$150.00	\$150.00	
32 Plainstow Rd, Unit 2A Plainstow NH, Market Basket Plaza	10,664	Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHLC Liquor Store #50		Monthly Service Fee	\$175.00	\$175.00	\$175.00	
294 Daniel Webster Highway, Nashua NH Willow Springs Plaza	33,024	Annual Totals	\$2,100.00	\$2,100.00	\$2,100.00	\$6,300.00
NHLC Liquor Store #61		Monthly Service Fee	\$150.00	\$150.00	\$150.00	
137 Rockingham Rd, Imot C, Londonderry NH	9,000	Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHLC Liquor Store #62		Monthly Service Fee	\$150.00	\$150.00	\$150.00	
11 Freedom Rd, Rte. 27, Raymond NH	4,800	Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
NHLC Liquor Store #74		Monthly Service Fee	\$175.00	\$175.00	\$175.00	
5 Garden Lane, Londonderry NH	15,000	Annual Totals	\$2,100.00	\$2,100.00	\$2,100.00	\$6,300.00
NHLC Liquor Store #77		Monthly Service Fee	\$175.00	\$175.00	\$175.00	
493 US Route 202, Rindge NH		Annual Totals	\$2,100.00	\$2,100.00	\$2,100.00	\$6,300.00
<b>Three Year Total Agency Spend:</b>						<b>\$229,200.00</b>

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Pest-End Inc.		1.4 Contractor Address 15 Pelham Street, Methuen, MA	
1.5 Contractor Phone Number 800-287-4321	1.6 Account Unit and Class Various	1.7 Completion Date 3/31/2027	1.8 Price Limitation \$297,960.00
1.9 Contracting Officer for State Agency Liz Moskalenko		1.10 State Agency Telephone Number 603-271-3122	
1.11 Contractor Signature <i>Kelly McDonough</i> Date: 2/21/23		1.12 Name and Title of Contractor Signatory Kelly McDonough/ Business Development	
1.13 State Agency Signature <i>Charles M. Arlinghaus</i> Date: 2/22/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: March 11, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials KM

Date 2/21/24 type text h

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

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

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

## EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

## EXHIBIT B - SCOPE OF SERVICES

### 1. INTRODUCTION:

Pest-End Inc. (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 Pest-End Inc. Services in accordance with the bid submission in response to State Request for Bid 2840-24 and as described herein.

### 2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2840-24
- 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 2840-24," and (5) EXHIBIT E "Contractor's Bid Response."

### 3. TERM OF CONTRACT:

The term of the contract shall commence April 1, 2024 or upon execution by Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of approximately three (3) 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 Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

### 4. SCOPE OF WORK:

#### PEST CONTROL EXCLUSIVELY

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

Full pest management services are to be rendered by the Vendor covering the actual performance of insect and rodent management work for interiors and exteriors of facilities in accordance with the items that follow. Special additional requirements apply to the Department of Corrections, Glenclyff Home, NH Veteran's Home, and NH Hospital, see specifications herein.

The Vendor shall provide a licensed New Hampshire pest control personnel to perform the services described herein.

The phrase *complete complex service*, as used in this bid, is defined as the control of any infestation, both prevention and control, to be carried out in all parts of the building complex including, but not limited to, all alleyways, trailers, garages, kitchens, kitchenettes, janitor closets, restrooms, storage areas, and building exteriors.

The term *pest management*, as used in this bid, is defined as the eradication of existing infestations using the newest integrated pest management ("IPM") techniques. The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human environmental exposure to pesticides.

The phrase *preventative pest management*, as used in this bid, is defined as the act of preventative measures within practical limits using the newest IPM techniques.

Prior to initiation of service, the Vendor shall submit to the agency, an IPM Plan for each building or site which will be approved by the agency contact. The Vendor shall be on site to initiate service within an agreed upon number of working days following notice of approval. If the IPM Plan is incomplete or disapproved, the Vendor shall have an agreed upon number of working days to submit revisions.

1. Problems and potential problems for each location;
2. Recommended integrated pest management preventive measures;
3. Recommended integrated pest management resolutions;
4. Rate and time of application;
5. Any indication of any other pertinent information relation to pest management; and
6. Vendor shall inspect each site location within the first month and will establish a schedule consultation with the agency contact for providing the required services. The schedule shall be adhered to throughout the life of the contract unless changed by agreement with the agency.

Pest management and preventative management shall include, and be applied to all locations, all non-wood destroying insects including but not limited to roaches (all species), crickets, silverfish, pavement ants, centipedes, millipedes, ground beetles, spiders, wasps, yellow jackets, hornets, bees, fleas, cicada killers, box elder bugs, earwigs, clothes moths, flies, ants, grain insects, pill bugs, sow bugs, and members of the gnat family.

If removal of stinging insects are above OSHA regulated safety height for removal (over 10' (angle variable -24') a ladder or lift will be required.

The management and preventative management of all wood destroying insects including, but not limited to powder post beetles, wood boring beetles, carpenter ants, carpenter bees, and termites. Carpenter ants are included with IPM, all other WDIs require corrective service at an additional cost.

Populations of the following pests will be considered special optional services, separate from the specifications of this contract: Tick Control, Mosquito Control and Honey Bee Relocation (Honey Bee Relocation shall require master bee keeper only - see <https://www.nhbeekeepers.org/resources> ). The offer section will allow Vendors to place bids on these services if the Vendor chooses.

Chemicals to be used in this service shall be registered with the New Hampshire Division of Pesticide Control. The Approved Products listing may be checked by calling (603) 271-3350 or on-line at <https://www.agriculture.nh.gov/publications-forms/documents/registered-pesticide-products.pdf>. The Vendor is required to supply any equipment, such as rodent traps, and to maintain the traps or pick them up (and dispose of contents) as part of this contract.

The Vendor shall minimize the use of pesticides whenever possible. These applications shall be restricted to unique situations where no alternative measures are available or practical and non-chemical options have been exhausted.

The Vendor shall not use any pesticide until after inspections or monitoring indicate the presence of pests that exceed action thresholds and non-chemical control methods or action have not reduced the pest population to below the action threshold. The Vendor shall provide a written report explaining the identity of the target pest, the need for such treatment, the time and specific place of treatment, the pesticide to be used, the method of application, what precautions should be taken to ensure employees safety, and the steps taken to ensure the containment of the pesticide to the site of application. The Vendor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

All equipment and chemicals must be in strict compliance with the New Hampshire Pesticides Controls statute, the Rules of New Hampshire Pesticide Control Boards, the Occupational Safety and Health Administration ("OSHA"), and other regulatory agencies.

The Vendor shall submit to the agency a Safety Data Sheet ("SDS") prior to any product(s) being used at the agency. The Vendor shall provide current labels for all pesticides to be used as well as brand names of pesticide application equipment, rodent bait boxes, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide services.

The Vendor may be requested to perform emergency service(s) that are beyond routine service requests. The Vendor shall respond to these exceptional circumstances and complete the necessary work within two (2) business days after receipt of the request.

**The Vendor shall furnish the NH Veterans Home ("NHVH") with the following services:**

NHVH requires the successful bidder to complete a Contractor Orientation as part of the IPM. The orientation is *required* for all technicians that provide pest control services to NHVH. The successful bidder shall have a minimum of two (2) technicians who have completed the orientation available. This orientation shall be provided by NHVH and the successful bidder shall attend at no cost to the State.

The Vendor shall provide training to NHVH staff. This training shall teach staff on best practice methods and controlling pests. This training shall be provided as part of the preventative Pest Control Process and shall be provided at no cost to the State.

A fixed price scheduled and non-scheduled pest control services shall rid and keep clean the NHVH premises. The State reserves the right to remove facilities with a 30-day notice. Any other buildings that may be added under the control of the NHVH shall be served at a fee agreeable to both the Vendor and the NHVH or at the Belknap County rate. All work shall be completed on a mutually convenient schedule. If emergency fixed schedule treatment services are required, it shall be done with twenty-four (24) hours unless other arrangements are made with the facility.

NHVH may require the Vendor to rid pests not listed, this service shall be provided at an hourly rate. The Vendor shall be compensated for any traps, etc. that may be required, at a rate of cost plus twenty-five (25) percent over the Vendor's net cost. Said invoices shall contain all appropriate information detailing the list and net prices.

Emergency services shall be provided within twenty-four (24) hours of contact unless other arrangements are made with the facility.

Optional services shall be provided within two (2) business days of contact unless other arrangements are made with the facility.

The Vendor shall provide all pest control supplies and equipment as dictated by the most current State Contract. Every effort shall be made by the Vendor to significantly reduce the use of pesticides whenever possible. A SDS is to be supplied for all potential pesticides used and updated as necessary by the Vendor.

Traps should be placed in areas most likely to be frequented by pests but should be strategically located so as not to interfere with operations. When vacuuming of pests or pest control material/residue, a High-efficiency particulate arrestance ("HEPA") vacuum shall be used. The Vendor shall dispose of unused or waste pesticides in accordance with applicable State and Federal laws and/or regulations.

The Vendor shall be responsible for inspecting all buildings and disposal areas for the purpose of location problem areas. Problem areas may include, but are not limited to: wet locations, food source areas, structure issues, and penetration spots. All findings must be reported in writing via a Commercial Service and Inspection Report to the NHVH responsible party, Marie Hemeon 603-527-4822, [Marie.Hemeon@NHVH.NH.Gov](mailto:Marie.Hemeon@NHVH.NH.Gov) or designee, listing problem areas and corrective measures to infestations at NHVH.

New Hampshire Veterans Home		
Building	Sq. Footage	Frequency
NH Veteran's Home	375,000	Monthly

The Vendor shall furnish the Glenciff Home ("Glenciff") with the following services:

Glenciff requires the successful bidder to complete a Contractor Orientation as part of the IPM Plan. The orientation is required for all technicians that provide pest control services to Glenciff. The successful bidder shall have a minimum of two (2) technicians who have completed the orientation available. The orientation shall be provided by Glenciff and the successful bidder shall attend at no cost to the State.

The Vendor shall provide training to Glenciff staff. This training shall teach staff on best practice methods in identifying and controlling pests. This training shall be provided as part of the preventative Pest Control Process and shall be provided at no cost to the State.

The Vendor shall provide scheduled and non-scheduled pest control to rid and keep clean all the present buildings at Glenciff of the pests listed within this bid. The State reserves the right to remove facilities with a 30-day notice. Any other buildings that may be added under the control of Glenciff shall be serviced at a free agreeable to both the Vendor and Glenciff or at the Grafton County rate. All work shall be completed on a mutually convenient schedule. If emergency fixed price scheduled treatment is required it shall be done within twenty-four (24) hours unless other arrangements are made with the facility.

Glenciff may require the Vendor to rid pests not listed. This service shall be provided at an hourly rate. The Vendor shall be compensated for any traps, etc. that may be required, at a rate of cost plus twenty-five (25) percent over the Vendor's net cost. Said invoices shall contain all appropriate information detailing the list and net prices.

Emergency services shall be provided within twenty-four (24) hours of contact unless other arrangements are made with the facility.

Optional services shall be provided within two (2) business days of contact unless other arrangements are made with the facility.

Vendor shall provide all pest control supplies and equipment as dictated by the most current State Contract. Event effort shall be made by the Vendor to significantly reduce the use of pesticides whenever possible. A SDS is to be supplied for all potential pesticides used and updated as necessary by the Vendor.

Traps should be placed in areas most likely to be frequented by pests, but should be strategically located so as not to interfere with operations. All trap placements should be recorded on a detailed Trap Management Log. When vacuuming of pests or pest control material/residue, a HEPA vacuum shall be used. The Vendor shall dispose of unused or waste pesticides in accordance with applicable State and Federal laws and/or regulations.

The Vendor shall provide competent, licensed pest control personnel. The Vendor shall be responsible for inspecting all buildings and disposal areas for the purpose of locating problem areas. Problem areas may include, but are not limited to, wet locations, food source areas, structure issues, and penetration spots. All findings must be reported in writing via the Commercial Service and Inspection Report to Glenclyff responsible party, Denise Butson 603-989-5221 [Denise.M.Butson@DHHS.NH.Gov](mailto:Denise.M.Butson@DHHS.NH.Gov) or designee, listing problem areas and correct measures to be taken.

Glenclyff Home 393 High Street, Glenclyff (individual building locations listed below)

Glenclyff Home		
Building	Sq. Footage	Frequency
Brown	33,000	Monthly
LaMott	57,225	Monthly
Administration	10,368	Monthly
Adam	11,304	Monthly
Service	10,800	Monthly
Warehouse	13,256	Monthly
Superintendent/Day Care	5,832	Monthly
Doctor's Cottage	2,352	Monthly
Laundry	2,628	Monthly
Birchwood	3,160	Monthly
Birchwood Garage	3,120	Monthly
Carpenter	7,056	Monthly
Maintenance	6,300	Monthly
Storage Shed#1	324	Monthly
Storage Shed #2	240	Monthly
Storage Garage#1 (12 Bay)	2,052	Monthly
Storage Garage#1 (Salt Shed)	1,026	Monthly
Tunnels	10,828	Monthly
Garage over Tunnel	440	Monthly
Grounds Garage	5,650	Monthly
Ground Storage	1,728	Monthly
Body/Paint Shop	1,080	Monthly
Green House	308	Monthly
Recycle Shed	420	Monthly
Sugar House	960	Monthly
Boiler Room	2,144	Monthly
Boiler Room Containment Area	2,760	Monthly
Lower Station	400	Monthly
Well #3 Pump House	528	Monthly
Well #3 Building	200	Monthly

**The Vendor shall furnish the NH Hospital (“NHH”) with the following services:**

NHH requires the successful bidder to complete a Contractor Orientation (provided by NHH) as part of the IPM Plan. The orientation takes approximately two (2) hours and is *required* for all technicians that provide pest control services to NHH. The successful bidder shall have a minimum of two (2) technicians who have completed the orientation available. This orientation shall be provided by NHH and the successful bidder shall attend at no cost to the State.

The Vendor shall provide training to certain support staff at NHH. This training shall teach staff on best practice methods in identifying and controlling pests. This training shall be provided as part of the preventative Pest Control Process and shall be provided at no cost to the State.

The Vendor shall provide scheduled and non-scheduled pest control to rid and keep clean all the present buildings; buildings may be added or removed.

NHH may require the Vendor to rid of pests not listed in the fixed price section. This service shall be provided at an hourly rate. The Vendor shall be compensated for any traps that may be required, at a rate of cost plus twenty-five (25) percent over the Vendor's net cost. Invoices shall contain all appropriate information detailing the list and net prices and amount discounted.

Emergency Services shall be provided within twenty-four (24) hours of contact.  
Services shall be provided within two (2) business days of contact.

All buildings in operation on the premises and under the jurisdiction of NHH including but limited to:

**APS** – kitchen areas to be performed weekly, all areas monthly, and weekly special requests as needed.

**Materials Management** – every other week and weekly special requests as needed.

**Howard Recreation** – all areas every other week and weekly special requests as needed.

**All Transitional Houses (Yellow, Brick, Gray, Pond Place, Liberty, Burbank, Cottage, and Bayberry)** – during the months of May through September, service all areas monthly and weekly special requests as needed. During the months of October through April, special requests as needed.

The Vendor shall provide all pest control supplies and equipment as dictated by the most current State Contract. Every effort shall be made by the Vendor to significantly reduce the use of pesticides whenever possible. SDS' are to be supplied for all potential pesticides used and updated as necessary by the Vendor. SDS' shall be filed within the Pest Control Services Manual.

Traps should be placed in areas most likely to be frequented by pests but should be strategically located so as not to interfere with operations. All trap placements should be recorded on a detailed Trap Management Log. The Trap Management Log shall be filed within the Pest Control Services Manual.

When vacuuming pests or pest control material/residue, a HEPA vacuum shall be used. The Vendor shall dispose of unused or waste pesticides in accordance with applicable State and Federal laws and regulations.

The Vendor shall provide a competent, licensed pest control personnel. The Vendor shall be responsible for inspecting all buildings and disposal areas for the purpose of location problem areas. Problem areas may include, but are not limited to: wet locations, food source areas, structure issues, and penetration spots. All findings must be reported in writing via the Commercial Service and Inspection Report to the Director of Support Services or designee, listing the problem areas and corrective measures to be taken. The Vendor shall take a proactive approach to reducing the risk of pest infestations at NHH.

Supervisor II Lorraine Dauphinee [Lorraine.A.Dauphinee@dhhs.nh.gov](mailto:Lorraine.A.Dauphinee@dhhs.nh.gov), Program Specialist II Richard Drouin [Richard.A.Drouin@dhhs.nh.gov](mailto:Richard.A.Drouin@dhhs.nh.gov) or designee shall notify the Pest Control Vendor of any known problem areas or infestations.

The Director of Support Services shall update and maintain the Pest Control Manual as necessary.

The Environmental Services ("ES") personnel shall maintain a clean, odor free environment, and assist in the prevention of the spread of infection throughout the Hospital. The sanitation of the NHH environment is maintained by the following of area daily cleaning schedules located in the ES Operations Manual and in all Environmental Services closets.

NEW HAMPSHIRE HOSPITAL		
Location	Sq. Footage	Frequency
Acute Psychiatric Services (APS)	198,000	Weekly
Bayberry House	2,000	Weekly
Brick House	5,034	Weekly
Gray House	4,076	Weekly
Yellow House	4,512	Weekly
Pond Place	7,180	Weekly
Superintendent's Cottage	2,750	Weekly
Howard Recreation Building	34,795	Bi-Weekly
Twitchell Hall	10,444	Weekly
APS - Kitchen Areas (APS, Dietary, Dietary Supplies Rm)	6,266	Weekly
Materials Management & Central Supply Rm	2,423	Bi-Weekly
Philbrook Building	28,279	Monthly

The Vendor shall furnish the Department of Corrections, New Hampshire State Prison ("NHSP") with the following services:

NHSP requires the successful bidder to complete a Contractor Orientation as part the IPM plan. The orientation is required for all technicians that provide pest control services to NHSP. The successful bidder shall a minimum of two (2) technicians who have completed the orientation available. This orientation shall be provided by NHSP and the successful bidder shall attend at no cost to the state.

The Vendor shall provide training to NHSP staff. This training shall teach staff on best practice methods in identifying and controlling pests. This training shall be provided as part of the preventative pest control process and shall be provided at no cost to the state.

The Vendor shall provide scheduled and non-scheduled pest control to rid and keep clean all the present buildings; buildings may be added or deleted.

NHH may require the Vendor to rid of pests not listed in the fixed price section. This service shall be provided at an hourly rate. The Vendor shall be compensated for any traps that may be required, at a rate of cost plus twenty-five (25) percent over the Vendor's net cost. Invoices shall contain all appropriate information detailing the list and net prices and amount discounted.

Emergency Services shall be provided within twenty-four (24) hours of contact.  
Services shall be provided within two (2) business days of contact.

The Vendor shall provide all pest control supplies and equipment as dictated by the most current State Contract. Every effort shall be made by the Vendor to significantly reduce the use of pesticides whenever possible. SDS' are to be supplied for all potential pesticides used and updated as necessary by the Vendor. SDS' shall be filed within the Pest Control Services Manual.

Traps should be placed in areas most likely to be frequented by pests but should be strategically located so as not to interfere with operations. All trap placements should be recorded on a detailed Trap Management Log. The Trap Management Log shall be filed within the Pest Control Services Manual.

When vacuuming pests or pest control material/residue, a HEPA vacuum shall be used. The Vendor shall dispose of unused or waste pesticides in accordance with applicable State and Federal laws and regulations.

The Vendor shall be responsible for inspecting all buildings and disposal areas for the purpose of locating problem areas. Problem areas may include, but are not limited to, wet locations, food source areas, structure issues, and penetration spots. All findings must be reported in writing via the Commercial Service and Inspection Report to the facility contact or designee listing problem areas and corrective measures to be taken. The Vendor shall take a proactive approach to reducing the risk of pest infestations at NHSP.

The NHSP facility contact or their designee shall be responsible in notifying the Vendor of any known problem areas or infestations.

Department of Corrections			
Facility	Square Footage	Frequency	Contact
Calumet House 126 Lowell St., Manchester NH Hillsborough County	4,800	Monthly	Heidi Laramie 603-271-1888 <a href="mailto:Heidi.H.Laramie@doc.nh.gov">Heidi.H.Laramie@doc.nh.gov</a>
Canteen Unit 281 North State St., Concord NH Merrimack County	1,200	Monthly	Heidi Laramie 603-271-1888 <a href="mailto:Heidi.H.Laramie@doc.nh.gov">Heidi.H.Laramie@doc.nh.gov</a>
Concord Prison Kitchen 281 North State St., Concord NH Merrimack County	4,500	Weekly	Heidi Laramie 603-271-1888 <a href="mailto:Heidi.H.Laramie@doc.nh.gov">Heidi.H.Laramie@doc.nh.gov</a>
Concord Prison Warehouse 281 North State St., Concord NH Merrimack County	65,000	Monthly	Heidi Laramie 603-271-1888 <a href="mailto:Heidi.H.Laramie@doc.nh.gov">Heidi.H.Laramie@doc.nh.gov</a>
Minimum Security Unit 281 North State St., Concord NH Merrimack County	25,000	Monthly	Heidi Laramie 603-271-1888 <a href="mailto:Heidi.H.Laramie@doc.nh.gov">Heidi.H.Laramie@doc.nh.gov</a>
Shea Farm 60 Irons Work Rd., Concord NH Merrimack County	4,200	Monthly	Heidi Laramie 603-271-1888 <a href="mailto:Heidi.H.Laramie@doc.nh.gov">Heidi.H.Laramie@doc.nh.gov</a>
North End House 1 Perimeter Rd., Concord NH Merrimack County	3,900	Monthly	Heidi Laramie 603-271-1888 <a href="mailto:Heidi.H.Laramie@doc.nh.gov">Heidi.H.Laramie@doc.nh.gov</a>
Women's Prison 42 Perimeter Rd., Concord NH Merrimack County	101,000	Monthly	Dan Miller 603-271-0609 <a href="mailto:Daniel.A.Miller@doc.nh.gov">Daniel.A.Miller@doc.nh.gov</a>
PPO District Office 341 North State St., Concord NH	22,960	Monthly	John Clemons 603-271-5651 <a href="mailto:John.P.Clemons@doc.nh.gov">John.P.Clemons@doc.nh.gov</a>
Northern Correctional Facility 138 East Milan Rd., Berlin NH	250,000	Bi-Weekly	Heidi Laramie 603-271-1888 <a href="mailto:Heidi.H.Laramie@doc.nh.gov">Heidi.H.Laramie@doc.nh.gov</a>

**PEST CONTROL LOCATION ADDITIONS:**

Location additions are permitted to be added to the contract(s) throughout the entire term of the contract (3yr min) wherein notification is sent to the Contract Administrator via email from the requesting agency supervisor or manager (minimum approval level) requesting the required service inclusive of all applicable information required to submit a formal request through the RFQ process only with and between newly awarded contracted vendors.

If a building/facility is owned or maintained by another agency; the same restrictions above will apply, however notification will be required via email through to upper level Management to the agency maintaining said building/facility.

**PEST CONTROL LOCATION REMOVALS:**

Agency location removal from Pest Control Contracts are able to move forward with removal:

- If service(s) will no longer be required for the term of the contract at the location contracted.
- If an agency is moving locations; wherein the current vendor will have the opportunity to re-quote the new locations building if there is a tolerance variance of +/- 1,000 sq ft between the two locations. If the current contractor should choose to opt of the new location removing it from their portfolio or the vendors quote is not in the realm of acceptable by BoPP and the affected agency, the new location will follow the RFQ process and a new vendor chosen.
- If a building/location should no longer be leased or owned by the State of New Hampshire; immediate notification to BoPP's Contract Administrator, the Contractor, and the landlord and/or property owner in writing will be required informing of the ceasing of any/all pest control services at contracted location. This to ensure no further services and or costs are incurred by the State, its Agency or the Contractor.

**IRREGULAR SEASONAL:**

If an Agency location is classified as seasonal, the service increment is now available as **Irregular Seasonal** (6-month increment opening through closings of May 1<sup>st</sup> through October 31<sup>st</sup> and/or November 1<sup>st</sup> through April 30<sup>th</sup>) for the term of the contract. Pricing shall include initial opening, cleanout at beginning of season and invoiced monthly for 6 months.

**EXCLUSION SERVICE:**

If exclusion services are provided by vendor, this service shall be an optional service as both a "Non-Regular" service option available to "Non-Regular" requesting Agencies (Attachment 1 Section 1) and also be available to "Individual Agency Locations" listed within the regularly "Individual Locations" (Attachment 1 Section 2) on an as needed basis as a separate fee, identified and represented separately on invoicing from regular service fee charges.

Vendor shall be required to seal up points of entry and exit utilizing multiple types of products (i.e., Metal, caulking, copper mesh) to seal structural challenges in order to prevent rodents from entering, re-entering and/or exiting structures for trapping and removal purposes.

Shall be available as a "non-regular" service option available to Agencies separate from regular wildlife control service charges and shall also be represented separately on invoicing to requesting Agencies.

**PERIMETER SPRAY:**

If perimeter spray services are provided by vendor, this service shall be an optional service for "non-Regular" service option available to "Non-Regular" requesting Agencies (Attachment 1 Section 1) as a separate fee, identified and represented separately on invoicing from other service fee charges.

If perimeter spray services are provided by vendor, they shall be made available to "Individual Agency Locations" listed within the regularly "Individual Locations" (Attachment 1 Section 2) on an as needed basis and shall be included as part of the incremental "Fee".

Perimeter spray shall be noted as; a preventative treatment or after evidence of insect activity. For indoor & perimeter providing barrier for protection against insect(s) (i.e., ants, roaches and spiders indoors on nonporous surfaces), eradicating invading insects including: ants, cockroaches, spiders, fleas, ticks, scorpions, beetles, earwigs, silverfish, centipedes and millipedes.

Insect eradication for indoors (i.e. kitchens, bathrooms, doors, windows and basements) and outdoors (perimeter foundations, garages, patios and decks) with an acceptable dry time for quick and safe re-entry.

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

Contractor Initials KM

Date 2/21/24

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, and sent electronically to Liz Moskalenko to [Elizabeth.A.Moskalenko@DAS.NH.Gov](mailto:Elizabeth.A.Moskalenko@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.)
- A standardized reporting form will be provided after contract award
- 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 Pest Control Services strictly pursuant to, and in conformity with, the specifications described in State RFB #2840-24, 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, 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**

**9. CONTRACT PRICE:**

The Contractor hereby agrees to provide Pest Control 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 \$297,960.00; 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.

**10. PRICING STRUCTURE:**

Section One: Non-Regularly Served Locations				
Hillsborough County		Year One Rate	Year Two Rate	Year Three Rate
Rodent Control	Hourly Rate	\$250.00	\$250.00	\$250.00
Bedbug Treatment	Hourly Rate	\$300.00	\$300.00	\$300.00
Pest Control	Hourly Rate	\$175.00	\$175.00	\$175.00
Termite Control	Per Linear Foot	\$15.00	\$15.00	\$15.00
Follow-Up Service Fee	Hourly Rate	\$150.00	\$150.00	\$150.00
Exclusion Service	Hourly Rate	\$250.00	\$250.00	\$250.00
Perimeter Spray	Per Linear Foot	\$1.00	\$1.00	\$1.00
After Hours Service	Hourly Rate	\$275.00	\$275.00	\$275.00
Emergency Service Treatment	Hourly Rate	\$275.00	\$275.00	\$275.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$200.00	\$200.00	\$200.00

Rockingham County		Year One Rate	Year Two Rate	Year Three Rate
Rodent Control	Hourly Rate	\$250.00	\$250.00	\$250.00
Bedbug Treatment	Hourly Rate	\$300.00	\$300.00	\$300.00
Pest Control	Hourly Rate	\$175.00	\$175.00	\$175.00
Termite Control	Per Linear Foot	\$15.00	\$15.00	\$15.00
Follow-Up Service Fee	Hourly Rate	\$150.00	\$150.00	\$150.00
Exclusion Service	Hourly Rate	\$250.00	\$250.00	\$250.00
Perimeter Spray	Per Linear Foot	\$1.00	\$1.00	\$1.00
After Hours Service	Hourly Rate	\$275.00	\$275.00	\$275.00
Emergency Service Treatment	Hourly Rate	\$275.00	\$275.00	\$275.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$200.00	\$200.00	\$200.00

Stafford County		Year One Rate	Year Two Rate	Year Three Rate
Rodent Control	Hourly Rate	\$250.00	\$250.00	\$250.00
Bedbug Treatment	Hourly Rate	\$300.00	\$300.00	\$300.00
Pest Control	Hourly Rate	\$175.00	\$175.00	\$175.00
Termite Control	Per Linear Foot	\$15.00	\$15.00	\$15.00
Follow-Up Service Fee	Hourly Rate	\$150.00	\$150.00	\$150.00
Exclusion Service	Hourly Rate	\$250.00	\$250.00	\$250.00
Perimeter Spray	Per Linear Foot	\$1.00	\$1.00	\$1.00
After Hours Service	Hourly Rate	\$275.00	\$275.00	\$275.00
Emergency Service Treatment	Hourly Rate	\$275.00	\$275.00	\$275.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$200.00	\$200.00	\$200.00

Sullivan County		Year One Rate	Year Two Rate	Year Three Rate
Rodent Control	Hourly Rate	\$250.00	\$250.00	\$250.00
Bedbug Treatment	Hourly Rate	\$300.00	\$300.00	\$300.00
Pest Control	Hourly Rate	\$175.00	\$175.00	\$175.00
Termite Control	Per Linear Foot	\$15.00	\$15.00	\$15.00
Follow-Up Service Fee	Hourly Rate	\$150.00	\$150.00	\$150.00
Exclusion Service	Hourly Rate	\$250.00	\$250.00	\$250.00
Perimeter Spray	Per Linear Foot	\$1.00	\$1.00	\$1.00
After Hours Service	Hourly Rate	\$275.00	\$275.00	\$275.00
Emergency Service Treatment	Hourly Rate	\$275.00	\$275.00	\$275.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$200.00	\$200.00	\$200.00

Section Two: Pest Control- Individual Location Pricing						
Facility	Sq. Foot	Frequency/ Service Type	Year One	Year Two	Year Three	Extended Yr Service Total
<b>New Hampshire Bureau of Courts</b>						
<b>Bureau of Courts - Hillsborough County Superior South</b>	86,000	Monthly Service Fee	\$200.00	\$200.00	\$200.00	
30 Spring St., Nashua, NH		Annual Totals	\$2,400.00	\$2,400.00	\$2,400.00	\$7,200.00
<b>Bureau of Courts - Hillsborough Superior Court - North</b>	87,000	Monthly Service Fee	\$200.00	\$200.00	\$200.00	
300 Chestnut St., Manchester, NH		Annual Totals	\$2,400.00	\$2,400.00	\$2,400.00	\$7,200.00
<b>New Hampshire Department of Administrative Services - CFB &amp; Bureau Purchase &amp; Property</b>						
<b>NIIDAS Records Management &amp; Archives (SOS) (Leon Anderson Building)</b>	101,000	Monthly Service Fee	\$200.00	\$200.00	\$200.00	
9 Ratification Way, Concord NH		Annual Totals	\$2,400.00	\$2,400.00	\$2,400.00	\$7,200.00
<b>New Hampshire Department of Business &amp; Economic Affairs</b>						
<b>NH DBEA NH Welcome Center - Springfield</b>	6,550	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
1-89 Northbound MM 39, Springfield NH		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NHDBEA NH Welcome Center - Sutton</b>	144	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
189 Southbound MM 26, Sutton NH		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>New Hampshire Department of Health &amp; Human Services</b>						
<b>NH DHHS Hampstead Hospital</b>	8,300	Monthly Service Fee	\$175.00	\$175.00	\$175.00	
218 East Rd, Hampstead NH		Annual Totals	\$2,100.00	\$2,100.00	\$2,100.00	\$6,300.00
<b>NH DHHS - John Sununu Center</b>	144,000	Bi-Weekly Service Fee	\$150.00	\$150.00	\$150.00	
1056 North River Rd, Manchester NH		Annual Totals	\$3,900.00	\$3,900.00	\$3,900.00	\$11,700.00
<b>New Hampshire Veterans Home</b>						
<b>NH DHHS Veteran's Home</b>	375,000	Monthly Service Fee	\$275.00	\$275.00	\$275.00	
139 Winter St, Tilton		Annual Totals	\$3,300.00	\$3,300.00	\$3,300.00	\$9,900.00
<b>New Hampshire Department of Safety (NH State Police, Emergency Services, Fire Standards &amp; Training &amp; Police Standards &amp; Training)</b>						
<b>NH DOS - State Police Troop C</b>	4,030	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
15 Ash Brook Ct, Keene NH		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NHDOS - NHSP I-93 Weigh Stations</b>	1,000	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
193 (North & South Bound) Windham/Derry		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>New Hampshire Department of Transportation - Turnpikes</b>						
<b>NH DOT Turnpikes - DMV/EZ Pass Building</b>	7,700	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
110 BRd St, Nashua NH		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NH DOT Turnpikes</b>	8,400	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
Bedford NH Toll		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NH DOT Turnpikes</b>	6,700	Monthly Service Fee	\$150.00	\$150.00	\$150.00	

Scabrook Rest Area, I-95 Northbound, Mile Marker .2		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>New Hampshire Employment Security</b>						
<b>NHES Claremont</b>	5,300	Quarterly Service Fee	\$250.00	\$250.00	\$250.00	
404 Washington St. Claremont		Annual Totals	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
<b>NHES Keene</b>	4,960	Quarterly Service Fee	\$250.00	\$250.00	\$250.00	
149 Emerald St. Suite Y Keene		Annual Totals	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
<b>NHES Manchester</b>	9,865	Quarterly Service Fee	\$250.00	\$250.00	\$250.00	
300 Hanover St. Manchester		Annual Totals	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
<b>NHES Nashua</b>	1,200	Quarterly Service Fee	\$250.00	\$250.00	\$250.00	
6 Townsend W, Nashua, NH		Annual Totals	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
<b>NHES Salem</b>	5,504	Quarterly Service Fee	\$250.00	\$250.00	\$250.00	
29 S Broadway, Salem, NH		Annual Totals	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
<b>New Hampshire Liquor Commission</b>						
<b>NHLC Liquor Commission, Headquarters</b>	27,513	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
50 Storrs St. Concord, NH		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NHLC Liquor Store #2</b>	10,000	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
100B Route 9, West Chesterfield NH		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NHLC Liquor Store #8</b>	10,749	Monthly Service Fee	\$200.00	\$200.00	\$200.00	
367 Washington St. Claremont NH, Claremont Market Place		Annual Totals	\$2,400.00	\$2,400.00	\$2,400.00	\$7,200.00
<b>NHLC Liquor Store #10</b>	12,000	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
68 Elm St. Manchester NH		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NHLC Liquor Store #15</b>	10,000	Monthly Service Fee	\$175.00	\$175.00	\$175.00	
6 Ashbrook Court, Keene NH		Annual Totals	\$2,100.00	\$2,100.00	\$2,100.00	\$6,300.00
<b>NHLC Liquor Store #20</b>	9387	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
19 Manchester Rd, Derry NH		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NHLC Liquor Store #21</b>	9,458	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
19 Wilton Rd Suite, Peterborough NH		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NHLC Liquor Store #22</b>	4,990	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
44A Route 13, Brookline NH		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NHLC Liquor Store #30</b>	7,352	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
21 Jones Rd. Unit 6, Milford NH		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NHLC Liquor Store #31</b>	12,955	Monthly Service Fee	\$175.00	\$175.00	\$175.00	
850 Gold St. Manchester NH		Annual Totals	\$2,100.00	\$2,100.00	\$2,100.00	\$6,300.00
<b>NHLC Liquor Store #32</b>	9,610	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
40 Northwest Blvd. Nashua NH, West Side Plaza		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NHLC Liquor Store #32.1</b>	9,610	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
2 Northwest Blvd, Nashua NH, West Side Plaza		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NHLC Liquor Store #33</b>	11,400	Monthly Service Fee	\$175.00	\$175.00	\$175.00	
1100 Bicentennial Dr, Manchester NH, Northside Plaza		Annual Totals	\$2,100.00	\$2,100.00	\$2,100.00	\$6,300.00
<b>NHLC Liquor Store #34</b>	24,725	Monthly Service Fee	\$175.00	\$175.00	\$175.00	
92 Cluff Crossing #4, Salem NH, Rockingham Mall		Annual Totals	\$2,100.00	\$2,100.00	\$2,100.00	\$6,300.00
<b>NHLC Liquor Store #35</b>	4,203	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
15 Antrim Rd, Suite 1, Hillsborough NH		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NHLC Liquor Store #40</b>	2,980	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
32 Ames Plaza Ln, Unit 2, Walpole NH		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NHLC Liquor Store #49</b>	10,664	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
32 Plaistow Rd, Unit 2A Plaistow NH, Market Basket Plaza		Annual Totals	\$1,800.00	\$1,800.00	\$1,800.00	\$5,400.00
<b>NHLC Liquor Store #50</b>	33,024	Monthly Service Fee	\$175.00	\$175.00	\$175.00	
294 Daniel Webster Highway, Nashua NH Willow Springs Plaza		Annual Totals	\$2,100.00	\$2,100.00	\$2,100.00	\$6,300.00

<b>NHLC Liquor Store #61</b>	9,000	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
137 Rockingham Rd, Imot C, Londonderry NH		<b>Annual Totals</b>	<b>\$1,800.00</b>	<b>\$1,800.00</b>	<b>\$1,800.00</b>	<b>\$5,400.00</b>
<b>NHLC Liquor Store #62</b>	4,800	Monthly Service Fee	\$150.00	\$150.00	\$150.00	
11 Freetown Rd, Rte. 27, Raymond NH		<b>Annual Totals</b>	<b>\$1,800.00</b>	<b>\$1,800.00</b>	<b>\$1,800.00</b>	<b>\$5,400.00</b>
<b>NHLC Liquor Store #74</b>	15,000	Monthly Service Fee	\$175.00	\$175.00	\$175.00	
5 Garden Lane, Londonderry NH		<b>Annual Totals</b>	<b>\$2,100.00</b>	<b>\$2,100.00</b>	<b>\$2,100.00</b>	<b>\$6,300.00</b>
<b>NHLC Liquor Store #77</b>	10,325	Monthly Service Fee	\$175.00	\$175.00	\$175.00	
493 US Route 202, Rindge NH		<b>Annual Totals</b>	<b>\$2,100.00</b>	<b>\$2,100.00</b>	<b>\$2,100.00</b>	<b>\$6,300.00</b>

#### 11. INVOICE:

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

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.

#### 12. 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>.

**EXHIBIT D**

RFB #2840-24 is incorporated here within.

Contractor Initials RM

Date 2/21/24

**EXHIBIT E**

Contractor's bid is incorporated here within.

# 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 PEST-END INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on September 29, 1997. 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: 277764

Certificate Number: 0006361714



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of December A.D. 2023.

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

David M. Scanlan  
Secretary of State

**Certificate of Authority # 1**

*(Corporation of LLC- Non-specific, open-ended)*

**Corporate Resolution**

I, Adam Carace, hereby certify that I am duly elected Clerk/Secretary of  
*(Name)*

Pest-End Inc. I hereby certify the following is a true copy of a  
*(Name of Corporation or LLC)*

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May  
*(Month)*

18, 20 22 at which a quorum of the Directors/shareholders were present and voting.  
*(Day) (Year)*

**VOTED:** That Kelly McDonough & Joseph Maguire *(may list more than one person)* is duly authorized to  
*(Name and Title)*

enter into contracts or agreements on behalf of Pest-End Inc. with  
*(Name of Corporation or LLC)*

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

**DATED:** 12/20/2023

**ATTEST:** Adam Carace CEO  
*(Name and Title)*



STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 11/15/23

Company Name: Pest End  
Address: 91 Plaistow Rd  
Plaistow NH.

To: Point of Contact: Liz Moskalenko  
Telephone: 603-271-3122  
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name:  
Bid Number: 2840-24  
Bid Posted Date (on or by): 10/14/2023  
Bid Closing Date and Time: 11/15/2023 @ 11:00 AM (EST)

[insert name of signor] Kelly McDough on behalf of Pest End [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 2840-24 for Pest & Wildlife Control 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 Kelly McDough Authorized Signor's Title Business Development

**REQUEST FOR BID FOR  
PEST & WILDLIFE CONTROL  
FOR  
THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for Pest & Wildlife Control 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](mailto: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 Liz Moskalenko at [Elizabeth.A.Moskalenko@DAS.NH.Gov](mailto:Elizabeth.A.Moskalenko@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.

10/16/2023	Bid Solicitation distributed on or by
11/14/2023	Last day for questions, clarifications, and/or requested changes to bid
11/15/2023	11:00 AM (EST) Bid Closing
04/01/2024	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 April 1, 2024 or upon approval of the Commissioner of Department of Administrative Services, whichever is later and shall continue thereafter for a period of three (3) years.

The contract may be extended for up to an additional two (2) 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 Vendors meeting the criteria established in this RFB and providing the lowest cost per section applicable to sections one and three and individual location applicable to section two. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All awards shall be, in the form of a State of New Hampshire Contract.

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.

**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.

**BID PRICES:**

Bid prices shall remain firm for the term of the contract and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. 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.

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 ADJUSTMENTS:**

Should the contract be extended for an additional two (2) years thereafter it shall be under the same terms and conditions. Vendors may, at that time request price adjustments, either upward or downward, keyed to the industry changes or general trade, upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.

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 thirty(30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

Updated Published Price List MUST be e-mailed to [Elizabeth.A.Moskalenko@DAS.NH.Gov](mailto:Elizabeth.A.Moskalenko@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, Liz Moskalenko and sent electronically to [Elizabeth.A.Moskalenko@DAS.NH.Gov](mailto:Elizabeth.A.Moskalenko@DAS.NH.Gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and any Eligible Participants
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- A standardized reporting form will be provided after contract award.
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- 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/service 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 501c 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 State of New Hampshire Form #P-37 Agreement (see Attachment A: Sample):

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

**SITE VISITATION:**

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

**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:**

**PEST CONTROL**

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

Full pest management services are to be rendered by the Vendor covering the actual performance of insect and rodent management work for interiors and exteriors of facilities in accordance with the items that follow. Special additional requirements apply to the Department of Corrections, Glenciff Home, NH Veteran's Home, and NH Hospital, see specifications herein.

The Vendor shall provide a licensed New Hampshire pest control personnel to perform the services described herein.

The phrase *complete complex service*, as used in this bid, is defined as the control of any infestation, both prevention and control, to be carried out in all parts of the building complex including, but not limited to, all alleyways, trailers, garages, kitchens, kitchenettes, janitor closets, restrooms, storage areas, and building exteriors.

The term *pest management*, as used in this bid, is defined as the eradication of existing infestations using the newest integrated pest management ("IPM") techniques. The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human environmental exposure to pesticides.

The phrase *preventative pest management*, as used in this bid, is defined as the act of preventative measures within practical limits using the newest IPM techniques.

Prior to initiation of service, the Vendor shall submit to the agency, an IPM Plan for each building or site which will be approved by the agency contact. The Vendor shall be on site to initiate service within an agreed upon number of working days following notice of approval. If the IPM Plan is incomplete or disapproved, the Vendor shall have an agreed upon number of working days to submit revisions.

1. Problems and potential problems for each location;
2. Recommended integrated pest management preventive measures;
3. Recommended integrated pest management resolutions;
4. Rate and time of application;
5. Any indication of any other pertinent information relation to pest management; and
6. Vendor shall inspect each site location within the first month and will establish a schedule consultation with the agency contact for providing the required services. The schedule shall be adhered to throughout the life of the contract unless changed by agreement with the agency.

Pest management and preventative management shall include, and be applied to all locations, all non-wood destroying insects including but not limited to roaches (all species), crickets, silverfish, pavement ants, centipedes, millipedes, ground beetles, spiders, wasps, yellow jackets, hornets, bees, fleas, cicada killers, box elder bugs, earwigs, clothes moths, flies, ants, grain insects, pill bugs, sow bugs, and members of the gnat family.

If removal of stinging insects are above OSHA regulated safety height for removal (over 10' (angle variable -24') a ladder or lift will be required.

The management and preventative management of all wood destroying insects including, but not limited to powder post beetles, wood boring beetles, carpenter ants, carpenter bees, and termites. Carpenter ants are included with IPM, all other WDIs require corrective service at an additional cost.

Populations of the following pests will be considered special optional services, separate from the specifications of this contract: Tick Control, Mosquito Control and Honey Bee Relocation (Honey Bee Relocation shall require master bee keeper only - see <https://www.nhbeekeepers.org/resources> ). The offer section will allow Vendors to place bids on these services if the Vendor chooses.

Chemicals to be used in this service shall be registered with the New Hampshire Division of Pesticide Control. The Approved Products listing may be checked by calling (603) 271-3350 or on-line at <https://www.agriculture.nh.gov/publications-forms/documents/registered-pesticide-products.pdf>. The Vendor is required to supply any equipment, such as rodent traps, and to maintain the traps or pick them up (and dispose of contents) as part of this contract.

The Vendor shall minimize the use of pesticides whenever possible. These applications shall be restricted to unique situations where no alternative measures are available or practical and non-chemical options have been exhausted.

The Vendor shall not use any pesticide until after inspections or monitoring indicate the presence of pests that exceed action thresholds and non-chemical control methods or action have not reduced the pest population to below the action threshold. The Vendor shall provide a written report explaining the identity of the target pest, the need for such treatment, the time and specific place of treatment, the pesticide to be used, the method of application, what precautions should be taken to ensure employees safety, and the steps taken to ensure the containment of the pesticide to the site of application. The Vendor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

All equipment and chemicals must be in strict compliance with the New Hampshire Pesticides Controls statute, the Rules of New Hampshire Pesticide Control Boards, the Occupational Safety and Health Administration ("OSHA"), and other regulatory agencies.

The Vendor shall submit to the agency a Safety Data Sheet ("SDS") prior to any product(s) being used at the agency. The Vendor shall provide current labels for all pesticides to be used as well as brand names of pesticide application equipment, rodent bait boxes, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide services.

The Vendor may be requested to perform emergency service(s) that are beyond routine service requests. The Vendor shall respond to these exceptional circumstances and complete the necessary work within two (2) business days after receipt of the request.

**The Vendor shall furnish the NH Veterans Home ("NHVH") with the following services:**

NHVH requires the successful bidder to complete a Contractor Orientation as part of the IPM. The orientation is *required* for all technicians that provide pest control services to NHVH. The successful bidder shall have a minimum of two (2) technicians who have completed the orientation available. This orientation shall be provided by NHVH and the successful bidder shall attend at no cost to the State.

The Vendor shall provide training to NHVH staff. This training shall teach staff on best practice methods and controlling pests. This training shall be provided as part of the preventative Pest Control Process and shall be provided at no cost to the State.

A fixed price scheduled and non-scheduled pest control services shall rid and keep clean the NHVH premises. The State reserves the right to remove facilities with a 30-day notice. Any other buildings that may be added under the control of the NHVH shall be served at a fee agreeable to both the Vendor and the NHVH or at the Belknap County rate. All work shall be completed on a mutually convenient schedule. If emergency fixed schedule treatment services are required, it shall be done with twenty-four (24) hours unless other arrangements are made with the facility.

NHVVH may require the Vendor to rid pests not listed, this service shall be provided at an hourly rate. The Vendor shall be compensated for any traps, etc. that may be required, at a rate of cost plus twenty-five (25) percent over the Vendor's net cost. Said invoices shall contain all appropriate information detailing the list and net prices.

Emergency services shall be provided within twenty-four (24) hours of contact unless other arrangements are made with the facility.

Optional services shall be provided within two (2) business days of contact unless other arrangements are made with the facility.

The Vendor shall provide all pest control supplies and equipment as dictated by the most current State Contract. Every effort shall be made by the Vendor to significantly reduce the use of pesticides whenever possible. A SDS is to be supplied for all potential pesticides used and updated as necessary by the Vendor.

Traps should be placed in areas most likely to be frequented by pests but should be strategically located so as not to interfere with operations. When vacuuming of pests or pest control material/residue, a High-efficiency particulate arrestance ("HEPA") vacuum shall be used. The Vendor shall dispose of unused or waste pesticides in accordance with applicable State and Federal laws and/or regulations.

The Vendor shall be responsible for inspecting all buildings and disposal areas for the purpose of location problem areas. Problem areas may include, but are not limited to: wet locations, food source areas, structure issues, and penetration spots. All findings must be reported in writing via a Commercial Service and Inspection Report to the NHVVH responsible party, Marie Hemeon 603-527-4822, [Marie.Hemeon@NHVVH.NH.Gov](mailto:Marie.Hemeon@NHVVH.NH.Gov) or designee, listing problem areas and corrective measures to infestations at NHVVH.

New Hampshire Veterans Home		
Building	Sq. Footage	Frequency
NH Veteran's Home	375,000	Monthly

The Vendor shall furnish the Glenclyff Home ("Glenclyff") with the following services:

Glenclyff requires the successful bidder to complete a Contractor Orientation as part of the IPM Plan. The orientation is required for all technicians that provide pest control services to Glenclyff. The successful bidder shall have a minimum of two (2) technicians who have completed the orientation available. The orientation shall be provided by Glenclyff and the successful bidder shall attend at no cost to the State.

The Vendor shall provide training to Glenclyff staff. This training shall teach staff on best practice methods in identifying and controlling pests. This training shall be provided as part of the preventative Pest Control Process and shall be provided at no cost to the State.

The Vendor shall provide scheduled and non-scheduled pest control to rid and keep clean all the present buildings at Glenclyff of the pests listed within this bid. The State reserves the right to remove facilities with a 30-day notice. Any other buildings that may be added under the control of Glenclyff shall be serviced at a free agreeable to both the Vendor and Glenclyff or at the Grafton County rate. All work shall be completed on a mutually convenient schedule. If emergency fixed price scheduled treatment is required it shall be done within twenty-four (24) hours unless other arrangements are made with the facility:

Glenclyff may require the Vendor to rid pests not listed. This service shall be provided at an hourly rate. The Vendor shall be compensated for any traps, etc. that may be required, at a rate of cost plus twenty-five (25) percent over the Vendor's net cost. Said invoices shall contain all appropriate information detailing the list and net prices.

Emergency services shall be provided within twenty-four (24) hours of contact unless other arrangements are made with the facility.

Optional services shall be provided within two (2) business days of contact unless other arrangements are made with the facility.

Vendor shall provide all pest control supplies and equipment as dictated by the most current State Contract. Event effort shall be made by the Vendor to significantly reduce the use of pesticides whenever possible. A SDS is to be supplied for all potential pesticides used and updated as necessary by the Vendor.

Traps should be placed in areas most likely to be frequented by pests, but should be strategically located so as not to interfere with operations. All trap placements should be recorded on a detailed Trap Management Log. When vacuuming of pests or pest control material/residue, a HEPA vacuum shall be used. The Vendor shall dispose of unused or waste pesticides in accordance with applicable State and Federal laws and/or regulations.

The Vendor shall provide competent, licensed pest control personnel. The Vendor shall be responsible for inspecting all buildings and disposal areas for the purpose of locating problem areas. Problem areas may include, but are not limited to, wet locations, food source areas, structure issues, and penetration spots. All findings must be reported in writing via the Commercial Service and Inspection Report to Glenciff responsible party, Denise Butson 603-989-5221 [Denise.M.Butson@DHHS.NH.Gov](mailto:Denise.M.Butson@DHHS.NH.Gov) or designee, listing problem areas and correct measures to be taken.

Glenciff Home 393 High Street, Glenciff (individual building locations listed below)

Glenciff Home		
Building	Sq. Footage	Frequency
Brown	33,000	Monthly
LaMott	57,225	Monthly
Administration	10,368	Monthly
Adam	11,304	Monthly
Service	10,800	Monthly
Warehouse	13,256	Monthly
Superintendent/Day Care	5,832	Monthly
Doctor's Cottage	2,352	Monthly
Laundry	2,628	Monthly
Birchwood	3,160	Monthly
Birchwood Garage	3,120	Monthly
Carpenter	7,056	Monthly
Maintenance	6,300	Monthly
Storage Shed#1	324	Monthly
Storage Shed #2	240	Monthly
Storage Garage#1 (12 Bay)	2,052	Monthly
Storage Garage#1 (Salt Shed)	1,026	Monthly
Tunnels	10,828	Monthly
Garage over Tunnel	440	Monthly
Grounds Garage	5,650	Monthly
Ground Storage	1,728	Monthly
Body/Paint Shop	1,080	Monthly
Green House	308	Monthly
Recycle Shed	420	Monthly
Sugar House	960	Monthly
Boiler Room	2,144	Monthly
Boiler Room Containment Area	2,760	Monthly
Lower Station	400	Monthly
Well #3 Pump House	528	Monthly
Well #3 Building	200	Monthly

The Vendor shall furnish the NH Hospital ("NHH") with the following services:

NHH requires the successful bidder to complete a Contractor Orientation (provided by NHH) as part of the IPM Plan. The orientation takes approximately two (2) hours and is *required* for all technicians that provide pest control services to NHH. The successful bidder shall have a minimum of two (2) technicians who have completed the orientation available. This orientation shall be provided by NHH and the successful bidder shall attend at no cost to the State.

The Vendor shall provide training to certain support staff at NHH. This training shall teach staff on best practice methods in identifying and controlling pests. This training shall be provided as part of the preventative Pest Control Process and shall be provided at no cost to the State.

The Vendor shall provide scheduled and non-scheduled pest control to rid and keep clean all the present buildings; buildings may be added or removed.

NHH may require the Vendor to rid of pests not listed in the fixed price section. This service shall be provided at an hourly rate. The Vendor shall be compensated for any traps that may be required, at a rate of cost plus twenty-five (25) percent over the Vendor's net cost. Invoices shall contain all appropriate information detailing the list and net prices and amount discounted.

Emergency Services shall be provided within twenty-four (24) hours of contact.

Services shall be provided within two (2) business days of contact.

All buildings in operation on the premises and under the jurisdiction of NHH including but limited to:

**APS** – kitchen areas to be performed weekly, all areas monthly, and weekly special requests as needed.

**Materials Management** – every other week and weekly special requests as needed.

**Howard Recreation** – all areas every other week and weekly special requests as needed.

**All Transitional Houses (Yellow, Brick, Gray, Pond Place, Liberty, Burbank, Cottage, and Bayberry)** – during the months of May through September, service all areas monthly and weekly special requests as needed. During the months of October through April, special requests as needed.

The Vendor shall provide all pest control supplies and equipment as dictated by the most current State Contract. Every effort shall be made by the Vendor to significantly reduce the use of pesticides whenever possible. SDS' are to be supplied for all potential pesticides used and updated as necessary by the Vendor. SDS' shall be filed within the Pest Control Services Manual.

Traps should be placed in areas most likely to be frequented by pests but should be strategically located so as not to interfere with operations. All trap placements should be recorded on a detailed Trap Management Log. The Trap Management Log shall be filed within the Pest Control Services Manual.

When vacuuming pests or pest control material/residue, a HEPA vacuum shall be used. The Vendor shall dispose of unused or waste pesticides in accordance with applicable State and Federal laws and regulations.

The Vendor shall provide a competent, licensed pest control personnel. The Vendor shall be responsible for inspecting all buildings and disposal areas for the purpose of location problem areas. Problem areas may include, but are not limited to: wet locations, food source areas, structure issues, and penetration spots. All findings must be reported in writing via the Commercial Service and Inspection Report to the Director of Support Services or designee, listing the problem areas and corrective measures to be taken. The Vendor shall take a proactive approach to reducing the risk of pest infestations at NHH.

Supervisor II Lorraine Dauphinee [Lorraine.A.Dauphinee@dhhs.nh.gov](mailto:Lorraine.A.Dauphinee@dhhs.nh.gov), Program Specialist II Richard Drouin [Richard.A.Drouin@dhhs.nh.gov](mailto:Richard.A.Drouin@dhhs.nh.gov) or designee shall notify the Pest Control Vendor of any known problem areas or infestations.

The Director of Support Services shall update and maintain the Pest Control Manual as necessary.

The Environmental Services ("ES") personnel shall maintain a clean, odor free environment, and assist in the prevention of the spread of infection throughout the Hospital. The sanitation of the NHH environment is maintained by the following of area daily cleaning schedules located in the ES Operations Manual and in all Environmental Services closets.

NEW HAMPSHIRE HOSPITAL		
Location	Sq. Footage	Frequency
Acute Psychiatric Services (APS)	198,000	Weekly
Bayberry House	2,000	Weekly
Brick House	5,034	Weekly
Gray House	4,076	Weekly
Yellow House	4,512	Weekly
Pond Place	7,180	Weekly
Superintendent's Cottage	2,750	Weekly
Howard Recreation Building	34,795	Bi-Weekly
Twitchell Hall	10,444	Weekly
APS - Kitchen Areas (APS, Dietary, Dietary Supplies Rm)	6,266	Weekly
Materials Management & Central Supply Rm	2,423	Bi-Weekly
Philbrook Building	28,279	Monthly

The Vendor shall furnish the Department of Corrections, New Hampshire State Prison ("NHSP") with the following services:

NHSP requires the successful bidder to complete a Contractor Orientation as part the IPM plan. The orientation is required for all technicians that provide pest control services to NHSP. The successful bidder shall a minimum of two (2) technicians who have completed the orientation available. This orientation shall be provided by NHSP and the successful bidder shall attend at no cost to the state.

The Vendor shall provide training to NHSP staff. This training shall teach staff on best practice methods in identifying and controlling pests. This training shall be provided as part of the preventative pest control process and shall be provided at no cost to the state.

The Vendor shall provide scheduled and non-scheduled pest control to rid and keep clean all the present buildings; buildings may be added or deleted.

NHH may require the Vendor to rid of pests not listed in the fixed price section. This service shall be provided at an hourly rate. The Vendor shall be compensated for any traps that may be required, at a rate of cost plus twenty-five (25) percent over the Vendor's net cost. Invoices shall contain all appropriate information detailing the list and net prices and amount discounted.

Emergency Services shall be provided within twenty-four (24) hours of contact.

Services shall be provided within two (2) business days of contact.

The Vendor shall provide all pest control supplies and equipment as dictated by the most current State Contract. Every effort shall be made by the Vendor to significantly reduce the use of pesticides whenever possible. SDS' are to be supplied for all potential pesticides used and updated as necessary by the Vendor. SDS' shall be filed within the Pest Control Services Manual.

Traps should be placed in areas most likely to be frequented by pests but should be strategically located so as not to interfere with operations. All trap placements should be recorded on a detailed Trap Management Log. The Trap Management Log shall be filed within the Pest Control Services Manual.

When vacuuming pests or pest control material/residue, a HEPA vacuum shall be used. The Vendor shall dispose of unused or waste pesticides in accordance with applicable State and Federal laws and regulations.

The Vendor shall be responsible for inspecting all buildings and disposal areas for the purpose of locating problem areas. Problem areas may include, but are not limited to, wet locations, food source areas, structure issues, and penetration spots. All findings must be reported in writing via the Commercial Service and Inspection Report to the facility contact or designee listing problem areas and corrective measures to be taken. The Vendor shall take a proactive approach to reducing the risk of pest infestations at NHSP.

The NHSP facility contact or their designee shall be responsible in notifying the Vendor of any known problem areas or infestations.

Department of Corrections			
Facility	Square Footage	Frequency	Contact
Calumet House 126 Lowell St., Manchester NH Hillsborough County	4,800	Monthly	Heidi Laramie 603-271-1888 Heidi.H.Laramie@doc.nh.gov
Canteen Unit 281 North State St., Concord NH Merrimack County	1,200	Monthly	Heidi Laramie 603-271-1888 Heidi.H.Laramie@doc.nh.gov
Concord Prison Kitchen 281 North State St., Concord NH Merrimack County	4,500	Weekly	Heidi Laramie 603-271-1888 Heidi.H.Laramie@doc.nh.gov
Concord Prison Warehouse 281 North State St., Concord NH Merrimack County	65,000	Monthly	Heidi Laramie 603-271-1888 Heidi.H.Laramie@doc.nh.gov
Minimum Security Unit 281 North State St., Concord NH Merrimack County	25,000	Monthly	Heidi Laramie 603-271-1888 Heidi.H.Laramie@doc.nh.gov
Shea Farm 60 Irons Work Rd., Concord NH Merrimack County	4,200	Monthly	Heidi Laramie 603-271-1888 Heidi.H.Laramie@doc.nh.gov
North End House 1 Perimeter Rd., Concord NH Merrimack County	3,900	Monthly	Heidi Laramie 603-271-1888 Heidi.H.Laramie@doc.nh.gov
Women's Prison 42 Perimeter Rd., Concord NH Merrimack County	101,000	Monthly	Dan Miller 603-271-0609 Daniel.A.Miller@doc.nh.gov
PPO District Office 341 North State St., Concord NH	22,960	Monthly	John Clemons 603-271-5651 John.P.Clemons@doc.nh.gov
Northern Correctional Facility 138 East Milan Rd., Berlin NH	250,000	Bi-Weekly	Heidi Laramie 603-271-1888 Heidi.H.Laramie@doc.nh.gov

**PEST CONTROL LOCATION ADDITIONS:**

Location additions are permitted to be added to the contract(s) throughout the entire term of the contract (3yr min) wherein notification is sent to the Contract Administrator via email from the requesting agency supervisor or manager (minimum approval level) requesting the required service inclusive of all applicable information required to submit a formal request through the RFQ process only with and between newly awarded contracted vendors.

If a building/facility is owned or maintained by another agency; the same restrictions above will apply, however notification will be required via email through to upper level Management to the agency maintaining said building/facility.

**PEST CONTROL LOCATION REMOVALS:**

Agency location removal from Pest Control Contracts are able to move forward with removal:

- If service(s) will no longer be required for the term of the contract at the location contracted.
- If an agency is moving locations; wherein the current vendor will have the opportunity to re-quote the new locations building if there is a tolerance variance of +/- 1,000 sq ft between the two locations. If the current contractor should choose to opt of the new location removing it from their portfolio or the vendors quote is not in the realm of acceptable by BoPP and the affected agency, the new location will follow the RFQ process and a new vendor chosen.
- If a building/location should no longer be leased or owned by the State of New Hampshire; immediate notification to BoPP's Contract Administrator, the Contractor, and the landlord and/or property owner in writing will be required informing of the ceasing of any/all pest control services at contracted location. This to ensure no further services and or costs are incurred by the State, its Agency or the Contractor.

**IRREGULAR SEASONAL:**

If an Agency location is classified as seasonal, the service increment is now available as Irregular Seasonal (6-month increment opening through closings of May 1<sup>st</sup> through October 31<sup>st</sup> and/or November 1<sup>st</sup> through April 30<sup>th</sup>) for the term of the contract. Pricing shall include initial opening, cleanout at beginning of season and invoiced monthly for 6 months.

**EXCLUSION SERVICE:**

If exclusion services are provided by vendor, this service shall be an optional service as both a "Non-Regular" service option available to "Non-Regular" requesting Agencies (Attachment 1 Section 1) and also be available to "Individual Agency Locations" listed within the regularly "Individual Locations" (Attachment 1 Section 2) on an as needed basis as a separate fee, identified and represented separately on invoicing from regular service fee charges.

Vendor shall be required to seal up points of entry and exit utilizing multiple types of products (i.e., Metal, caulking, copper mesh) to seal structural challenges in order to prevent rodents from entering, re-entering and/or exiting structures for trapping and removal purposes.

**PERIMETER SPRAY:**

If perimeter spray services are provided by vendor, this service shall be an optional service for "non-Regular" service option available to "Non-Regular" requesting Agencies (Attachment 1 Section 1) as a separate fee, identified and represented separately on invoicing from other service fee charges.

If perimeter spray services are provided by vendor, they shall be made available to "Individual Agency Locations" listed within the regularly "Individual Locations" (Attachment 1 Section 2) on an as needed basis and shall be included as part of the incremental "Fee".

Perimeter spray shall be noted as; a preventative treatment or after evidence of insect activity. For indoor & perimeter providing barrier for protection against insect(s) (i.e., ants, roaches and spiders indoors on nonporous surfaces), eradicating invading insects including: ants, cockroaches, spiders, fleas, ticks, scorpions, beetles, earwigs, silverfish, centipedes and millipedes.

Insect eradication for indoors (i.e. kitchens, bathrooms, doors, windows and basements) and outdoors (perimeter foundations, garages, patios and decks) with an acceptable dry time for quick and safe re-entry.

**Wildlife/Animal Control (not applicable to Pest Control)**

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein. Provide comprehensive wildlife control services and solutions for all types of live nuisance animals listed by examples.

Wildlife (animal) examples shall be noted but not limited to; Bats, Squirrels, Groundhogs, Moles, Voles, Skunks, Possum, Raccoon, Fox, Coyotes, Beaver and Porcupine. Able to provide complete effective wildlife control in the removal, control, prevention, exclusion, and trapping for wildlife issues and/or invasions.

Wildlife management services are to be rendered by the Vendor covering the actual performance of humane wildlife control and relocations work for interiors and exteriors of facilities in accordance with the items that follow.

Provide comprehensive wildlife control services and solutions for all types of live animals.

Vendor shall abide and be regulated by the State of New Hampshire Department of Fish and Game § Fis 308 in efforts to ensure humane, effective, and proper treatment of wildlife during removal/relocation process. Shall retain, maintain and be appropriately insured and licensed through the State of New Hampshire's Fish and Game Department as a Wildlife Control Operator (WCO) with a minimum Level II WCO license for the entire term of the contract;

*Level II control operators are engaged in the commercial practice of trapping nuisance animals. In addition to the fee, every Level II WCO must complete a 6-hour workshop, or be certified by the National Wildlife Control Operators Association (NWCOPA) or have held a previous Level II WCO license (pursuant to FIS 308.05).*

*"Level II wildlife control operator" means a person who is engaged in the commercial practice of trapping nuisance animals under RSA 210:24-b*

*"Nuisance animal" means wildlife a landowner requires excluded or removed to protect from injury or destruction by the animal specified in Fis 308.02(e).*

A valid Level II WCO license shall be required and shall be verified by the State of New Hampshire Department Fish & Game prior to a contract being awarded. All awarded vendors are strictly required to renew annually during the entire term of the contract.

Award shall be made by lowest bid per WMU Furbearer Region (see following hyperlink);

Northern Region:	A, B, C1, C2 and D1
White Mountains Region:	D2, E, and F
Central Region:	G, I1, J1 and J2
Southwest Region:	H1, H2 and I2
Southeast Region:	K, L and M

<https://www.wildlife.nh.gov/sites/g/files/ehbcmt746/files/documents/wmu-furbearer-8x11.pdf>

The contract shall not include the following:

- Larger Wildlife Control/Relocation (specifically Bear, Deer, Moose and Turkey) - State of New Hampshire Fish and Game Division shall be notified immediately prior to any action taken.
- Reptiles, to include: snakes, turtles and other non-game or endangered species - State of New Hampshire Fish and Game Division shall be notified immediately prior to any action taken.
- Domestic Animals – Dogs and/or cats et al. – Agencies will need to call local Town/County Animal Control for assistance.
- Rodents – Rats and/or mice
- Deceased Animal Removal – Deceased animals of any type.

**EXCLUSION SERVICE:**

Shall be available as a "non-regular" service option available to Agencies separate from regular wildlife control service charges and shall also be represented separately on invoicing to requesting Agencies.

Vendor shall be required to seal up points of entry and exit utilizing multiple types of products (i.e., Metal, caulking, copper mesh) to seal structural challenges in order to prevent wildlife from entering, re-entering and/or exiting structures for trapping and removal purposes.

**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).

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.

The Vendor or their personnel shall not represent themselves as employees or agents of 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 product 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



**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

Attachment A: Sample P-37 Form

Attachment 1: Offer Section – Sections 1 through 4

**The Bid Opening is open to the public online at the following:**

Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

Meeting ID: 267 705 337 346

Passcode: Jk5xny

[Download Teams](#) | [Join on the web](#)

**Join with a video conferencing device**

[nhgov@m.webex.com](mailto:nhgov@m.webex.com)

Video Conference ID: 117 029 371 7

[Alternate VTC instructions](#)

**Or call in (audio only)**

[+1 603-931-4944, 527642664#](#) United States, Concord

Phone Conference ID: 527 642 664#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

# ATTACHMENT A

## 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 (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any

subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the

parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

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

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

ADDENDUM # 01 TO BID INVITATION # 2840-24

Posted: 10/31/2023

DATE OF BID CLOSING: 11/15/2023

TIME OF BID CLOSING: 11:00 AM (EST)

FOR: Pest and Wildlife Control

**Vendor Questions & State Responses:**

1. Site visitation. Whom can we contact to set up site visitations for NHH, NHSP, Glencliff and NHVH?

*1. All site visitation contacts for site visitation are located on – Attachment 1 Section 2 of the bid offer sheet.*

2. Page 7 paragraph 2 under pest control, lists vendors to cover the actual performance of insect and rodent management, on page 8 paragraph 1 it listed included pests, yet rodents are not listed?

*2. Page 7 – Section: Scope of Services - Subsection Pest Control states Full pest management services are to be rendered by the Vendor covering the actual performance of insect and rodent management work for interiors and exteriors of facilities in accordance with the items that follow. Page 8 – Section: Scope of Services – Subsection Pest Control states Pest management and preventative management shall include, and be applied to all locations, all non-wood destroying insects. All requirements inclusive of Section: Scope of Services Subsection Pest Control required by the contract.*

3. An effective IPM plan for flies and rodents requires a significant amount of equipment, such as mechanical traps, bait stations and insect light traps. Is there current equipment at each site for rodent and fly management or is supplying such equipment the expectations of pest control vendors? Page 9 paragraph 4 under Glencliff Home, it states vendors shall be compensated for any traps at vendor cost plus 25%, does this apply to rodent equipment and ULV fly lights for Glencliff or the entire bid contract?

*3. Contracted vendor would be responsible for newly required equipment. If such equipment currently exists from previous contracted vendors, previously utilized equipment is removed and new contractor equipment is utilized.*

4. Page 7 Paragraph 7 under Pest Control, states that prior to initiation of service, the vendor shall submit a IPM plan for each building, does this apply to all buildings listed in section 2 for individual buildings or to any property requesting service?

*4. The IPM plan would apply only to buildings/locations potential contractor would have the ability and interest in servicing in being awarded the contract for said specific site building/location.*

5. Page 8 paragraph 2 states lifts and ladders will be required for heights greater than 10 feet, rental of lifts would be separate charge, correct?

*5. In efforts to avoid safety hazards possibly encountered for heights greater than 10 feet OSHA regulates the use of the above noted apparatus's. Please note Attachment 1 Section 4 (four) is for "Optional Services" of "Stinging Insects", prices provided would need to include necessary equipment for regulated removals.*

6. Page 8, paragraph 7 states the vendor shall not use any pesticides until after inspection and monitoring indicate presence of pests that exceed action thresholds. Are there established thresholds for specific sites?

6. Exceeding the action thresholds would be determined by the contracted or requisitioning State Agency contact as defined as: The number of pests or level of damage beyond which management action should be taken is known as the action threshold, a fundamental concept in integrated pest management

7. Paragraph 7 also states the vendor must submit a written report indicating target pests, need for treatment as well as other basic required information. Is there a waiting period after such a written report is submitted to on site contact or is this at the discretion of the pest control operator and the site contact?

7. The written report indicating target pests, need for treatment as well as other basic required information would be submitted to the onsite State contact and forwarded for supervisory approval. The decisions would be at and between the professional advice of the pest control operator and the State approved contact.

8. Is the total amount of billed pest control hours public record for previous years to assist vendors with consideration of the size of this bid.

8. Past billed hours would not be of assistance in the bidding process. Per Page 7 Paragraph 2: Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services. Site visits are highly recommended to familiarize vendors with size and scope of service required of each potential contracted location for both accuracy of bids and/or current or ongoing pest issues.

**Current:**

Attachment 1 Offer Sheet – Section 2 Indiv Locations – Subsection - New Hampshire Bureau of Courts: Currently shows 5 (five) Locations.

**Change:**

Attachment 1 Offer Sheet – Section 2 Indiv Locations – Subsection - New Hampshire Bureau of Courts: Update and replace with following 9 (nine) total locations

Facility	Contact	Sq. Foot	Frequency of Service Type	Year One	Year Two	Year Three	Extended Yr Service Total	Year Four Rate (when applicable)	Year Five Rate (when applicable)
<b>New Hampshire Bureau of Courts</b>									
Bureau Of Courts - Coos County Superior Court	Brian Young 603-892-4519	34,000	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
55 School St, Lancaster NH	brian.g.young@das.nh.gov		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bureau of Courts - Northern Carroll County Circuit Court	Brian Young 603-892-4520	5,800	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
3 East Conway Rd, N Conway NH	brian.g.young@das.nh.gov		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bureau Of Courts - Carroll County Court	Brian Young 603-892-4521	34,000	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
97 Water Village Rd, Ossipee NH	brian.g.young@das.nh.gov		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bureau Of Courts - Plymouth Circuit Court	Brian Young 603-892-4522	16,000	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
26 Green St, Plymouth NH	brian.g.young@das.nh.gov		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bureau of Courts - Rockingham County Court	Brian Young 603-892-4523	100,000	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
10 Route 125, Brentwood NH	brian.g.young@das.nh.gov		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Bureau of Courts - Hillsborough Superior - South	Brian Young 603-892-4523	86,000	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
30 Spring St., Nashua, NH	brian.g.young@das.nh.gov		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bureau of Courts - Supreme Court of New Hampshire	Joshua Patterson 603-729-6621	60,000	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
1 Charles Doe Dr., Concord NH	JPatterson@courts.state.nh.us		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bureau of Courts - 6th Circuit Court Probate Division	Joshua Patterson 603-729-6621	30,000	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
2 Charles Doe Dr., Concord NH	JPatterson@courts.state.nh.us		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bureau of Courts - Hillsborough Superior Court - North	Bill Brennan 603-931-0958	87,000	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
300 Chestnut St., Manchester NH	william.j.brennan@das.nh.gov		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**CLARIFICATION/REASON:**

Attachment 1 Section 2: Individual Locations – additional Court facility locations to be contracted

**PURCHASING AGENT:** Liz Moskalenko

**TEL. NO.:** 603-271-3122

**E:Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

**NOTE:** UPON EXECUTION AND SUBMISSION OF THIS DOCUMENT, THE RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID. ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID DOCUMENTS TO ENSURE COMPLIANCY.

BIDDER Pest End ADDRESS 91 Plaistow Rd  
 BY Kelly McDonough Plaistow NH  
(this document must be signed)  
Kelly McDonough TEL. NO. 603-686-2890  
(please type or print name)

Please visit: <https://das.nh.gov/purchasing/purchasing.asp> (click on "Bid and Proposals") for complete bid and addendums.



**STATE OF NEW HAMPSHIRE**  
**BUREAU OF PURCHASE AND PROPERTY**  
**STATE HOUSE ANNEX**  
**25 CAPITOL STREET**  
**CONCORD, NEW HAMPSHIRE 03301-6398**

**ADDENDUM # 02 TO BID INVITATION # 2840-24**

Posted: 11/2/2023

**DATE OF BID CLOSING:** 11/15/2023

**TIME OF BID CLOSING:** 11:00 AM (EST)

**FOR:** Pest and Wildlife Control

**Current:**

Attachment 1 Offer Sheet – Section 2 Individual Locations – Subsection - Not currently listed

**Change to Add:**

Attachment 1 Offer Sheet – Section 2 Individual Locations – Subsection - New Hampshire Veterans Cemetery: Update to add the following new location(s)

Facility	Contact	Sq. Foot	Frequency/Service Type	Year One	Year Two	Year Three	Extended 3yr Service Total	Year Four Rate (when applicable)	Year Five Rate (when applicable)
<b>New Hampshire Veterans Cemetery</b>									
NH Veterans Cemetery - Administration Building 110 Daniel Webster Hwy, Boscawen NH	Shawn Buck 603-796-2026 x101	4,240	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
	Sbuck@nhsvc.com		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NH Veterans Cemetery - Maintenance Building 110 Daniel Webster Hwy, Boscawen NH	Shawn Buck 603-796-2026 x101	5,400	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
	Sbuck@nhsvc.com		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NH Veterans Cemetery - Chapel Building 110 Daniel Webster Hwy, Boscawen NH	Shawn Buck 603-796-2026 x101	2,128	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
	Sbuck@nhsvc.com		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Clarification/Reason:** Attachment 1 Section 2: Individual Locations – additional Veterans Cemetery Building locations to be contracted

**PURCHASING AGENT:** Liz Moskalenko

**TEL. NO.:** 603-271-3122

**E:Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

**NOTE:** UPON EXECUTION AND SUBMISSION OF THIS DOCUMENT, THE RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID. ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID DOCUMENTS TO ENSURE COMPLIANCY.

BIDDER Pest End  
 BY Kelly McDonough  
(this document must be signed)  
Kelly McDonough  
(please type or print name)

ADDRESS 91 Plaistow Rd  
Plaistow NH  
 TEL. NO. 603-686-2890

Please visit: <https://das.nh.gov/purchasing/purchasing.asp> (click on "Bid and Proposals") for complete bid and addendums.



**STATE OF NEW HAMPSHIRE**  
**BUREAU OF PURCHASE AND PROPERTY**  
**STATE HOUSE ANNEX**  
**25 CAPITOL STREET**  
**CONCORD, NEW HAMPSHIRE 03301-6398**

**ADDENDUM # 03 TO BID INVITATION # 2840-24**

Posted: 11/9/2023

**DATE OF BID CLOSING: 11/15/2023**

**TIME OF BID CLOSING: 11:00 AM (EST)**

**FOR: Pest and Wildlife Control**

**Current:**

Attachment 1 Offer Sheet – Section 2 Indiv Locations – Subsection - New Hampshire Department of Health & Human Services - Glencliff Home

**Change to Add and Remove:**

Attachment 1 Offer Sheet – Section 2 Indiv Locations – Subsection - New Hampshire Department of Health & Human Services - Glencliff Home

**Add Location**

Facility	Contact	Sq. Foot	Frequency of Service Type	Year One	Year Two	Year Three	Extended Yr Service Total	Year Four Rate (when applicable)	Year Five Rate (when applicable)
<b>New Hampshire Department of Health &amp; Human Services - Glencliff Home</b>									
Recreation Hall	Denise Butson 603-989-5221	2466	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
393 High St, Glencliff	Denise.M.Butson@DHHS.NH.Gov		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Remove Locations**

Facility	Contact	Sq. Foot	Frequency of Service Type	Year One	Year Two	Year Three	Extended Yr Service Total	Year Four Rate (when applicable)	Year Five Rate (when applicable)
<b>New Hampshire Department of Health &amp; Human Services - Glencliff Home</b>									
Garage above Tunnel	Denise Butson 603-989-5221	440	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
393 High St, Glencliff	Denise.M.Butson@DHHS.NH.Gov		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Storage Garage#1 (12 Bay)	Denise Butson 603-989-5221	2,052	Monthly Service Fee	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
393 High St, Glencliff	Denise.M.Butson@DHHS.NH.Gov		Annual Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Clarification/Reason:** Attachment 1 Section 2: Individual Locations –

Addition – New Hampshire Department of Health & Human Services - Glencliff Home one location to be contracted.

Removal – two locations to be removed from bidding.

**PURCHASING AGENT:** Liz Moskalenko

**TEL. NO.:** 603-271-3122

**E:Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

**NOTE:** UPON EXECUTION AND SUBMISSION OF THIS DOCUMENT, THE RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID. ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID DOCUMENTS TO ENSURE COMPLIANCY.

BIDDER	<u>Pest End</u>	ADDRESS	<u>91 Plaistow Rd</u>
BY	<u>Kelly McDonough</u> (this document must be signed)		<u>Plaistow NH</u>
	<u>Kelly McDonough</u> (please type or print name)	TEL. NO.	<u>603-686-2890</u>

Please visit: <https://das.nh.gov/purchasing/purchasing.asp> (click on "Bid and Proposals") for complete bid and addendums.



**STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398**

**ADDENDUM # 04 TO BID INVITATION # 2840-24**

Posted: 11/14/2023

**DATE OF BID CLOSING:** 11/15/2023

**TIME OF BID CLOSING:** 11:00 AM (EST)

**FOR:** Pest and Wildlife Control

**Vendor Question:**

Wondering how we are supposed to bid the counties for irregular seasonal increments on a monthly basis without knowing how big or small the buildings would be. Also, what Pest control measures would be performing on this monthly rate?

**State Response:**

Please see revised Attachment 1 Offer Sheet Section 1 Non Regular.

Pest control measures performed would be what is deemed necessary and requested by the applicable agency at the time the service is requested.

**CURRENTLY READS:**

- DATE OF BID CLOSING: 11/15/2023
- Irregular Seasonal \*\*6 Month Increments (Attachment 1)
- Attachment 1

**CHANGE TO READ:**

- DATE OF BID CLOSING: 11/29/2023
- Irregular Seasonal \*\*6 Month Increments 1-1200 Sq Ft (Revised Attachment 1)
- Please utilize revised/attached Attachment 1 Offer Sheet

**CLARIFY:**

Due to number of individual locations being increased and some location removals, please be sure to utilize revised Attachment 1; Bid Closing Date has been extended to allow for further thorough site visitations.

**PURCHASING AGENT:** Liz Moskalenko  
**TEL. NO.:** 603-271-3122  
**E:Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

**NOTE:** UPON EXECUTION AND SUBMISSION OF THIS DOCUMENT, THE RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID. ADDENDUM MUST BE SIGNED AND SUBMITTED WITH BID DOCUMENTS TO ENSURE COMPLIANCY.

BIDDER Pest Encl ADDRESS 91 Plaistow Rd  
BY *Kelly McDonough* Plaistow NH  
(this document must be signed)  
Kelly McDonough TEL. NO. 603-686-2890  
(please type or print name)

Please visit: <https://das.nh.gov/purchasing/purchasing.asp> (click on "Bid and Proposals") for complete bid and addendums.

Bid 2024 Attachment 1  
Non-Regularly Serviced Locations Offer Section 1

Bidders are not required to check off all  
County locations to be considered  
compliant.

Pricing should contract be extended  
the full 5yr Term under same terms  
& conditions

**SECTION ONE - PEST CONTROL - STATEWIDE PRICING**  
(non-regularly serviced locations)

For non-regularly serviced locations: Check all applicable counties available to service and enter associated pricing

Belknap County	<input type="checkbox"/>	Hillsborough County	<input checked="" type="checkbox"/>
Carroll County	<input type="checkbox"/>	Merrimack County	<input checked="" type="checkbox"/>
Cheshire County	<input type="checkbox"/>	Rockingham County	<input checked="" type="checkbox"/>
Coos County	<input type="checkbox"/>	Strafford County	<input type="checkbox"/>
Grafton County	<input type="checkbox"/>	Sullivan County	<input type="checkbox"/>

Belknap County		Year One Rate	Year Two Rate	Year Three Rate	Year Four Rate (when applicable)	Year Five Rate (when applicable)
Rodent Control	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bedbug Treatment	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pest Control	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Termite Control	Per Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Follow-Up Service Fee	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exclusion Service	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Perimeter Spray	Per Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
After Hours Service	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Emergency Service Treatment	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>				\$0.00		

Carroll County		Year One Rate	Year Two Rate	Year Three Rate	Year Four Rate (when applicable)	Year Five Rate (when applicable)
Rodent Control	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bedbug Treatment	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pest Control	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Termite Control	Per Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Follow-Up Service Fee	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exclusion Service	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Perimeter Spray	Per Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
After Hours Service	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Emergency Service Treatment	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>				\$0.00		

Cheshire County		Year One Rate	Year Two Rate	Year Three Rate	Year Four Rate (when applicable)	Year Five Rate (when applicable)
Rodent Control	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bedbug Treatment	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pest Control	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Termite Control	Per Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Follow-Up Service Fee	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exclusion Service	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Perimeter Spray	Per Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
After Hours Service	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Emergency Service Treatment	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total      \$0.00

Coos County		Year One Rate	Year Two Rate	Year Three Rate	Year Four Rate (when applicable)	Year Five Rate (when applicable)
Rodent Control	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bedbug Treatment	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pest Control	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Termite Control	Per Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Follow-Up Service Fee	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exclusion Service	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Perimeter Spray	Per Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
After Hours Service	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Emergency Service Treatment	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		<u>Total</u>		<u>\$0.00</u>		

Coos County		Year One Rate	Year Two Rate	Year Three Rate	Year Four Rate (when applicable)	Year Five Rate (when applicable)
Rodent Control	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bedbug Treatment	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pest Control	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Termite Control	Per Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Follow-Up Service Fee	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exclusion Service	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Perimeter Spray	Per Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
After Hours Service	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Emergency Service Treatment	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		<u>Total</u>		<u>\$0.00</u>		

Grafton County		Year One Rate	Year Two Rate	Year Three Rate	Year Four Rate (when applicable)	Year Five Rate (when applicable)
Rodent Control	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bedbug Treatment	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pest Control	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Termite Control	Per Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Follow-Up Service Fee	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exclusion Service	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Perimeter Spray	Per Linear Foot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
After Hours Service	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Emergency Service Treatment	Hourly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		<u>Total</u>		<u>\$0.00</u>		

Hillsborough County		Year One Rate	Year Two Rate	Year Three Rate	Year Four Rate (when applicable)	Year Five Rate (when applicable)
Rodent Control	Hourly Rate	\$250.00	\$250.00	\$250.00	\$0.00	\$0.00
Bedbug Treatment	Hourly Rate	\$300.00	\$300.00	\$300.00	\$0.00	\$0.00
Pest Control	Hourly Rate	\$175.00	\$175.00	\$175.00	\$0.00	\$0.00
Termite Control	Per Linear Foot	\$15.00	\$15.00	\$15.00	\$0.00	\$0.00
Follow-Up Service Fee	Hourly Rate	\$150.00	\$150.00	\$150.00	\$0.00	\$0.00
Exclusion Service	Hourly Rate	\$250.00	\$250.00	\$250.00	\$0.00	\$0.00
Perimeter Spray	Per Linear Foot	\$1.00	\$1.00	\$1.00	\$0.00	\$0.00
After Hours Service	Hourly Rate	\$275.00	\$275.00	\$275.00	\$0.00	\$0.00
Emergency Service Treatment	Hourly Rate	\$275.00	\$275.00	\$275.00	\$0.00	\$0.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$200.00	\$200.00	\$200.00	\$0.00	\$0.00
		<u>Total</u>		<u>\$5,673.00</u>		

Rockingham County		Year One Rate	Year Two Rate	Year Three Rate	Year Four Rate (when applicable)	Year Five Rate (when applicable)
Rodent Control	Hourly Rate	\$250.00	\$250.00	\$250.00	\$0.00	\$0.00
Bedbug Treatment	Hourly Rate	\$300.00	\$300.00	\$300.00	\$0.00	\$0.00
Pest Control	Hourly Rate	\$175.00	\$175.00	\$175.00	\$0.00	\$0.00
Termite Control	Per Linear Foot	\$15.00	\$15.00	\$15.00	\$0.00	\$0.00
Follow-Up Service Fee	Hourly Rate	\$150.00	\$150.00	\$150.00	\$0.00	\$0.00
Exclusion Service	Hourly Rate	\$250.00	\$250.00	\$250.00	\$0.00	\$0.00
Perimeter Spray	Per Linear Foot	\$1.00	\$1.00	\$1.00	\$0.00	\$0.00
After Hours Service	Hourly Rate	\$275.00	\$275.00	\$275.00	\$0.00	\$0.00
Emergency Service Treatment	Hourly Rate	\$275.00	\$275.00	\$275.00	\$0.00	\$0.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$200.00	\$200.00	\$200.00	\$0.00	\$0.00
<b>Total</b>				<b>\$5,673.00</b>		

Strafford County		Year One Rate	Year Two Rate	Year Three Rate	Year Four Rate (when applicable)	Year Five Rate (when applicable)
Rodent Control	Hourly Rate	\$250.00	\$250.00	\$250.00	\$0.00	\$0.00
Bedbug Treatment	Hourly Rate	\$300.00	\$300.00	\$300.00	\$0.00	\$0.00
Pest Control	Hourly Rate	\$175.00	\$175.00	\$175.00	\$0.00	\$0.00
Termite Control	Per Linear Foot	\$15.00	\$15.00	\$15.00	\$0.00	\$0.00
Follow-Up Service Fee	Hourly Rate	\$150.00	\$150.00	\$150.00	\$0.00	\$0.00
Exclusion Service	Hourly Rate	\$250.00	\$250.00	\$250.00	\$0.00	\$0.00
Perimeter Spray	Per Linear Foot	\$1.00	\$1.00	\$1.00	\$0.00	\$0.00
After Hours Service	Hourly Rate	\$275.00	\$275.00	\$275.00	\$0.00	\$0.00
Emergency Service Treatment	Hourly Rate	\$275.00	\$275.00	\$275.00	\$0.00	\$0.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$200.00	\$200.00	\$200.00	\$0.00	\$0.00
<b>Total</b>				<b>\$5,673.00</b>		

Sullivan County		Year One Rate	Year Two Rate	Year Three Rate	Year Four Rate (when applicable)	Year Five Rate (when applicable)
Rodent Control	Hourly Rate	\$250.00	\$250.00	\$250.00	\$0.00	\$0.00
Bedbug Treatment	Hourly Rate	\$300.00	\$300.00	\$300.00	\$0.00	\$0.00
Pest Control	Hourly Rate	\$175.00	\$175.00	\$175.00	\$0.00	\$0.00
Termite Control	Per Linear Foot	\$15.00	\$15.00	\$15.00	\$0.00	\$0.00
Follow-Up Service Fee	Hourly Rate	\$150.00	\$150.00	\$150.00	\$0.00	\$0.00
Exclusion Service	Hourly Rate	\$250.00	\$250.00	\$250.00	\$0.00	\$0.00
Perimeter Spray	Per Linear Foot	\$1.00	\$1.00	\$1.00	\$0.00	\$0.00
After Hours Service	Hourly Rate	\$275.00	\$275.00	\$275.00	\$0.00	\$0.00
Emergency Service Treatment	Hourly Rate	\$275.00	\$275.00	\$275.00	\$0.00	\$0.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$200.00	\$200.00	\$200.00	\$0.00	\$0.00
<b>Total</b>				<b>\$5,673.00</b>		

\*\*IRREGULAR SEASONAL: Seasonal (6 Month increment opening through closings of May 1st through October 31st and/or November 1st through April 30th )