



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

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

August 7, 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 amend an existing contract (Contract #8003152) with Rowell's Services LLC (VC#167877), Northfield, NH, by increasing the price limitation by \$249,453.33 from \$450,000 to \$699,453.33 with no change to the contract completion date for septic/holding tank pumping and disposal services effective upon approval of Governor and Executive Council through October 31, 2025. The original contract was approved by Governor and Executive Council on December 21, 2022, item #135.

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

As previously stated, the original contract was approved by the Governor and Executive Council on December 21, 2022, item #135. The requested price limitation of \$699,453.33 is adequate and will cover the full term of the existing contract (Contract #8003152) with the addition of the new location (41 Arethusa Falls Road, Hart's Location, 03812). This location has been owned by the State of NH, however, was unoccupied until recently and did not require unnecessary expenses related to septic pumping. There has also been an increase in contract usage that was not previously known resulting in the need to increase the spend limitation. Furthermore, this amendment is changing the limit of "per occurrence" services from \$3,000.00 to \$25,000.00 in conjunction with approval of the Department of Public Works which is expected to contribute to an increase in spending against the contract. The original "per occurrence" limit of \$3,000.00 creates an unnecessary administrative burden on all end users since there are many instances where service exceeds \$3,000.00 (approximately 72% of all requests). The price limitation is calculated from actual expenditures in business intelligence reports, providing accurate spend data.

Contract financials	
Current limitation	\$450,000.00
This amendment	\$249,453.33
New limitation	\$699,453.33

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Rowell's Services LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



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 Assistant Commissioner

ACH Spend	P-card Spend
\$28,098.50	\$0.00
\$192,450.44	\$12,933.64
\$65,416.51	\$2,065.50
\$137,902.07	\$13,000.00
\$171,000.00	\$13,000.00
\$594,867.52	\$40,999.14

Contract 8003152 Total Spend Breakdown	
\$28,098.50	2022 (two months)
\$205,384.08	2023
\$67,482.01	2024 (five months)
\$150,902.07	2024 (forecasted)
\$184,000.00	2025 (forecasted 10 months)
\$635,866.66	Total Spend
\$63,586.67	10% Balance of Product Line
\$699,453.33	New Limitation

Amendment Breakdown	
\$450,000.00	Current Limitation
\$300,964.59	Current Spend
\$334,902.07	Estimated Spend Through Contract Completion
\$699,453.33	New Limitation

Contract #8003152 Detailed Spend

Current total ACH spend: \$285,965.45

CO	AGENCY	VEND	VENDOR LOCATION	INVOICE	DESCRIPTION	SEQ#	DESCRIPTION	INV DATE	CHECK DATE	AGENCY	VOUCHE R	TRAN AM T	CHECK NUM-	PO NUMBER
10	03500	167877	Rowell's Services LLC	8840	GREENFIELD STATE PAR	2	GREENFIELD STATE PAR	8/3/2022	8/26/2022	035	5408944	-\$315.00	3409403	8002574
10	09400	167877	Rowell's Services LLC	89727	CUST# 167877	1	CUST# 167877	8/29/2022	11/29/2022	094	5518110	\$903.75	3446860	8002574
10	01400	167877	Rowell's Services LLC	92444	No contract listed	1	No contract listed	10/19/2022	11/29/2022	014	5506588	\$1,750.00	3446860	
10	03500	167877	Rowell's Services LLC	91218	DNCR LAFAYETTE	1	DNCR LAFAYETTE	10/21/2022	1/23/2023	035	5563324	\$2,100.00	3467515	8003152
10	03500	167877	Rowell's Services LLC	91221	DNCR LAFAYETTE	1	DNCR LAFAYETTE	10/21/2022	1/18/2023	035	5563326	\$250.00	3465335	8003152
10	03500	167877	Rowell's Services LLC	93163	DNCR LAFAYETTE	1	DNCR LAFAYETTE	10/21/2022	1/18/2023	035	5563322	\$500.00	3465335	8003152
10	03500	167877	Rowell's Services LLC	93275	DNCR FLUME GORGE	1	DNCR FLUME GORGE	10/24/2022	1/18/2023	035	5563314	\$798.75	3465335	8003152
10	03500	167877	Rowell's Services LLC	93283	GREENFIELD STATE PAR	1	GREENFIELD STATE PAR	10/25/2022	11/17/2022	035	5491044	\$870.00	3442954	8002574
10	03500	167877	Rowell's Services LLC	92381	DNCR FLUME GORGE	1	DNCR FLUME GORGE	10/26/2022	1/18/2023	035	5563311	\$555.00	3465335	8003152
10	03500	167877	Rowell's Services LLC	93286	DNCR GREENFIELD	1	DNCR GREENFIELD	10/31/2022	11/21/2022	035	5496198	\$2,100.00	3444081	8002574
10	03500	167877	Rowell's Services LLC	93415	DNCR GREENFIELD	1	DNCR GREENFIELD	10/31/2022	11/21/2022	035	5496199	\$903.00	3444081	8002574
10	03500	167877	Rowell's Services LLC	93287	DNCR GREENFIELD	1	DNCR GREENFIELD	11/1/2022	11/21/2022	035	5496204	\$1,575.00	3444081	8002574
10	02200	167877	Rowell's Services LLC	92825	167877 LITTLETON	1	167877 LITTLETON	11/2/2022	11/17/2022	022	5505102	\$2,310.00	3442954	8002574
10	02200	167877	Rowell's Services LLC	92826	167877 CANTERBURY	1	167877 CANTERBURY	11/2/2022	11/17/2022	022	5505096	\$1,120.00	3442954	8002574
10	02200	167877	Rowell's Services LLC	92827	167877 SANBORNTON	1	167877 SANBORNTON	11/2/2022	11/17/2022	022	5505105	\$1,200.00	3442954	8002574
10	02200	167877	Rowell's Services LLC	92828	SUTTON WELCOME CEN	1	SUTTON WELCOME CEN	11/3/2022	11/8/2023	022	5558169	\$810.00	3465336	
10	03500	167877	Rowell's Services LLC	93953	DNCR ODIORNE	1	DNCR ODIORNE	11/14/2022	12/7/2022	035	5509438	\$660.00	3449561	8002574
10	03500	167877	Rowell's Services LLC	93955	DNCR RYE HARBOR	1	DNCR RYE HARBOR	11/14/2022	12/7/2022	035	5509434	\$330.00	3449561	8002574
10	04300	167877	Rowell's Services LLC	94438	NH Veterans Home	1	NH Veterans Home	11/22/2022	12/15/2022	043	5528185	\$395.00	3453688	1074988
10	04400	167877	Rowell's Services LLC	94808	WRBP BROKEN SEWER M	1	WRBP BROKEN SEWER M	11/22/2022	12/15/2022	044	5517465	\$1,999.00	3453689	
10	02200	167877	Rowell's Services LLC	94781	SALEM WELCOME CEN	1	SALEM WELCOME CEN	11/28/2022	12/7/2022	022	5524550	\$794.00	3449562	
10	03500	167877	Rowell's Services LLC	94082	DNCR CANNON MTN	1	DNCR CANNON MTN	11/29/2022	1/18/2023	035	5563309	\$550.00	3465335	8003152
10	03500	167877	Rowell's Services LLC	94288	DNCR CANNON MTN	1	DNCR CANNON MTN	11/29/2022	1/23/2023	035	5563308	\$3,960.00	3467515	8003152
10	03500	167877	Rowell's Services LLC	94649	DNCR CANNON MTN	1	DNCR CANNON MTN	11/29/2022	1/23/2023	035	5563304	\$1,320.00	3467515	8003152
10	03500	167877	Rowell's Services LLC	94650	DNCR CANNON MTN	1	DNCR CANNON MTN	11/29/2022	1/18/2023	035	5563305	\$660.00	3465335	8003152
10	04300	167877	Rowell's Services LLC	96800	NH Veterans Home	1	NH Veterans Home	1/17/2023	2/9/2023	043	5571631	\$754.00	3476195	1074988
10	01400	167877	Rowell's Services LLC	96883	110 SMOKEY BEAR BLVD	1	110 SMOKEY BEAR BLVD	1/19/2023	2/13/2023	014	5576512	\$912.50	3477313	8003152
10	09400	167877	Rowell's Services LLC	93430291	NHH	1	NHH	1/23/2023	4/24/2023	094	5666286	\$695.00	3508909	
10	01400	167877	Rowell's Services LLC	97291	INV 97291	1	INV 97291	2/2/2023	4/6/2023	014	5640797	\$1,421.00	3500225	1090505
10	01400	167877	Rowell's Services LLC	97291	INV 97291	2	INV 97291	2/2/2023	4/6/2023	014	5640797	\$3,988.00	3500225	1090505
10	09400	167877	Rowell's Services LLC	96345	Labor & Equipment	1	Labor & Equipment	2/13/2023	3/24/2023	094	5635056	\$495.00	3494927	8002574
10	03500	167877	Rowell's Services LLC	98341	DNCR CANNON MTN	1	DNCR CANNON MTN	2/24/2023	3/14/2023	035	5615072	\$1,657.75	3489562	8003152
10	03500	167877	Rowell's Services LLC	98376	PEABODY LODGE @ CAN	1	PEABODY LODGE @ CAN	2/25/2023	6/16/2023	035	5723186	\$1,223.00	3535206	8003152
10	03500	167877	Rowell's Services LLC	98377	DNCR CANNON MTN	1	DNCR CANNON MTN	2/26/2023	3/7/2023	035	5615092	\$772.50	3486904	8003152
10	03500	167877	Rowell's Services LLC	98378	DNCR CANNON MTN	1	DNCR CANNON MTN	2/26/2023	3/7/2023	035	5615076	\$772.50	3486904	8003152
10	03500	167877	Rowell's Services LLC	98385	DNCR CANNON MTN	1	DNCR CANNON MTN	2/27/2023	3/14/2023	035	5615093	\$1,634.00	3489562	8003152
10	04200	167877	Rowell's Services LLC	98462	Labor, Equip & Eval	1	Labor, Equip & Eval	3/1/2023	3/6/2023	042	5614142	\$149.00	3486604	8003152
10	04200	167877	Rowell's Services LLC	98508	BioOne drop off	1	BioOne drop off	3/3/2023	3/8/2023	042	5615138	\$798.00	3487288	8003152
10	09400	167877	Rowell's Services LLC	96346	NHH	1	NHH	3/6/2023	3/27/2023	094	5636117	\$495.00	3495273	8002574
10	01400	167877	Rowell's Services LLC	98759	INV 98759	2	INV 98759	3/8/2023	10/18/2023	014	5841784	\$596.20	3592249	
10	01400	167877	Rowell's Services LLC	98759	INV 98759	3	INV 98759	3/8/2023	10/18/2023	014	5841784	-\$596.20	3592249	
10	03500	167877	Rowell's Services LLC	99045	PEABODY LODGE @ CAN	1	PEABODY LODGE @ CAN	3/16/2023	4/10/2023	035	5628599	\$859.00	3501668	8003152
10	09400	167877	Rowell's Services LLC	96347	NHH	1	NHH	3/23/2023	4/7/2023	094	5650226	\$495.00	3501302	8002574
10	04300	167877	Rowell's Services LLC	98762	NH Veterans Home	1	NH Veterans Home	3/23/2023	4/17/2023	043	5645422	\$594.00	3505661	1074988
10	04300	167877	Rowell's Services LLC	98763	NH Veterans Home	1	NH Veterans Home	3/23/2023	4/17/2023	043	5645423	\$250.00	3505661	1074988
10	03500	167877	Rowell's Services LLC	99630	PEABODY LODGE @ CAN	1	PEABODY LODGE @ CAN	3/30/2023	4/24/2023	035	5649802	\$1,024.00	3508908	8003152
10	02200	167877	Rowell's Services LLC	99805	NHBEA SANBORNTON R	1	NHBEA SANBORNTON R	4/4/2023	5/17/2023	022	5686822	\$1,999.45	3518078	8003152
10	02200	167877	Rowell's Services LLC	99806	CANTERBURY WELC CTR	1	CANTERBURY WELC CTR	4/5/2023	4/13/2023	022	5649987	\$1,838.00	3503869	8003152

Contract #8003152 Detailed Spend

10	01400	167877	Rowell's Services LLC	99863	Tank cleaning rate	1	Tank cleaning rate	4/5/2023	5/18/2023	014	5658356	\$243.00	3518415	8003152
10	01400	167877	Rowell's Services LLC	99887	INV 99887	1	INV 99887	4/6/2023	5/3/2023	014	5652376	\$688.75	2339764	8003152
10	01400	167877	Rowell's Services LLC	99749	INV 99749	1	INV 99749	4/7/2023	5/1/2023	014	5658102	\$1,299.00	3512156	8003152
10	02300	167877	Rowell's Services LLC	99956	NHDOS FIRE ACADEMY	1	NHDOS FIRE ACADEMY	4/7/2023	6/9/2023	023	5712930	\$1,299.00	3530600	8003152
10	03500	167877	Rowell's Services LLC	99980	DNCR CANNON MTN	1	DNCR CANNON MTN	4/13/2023	5/9/2023	035	5680649	\$419.00	3514901	8003152
10	04300	167877	Rowell's Services LLC	100429	NH Veterans Home	1	NH Veterans Home	4/18/2023	5/1/2023	043	5677190	\$395.00	3516032	1074988
10	01400	167877	Rowell's Services LLC	100865	INV 100865	1	INV 100865	4/25/2023	5/31/2023	014	5697370	\$375.00	3524635	8003052
10	01400	167877	Rowell's Services LLC	100577	**FY23 Comp. date 04/26/2	1	**FY23 Comp. date 04/26/23	4/26/2023	8/8/2023	014	5765478	\$11,680.00	3563040	1092962
10	01400	167877	Rowell's Services LLC	100953	**FY23 Comp. Date 04/28/2	1	**FY23 Comp. Date 04/28/23	4/28/2023	8/14/2023	014	5765469	\$1,800.00	3565078	1092962
10	01400	167877	Rowell's Services LLC	100953	**FY23 Comp. Date 04/28/2	2	**FY23 Comp. Date 04/28/23	4/28/2023	8/14/2023	014	5765469	-\$1,800.00	3565078	1092962
10	01400	167877	Rowell's Services LLC	100953	**FY23 Comp. Date 04/28/2	3	**FY23 Comp. Date 04/28/23	4/28/2023	8/14/2023	014	5765469	\$1,800.00	3565078	1092962
10	03500	167877	Rowell's Services LLC	99981	PEABODY LODGE CANN	1	PEABODY LODGE CANN	5/10/2023	6/2/2023	035	5697326	\$6,362.00	3525333	8003152
10	01400	167877	Rowell's Services LLC	101531	**FY23 Comp. Date 05/11/2	1	**FY23 Comp. Date 05/11/23	5/11/2023	8/8/2023	014	5765477	\$4,875.00	3563040	1092962
10	03500	167877	Rowell's Services LLC	101320	DNCR WELLINGTON	1	DNCR WELLINGTON	5/24/2023	6/2/2023	035	5703208	\$1,862.00	3525333	8003152
20	07500	167877	Rowell's Services LLC	102796	NHFG Warren Fish Hatchery	1	NHFG Warren Fish Hatchery	5/31/2023	6/9/2023	075	88284	\$1,069.00	3530599	8003152
20	07500	167877	Rowell's Services LLC	103013	NH Fish & Game Warren Ha	1	NH Fish & Game Warren Hat	6/5/2023	6/15/2023	075	88443	\$1,600.00	3532702	8003152
10	01400	167877	Rowell's Services LLC	102180	**FY23 Comp. Date 06/09/2	1	**FY23 Comp. Date 06/09/23	6/9/2023	8/8/2023	014	5765473	\$58,623.00	3563040	1092962
10	01400	167877	Rowell's Services LLC	102180	**FY23 Comp. Date 06/09/2	2	**FY23 Comp. Date 06/09/23	6/9/2023	8/8/2023	014	5765473	-\$58,623.00	3563040	1092962
10	01400	167877	Rowell's Services LLC	102180	**FY23 Comp. Date 06/09/2	3	**FY23 Comp. Date 06/09/23	6/9/2023	8/8/2023	014	5765473	\$58,623.00	3563040	1092962
30	03500	167877	Rowell's Services LLC	103417	**FY23 DNCR ELLACOYA	1	**FY23 DNCR ELLACOYA	6/12/2023	8/11/2023	035	32326	\$21,750.00	3564605	&C 8/2/23 #43A
10	03500	167877	Rowell's Services LLC	102440	DNCR MT CARDIGAN	1	DNCR MT CARDIGAN	6/19/2023	7/12/2023	035	5732208	\$345.00	3550074	8003152
10	09400	167877	Rowell's Services LLC	104386	**FY23 NH HOSPITAL	1	**FY23 NH HOSPITAL	6/30/2023	7/14/2023	094	5755072	\$595.00	3552598	8003152
10	03500	167877	Rowell's Services LLC	104910	ELLACOYA STATE PARK	1	ELLACOYA STATE PARK	7/12/2023	8/18/2023	035	5784952	\$1,030.00	3568015	8003152
10	03500	167877	Rowell's Services LLC	105668	GREENFIELD ST PARK	1	GREENFIELD ST PARK	7/23/2023	8/15/2023	035	5771048	\$891.50	3565561	
10	03500	167877	Rowell's Services LLC	105669	GREENFIELD ST PARK	1	GREENFIELD ST PARK	7/23/2023	8/15/2023	035	5771051	\$300.00	3565561	
10	04300	167877	Rowell's Services LLC	105494	NH Veterans Home	1	NH Veterans Home	7/25/2023	8/17/2023	043	5775910	\$691.50	3567173	1074988
10	04300	167877	Rowell's Services LLC	105496	NH Veterans Home	1	NH Veterans Home	7/25/2023	8/17/2023	043	5775906	\$799.00	3567173	1074988
10	04300	167877	Rowell's Services LLC	104187	**FY23 NH Veterans Home	1	**FY23 NH Veterans Home	7/27/2023	8/21/2023	043	5764714	\$3,800.00	3568536	1074988
10	04200	167877	Rowell's Services LLC	105707	SYSC	1	SYSC	7/27/2023	8/4/2023	042	5777004	\$798.00	3562285	8003152
10	03500	167877	Rowell's Services LLC	105519	ODIORNE POINT STATE P	1	ODIORNE POINT STATE P	7/28/2023	8/21/2023	035	5776723	\$859.00	3568536	8003152
10	03500	167877	Rowell's Services LLC	104069	DNCR CANNON MOUNTA	1	DNCR CANNON MOUNTA	7/31/2023	8/23/2023	035	5782484	\$474.00	3569327	8003152
10	03500	167877	Rowell's Services LLC	104070	DNCR CANNON MTN	1	DNCR CANNON MTN	7/31/2023	8/23/2023	035	5782486	\$1,599.00	3569327	8003152
10	02200	167877	Rowell's Services LLC	105708	NH BEA N.CONWAY WEL	1	NH BEA N.CONWAY WEL	8/5/2023	8/17/2023	022	5789384	\$449.00	3567174	8003152
10	01400	167877	Rowell's Services LLC	106617	Inv 106617	1	Inv 106617	8/10/2023	9/29/2023	014	5828540	\$694.00	3585550	8003152
10	09400	167877	Rowell's Services LLC	106703	NHHOSP	1	NHHOSP	8/11/2023	8/25/2023	094	5798568	\$869.00	3570408	8002574
10	09400	167877	Rowell's Services LLC	109174	DOS 9/28/23	1	DOS 9/28/23	9/28/2023	10/13/2023	094	5845662	\$569.50	3590925	8003152
10	02200	167877	Rowell's Services LLC	109345	NHBEA SANBORNTON R	1	NHBEA SANBORNTON RE	9/30/2023	10/12/2023	022	5842725	\$594.00	3590102	8003152
10	02200	167877	Rowell's Services LLC	109347	NHBEA SANBORNTON R	1	NHBEA SANBORNTON RE	10/3/2023	11/3/2023	022	5864031	\$1,545.00	3600588	8003152
10	03500	167877	Rowell's Services LLC	109366	DNCR CANNON MOUNTA	1	DNCR CANNON MOUNTA	10/5/2023	10/30/2023	035	5845977	\$694.00	3598537	8003152
10	03500	167877	Rowell's Services LLC	109367	DNCR DIVISION OF PARK	1	DNCR DIVISION OF PARK	10/5/2023	10/30/2023	035	5845967	\$474.00	3598537	8003152
10	03500	167877	Rowell's Services LLC	109370	DNCR CANNON MOUNTA	1	DNCR CANNON MOUNTA	10/5/2023	10/30/2023	035	5845971	\$969.00	3598537	8003152
10	03500	167877	Rowell's Services LLC	109371	DNCR CANNON MTN	1	DNCR CANNON MTN	10/5/2023	10/30/2023	035	5845969	\$419.00	3598537	8003152
10	09400	167877	Rowell's Services LLC	109773	NHH	1	NHH	10/9/2023	10/19/2023	094	5850829	\$715.75	3592889	8003152
10	09400	167877	Rowell's Services LLC	109937	NHH	1	NHH	10/11/2023	10/19/2023	094	5850830	\$931.25	3592889	8003152
10	02200	167877	Rowell's Services LLC	109861	NHBEA CANTERBURY W	1	NHBEA CANTERBURY W	10/12/2023	10/31/2023	022	5861431	\$1,639.00	3598973	8003152
10	02200	167877	Rowell's Services LLC	109862	NHBEA SUTTON WEL CT	1	NHBEA SUTTON WEL CT	10/13/2023	10/31/2023	022	5861428	\$2,599.00	3598973	8003152
10	02200	167877	Rowell's Services LLC	109864	NHBEA LITTLETON REST	1	NHBEA LITTLETON REST	10/16/2023	11/3/2023	022	5864006	\$2,324.00	3600588	8003152
10	01400	167877	Rowell's Services LLC	109924	INV 109924	1	INV 109924	10/18/2023	11/9/2023	014	5861187	\$1,299.00	3602486	8003152
10	03500	167877	Rowell's Services LLC	108641	DNCR CRAWFORD NOTC	1	DNCR CRAWFORD NOTC	10/19/2023	11/14/2023	035	5871640	\$2,869.00	3604610	8003152
10	09400	167877	Rowell's Services LLC	109232	NHH	1	NHH	10/24/2023	11/6/2023	094	5869581	\$395.00	3601079	8003152
10	03500	167877	Rowell's Services LLC	110198	DNCR CANNON MTN TR	1	DNCR CANNON MTN TRA	10/25/2023	11/16/2023	035	5864106	\$4,159.00	3605334	8003152
10	03500	167877	Rowell's Services LLC	110199	DNCR CANNON MTN PR	1	DNCR CANNON MTN PR	10/25/2023	11/16/2023	035	5864110	\$1,519.00	3605334	8003152

Contract #8003152 Detailed Spend

10	03500	167877	Rowell's Services LLC	110202	DNCR CANNON MTN EC	1	DNCR CANNON MTN ECH	10/25/2023	11/16/2023	035	5864104	\$859.00	3605334	8003152
10	03500	167877	Rowell's Services LLC	110739	DNCR CANNON MTN TR	1	DNCR CANNON MTN TRA	10/25/2023	11/16/2023	035	5864115	\$1,604.24	3605334	8003152
10	04300	167877	Rowell's Services LLC	110748	NH VETERANS HOME	1	NH VETERANS HOME	10/25/2023	11/30/2023	043	5894448	\$865.00	3611599	
10	03500	167877	Rowell's Services LLC	109962	ODIORNE PT STATE PK	1	ODIORNE PT STATE PK	10/26/2023	11/16/2023	035	5863347	\$859.00	3605333	8003152
10	03500	167877	Rowell's Services LLC	109963	RYE HARBOR ST PARK	1	RYE HARBOR ST PARK	10/26/2023	11/16/2023	035	5863348	\$529.00	3605333	8003152
10	09400	167877	Rowell's Services LLC	111011	State Hospital	1	State Hospital	10/31/2023	11/14/2023	094	5875523	\$865.00	3604611	8003152
10	09400	167877	Rowell's Services LLC	111201	NH State Hospital	1	NH State Hospital	11/8/2023	11/14/2023	094	5875805	\$395.00	3604611	8003152
10	09400	167877	Rowell's Services LLC	111692	NH HOSPITAL	1	NH HOSPITAL	11/13/2023	11/22/2023	094	5887906	\$638.75	3607887	8003152
10	04400	167877	Rowell's Services LLC	112004	WRBP BROKEN SEWER N	1	WRBP BROKEN SEWER M	11/20/2023	12/13/2023	044	5896546	\$980.00	3617360	
10	04300	167877	Rowell's Services LLC	112017	NH VETERANS HOME	1	NH VETERANS HOME	11/21/2023	12/14/2023	043	5895173	\$400.00	3617775	
10	04300	167877	Rowell's Services LLC	112018	NH VETERANS HOME	1	NH VETERANS HOME	11/21/2023	12/14/2023	043	5895194	\$395.00	3617775	
10	04400	167877	Rowell's Services LLC	111905	WRBP BRICK REMOVAL	1	WRBP BRICK REMOVAL S	11/22/2023	12/20/2023	044	5900928	\$6,290.00	2363274	
10	01400	167877	Rowell's Services LLC	112267	58 SMOKEY BEAR BLVD	1	58 SMOKEY BEAR BLVD	11/27/2023	12/19/2023	014	5903429	\$544.00	3619381	8003152
10	09400	167877	Rowell's Services LLC	112917	NHH	1	NHH	12/11/2023	12/15/2023	094	5909921	\$395.00	3618393	8003152
10	09400	167877	Rowell's Services LLC	112965	NHH	1	NHH	12/12/2023	12/15/2023	094	5909891	\$395.00	3618393	8003152
10	09400	167877	Rowell's Services LLC	113258	NHH	1	NHH	12/18/2023	1/2/2024	094	5921925	\$594.00	3624173	8003152
10	09400	167877	Rowell's Services LLC	113565	NHH	1	NHH	12/26/2023	1/5/2024	094	5928608	\$767.50	3626568	8003152
10	09400	167877	Rowell's Services LLC	114060	NH STATE HOSP	1	NH STATE HOSP	1/9/2024	1/19/2024	094	5942899	\$395.00	3632556	8003152
10	09400	167877	Rowell's Services LLC	114166	NH STATE HOSP	1	NH STATE HOSP	1/10/2024	1/19/2024	094	5942900	\$443.75	3632556	8003152
10	09400	167877	Rowell's Services LLC	114698	NHH	1	NHH	1/23/2024	1/30/2024	094	5951578	\$668.45	3636531	8003152
10	09400	167877	Rowell's Services LLC	114931	NHH	1	NHH	1/29/2024	3/4/2024	094	5984932	\$590.00	3650659	8003152
10	09400	167877	Rowell's Services LLC	115189	Labor & Equip.	1	Labor & Equip.	2/5/2024	2/15/2024	094	5968563	\$395.00	3644513	8003152
10	09400	167877	Rowell's Services LLC	115293	Emergency Service Call	1	Emergency Service Call	2/5/2024	2/16/2024	094	5971916	\$735.25	3645364	8003152
10	09400	167877	Rowell's Services LLC	115190	NHH	1	NHH	2/27/2024	3/4/2024	094	5985105	\$395.00	3650659	8003152
10	02200	167877	Rowell's Services LLC	116636	SPRINGFIELD WELCOME	1	SPRINGFIELD WELCOME	3/6/2024	3/21/2024	022	5997502	\$1,131.25	3657247	8003152
10	01400	167877	Rowell's Services LLC	116690	INV 116690	1	INV 116690	3/8/2024	4/1/2024	014	6006399	\$14,121.00	3661521	1097697
10	02200	167877	Rowell's Services LLC	117071	BEA SPRINGFIELD WEL C	1	BEA SPRINGFIELD WEL C	3/14/2024	3/28/2024	022	6008110	\$887.50	3659997	8003152
10	09400	167877	Rowell's Services LLC	115191	Labor & Equipment	1	Labor & Equipment	3/19/2024	3/26/2024	094	6007080	\$395.00	3659104	8003152
10	02300	167877	Rowell's Services LLC	118169	NHDOS	1	NHDOS	4/6/2024	4/17/2024	023	6031054	\$642.75	3669417	
10	09400	167877	Rowell's Services LLC	115192	DRAIN LINE MAINT.	1	DRAIN LINE MAINT.	4/8/2024	4/12/2024	094	6026118	\$395.00	3666020	8003152
10	01400	167877	Rowell's Services LLC	117951	INV 117951	1	INV 117951	4/8/2024	5/8/2024	014	6052674	\$395.00	3678322	8003152
10	01400	167877	Rowell's Services LLC	118193	INV 118193	1	INV 118193	4/8/2024	5/8/2024	014	6052668	\$149.00	3678322	8003152
10	01400	167877	Rowell's Services LLC	118618	EOC	1	EOC	4/17/2024	5/20/2024	014	6059301	\$1,613.00	3682498	8003152
10	04200	167877	Rowell's Services LLC	118742	Sununu Center	1	Sununu Center	4/17/2024	4/23/2024	042	6038231	\$785.00	3671560	8003152
10	04200	167877	Rowell's Services LLC	118826	SUNUNU CENTER	1	SUNUNU CENTER	4/17/2024	5/29/2024	042	6073578	\$600.00	3686943	8003152
10	04400	167877	Rowell's Services LLC	134652715	WRBP BROKEN SEWER N	1	WRBP BROKEN SEWER M	4/18/2024		044	6077962	\$6,442.75		
10	04400	167877	Rowell's Services LLC	134496966	WRBP BROKEN SEWER N	1	WRBP BROKEN SEWER M	4/20/2024		044	6077963	\$21,623.25		
10	04400	167877	Rowell's Services LLC	134663174	WRBP BROKEN SEWER N	1	WRBP BROKEN SEWER M	4/20/2024		044	6077964	\$6,105.25		
10	02200	167877	Rowell's Services LLC	118860	NH BEA CANTERBURY W	1	NH BEA CANTERBURY W	4/22/2024	5/8/2024	022	6045505	\$1,719.00	3678323	8003152
10	02200	167877	Rowell's Services LLC	118861	NH BEA SANBORNTON W	1	NH BEA SANBORNTON W	4/22/2024	5/8/2024	022	6045506	\$1,624.00	3678323	8003152
10	01400	167877	Rowell's Services LLC	119287	INV 119287	1	INV 119287	4/24/2024	5/17/2024	014	6052679	\$395.00	3682081	8003152
10	01400	167877	Rowell's Services LLC	119420	INV 119420	1	INV 119420	4/30/2024	5/22/2024	014	6057471	\$395.00	3683505	8003152
10	02200	167877	Rowell's Services LLC	120369	NH BEA CANTERBURY W	1	NH BEA CANTERBURY W	5/10/2024	5/31/2024	022	6068481	\$1,878.31	3688152	8003152
10	02200	167877	Rowell's Services LLC	120438	NHBEA CANTERBURY W	1	NHBEA CANTERBURY W	5/10/2024	5/24/2024	022	6068485	\$348.00	3686018	8003152
10	02200	167877	Rowell's Services LLC	120444	NHBEA CANTERBURY W	1	NHBEA CANTERBURY W	5/10/2024	5/24/2024	022	6068504	\$149.00	3686018	8003152



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

**Charles M. Arlinghaus**  
Commissioner

**Catherine A. Keane**  
Deputy Commissioner

**Sheri L. Rockburn**  
Assistant Commissioner

ACH Spend	P-card Spend
\$28,098.50	\$0.00
\$192,450.44	\$12,933.64
\$65,416.51	\$2,065.50
\$137,902.07	\$13,000.00
\$171,000.00	\$13,000.00
\$594,867.52	\$40,999.14

Contract 8003152 Total Spend Breakdown	
\$28,098.50	2022 (two months)
\$205,384.08	2023
\$67,482.01	2024 (five months)
\$150,902.07	2024 (forecasted)
\$184,000.00	2025 (forecasted 10 months)
\$635,866.66	Total Spend
\$63,586.67	10% Balance of Product Line
\$699,453.33	New Limitation

Amendment Breakdown	
\$450,000.00	Current Limitation
\$300,964.59	Current Spend
\$334,902.07	Estimated Spend Through Contract Completion
\$699,453.33	New Limitation



**FIRST AMENDMENT TO THE CONTRACT BETWEEN  
ROWELL'S SERVICES LLC  
AND  
THE STATE OF NEW HAMPSHIRE,  
DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR SEPTIC/HOLDING TANK PUMPING & DISPOSAL SERVICES  
CONTRACT # 8003152**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 10 day of June 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Rowell's Services LLC hereinafter referred to as "the Contractor") for Septic/Holding Tank Pumping & Disposal Services.

WHEREAS, pursuant to an agreement effective December 21, 2022, (G&C Item #135) and set to expire October 31, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Septic/Holding Tank Pumping & Disposal Services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8, Price Limitation and substitute the following:  
\$699,453.33

2. Amend language from EXHIBIT B, item 4. SCOPE OF WORK:

*Currently reads:* "Per Occurrence Services will be limited to the following:

- Per Occurrence Services will be capped at \$3,000.00 per occurrence.
- Per Occurrence Services will be limited to the following repair services:
  - Camera Inspections
  - Baffle Replacements
  - Risers
  - Pump Station Repairs"

*Amend to read:* "Unless an exemption is lawfully in place, individual projects exceeding \$25,000 including all costs associated with any individual project including supervision, labor, materials, equipment, construction equipment, machinery and supplies shall not proceed without the approval of the Department of Public Works."

3. Amend Exhibit C, 1. Contract Price: Change to the following: \$699,453.33.
4. Amend Exhibit C, 2. Pricing Structure, adding the following payment terms for the period June 1, 2024, through October 31, 2025:

Location Name	Address	2024 Rate Per Gallon	2025 Rate Per Gallon
DNCR – Crawford Notch State Park	41 Arethusa Falls Road, Hart's Location, 03812	\$0.25	\$0.26

5. All other provisions of the Agreement, approved by the Governor and Executive Council on December 21, 2022 (G&C Item #135), shall remain in full force and effect.

Contractor Initials: MR

Date: 6.10.24

**ROWELL'S SERVICES LLC**

By: [Signature]  
Mandie Hagan  
(Print Name)

Title: Owner

Date: 6/10/24

**STATE OF NEW HAMPSHIRE**

By: [Signature]  
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 7-3-24

**OFFICE OF THE ATTORNEY GENERAL**

By: [Signature]  
Duncan A. Edgar  
(Print Name)

Title: Assistant Attorney General

Date: July 10, 2024

The foregoing contract was approved by the  
Governor and Council of New Hampshire on

\_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Contractor Initials: [Signature]

Date: 6/10/24

# 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 ROWELL'S SERVICES LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 18, 2006. 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: 569225

Certificate Number: 0006696612



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30th day of May A.D. 2024.

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

David M. Scanlan  
Secretary of State

# Rowell's Services LLC

## UNANIMOUS WRITTEN CONSENT OF MEMBERS IN LIEU OF MEETING

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

RESOLVED, that it is in the best interests of the Company to enter into the transactions contemplated by that certain Agreement (the "Agreement") to provide certain Septic/Holding Tank Pumping & Disposal Services to the State of New Hampshire upon the terms and conditions set forth therein, said Agreement being awarded to the Company as the result of State of New Hampshire Contract No. 8003152;

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

RESOLVED, that MANDIE ROWELL HAGAN in their capacity as a member of the Company, is hereby authorized to execute and deliver the Agreement in the name, and on behalf, of the Company;

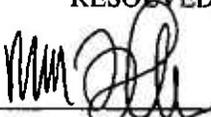
RESOLVED, that DEBORAH ROWELL in their capacity as a member of the Company, is hereby authorized to execute and deliver any and all such other agreements, documents, or instruments and to take such other actions as may be necessary to consummate the transactions contemplated by the Agreement;

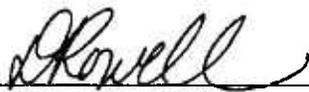
RESOLVED, that any other actions of MANDIE / DEBORAH in furtherance of the foregoing resolutions, whether taken before or after the adoption or effectiveness of these resolutions, are hereby approved, confirmed, ratified, and adopted;

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

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

RESOLVED, that the foregoing resolutions shall take effect on June 5, 2024.

  
\_\_\_\_\_  
Mandie Rowell Hagan, Member

  
\_\_\_\_\_  
Deborah Rowell, Member





# 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)

135

MLC

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

December 7, 2022

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 **Retroactive** contract with Rowell's Services, LLC, (VC#167877), Northfield, NH, in the amount of \$450,000 for septic/holding tank pumping and disposal services, with the option to extend for up to two additional years effective upon Governor and Council approval for the period November 1, 2022 through October 31, 2025.

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

This request is **Retroactive** because of the October 19, 2022 change to contract oversight requirements contained in the updated Manual of Procedures Chapter 150 and subsequent internal approval procedures. The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid 2656-23 on August 10, 2022 with responses due on August 19, 2022. There were five responses received with Rowell's Services LLC submitting the lowest compliant pricing for their respective locations. This bid was structured as a multi-award approach to account for services to be offered statewide.

Many State agencies will utilize these contracts including the Department of Administrative Services, New Hampshire Department of Transportation, Department of Military Affairs and Veterans Services, Department of Business and Economic Affairs, Department of Natural and Cultural Resources, the Liquor Commission, and the Department of Health and Human Services to complete septic systems pumping services. Routine septic and holding tank pumping is critical to promoting the longevity of the State agency septic systems.

The requested contract for septic and holding tank pumping and disposal services represents an increased price limitation as compared to the previous contract:

1. Price increases averaged 31.31% on septic and holding tank pumping and disposal services for the new contract term.
2. Five new locations were added to the bid including: Hillsborough County Superior Court North, Hampstead Hospital, Livermore Falls, NH Liquor Store #73, and NH Liquor Store #75.
3. The addition of per occurrence services for the new contract term, capped at \$3,000 per occurrence and limited to the following repair services:
  - a. Camera inspections,
  - b. Baffle replacements,
  - c. Risers,
  - d. Pump station repairs.
4. Pricing increases are attributed to rising fuel and labor costs, higher dumping fees, and the limited amount of dumping locations in the State of New Hampshire.

Statewide total location pricing:

Previous five contracts total for ninety-two locations	\$1,011,988.05
The five new locations total pricing	\$84,255.00
Price increase total for new contract term	<u>\$325,178.95</u>
New contracts spend five contracts (ninety-seven locations):	\$1,421,422.00

Add allowance for per occurrence services five contracts	<u>\$183,578.00</u>
Price limitation five contracts	\$1,605,000.00

Financial data for this request:

Anticipated spend thirty-seven locations	\$384,963.90
Allowance for per occurrence services	<u>\$65,036.10</u>
Price limitation for new contract	\$450,000.00*

\*Price limitation is based off the bid pricing of locations and estimated annual usage provided by agencies. Rowell's Services LLC was awarded an additional eighteen locations, thirty-seven locations in total, for the new contract term. Price limitation includes an allowance for repair services under the per occurrence services provision of the agreement.

Based on the foregoing, I am respectfully recommending approval of the **Retroactive** contract with Rowell's Services, LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

Bid Description	Septic/Holding Tank Pumping & Disposal Services	Agency	Statewide
RFB#	2656-23, 2671-23, & 2690-23	Requisition#	N/A
Agent Name	Wayne Goulet	Bid Closing	2656-23: August 19, 2022 @ 11:00 AM (EST) 2671-23: September 2, 2022 @ 10:00AM (EST) 2690-23: October 19, 2022 @ 11:00AM (EST)

Vendor	Wind River Environmental LLC d/b/a Felix Septic Service, Inc.	Rowell's Services LLC	Todd Randlett Trucking, LLC d/b/a Septic Solutions	Lamprey Suburban Septic, Inc.	Bolens Septic & Portable Toilets LLC
Number of Locations	Thirty-four (34) Locations Total	Thirty-seven (37) Locations Total	Two (2) Locations Total	Nine (9) Locations Total	Fifteen (15) Locations Total
Total	\$621,937.60	\$384,963.90	\$88,890.00	\$213,762.00	\$109,747.50

Recommendation Summary (Applicable for Contracts Only)	
Statewide Contract or Amendment	Statewide Contract(s)
Term of Contract	Three (3) Years plus two (2) one-year extensions
Price Limitation	\$1,605,000 (Five (5) Contracts)
Number of Solicitations Received	Five (5)
Number of Sourced Bidders	Fourteen (14)
Number of NIGP Vendors Sourced	Twenty (20)
Number of Bid Declines (with reason)	Zero (0)
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Terms of Payment (P-card/ACH)	P-card and ACH as at least one agency (DMAVS) doesn't current utilize the P-card for procurement
FOB Delivered	N/A
Expiring Contract Price Limitation	\$419,000.90 (Five (5) Contracts)
Total Cost Savings (\$/%)	\$325,178.95      31.31%      Increase

**RFB #2656-23 SEPTIC/HOLDING TANK PUMPING AND DISPOSAL SERVICES**  
**ATTACHMENT C OFFER SECTION**

Bidders do not need to bid on each location to be considered compliant.  
 Section 1: Award is made to lowest cost per location.  
 The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest cost in total by location as specified in the Offer Sheet. The total shall include the rate per gallon, multiplied by the estimated gallons per fiscal year.  
 Section 2: These will not be used for the basis of award.

**SECTION 1**

Location Name	Address	Town	Estimated Gallons/Year	Year 1 Rate/Gallon	Year 2 Rate/Gallon	Year 3 Rate/Gallon	Total	Notes
DNCR - Wellington State Park	650 West Shore Road	Alexandria	21,000	\$0.22	\$0.23	\$0.24	\$14,490.00	
DNCR - Bear Brook State Park	157 Deerfield Road	Allenstown	57,000	\$0.18	\$0.19	\$0.20	\$32,490.00	
DNCR - Warehouse	3 CCC Circle off Deerfield Rd.	Allenstown	4,500	\$0.25	\$0.26	\$0.27	\$3,510.00	
DOT - NHDOT 3 - 315 Alton Patrol Shed	Rte 28, 1/4 North of the Traffic Circle	Afton	3,000	0.22	0.23	0.24	\$2,070.00	
DOT - NHDOT Bridge Maintenance	455 Keene Road	Antrim	2,000				\$0.00	
DOT - NHDOT 3 - 308 Ashland Welding Shop	42 North Ashland Rd	Ashland	3,000	0.22	0.23	0.24	\$2,070.00	
DOT - NHDOT 3 - 314 Belmont Patrol Shed	10 Brown Hill Road	Belmont	3,250	0.22	0.23	0.24	\$2,242.50	
DNCR - Jericho Mtn. State Park	298 Jericho Lake Road	Berlin	15,500				\$0.00	
DAS - Bureau of Court Facilities - Rockingham County Superior Court	10 Route 125	Brentwood	36,000				\$0.00	
DBEA - Canterbury Welcome/Information Center	I-93 Northbound - north of Exit 18.	Canterbury	52,500	0.18	0.19	0.2	\$29,925.00	
DOT - NHDOT Bridge Maintenance - Carroll	790 Route 3 South	Carroll	1,850				\$0.00	
DAS - Bureau of Court Facilities - Conway Circuit Court	35 East Conway Rd	Center Conway	1,500	0.22	0.23	0.24	\$1,035.00	
DMAVS - National Guard Training Site	19 Austin Gate Drive	Center, Strafford	33,750	0.25	0.26	0.27	\$26,325.00	
DNCR - Chesterfield Gorge	1823 Route 9	Chesterfield	4,000				\$0.00	
DNCR - Beaver Brook Falls	Route 145	Colebrook	1,000				\$0.00	
DBEA - Colebrook Welcome/Information Center	Rte 3, 2 Dion Drive	Colebrook	13,500				\$0.00	
DOT - Bureau of Traffic	18 Smokey Bear Blvd.	Concord	4,000	0.22	0.23	0.24	\$2,760.00	
DAS - Health And Human Services	29 Hazen Drive	Concord	1,000	0.22	0.23	0.24	\$690.00	
DAS - Department of Motor Vehicles	23 Hazen Drive	Concord	1,000	0.22	0.23	0.24	\$690.00	
DAS - Department of Safety	33 Hazen Drive	Concord	1,000	0.22	0.23	0.24	\$690.00	
DAS - Emergency Operations Center	Smokey Bear Boulevard	Concord	1,000	0.22	0.23	0.24	\$690.00	
DAS - Emergency Operations Center Garage	Smokey Bear Boulevard	Concord	1,000	0.22	0.23	0.24	\$690.00	
DNCR - Echo Lake State Park/Cathedral Ledge	60 Echo Lake Road	Conway	31,200	\$0.24	\$0.25	\$0.26	\$23,400.00	
DOT - NHDOT 3 - 301 Conway Patrol Shed	608 Eaton Road	Conway	3,250	0.22	0.23	0.24	\$2,242.50	
DNCR - Forest Lake State Park	Forest Lake Road	Dalton	3,000				\$0.00	
DNCR - Robert Frost Farm	Route 28	Derry	3,000				\$0.00	
DNCR - Dixville Notch State Park	Route 26	Dixville	1,000				\$0.00	
DNCR - Androscoggin Wayside	Route 16	Errol	500				\$0.00	
DNCR - Mofidgewock State Park	1437 Berlin Road, Rt 16	Errol	9,000				\$0.00	
DNCR - Umbagog State Park	Route 16	Errol	13,000				\$0.00	
DNCR - Rhododendron	424 Rockwood Pond	Fitzwilliam	6,000				\$0.00	
DNCR - Lafayette Campground	Franconia Notch State Park	Franconia	45,000	\$0.25	\$0.26	\$0.27	\$35,100.00	
DNCR - Cannon Mountain Ski Area	260 Tramway Drive	Franconia	244,500	\$0.22	\$0.23	\$0.24	\$168,705.00	
DOT - NHDOT 3 - 303 Freedom Patrol Shed	18 State Garage Way	Freedom	3,000				\$0.00	
DNCR - Elacoya State Park	266 Scenic Road	Gilford	1,000	0.25	0.26	0.27	\$780.00	
DHHS - Glenciff Home	393 High Street	Glenciff	21,000				\$0.00	
DNCR - Moose Brook State Park	30 Jintown Road	Gorham	7,500				\$0.00	
DNCR - Greenfield State Park	Campground Road	Greenfield	106,500	\$0.25	\$0.26	\$0.27	\$83,070.00	
Liquor Commission - NH Liquor Store #75	I-95 Northbound	Hampton	25,000				\$0.00	Include the cost of tank cleaning in the price for pumping. Tanks must be cleaned after each pumping.
Liquor Commission - NH Liquor Store #73	I-95 Southbound	Hampton	22,000				\$0.00	Include the cost of tank cleaning in the price for pumping. Tanks must be cleaned after each pumping.
DNCR - Crawford Notch State Park	2057 US Rte 302	Harts Location	31,500	\$0.24	\$0.25	\$0.26	\$23,625.00	
DNCR - Franklin Pierce Homestead	Route 31	Hillsborough	4,500				\$0.00	
DNCR - Livermore Falls	86 Livermore Road	Holderness	1,000				\$0.00	
DNCR - Silver Lake State Park	138 Silver Lake Rd	Hoffis	10,000				\$0.00	
DBEA - N. Conway Welcome/Information Center	3654 White Mt. Hwy, NH Rte 16-2	Intervale	3,600	0.2	0.21	0.22	\$2,268.00	
DNCR - Gilson Pond Campground	585 Dublin Road	Jaffrey	17,250				\$0.00	
DNCR - Monadnock State Park	169 Poole Road	Jaffrey	19,950				\$0.00	
DNCR - Kingston State Park	126 Main Street	Kingston	54,330				\$0.00	

DNCR - Aherm State Park	Righ Way Path	Laconia	2,250	\$0.18	\$0.19	\$0.20	\$1,282.50	
DNCR - Weeks State Park	Rte 3, 2 Dion Drive	Lancaster	6,000				\$0.00	
DNCR - Flume Gorge	852 Daniel Webster Hwy	Lincoln	90,000	\$0.25	\$0.26	\$0.27	\$70,200.00	
DBEA - Littleton Welcome/Information Center	Route 18, I-91 Exit 44	Littleton	51,780	\$0.25	\$0.26	\$0.27	\$40,388.40	
DOT - NHDOT 3 - 316 Loudon Patrol Shed	510 Route 106	Loudon	3,000	0.22	0.23	0.24	\$2,070.00	
DAS - Hillsborough County Superior Court North	300 Chestnut Street	Manchester	1,000				\$0.00	
DOT - NHDOT 3- 309 Meredith Patrol Shed	241 Parade Road	Meredith	3,250	0.22	0.23	0.24	\$2,242.50	
DMAVS - National Guard Armory	154 Osgood Road	Milford	2,000				\$0.00	
DOT - NHDOT 3- 305 Moultonborough Patrol Shed	220 Holland St.	Moultonborough	3,250	0.22	0.23	0.24	\$2,242.50	
DOT - NHDOT 3- 310 Moultonborough Warehouse	710 Whittier Hwy (NH 25)	Moultonborough	3,000	0.22	0.23	0.24	\$2,070.00	
DOT - NHDOT 3 - 324 New Hampton Patrol Shed	42 Rt. 104	New Hampton	3,250	0.22	0.23	0.24	\$2,242.50	
DOT - NHDOT Bridge Maintenance - New Hampton	98 DOT Drive	New Hampton	1,250	0.22	0.23	0.24	\$862.50	
DNCR - Sunapee State Park	1460 Rte 103	Newbury	45,000				\$0.00	
DOT - NHDOT Bridge Maintenance - Newfields	39 Route 108	Newfields	1,000				\$0.00	
DNCR - Northwood Meadows State Park	Route 4	Northwood	1,500				\$0.00	
DNCR - Pawtuckaway State Park	128 Mountain Road	Nottingham	85,500				\$0.00	
DNCR - Mt. Cardigan State Park	Off Route 18	Orange	9,000	\$0.20	\$0.21	\$0.22	\$5,670.00	
DOT - NHDOT 3- 307 Ossipee Patrol Shed	20 Old Route 28	Ossipee	3,250	0.22	0.23	0.24	\$2,242.50	
DAS - Bureau of Court Facilities - Carroll County Superior Court	96 Water Village Rd.	Ossipee	3,500	0.22	0.23	0.24	\$2,415.00	
DOT - NHDOT Bridge Maintenance - Ossipee	15 Hodsdon Shore Road	Ossipee	1,500	0.22	0.23	0.24	\$1,035.00	
DNCR - Miller State Park	Route 101	Peterborough	6,000				\$0.00	
DNCR - Mt. Washington State Park	Summit of Mt. Washington	Pinkham	57,000				\$0.00	
DNCR - Connecticut Lakes Headwaters	435 River Road	Pittsburg	1,000				\$0.00	
DNCR - Deer Mtn. State Park	5309 Main Street	Pittsburg	2,000				\$0.00	
DNCR - Great North Woods Regional Office	435 River Road	Pittsburg	1,000				\$0.00	
DNCR - Lake Francis State Park	439 River Road	Pittsburg	9,500				\$0.00	
DNCR - Milan Hill State Park	39 River Road	Pittsburg	4,000				\$0.00	
DNCR - Wentworth Collidge Mansion	375 Little Harbor Road	Portsmouth	10,500				\$0.00	
DOT - NHDOT Bridge Maintenance- Sarah Long Bridge	1321 Rt. 1 Bypass Southbound	Portsmouth	16,210				\$0.00	
DNCR - Odiorne Point State Park	Route 1A	Rye	6,000	\$0.22	\$0.23	\$0.24	\$4,140.00	
DNCR - Rye Harbor State Park	Off Route 1A	Rye	2,000	\$0.22	\$0.23	\$0.24	\$1,380.00	
DNCR - Seacoast Science Center	570 Ocean Blvd	Rye	4,750	\$0.22	\$0.23	\$0.24	\$3,277.50	
DNCR - Wallis Sands State Park	900 Ocean Blvd	Rye	11,500	\$0.22	\$0.23	\$0.24	\$7,935.00	
DBEA - Salem Welcome/Information Center	I-93 Northbound, before Exit 1	Salem	6,000				\$0.00	
DBEA - Sanbornton Welcome/Information Center	I-93 Northbound - Mile Marker 61	Sanbornton	52,500	0.18	0.19	0.2	\$29,925.00	
DBEA - Springfield Welcome/Information Center	I-89 Northbound - Mile Marker 42- N	Springfield	153,000				\$0.00	
DNCR - Coleman State Park	1155 Diamond Pond	Stewartstown	10,250				\$0.00	
DNCR - Wadleigh State Park	Route 114	Sutton	22,500	\$0.24	\$0.25	\$0.26	\$16,875.00	
DBEA - Sutton Welcome/Information Center	I-89 Southbound - 1 mile south of Exit	Sutton	52,500	0.25	0.26	0.27	\$40,950.00	
DNCR - White Lake State Park	1632 White Mtn Hwy	Tamworth	90,600	\$0.25	\$0.26	\$0.27	\$70,668.00	
DOT - NHDOT 3- 302 Tamworth Patrol Shed	493 White Mtn. Hwy.	Tamworth	3,000	0.22	0.23	0.24	\$2,070.00	
DOT - NHDOT 3 - 325 Thornton Patrol Shed	22 Laundromat Rd.	Thornton	3,000	0.22	0.23	0.24	\$2,070.00	
DOT - NHDOT 3 - 313 Tilton Patrol Shed	427 Depot Rd.	Tilton	3,000	0.22	0.23	0.24	\$2,070.00	
DOT - NHDOT 3 - 311 Tuftonboro Patrol Shed	328 Middle Rd.	Tuftonboro	3,000				\$0.00	
DOT - NHDOT 3 - 312 Wakefield Patrol Shed	1540 Wakefield Rd	Wakefield	3,000				\$0.00	
DNCR - Rollins State Park	Rte 103	Warner	19,500				\$0.00	
DNCR - Pillsbury State park	100 Pillsbury Park Rd	Washington	13,500				\$0.00	
Liquor Commission - NH Liquor Store #2	Chesterfield Store #2	West Chesterfield	1,500				\$0.00	Include the cost of tank cleaning in the price for pumping. Tanks must be cleaned after each pumping.
DNCR - Winslow Lake State Park	475 Kearsarge Valley Rd	Wilmington	6,000				\$0.00	
DNCR - Wentworth State Park	305 Gov. Wentworth Hwy	Wolfeboro	45,000				\$0.00	
OHHS - Hampstead Hospital	218 East Road	Hampstead	48,500				\$0.00	

SECTION 2	
REPAIR RATES, EMERGENCY SERVICES AS REQUIRED, PER HOUR:	RATE PER HOUR
Monday thru Friday 8:00 AM to 4:30 PM	199
Monday thru Friday 4:31 PM to 7:59 AM	199
Saturday Work	199
Sunday Work	199

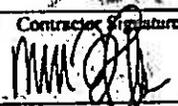
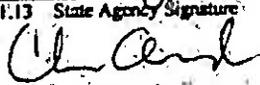
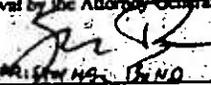
TANK CLEANING RATES	
	RATE PER HOUR
Monday thru Friday 8:00 AM to 4:30 PM	199
Monday thru Friday 4:31 PM to 7:59 AM	199
Saturday Work	199
Sunday Work	199

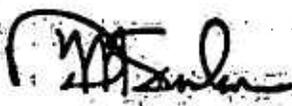
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

<b>1. IDENTIFICATION:</b>		<b>1.2 State Agency Address</b>	
<b>1.1 State Agency Name</b> Department of Administrative Services Bureau of Purchase and Property		25 Capitol Street, Room 102 Concord, NH 03301	
<b>1.3 Contractor Name</b> Rowell's Services LLC		<b>1.4 Contractor Address</b> 359 Tilton Road Northfield, NH 03276	
<b>1.5 Contractor Phone Number</b> 603-934-4145	<b>1.6 Account Number</b> Various	<b>1.7 Completion Date</b> October 31, 2025	<b>1.8 Price Limitation</b> \$450,000.00
<b>1.9 Contracting Officer for State Agency</b> Wayne Goulet		<b>1.10 State Agency Telephone Number</b> 603-271-2009	
<b>1.11 Contractor Signature</b>  Date: 10/10/22		<b>1.12 Name and Title of Contractor Signatory</b> Mandie Hagan, Owner	
<b>1.13 State Agency Signature</b>  Date: 11/24/22		<b>1.14 Name and Title of State Agency Signatory</b> Charles M. Arlinghaus, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 12/5/22 CARL STANLEY, AG			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: 135 G&C Meeting Date: DEC 21, 2022			



**SECRETARY OF STATE**

Contractor Initials   
Date 10/10/22

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor, in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

**7. PERSONNEL.**

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

*[Handwritten Signature]*  
10/12/22

## 8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

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

9.2. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

Contractor Initials

Date

ML  
1/12/12

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance, and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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

Contractor Initial

Date

11/10/12

**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this Contract.

Contractor Initials:   
Date: 10/19/22

**EXHIBIT B**  
**SCOPE OF SERVICES**

**1. INTRODUCTION**

Rowell's Services LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Septic/Holding Tank Pumping & Disposal Services in accordance with the bid submission in response to State Request for Bid# 2656-23 and as described herein.

**2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37.
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2656-23
- f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFB 2656-23," and (6) EXHIBIT E "Contractor's Bid Response."

**3. TERM OF CONTRACT**

The term of the Contract shall commence November 1, 2022 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The Contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services.

**4. SCOPE OF WORK**

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

The Contractor (s) shall provide septic/holding tank pumping & disposal service for statewide locations per Attachment B Locations.

**Septic Tank Pumping:** The Contractor shall remove all liquids, solids and sludge from the septic tank. Damaged turf from cover removal activities shall be repaired as directed by the State agency. The Contractor shall remove all material off-site and properly dispose of all material in accordance with all local, state and federal regulations.

Contractor Initials

Date

*[Handwritten Signature]*  
10/11/22

**Holding Tank Pumping:** The Contractor shall remove all liquid and solids from the holding tank. Damaged turf from cover removal activities shall be repaired as directed by the State agency. The Contractor shall remove all material off-site and properly dispose of all material in accordance with all local, state and federal regulations.

The Contractor shall remove and properly dispose of all debris from and clean the affected work site and surrounding affected areas, and keep the work site premises free of debris and unusable materials used in or resulting from the work progress, and leave the work area in a clean and neat condition upon completion of the work.

Tanks that require cleaning shall be done thoroughly by using mechanical and as needed manual labor to removing all sludge and matter. A representative from the agency location will inspect the tank before reinstalling the covers.

**Per occurrence services:** Septic Pumping & Disposal Services not listed in the specifications or the offer sheets as part of this bid are to be quoted per occurrence with the Contractor. Utilizing agency shall issue a detailed Scope of Work including specifications of each individual project. Work may begin only upon the written approval of the utilizing agency. In the best interest of the State, agencies may seek quotes from alternative vendors to determine the lowest cost of Per Occurrence Services.

Per Occurrence Services will be limited to the following:

- Per Occurrence Services will be capped at \$3,000.00 per occurrence
- Per Occurrence Services will be limited to the following repair services:
  - Camera Inspections
  - Baffle Replacements
  - Risers
  - Pump Station Repairs

The Contractor shall, after each scheduled or emergency call, before leaving the job site, present a written summary of the work performed, and obtain signature thereon from the State agency.

Requests to repair and/or replace parts shall be approved in advance by the State. Materials shall be invoiced not to exceed 10% above Contractor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies shall be as specified by the equipment manufacturer. Substitution will be permitted only with prior written authorization by the State agency. Before said parts are replaced the Contractor shall determine if said part(s) are still under manufacturer's warranty.

**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. 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 agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

Contractor Initials

Date

10/10/22

The State shall require correction of defective work or damages to any part of a building or its appurtenances, when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor 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 Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor 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 Contractor 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 Contractor'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.

#### **5. WARRANTY REQUIREMENTS:**

The Contractor shall be required to provide warranties on all equipment provided by the Contractor 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.

#### **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2656-23, 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

Contractor Initials

Date

MLH  
10/10/22

Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/IS\(a0f7cv55aha0as45ioya5i45\)\)/welcome.asp](https://das.nh.gov/purchasing/vendorregistration/IS(a0f7cv55aha0as45ioya5i45))/welcome.asp)

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.

Contractor Initials

Date

*[Handwritten Signature]*  
*[Handwritten Date: 10/10/22]*

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Septic/Holding Tank Pumping & Disposal 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 \$450,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

Location Name	Address	Town	Year 1 Rate/ Gallon	Year 2 Rate/ Gallon	Year 3 Rate/ Gallon
DNCR - Wellington State Park	650 West Shore Road	Alexandria	\$0.22	\$0.23	\$0.24
DNCR - Warehouse	3 CCC Circle off Deerfield Rd.	Allenstown	\$0.25	\$0.26	\$0.27
DOT - NHDOT 3 - 315 Alton Patrol Shed	Rte 28, 1/4 North of the Traffic Circle	Alton	\$0.22	\$0.23	\$0.24
DOT - NHDOT 3 - 308 Ashland Welding Shop	42 North Ashland Rd.	Ashland	\$0.22	\$0.23	\$0.24
DOT - NHDOT 3 - 314 Belmont Patrol Shed	10 Brown Hill Road	Belmont	\$0.22	\$0.23	\$0.24
DBEA - Canterbury Welcome/Information Center	I-93 Northbound - north of Ext 18	Canterbury	\$0.18	\$0.19	\$0.20
DAS - Bureau of Court Facilities - Conway Circuit Court	35 East Conway Rd.	Center Conway	\$0.22	\$0.23	\$0.24
DOT - Bureau of Traffic	18 Smokey Bear Blvd.	Concord	\$0.22	\$0.23	\$0.24
DAS - Health And Human Services	29 Hazen Drive	Concord	\$0.22	\$0.23	\$0.24
DAS - Department of Motor Vehicles	23 Hazen Drive	Concord	\$0.22	\$0.23	\$0.24
DAS - Department of Safety	33 Hazen Drive	Concord	\$0.22	\$0.23	\$0.24
DAS - Emergency Operations Center	Smokey Bear Boulevard	Concord	\$0.22	\$0.23	\$0.24
DAS - Emergency Operations Center Garage	Smokey Bear Boulevard	Concord	\$0.22	\$0.23	\$0.24
DOT - NHDOT 3 - 301 Conway Patrol Shed	608 Eaton Road	Conway	\$0.22	\$0.23	\$0.24
DNCR - Cannon Mountain Ski Area	260 Tramway Drive	Franconia	\$0.22	\$0.23	\$0.24
DNCR - Crawford Notch State Park	2057 US Rte 302	Harts Location	\$0.24	\$0.25	\$0.26
DBEA - N. Conway Welcome/Information Center	3654 White Mt. Hwy, NH Rte 16 - 2 miles north of Conway Village	Intervale	\$0.20	\$0.21	\$0.22

Contractor Initials

Date

*MB*  
*1/10/22*

DNCR - Ahern State Park	Right Way Path	Laconia	\$0.18	\$0.19	\$0.20
DBEA - Littleton Welcome/Information Center	Route 18, I-91 Exit 44	Littleton	\$0.25	\$0.26	\$0.27
DOT - NHDOT 3 - 316 Loudon Patrol Shed	510 Route 106	Loudon	\$0.22	\$0.23	\$0.24
DOT - NHDOT 3 - 309 Meredith Patrol Shed	241 Parade Road	Meredith	\$0.22	\$0.23	\$0.24
DOT - NHDOT 3 - 305 Moultonborough Patrol Shed	220 Holland St.	Moultonborough	\$0.22	\$0.23	\$0.24
DOT - NHDOT 3 - 310 Moultonborough Warehouse	710 Whittier Hwy (NH 25)	Moultonborough	\$0.22	\$0.23	\$0.24
DOT - NHDOT 3 - 324 New Hampton Patrol Shed	42 Rt. 104	New Hampton	\$0.22	\$0.23	\$0.24
DOT - NHDOT Bridge Maintenance - New Hampton	98 DOT Drive	New Hampton	\$0.22	\$0.23	\$0.24
DNCR - Mt. Cardigan State Park	Off Route 18	Orange	\$0.20	\$0.21	\$0.22
DOT - NHDOT 3 - 307 Ossipee Patrol Shed	20 Old Route 28	Ossipee	\$0.22	\$0.23	\$0.24
DAS - Bureau of Court Facilities Carroll County Superior Court	96 Water Village Rd.	Ossipee	\$0.22	\$0.23	\$0.24
DOT - NHDOT Bridge Maintenance - Ossipee	15 Hodsdon Shore Road	Ossipee	\$0.22	\$0.23	\$0.24
DNCR - Odiorne Point State Park	Route 1A	Rye	\$0.22	\$0.23	\$0.24
DNCR - Rye Harbor State Park	Off Route 1A	Rye	\$0.22	\$0.23	\$0.24
DNCR - Seacoast Science Center	570 Ocean Blvd.	Rye	\$0.22	\$0.23	\$0.24
DBEA - Sanbornton Welcome/Information Center	I-93 Northbound - Mile Marker 61	Sanbornton	\$0.18	\$0.19	\$0.20
DNCR - Wadleigh State Park	Route 114	Sutton	\$0.24	\$0.25	\$0.26
DOT - NHDOT 3 - 302 Tamworth Patrol Shed	493 White Mtn. Hwy.	Tamworth	\$0.22	\$0.23	\$0.24
DOT - NHDOT 3 - 325 Thornton Patrol Shed	22 Laundromat Rd.	Thornton	\$0.22	\$0.23	\$0.24
DOT - NHDOT 3 - 313 Tilton Patrol Shed	427 Depot Rd.	Tilton	\$0.22	\$0.23	\$0.24

Contractor Initials

Date

*[Handwritten Signature]*  
*[Handwritten Date]*

REPAIR RATES, EMERGENCY SERVICES AS REQUIRED, PER HOUR	RATE PER HOUR
Monday thru Friday 8:00 AM to 4:30 PM	\$199
Monday thru Friday 4:31 PM to 7:59 AM	\$199
Saturday Work	\$199
Sunday Work	\$199

TANK CLEANING RATES	RATE PER HOUR
Monday thru Friday 8:00 AM to 4:30 PM	\$199
Monday thru Friday 4:31 PM to 7:59 AM	\$199
Saturday Work	\$199
Sunday Work	\$199

REPAIR RATES, PER OCCURANCE SERVICES AS REQUIRED, PER HOUR	RATE PER HOUR
Monday thru Friday 8:00 AM to 4:30 PM	\$199
Monday thru Friday 4:31 PM to 7:59 AM	\$199
Saturday Work	\$199
Sunday Work	\$199

### 3. INVOICE

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

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.

### 4. PAYMENT

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

Contractor Initials

Date

*MB*  
10/12/22

EXHIBIT D

RFB #2656-23 is incorporated here within:

Contractor Initials  
Date

MH  
10/19/22

**EXHIBIT E**

Contractor's bid is incorporated here within.

Contractor Initials  
Date

*MM*  
*10/11/22*

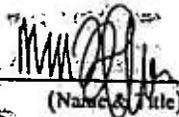
(Limited partnership, limited liability professional partnership or LLC)

**Certificate of Authority # 3**

**Limited Partnership or LLC Certification of Authority**

I, Manlie Hagan hereby certify that I am the sole Partner, Member or  
(Name)  
Manager and the sole officer of Rowell's Services a limited liability partnership  
(Name of Partnership or LLC)  
under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited  
liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is  
understood that the State of New Hampshire will rely on this certificate as evidence that the  
person listed above currently occupies the position indicated and that they have full authority  
to bind the partnership or LLC and that this authorization shall remain valid for thirty (30)  
days from the date of this Corporate Resolution.

DATED: 10/12/22 ATTEST:  owner  
(Name & Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2022

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

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

PRODUCER Wieczorek Insurance 166 Concord St. Manchester NH 03104	CONTACT NAME: Lauren Bombara	PHONE (A/C No. Ext.): (603) 668-3311	FAX (A/C No.): (603) 668-6413
	EMAIL ADDRESS: Lauren@wieinsurance.com		
INSURED Rowell's Services LLC DBA: Rowell's Services Rowell's Sewer & Drain, LLC; 490 Laconia Road LLC 359 Tilton Rd Northfield NH 03276	INSURER(S) AFFORDING COVERAGE:		NAIC #
	INSURER A: Merchants Preferred Insurance Co.		12901
	INSURER B: Merchants Mutual Insurance Co		23329
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES                      CERTIFICATE NUMBER: 22-23 Basic                      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	AMND INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CP9154170	4/2/2022	4/2/2023	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$ 100,000 MED EXP (Any one person): \$ 5,000 PERSONAL & ADV INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 2,000,000 PRODUCTS - COMP/OP AGG: \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAP9268155	4/2/2022	4/2/2023	COMBINED SINGLE LIMIT (Ea accident): \$ 1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ Uninsured motorist BI-single limit: \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$: 10,000			CUP9146702	4/2/2022	4/2/2023	EACH OCCURRENCE: \$ 2,000,000 AGGREGATE: \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA9103348	4/2/2022	4/2/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT: \$ 1,000,000 EL DISEASE - EA EMPLOYEE: \$ 1,000,000 EL DISEASE - POLICY LIMIT: \$ 1,000,000
A	Inland Marine			CP9154170	4/2/2022	4/2/2023	Lessed/Rented Equipment: 134,000 Deductible: 250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Certificate will not be cancelled until the State of New Hampshire receives 10 days prior written notice.  
Please refer to policy for complete details and information regarding limitations and exclusions.

CERTIFICATE HOLDER Wayne.V.Goulet@das.nh.gov State of New Hampshire Administrative Services Bureau of Purchase and Property 25 Capitol Street Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R. Wieczorek/LAUREN
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**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 ROWELL'S SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on October 24, 2016. 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: 758851

Certificate Number: 0005886254



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 October A.D. 2022.

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

David M. Scanlan  
Secretary of State

**From:** Sarah DeCormier <sarah@rowellservices.com>  
**Sent:** Friday, March 15, 2024 1:50 PM  
**To:** Rosa, Jonah <Jonah.L.Rosa@das.nh.gov>  
**Subject:** RE: State of NH Contract 8003152 Inquiry

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

---

Jonah,  
Yes, Rowell's Services would be happy to provide the same rate of \$0.25 p/gallon to the added Hart's Location residence.

Thank you.



**SARAH DECORMIER**  
MARKETING

📞 603-934-4145  
✉️ SARAH@ROWELLSERVICES.COM

**ROWELLSERVICES.COM**

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**From:** Rosa, Jonah <Jonah.L.Rosa@das.nh.gov>  
**Sent:** Friday, March 15, 2024 12:33 PM  
**To:** Sarah DeCormier <sarah@rowellservices.com>  
**Subject:** State of NH Contract 8003152 Inquiry

Hi Sarah,

I am reaching out because I was just informed that the State purchased a new building at 41 Arethusa Falls Road in Harts Location, 03812. It is a residential building at the same site as 2057 US Rte 302 in Harts Location. Would Rowell's Services be interested in providing the same rate of \$0.25 per gallon for this new location as the location under contract (2057 US Rte 302) since they are at the same site?

Best Regards,  
*Jonah Rosa*  
Senior Purchasing Agent  
State of New Hampshire  
Department of Administrative Services  
Bureau of Purchasing and Property  
25 Capitol Street, RM 102  
Concord, NH 03301  
(603) 271-2550  
Email: [Jonah.L.Rosa@das.nh.gov](mailto:Jonah.L.Rosa@das.nh.gov)  
<https://das.nh.gov/purchasing>

Nominate an outstanding employee! Go to: <https://das.nh.gov/comm/das-employee-recognition-program.aspx>