



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 30, 2024

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to amend an existing contract (Contract #8003433) with The Eliminator Pest Control Inc. (VC# 479684), Lyndonville, VT, by increasing the price limitation by \$5,744.88 from \$410,888.40 to \$416,633.28 with no change to the contract completion date for pest & wildlife control services, effective upon Governor and Executive Council approval through March 31, 2027. The original contract (Contract #8003433) was approved by Governor and Executive Council on March 27, 2024, and most recently amended with Governor and Executive Council approval on June 26, 2024, item #200.

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 Governor and Executive Council on March 27, 2024, item #82. It was subsequently amended with Governor and Executive Council approval on June 26, 2024, item #200.

The purpose of this request is to add service for the Department of Military and Veterans Services (DMAVS) buildings at multiple locations in Concord, NH. The addition of pest control services at these locations will provide necessary control measures for pest and rodent control in order to adhere to State Health Department regulations. The Department of Administrative Services through the Bureau of Purchase and Property issued a request for quote (RFQ) 128-24 to all statewide contractors on August 14, 2024, with responses due by August 22, 2024. There were four compliant quotes received with The Eliminator Pest Control Inc. submitting the lowest pricing for the above locations. The absence of pest control services at these locations would put the State staff and public at potential health risks and potentially cause public relations issues.

Contract financials	
Current price limitation	\$410,888.40
Add this amendment	\$5,744.88
New price limitation	\$416,633.28

Based on the foregoing, I am respectfully recommending approval of the contract amendment with
The Eliminator Pest Control Inc.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Charles M. Arlinghaus', written in a cursive style.

Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFQ Summary

Quote Description	Pest & Wildlife Control Services	Agency	Multiple
RFQ#	128-24	Requisition#	N/A
Agent Name	Liz Moskalenko	RFQ Closing	8/22/2024 at 11:00 am

Indicates Lowest Cost:

Square Footage	Frequency of Service	Agency / Location	Dependable Pest Solutions Inc.				The Eliminator Pest & Property Service, Inc			
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Subtotals	Year 1 Rate	Year 2 Rate	Year 3 Rate	Subtotals
22,977	Monthly	NH DMAVS National Guard	\$115.00	\$115.00	\$115.00	\$4,140.00	\$79.00	\$79.00	\$81.37	\$2,872.44
	Once Annually	SBO: 4 Pembroke Road, Building B & C, Concord, NH 03301	\$740.00	\$1,800.00	\$1,860.00	\$4,400.00	\$948.00	\$948.00	\$976.44	\$2,872.44
Monthly Subtotal:						\$4,140.00				\$2,872.44
Annual Subtotal:						\$4,400.00				\$2,872.44

Recommendation Summary

Number of Solicitations Received	2
D&B Report Attached	No
Method of Payment	Check
FOB Delivered	Yes
Special Notes:	



**SECOND AMENDMENT TO THE CONTRACT BETWEEN
THE ELIMINATOR PEST CONTROL INC
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR PEST & WILDLIFE CONTROL
CONTRACT # 8003433**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 1st day of October 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and The Eliminator Pest Control Inc (hereinafter referred to as "the Contractor") for pest and wildlife control services.

WHEREAS, pursuant to an agreement effective April 1, 2024 (item #92), amended by the First Amendment on June 26, 2024 (item #200), and set to expire March 31, 2027, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain pest and wildlife control services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 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:

- Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
\$416,633.28
- Amend Exhibit B, Payment Terms, the following payment terms for the period October 30, 2024, through March 31, 2027:

Agency / Location	Agency Contact	Square Footage	Frequency of Service	Year One Rate	Year Two Rate	Year Three Rate
NH DMAVS National Guard	Matthew Glover	22,977	Monthly Service	\$79.00	\$79.00	\$81.37
SBO: 4 Pembroke Road, Building B & C (attached) Concord, NH 03301	(603)227-5094 matthew.r.glover@dmavs.nh.gov		Annual Service Total	\$948.00	\$948.00	\$976.44

- Amend Exhibit C, I. Contract Price: Change to the following: \$416,633.28.

Contract Financials	
Current spend limitation	\$410,888.40
Current spend (six months)	\$35,238.00
This Amendment	\$5,744.88
New spend limitation	\$416,633.28

- All other provisions of the Agreement, approved by the Governor and Executive Council on March 27, 2024, item #92 and amended on June 26, 2024, item #200 shall remain in full force and effect.

Contractor Initials: *amp*
Date: 10/1/24

THE ELIMINATOR PEST CONTROL INC

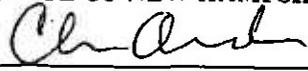
By: 

Mike Pierce
(Print Name)

Title: Pest Control Director

Date: 10-1-24

STATE OF NEW HAMPSHIRE

By: 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 12-2-24

OFFICE OF THE ATTORNEY GENERAL

By: 

Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General

Date: December 9, 2024

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

Signed: _____

(Print Name)

Title: _____

Contractor Initials: 

Date: 10/1/24

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 THE ELIMINATOR PEST CONTROL INC is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 18, 2023. 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: 949438

Certificate Number: 0006680409



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st 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

Corporate Resolution

I, MARCUS BROWN, hereby certify that I am a duly elected
(Print First and Last Name)

Clerk/Secretary/Officer of The Eliminator Pest Control Inc. I hereby certify the
(Name of Corporation)
following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly
called and held on 10/1/2024, at which a quorum of the Directors/shareholders were
(Month Day, Year)
present and voting.

VOTED: That MIKE PIERCE, Marcus Brown (may list more than one person) is
(Printed Name and Title)
duly authorized to enter into contracts or agreements on behalf of

The Eliminator Pest Control Inc. with the State of New Hampshire and any of
(Name of Corporation)
its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to affect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for ninety (90) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 10/1/2024

ATTEST:


(Signature)

Corporate Bylaws

I, Marcus Brown, hereby certify that I am duly elected
(Printed First and Last Name)

Clerk/Secretary/Officer of The Eliminator Pest Control, Inc. I hereby certify
(Name of Corporation)

the following is a true copy of the current Bylaws or Articles of Incorporation of the

Corporation and that the Bylaws or Articles of Incorporation authorize the following officers

or positions to bind the Corporation for contractual obligations.

Marcus Brown President
(list officer titles or position) (list officer titles or position)

Joni Brown Vice-President
(list officer titles or position) (list officer titles or position)

Mike Pierce Director
(list officer titles or position) (list officer titles or position)

I further certify that the following individuals currently hold the office or positions

authorized: Marcus Brown, Joni Brown, Mike Pierce.
(list individuals holding positions authorized)

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 corporation. This authority shall remain valid

for ninety (90) days from the date of this certificate.

DATED: 10/1/2024

ATTEST:

[Signature]
(Signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2024

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

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

PRODUCER Barrett Insurance Agency LLC 229 Portland St, Suite 101 PO Box 4158 Saint Johnsbury VT 05819	CONTACT NAME: Jennifer Barrett PHONE (A/C No., Ext): (802) 748-5224 FAX (A/C, No): (802) 473-3033 E-MAIL ADDRESS: jenn@thebarrettagency.com
	INSURER(S) AFFORDING COVERAGE INSURER A: United Financial Casualty Company INSURER B: Wellfleet New York INSURER C: INSURER D: INSURER E: INSURER F:
INSURED The Eliminator Pest Control Inc PO Box 1212 Lyndonville VT 05851	

COVERAGES **CERTIFICATE NUMBER:** CL24111803953 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	00946663	10/31/2024	10/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	ARX10831500	06/25/2024	06/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER State of NH Department of Administrative Services 25 Capitol Street 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 
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State of New Hampshire

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 26, 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 #8003433) with The Eliminator Pest Control Inc. (VC# 479684), Lyndonville VT, for pest & wildlife control services by adding locations with no change to the price limitation of \$410,888.40 and no change to the completion date of March 31, 2027, effective upon Governor and Executive Council approval. The original contract (Contract #8003433) was approved by Governor and Executive Council on March 27, 2024.

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 Governor and Executive Council on March 27, 2024.

The purpose of this request is to add service for the NH Department of Corrections (DOC) for eight ancillary buildings, at 312-314 North State St., Concord NH, perimeter services only at NH Department of Health and Human Services (DHHS) Bayberry House, 5 Howard Rd., Concord NH and the Superintendent's Cottage, 87 Pleasant St, Concord NH. The addition of pest control services at these locations will provide necessary control measures for pest and rodent control for all locations in order to adhere to State Health Department regulations.

Services at NH DOC Canteen Unit at 281 North State Street, Concord, NH and Concord Prison Kitchen also at 281 North State Street, Concord, NH will be removed from the contract.

The Department of Administrative Services through the Bureau of Purchase and Property issued a request for quote (RFQ) 127-24 on April 12, 2024 with responses due by April 22, 2024. There were four compliant bids received with The Eliminator Pest Control Inc. submitting the lowest pricing for the above locations.

These services are at the request of both NH DOC and the NH DHHS. The absence of pest control services at these locations would put the State staff and public at potential health risks and potentially cause public relations issues.

Contract Financials	
Current price limitation	\$410,888.40
Add this amendment	\$0.00
Continue with current price limitation	\$410,888.40

Based on the foregoing, I am respectfully recommending approval of the contract amendment with The Eliminator Pest Control Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

Bid Description	Pest & Wildlife Control	Agency	Multiple
RFQ#	127-24		
Agent Name	Lix Moskateko	Closing	04/22/2024

RFQ 127-24 Pest & Wildlife Control Services	Modern Pest Services, L.P.C.				The Chimney Pest Control Inc.				Dependable Pest Solutions, Inc.				Pest-1, Inc.			
	Monthly Service	Annual Service Total	Monthly Service	Annual Service Total	Monthly Service	Annual Service Total	Monthly Service	Annual Service Total	Monthly Service	Annual Service Total	Monthly Service	Annual Service Total	Monthly Service	Annual Service Total		
NH Department of Administrative Services - Perimeter Spray Only - 1 Grants Place South Concord, NH - 40,408 Sq Ft	\$0.00	\$0.00	\$0.00	\$0.00	\$6,500.00	6695	\$6,896.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
NHLC Liquor Store #48	\$80.00	\$80.00	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$150.00		
849 Brattleboro Rd. (Route 119) Hinsdale NH - Total 7,380 Sq Ft	\$960.00	\$960.00	\$1,020.00	\$2,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,800.00	\$1,800.00		
NH Department of Corrections (Auxiliary Buildings)	\$100.00	\$110.00	\$120.00	\$360.00	\$69.00	\$72.00	\$75.00	\$207.00	\$160.00	\$160.00	\$160.00	\$480.00	\$400.00	\$400.00		
NH DEHS Bryberry House - Perimeter Service Only - 5 Howard Rd. Concord NH	\$75.00	\$80.00	\$85.00	\$280.00	\$40.00	\$40.00	\$42.00	\$122.00	\$40.00	\$42.00	\$46.00	\$138.00	\$125.00	\$125.00		
NH DEHS Brook House - Perimeter Service Only - 191 Pleasant St. Concord	\$900.00	\$960.00	\$1,020.00	\$2,880.00	\$480.00	\$480.00	\$504.00	\$1,464.00	\$480.00	\$504.00	\$552.00	\$1,536.00	\$1,500.00	\$1,500.00		
NH DEHS Gray House - Perimeter Service Only - 33 Pleasant St. Concord	\$70.00	\$75.00	\$80.00	\$280.00	\$42.00	\$42.00	\$44.00	\$138.00	\$40.00	\$42.00	\$46.00	\$138.00	\$125.00	\$125.00		
NH DEHS Yellow House - Perimeter Service Only - 67 Pleasant St. Concord	\$70.00	\$75.00	\$80.00	\$280.00	\$42.00	\$42.00	\$44.00	\$138.00	\$40.00	\$42.00	\$46.00	\$138.00	\$125.00	\$125.00		
NH DEHS Peab Place - Perimeter Service Only - 125 Pleasant St. Concord	\$70.00	\$75.00	\$80.00	\$280.00	\$42.00	\$42.00	\$44.00	\$138.00	\$40.00	\$42.00	\$46.00	\$138.00	\$125.00	\$125.00		
NH DEHS Superintendent's Cottage - Perimeter Service Only - 87 Pleasant St. Concord	\$70.00	\$75.00	\$80.00	\$280.00	\$42.00	\$42.00	\$44.00	\$138.00	\$40.00	\$42.00	\$46.00	\$138.00	\$125.00	\$125.00		
NH DEHS Howard Recreation Building - Perimeter Service Only - Kent Hill Concord NH	\$110.00	\$120.00	\$130.00	\$390.00	\$85.00	\$85.00	\$89.00	\$269.00	\$40.00	\$42.00	\$46.00	\$138.00	\$150.00	\$150.00		
NH DEHS Phobros Building - Interior Wings A&B (Perimeter Service to be included) - 171/3 Park St. Concord NH (approx 18,853 sq ft)	\$100.00	\$110.00	\$120.00	\$360.00	\$50.00	\$50.00	\$54.00	\$164.00	\$50.00	\$50.00	\$54.00	\$164.00	\$200.00	\$200.00		

Remainder Term Cost Increase/Decrease (3 years)	\$12,810.00	\$6,372.00	\$12,624.00	\$8.00
Current Contract Price Limitation	\$98,670.00	\$410,888.40	\$70,156.00	\$297,960.00
RFQ Additive Increase	\$12,810.00	\$4,056.00	\$12,624.00	\$0.00
Location Transfer Increase	\$0.00	-\$10,428.00	\$10,428.00	\$0.00
Recommended Contract Price Limitation	\$111,480.00	No Change	\$93,408.00	N/A

Statewide Contract or Amendment	Amendment
Term	3 Years
New Recommended Contract Price Limitation	See Above
Number of Solicitations Received	4
P-37 Checklist Complete	Yes
Method of Payment (P-card/ACH)	P-Card/ACH
Current Contract Price Limitation	See Above
Total Cost Increase (\$)	See Above

Special Notes for RFQ 127-24 Pest & Wildlife Control Amendments In Total:

RFQ 127-24 was issued in April 2024. All vendors responded accordingly and responses were received for RFQ 127-24 for the Pest & Wildlife Control contracts at the above noted State Agency locations. Three vendors were awarded multiple locations on April 22, 2024. RFQ 127-24 was posted in order to provide additional services under contract for over multiple State locations and will provide agencies the ability to obtain if and when necessary, quotes for pest & wildlife control. Not all services are quoted due to the locations and/or license restrictions. Locations within the State are limited as to what awarded contractors are able to service, therefore can not be a guaranteed service availability list by contractors and are represented by zero dollar value amounts thus representing a no-bid option for described service and shall not be classified as not compliant. Agencies are able to establish contract relationships with awarded contractor for individual locations who are equipped to cover noted agencies/locations immediate needs and if a steady frequency of service is not required, section one's Merrimack County permits all bids be awarded per contractor. The following portion of the amendments also to include location transfer decrease/increase from the Eliminator Pest Control Inc. to Dependable Pest Solutions, Inc. at the request of NHDOC to encapsulate the prison facility as a whole building under one pest control company to the next apparent low, as well as additions to Optional Services and Non-regularly serviced location by county. Contractors are selected due to various agency pest and/or wildlife control needs, with the majority stemming from infestations, infestation preventative maintenance or wildlife relocation requirements in order to maintain the health and welfare of the State staff members or inhabitants of the various locations as well as avoiding damage to State locations from invasive and destructive pest infestations.

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN THE ELIMINATOR CONTROL INC.
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR PEST & WILDLIFE CONTROL
CONTRACT # 8003433**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 13th day of May, 2024 is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and The Eliminator Pest Control Inc (hereinafter referred to as "the Contractor") for Pest & Wildlife Control.

WHEREAS, pursuant to an agreement effective April 1, 2024 set to expire March 31, 2027, amended by this the First Amendment (hereinafter referred to as "the Agreement"), the Contractor agreed to provide certain Pest & Wildlife Control 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. Amend Exhibit C Payment & Pricing; Add the following locations and pricing:

Location	Service Type	Current Price	Amended Price	Current Total	Amended Total
NH Department of Corrections - 1000 Shawmut Rd 312-314 North State St, Concord NH - 8,395 SqFt	Monthly Service	\$69.00	\$72.00	\$75.00	
	Annual Service Total	\$828.00	\$864.00	\$900.00	\$2,592.00
NH State Police - 5 Howard Rd, Concord NH	Monthly Service	\$40.00	\$40.00	\$42.00	
	Annual Service Total	\$480.00	\$480.00	\$504.00	\$1,464.00
NH State Police - 87 Pleasant St, Concord	Monthly Service	\$40.00	\$40.00	\$42.00	
	Annual Service Total	\$480.00	\$480.00	\$504.00	\$1,464.00

2. Amend Exhibit C Payment & Pricing; Remove the following locations and pricing:

Location	Service Type	Current Price	Amended Price	Current Total	Amended Total
281 North State St, Concord NH	Monthly Service	\$49.00	\$49.00	\$49.00	
	Annual Service Total	\$588.00	\$588.00	\$588.00	\$1,764.00
281 North State St, Concord NH	Weekly Service	\$52.00	\$52.00	\$52.00	
	Annual Service Total	\$2704.00	\$2704.00	\$2704.00	\$8,112.00

Contract financials	
Current price limitation	\$410,888.40
Add this amendment	\$0.00
Continue with current price limitation	\$410,888.40

Contractor Initials: MS
Date: 5/13/24

3. All other provisions of the Agreement, approved by Governor and Executive Council on March 27, 2024, effective April 1, 2024 and set to expire March 31, 2027, shall remain in full force and effect.

THE ELIMINATOR PEST CONTROL INC.

By: [Signature]
Thomas Brown
(Print Name)

Title: President

Date: 5/13/24

STATE OF NEW HAMPSHIRE

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

Title: Commissioner
Department of Administrative Services

Date: 6-3-24

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Sheri Phillips
(Print Name)

Title: Assistant Attorney General

Date: 6/7/2024

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

JUN 26 2024

Signed: [Signature]
(Print Name)

SECRETARY OF STATE

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 THE ELIMINATOR PEST CONTROL INC is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 18, 2023. 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: 949438

Certificate Number: 0006680409



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2024.

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

David M. Scanlan
Secretary of State

The Eliminator Pest Control, Inc.

Corporate Resolution
Authorization to sign contracts with the State of New Hampshire

The undersigned authorized representative of The Eliminator Pest Control, Inc. hereby certifies that the following resolutions were duly adopted by The Eliminator Pest Control, Inc. on April 29th, 2024 and that the resolutions have not been modified or rescinded as of the date hereof:

1. RESOLVED: that Marcus Brown is authorized to act on behalf of the Company in executing any and all documents required for the State of New Hampshire Pesticide contract, including Form P-37 and 1st Amendment for your Pest & Wildlife Control contract 8003411
2. RESOLVED: the members of the Board of Directors of the Company are authorized to certify the adoption of the foregoing resolutions and their conformity with the Bylaws and organizational documents of the Company.

Dated this 29th day of April, 2024



Secretary, The Eliminator Pest Control, Inc.



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

March 13, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with The Eliminator Pest Control Inc. (VC#479684), Lyndonville VT, in an amount up to and not to exceed \$410,888.40 for pest and wildlife control with the option to renew for two additional years effective upon Governor and Council approval through March 31, 2027.

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

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property issued a request for bid (RFB) 2840-24 on October 16, 2023 with responses due on November 29, 2023. This RFB reached 35 vendors through the NIGP electronic sourcing platform with an additional 31 directly sourced. There were 4 compliant responses; The Eliminator Pest Control Inc. submitted competitive pricing for 129 of the 201 State of New Hampshire locations. It is the intent of the department to award multiple contracts in order to provide access to pest and wildlife control at competitive prices statewide.

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

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

Upon approval, The Eliminator Pest Control Inc. will provide routine pest control at the 129 awarded locations as well as offer per occurrence services at fixed hourly rates to all agencies within awarded counties to maintain the State's ongoing need for any pest control services throughout the State

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

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

Counties Served
Belknap
Carroll
Coos
Grafton

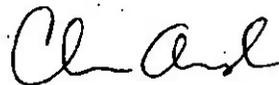
The requested price limitation for this contract is \$410,888.40; and is inclusive of anticipated State approved project needs. The recommended price limitation also includes and allowance for per occurrence needs that may arise throughout the contract term.

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

Contract Financials	
Estimated term spend (3 year)	\$316,068.00
Allowance for balance of product line & per occurrence services	\$94,820.40
Recommended price limitation	\$410,888.40

Based on the foregoing, I am respectfully recommending approval of the contract with The Eliminator Pest Control Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

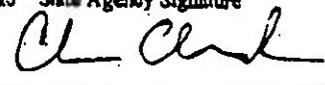
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name The Eliminator Pest Control, Inc.		1.4 Contractor Address 293 Hill St., Lyndonville VT 05851	
1.5 Contractor Phone Number (800) 499-5130	1.6 Account Unit and Class Various	1.7 Completion Date 3/31/2027	1.8 Price Limitation \$410,888.40
1.9 Contracting Officer for State Agency Liz Moskalenko		1.10 State Agency Telephone Number 603-271-3122	
1.11 Contractor Signature  Date: 2/21/24		1.12 Name and Title of Contractor Signatory Marcus Brown President	
1.13 State Agency Signature  Date: 2/22/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Duncan A. Edgar</u> On: <u>March 11, 2024</u>			
1.17 Approval by the Governor and Executive Council (if applicable) 92 G&C Item number: <u>WFS</u> SECRETARY OF STATE (G&C Item #) _____			

MAR 27 2024

Contractor Initials MB

Date 2/21/24

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials MB

Date 2/21/74

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials MB

Date 2/21/24

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

The Eliminator Pest Control, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with The Eliminator Pest Control, Inc. Services in accordance with the bid submission in response to State Request for Bid 2840-24 and as described herein.

2. CONTRACT DOCUMENTS:

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

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

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2840-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT:

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

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

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

4. SCOPE OF WORK:

PEST CONTROL EXCLUSIVELY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PEST CONTROL LOCATION ADDITIONS:

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

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

PEST CONTROL LOCATION REMOVALS:

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

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

IRREGULAR SEASONAL:

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

EXCLUSION SERVICE:

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

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

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

PERIMETER SPRAY:

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

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

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

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

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

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

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to

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restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

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

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

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

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

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

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

5. USAGE REPORTING:

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

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

The Contractor shall provide Pest Control Services strictly pursuant to, and in conformity with, the specifications described in State RFB #2840-24, as described herein, and under the terms of this Contract.

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

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

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

8. CONFIDENTIALITY & CRIMINAL RECORD:

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

EXHIBIT C - METHOD OF PAYMENT

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Date 2/21/24

9. CONTRACT PRICE:

The Contractor hereby agrees to provide Pest Control services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$410,888.40; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

10. PRICING STRUCTURE:

		Year One Rate	Year Two Rate	Year Three Rate
Rodent Control	Hourly Rate	\$89.00	\$89.00	\$89.00
Bedbug Treatment	Hourly Rate	\$149.00	\$149.00	\$149.00
Pest Control	Hourly Rate	\$89.00	\$89.00	\$89.00
Termite Control	Per Linear Foot	\$6.85	\$6.85	\$6.85
Follow-Up Service Fee	Hourly Rate	\$89.00	\$89.00	\$89.00
Exclusion Service	Hourly Rate	\$120.00	\$120.00	\$120.00
Perimeter Spray	Per Linear Foot	\$2.00	\$2.00	\$2.00
After Hours Service	Hourly Rate	\$110.00	\$110.00	\$110.00
Emergency Service Treatment	Hourly Rate	\$110.00	\$110.00	\$110.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$47.00	\$47.00	\$47.00

		Year One Rate	Year Two Rate	Year Three Rate
Rodent Control	Hourly Rate	\$89.00	\$89.00	\$89.00
Bedbug Treatment	Hourly Rate	\$149.00	\$149.00	\$149.00
Pest Control	Hourly Rate	\$89.00	\$89.00	\$89.00
Termite Control	Per Linear Foot	\$6.85	\$6.85	\$6.85
Follow-Up Service Fee	Hourly Rate	\$89.00	\$89.00	\$89.00
Exclusion Service	Hourly Rate	\$120.00	\$120.00	\$120.00
Perimeter Spray	Per Linear Foot	\$2.00	\$2.00	\$2.00
After Hours Service	Hourly Rate	\$110.00	\$110.00	\$110.00
Emergency Service Treatment	Hourly Rate	\$110.00	\$110.00	\$110.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$47.00	\$47.00	\$47.00

		Year One Rate	Year Two Rate	Year Three Rate
Rodent Control	Hourly Rate	\$89.00	\$89.00	\$89.00
Bedbug Treatment	Hourly Rate	\$149.00	\$149.00	\$149.00
Pest Control	Hourly Rate	\$89.00	\$89.00	\$89.00
Termite Control	Per Linear Foot	\$6.85	\$6.85	\$6.85
Follow-Up Service Fee	Hourly Rate	\$89.00	\$89.00	\$89.00
Exclusion Service	Hourly Rate	\$120.00	\$120.00	\$120.00
Perimeter Spray	Per Linear Foot	\$2.00	\$2.00	\$2.00
After Hours Service	Hourly Rate	\$110.00	\$110.00	\$110.00
Emergency Service Treatment	Hourly Rate	\$110.00	\$110.00	\$110.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$47.00	\$47.00	\$47.00

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		Year One Rate	Year Two Rate	Year Three Rate
Rodent Control	Hourly Rate	\$89.00	\$89.00	\$89.00
Bedbug Treatment	Hourly Rate	\$149.00	\$149.00	\$149.00
Pest Control	Hourly Rate	\$89.00	\$89.00	\$89.00
Termite Control	Per Linear Foot	\$6.85	\$6.85	\$6.85
Follow-Up Service Fee	Hourly Rate	\$89.00	\$89.00	\$89.00
Exclusion Service	Hourly Rate	\$120.00	\$120.00	\$120.00
Perimeter Spray	Per Linear Foot	\$2.00	\$2.00	\$2.00
After Hours Service	Hourly Rate	\$110.00	\$110.00	\$110.00
Emergency Service Treatment	Hourly Rate	\$110.00	\$110.00	\$110.00
Irregular Seasonal **6 Month Increments 1-1200 Sq Ft	Monthly Rate	\$47.00	\$47.00	\$47.00

Facility	Sq. Foot	Frequency/Service Type	Year One	Year Two	Year Three	Extended 3yr Service Total
Bureau Of Courts - Coos County Superior Court 55 School St, Lancaster NH	34,000	Monthly Service Fee	\$64.00	\$64.00	\$64.00	
		Annual Totals	\$768.00	\$768.00	\$768.00	\$2,304.00
Bureau of Courts - Northern Carroll County Circuit Court 3 East Conway Rd, N Conway NH	5,800	Monthly Service Fee	\$64.00	\$64.00	\$64.00	
		Annual Totals	\$768.00	\$768.00	\$768.00	\$2,304.00
Bureau Of Courts - Carroll County Court 97 Water Village Rd, Ossipee NH	34,000	Monthly Service Fee	\$64.00	\$64.00	\$64.00	
		Annual Totals	\$768.00	\$768.00	\$768.00	\$2,304.00
Bureau Of Courts - Plymouth Circuit Court 26 Green St, Plymouth NH	16,000	Monthly Service Fee	\$72.00	\$72.00	\$72.00	
		Annual Totals	\$864.00	\$864.00	\$864.00	\$2,592.00
Bureau of Courts - Supreme Court of New Hampshire 1 Charles Doe Dr, Concord NH	60,000	Monthly Service Fee	\$114.00	\$114.00	\$114.00	
		Annual Totals	\$1,368.00	\$1,368.00	\$1,368.00	\$4,104.00
Bureau of Courts - 6th Circuit Court Probate Division 2 Charles Doe Dr, Concord NH	30,000	Monthly Service Fee	\$64.00	\$64.00	\$64.00	
		Annual Totals	\$768.00	\$768.00	\$768.00	\$2,304.00
NH DAS-CFB - Amex 115 Pleasant St, Concord	8,099	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NH DAS-CFB Brown Building 129 Pleasant St, Concord	110,000	Monthly Service Fee	\$102.00	\$102.00	\$102.00	
		Annual Totals	\$1,224.00	\$1,224.00	\$1,224.00	\$3,672.00
NH DAS-CFB - Dolloff Building 117 Pleasant St, Concord NH	36,888	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NH DAS-CFB DOR Revenue (M&S) Building 109 Pleasant St, Concord NH	79,296	Monthly Service Fee	\$75.00	\$75.00	\$75.00	
		Annual Totals	\$900.00	\$900.00	\$900.00	\$2,700.00
NH DAS-CFB - Food Surplus Distribution 12 Hills Ave, Concord	46,733	Bi-Weekly Service Fee	\$52.00	\$52.00	\$52.00	
		Annual Totals	\$1,352.00	\$1,352.00	\$1,352.00	\$4,056.00
NH DAS-CFB - Grounds Shop 79 South Fruit St, Concord	8,227	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NH DAS-CFB - Liberty House 119 Pleasant St, Concord	3,269	Monthly Service Fee	\$62.00	\$62.00	\$62.00	
		Annual Totals	\$744.00	\$744.00	\$744.00	\$2,232.00
NH DAS-CFB - Paint/Carpentry Shop 65 South Fruit St, Concord	17,810	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NH DAS-CFB - Transportation Garage 127A Pleasant St, Concord	7,000	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00

NH DAS - CFB - Warehouses 131 Pleasant St. Concord	18,096	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHRS NH Retirement System 54 Regional Dr, Concord	35,000	Monthly Service Fee	\$50.00	\$50.00	\$50.00	
		Annual Totals	\$600.00	\$600.00	\$600.00	\$1,800.00
NH DAS - DHHS Laundry 127 Pleasant St, Concord	15,277	Weekly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$2,808.00	\$2,808.00	\$2,808.00	\$8,424.00
NH DAS - DHHS Liberty House (includes garage) 119 Pleasant St, Concord	3,269	Weekly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$2,808.00	\$2,808.00	\$2,808.00	\$8,424.00
NH DBEA NH Welcome Center - Canterbury						
I-93 Northbound, MM 51, Canterbury NH	1,500	Monthly Service Fee	\$47.00	\$47.00	\$47.00	
		Annual Totals	\$564.00	\$564.00	\$564.00	\$1,692.00
NH DBEA NH Welcome Center - Colebrook						
US 3, 2 Dion Drive, Colebrook NH	2,064	Monthly Service Fee	\$56.00	\$56.00	\$56.00	
		Annual Totals	\$672.00	\$672.00	\$672.00	\$2,016.00
NH DBEA NH Welcome Center - InterVale						
3654 White Mountain Hwy, Conway NH	5,592	Monthly Service Fee	\$56.00	\$56.00	\$56.00	
		Annual Totals	\$672.00	\$672.00	\$672.00	\$2,016.00
NH DBEA NH Welcome Center - Lebanon						
I-89 Southbound MM 57, Lebanon NH	1,440	Monthly Service Fee	\$56.00	\$56.00	\$56.00	
		Annual Totals	\$672.00	\$672.00	\$672.00	\$2,016.00
NH DBEA NH Welcome Center - Littleton						
2434 Johnsbury Rd, Littleton NH	1,822	Monthly Service Fee	\$56.00	\$56.00	\$56.00	
		Annual Totals	\$672.00	\$672.00	\$672.00	\$2,016.00
NH DBEA NH Welcome Center - Sanbornton						
I-93 Southbound MM 61, Sanbornton NH	1,560	Monthly Service Fee	\$56.00	\$56.00	\$56.00	
		Annual Totals	\$672.00	\$672.00	\$672.00	\$2,016.00
NH DBEA NH Welcome Center - Salem						
I-93 Northbound, Salem NH	5,500	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NH Veterans Cemetery - Administration Building						
110 Daniel Webster Hwy, Boscawen NH	4,240	Monthly Service Fee	\$55.00	\$55.00	\$55.00	
		Annual Totals	\$660.00	\$660.00	\$660.00	\$1,980.00
NH Veterans Cemetery - Maintenance Building						
110 Daniel Webster Hwy, Boscawen NH	4,241	Monthly Service Fee	\$55.00	\$55.00	\$55.00	
		Annual Totals	\$660.00	\$660.00	\$660.00	\$1,980.00
NH Veterans Cemetery - Chapel Building						
110 Daniel Webster Hwy, Boscawen NH	4,242	Monthly Service Fee	\$55.00	\$55.00	\$55.00	
		Annual Totals	\$660.00	\$660.00	\$660.00	\$1,980.00
NH DHHS NH Hospital						
36 Clinton St, Concord		See individual sections below				
NH DHHS Bayberry House						
5 Howard Rd, Concord NH	2,000	Weekly Service Fee	\$40.00	\$40.00	\$40.00	
		Annual Totals	\$2,080.00	\$2,080.00	\$2,080.00	\$6,240.00
NH DHHS Brick House						
91 Pleasant St, Concord	5,034	Weekly Service Fee	\$48.00	\$48.00	\$48.00	
		Annual Totals	\$2,496.00	\$2,496.00	\$2,496.00	\$7,488.00
NH DHHS Gray House						
93 Pleasant St, Concord	4,076	Weekly Service Fee	\$47.00	\$47.00	\$47.00	
		Annual Totals	\$2,444.00	\$2,444.00	\$2,444.00	\$7,332.00
NH DHHS Yellow House						
89 Pleasant St, Concord	4,512	Weekly Service Fee	\$47.00	\$47.00	\$47.00	
		Annual Totals	\$2,444.00	\$2,444.00	\$2,444.00	\$7,332.00
NH DHHS Pond Place						
125 Pleasant St, Concord	7,180	Weekly Service Fee	\$52.00	\$52.00	\$52.00	
		Annual Totals	\$2,704.00	\$2,704.00	\$2,704.00	\$8,112.00
NH DHHS Superintendent's Cottage						
87 Pleasant St, Concord NH	2,750	Weekly Service Fee	\$46.00	\$46.00	\$46.00	
		Annual Totals	\$2,392.00	\$2,392.00	\$2,392.00	\$7,176.00
NH DHHS Howard Recreation Building						
Kent Rd, Concord NH	34,795	Bi-Weekly Service Fee	\$89.00	\$89.00	\$89.00	
		Annual Totals	\$2,314.00	\$2,314.00	\$2,314.00	\$6,942.00
NH DHHS Twitchell Hall						
111 Pleasant St, Concord	10,444	Weekly Service Fee	\$56.00	\$56.00	\$56.00	
		Annual Totals	\$2,912.00	\$2,912.00	\$2,912.00	\$8,736.00
NH DHHS APS - Kitchen Areas (APS, Dietary, Dietary Supplies Rm)						
	6,266	Weekly Service Fee	\$102.00	\$102.00	\$102.00	

36 Clinton St, Concord NH		Annual Totals	\$5,304.00	\$5,304.00	\$5,304.00	\$15,912.00
NH DHHS Materials Management & Central Supply Rm	2,423	Bi-Weekly Service Fee	\$47.00	\$47.00	\$47.00	
36 Clinton St, Concord NH		Annual Totals	\$1,222.00	\$1,222.00	\$1,222.00	\$3,666.00
NH DHHS Philbrook Building	28,279	Monthly Service Fee	\$75.00	\$75.00	\$75.00	
121 S Fruit St, Concord NH		Annual Totals	\$900.00	\$900.00	\$900.00	\$2,700.00
Brown						
393 High St, Glencliff	33,000	Monthly Service Fee	\$62.00	\$62.00	\$62.00	
		Annual Totals	\$744.00	\$744.00	\$744.00	\$2,232.00
LaMott						
393 High St, Glencliff	57,225	Monthly Service Fee	\$69.00	\$69.00	\$69.00	
		Annual Totals	\$828.00	\$828.00	\$828.00	\$2,484.00
Administration						
393 High St, Glencliff	10,368	Monthly Service Fee	\$38.00	\$38.00	\$38.00	
		Annual Totals	\$456.00	\$456.00	\$456.00	\$1,368.00
Adam						
393 High St, Glencliff	11,304	Monthly Service Fee	\$38.00	\$38.00	\$38.00	
		Annual Totals	\$456.00	\$456.00	\$456.00	\$1,368.00
Service						
393 High St, Glencliff	10,800	Monthly Service Fee	\$38.00	\$38.00	\$38.00	
		Annual Totals	\$456.00	\$456.00	\$456.00	\$1,368.00
Warehouse						
393 High St, Glencliff	13,256	Monthly Service Fee	\$40.00	\$40.00	\$40.00	
		Annual Totals	\$480.00	\$480.00	\$480.00	\$1,440.00
Superintendent/Day Care						
393 High St, Glencliff	5,832	Monthly Service Fee	\$38.00	\$38.00	\$38.00	
		Annual Totals	\$456.00	\$456.00	\$456.00	\$1,368.00
Recreation Hall						
393 High St, Glencliff	2,466	Monthly Service Fee	\$31.00	\$31.00	\$31.00	
		Annual Totals	\$372.00	\$372.00	\$372.00	\$1,116.00
Doctor's Cottage						
393 High St, Glencliff	2,352	Monthly Service Fee	\$31.00	\$31.00	\$31.00	
		Annual Totals	\$372.00	\$372.00	\$372.00	\$1,116.00
Laundry						
393 High St, Glencliff	2,628	Monthly Service Fee	\$23.00	\$23.00	\$23.00	
		Annual Totals	\$276.00	\$276.00	\$276.00	\$828.00
Birchwood						
393 High St, Glencliff	3,160	Monthly Service Fee	\$23.00	\$23.00	\$23.00	
		Annual Totals	\$276.00	\$276.00	\$276.00	\$828.00
Birchwood Garage						
393 High St, Glencliff	3,120	Monthly Service Fee	\$23.00	\$23.00	\$23.00	
		Annual Totals	\$276.00	\$276.00	\$276.00	\$828.00
Carpenter						
393 High St, Glencliff	7,056	Monthly Service Fee	\$29.00	\$29.00	\$29.00	
		Annual Totals	\$348.00	\$348.00	\$348.00	\$1,044.00
Maintenance						
393 High St, Glencliff	6,300	Monthly Service Fee	\$29.00	\$29.00	\$29.00	
		Annual Totals	\$348.00	\$348.00	\$348.00	\$1,044.00
Storage Shed #1						
393 High St, Glencliff	324	Monthly Service Fee	\$17.00	\$17.00	\$17.00	
		Annual Totals	\$204.00	\$204.00	\$204.00	\$612.00
Storage Shed #2						
393 High St, Glencliff	240	Monthly Service Fee	\$17.00	\$17.00	\$17.00	
		Annual Totals	\$204.00	\$204.00	\$204.00	\$612.00
Storage Garage #1 (Salt Shed)						
393 High St, Glencliff	1,026	Monthly Service Fee	\$23.00	\$23.00	\$23.00	
		Annual Totals	\$276.00	\$276.00	\$276.00	\$828.00
Tunnels						
393 High St, Glencliff	10,828	Monthly Service Fee	\$51.00	\$51.00	\$51.00	
		Annual Totals	\$612.00	\$612.00	\$612.00	\$1,836.00
Grounds Garage						
393 High St, Glencliff	5,650	Monthly Service Fee	\$29.00	\$29.00	\$29.00	
		Annual Totals	\$348.00	\$348.00	\$348.00	\$1,044.00
Ground Storage						
393 High St, Glencliff	1,728	Monthly Service Fee	\$23.00	\$23.00	\$23.00	
		Annual Totals	\$276.00	\$276.00	\$276.00	\$828.00
Body/Paint Shop						
393 High St, Glencliff	1,080	Monthly Service Fee	\$21.00	\$21.00	\$21.00	
		Annual Totals	\$252.00	\$252.00	\$252.00	\$756.00
Green House						
393 High St, Glencliff	308	Monthly Service Fee	\$18.00	\$18.00	\$18.00	
		Annual Totals	\$216.00	\$216.00	\$216.00	\$648.00
Recycle Shed						
	420	Monthly Service Fee	\$18.00	\$18.00	\$18.00	

393 High St, Glencliff		Annual Totals	\$216.00	\$216.00	\$216.00	\$648.00
Sugar House		Monthly Service Fee	\$18.00	\$18.00	\$18.00	
393 High St, Glencliff	960	Annual Totals	\$216.00	\$216.00	\$216.00	\$648.00
Boiler Room		Monthly Service Fee	\$29.00	\$29.00	\$29.00	
393 High St, Glencliff	2,144	Annual Totals	\$348.00	\$348.00	\$348.00	\$1,044.00
Boiler Room Containment Area		Monthly Service Fee	\$29.00	\$29.00	\$29.00	
393 High St, Glencliff	2,760	Annual Totals	\$348.00	\$348.00	\$348.00	\$1,044.00
Lower Station		Monthly Service Fee	\$18.00	\$18.00	\$18.00	
393 High St, Glencliff	400	Annual Totals	\$216.00	\$216.00	\$216.00	\$648.00
Well #3 Pump House		Monthly Service Fee	\$18.00	\$18.00	\$18.00	
393 High St, Glencliff	528	Annual Totals	\$216.00	\$216.00	\$216.00	\$648.00
Well #3 Building		Monthly Service Fee	\$15.00	\$15.00	\$15.00	
393 High St, Glencliff	200	Annual Totals	\$180.00	\$180.00	\$180.00	\$540.00
NH DOC Canteen Unit						
281 North State St, Concord NH	1,200	Monthly Service Fee	\$49.00	\$49.00	\$49.00	
		Annual Totals	\$588.00	\$588.00	\$588.00	\$1,764.00
NH DOC Concord Prison Kitchen						
281 North State St, Concord NH	4,500	Weekly Service Fee	\$52.00	\$52.00	\$52.00	
		Annual Totals	\$2,704.00	\$2,704.00	\$2,704.00	\$8,112.00
NH DOC Shea Farm						
60 Irons Work Rd, Concord NH	4,200	Monthly Service Fee	\$47.00	\$47.00	\$47.00	
		Annual Totals	\$564.00	\$564.00	\$564.00	\$1,692.00
NH DOC North End House						
1 Perimeter Rd, Concord NH	3,900	Monthly Service Fee	\$47.00	\$47.00	\$47.00	
		Annual Totals	\$564.00	\$564.00	\$564.00	\$1,692.00
NH DOC PPO District Office						
314 North State St, Concord NH	22,960	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NH DOC Northern NH Correctional Facility						
138 East Milan Rd, Berlin NH	250,000	Bi-Weekly Service Fee	\$109.00	\$109.00	\$109.00	
		Annual Totals	\$1,308.00	\$1,308.00	\$1,308.00	\$3,924.00
NH DOS - Division of Emergency Services & Communications						
50 Communications Dr, Laconia NH	16,000	Monthly Service Fee	\$61.00	\$61.00	\$61.00	
		Annual Totals	\$732.00	\$732.00	\$732.00	\$2,196.00
NH DOS - Fire Standards & Training Administration Building (w/Dorms & Kitchen)						
98 Smokey Bear Blvd, Concord NH	42,200	Monthly Service Fee	\$99.00	\$99.00	\$99.00	
		Annual Totals	\$1,188.00	\$1,188.00	\$1,188.00	\$3,564.00
NH DOS - Police Standards & Training						
17 Institute Dr, Concord NH	80,000	Monthly Service Fee	\$145.00	\$145.00	\$145.00	
		Annual Totals	\$1,740.00	\$1,740.00	\$1,740.00	\$5,220.00
NH DOS - State Police Troop E						
1864 White Mountain Hwy, Tamworth NH	10,000	Monthly Service Fee	\$51.00	\$51.00	\$51.00	
		Annual Totals	\$612.00	\$612.00	\$612.00	\$1,836.00
NH DOS - State Police Troop F						
549 Route 302, Twin Mountain NH	10,000	Monthly Service Fee	\$51.00	\$51.00	\$51.00	
		Annual Totals	\$612.00	\$612.00	\$612.00	\$1,836.00
NH DOS - State Police Hangar						
91 Airport Rd, Concord NH	4,000	Monthly Service Fee	\$47.00	\$47.00	\$47.00	
		Annual Totals	\$564.00	\$564.00	\$564.00	\$1,692.00
NH DOT District 3 Office						
2 Sawmill Rd, Gilford NH	4200	Monthly Service Fee	\$47.00	\$47.00	\$47.00	
		Annual Totals	\$564.00	\$564.00	\$564.00	\$1,692.00
NH DOT Turnpikes - Administrative Building						
36 Hackett Hill Rd, Hooksett NH	9,900	Monthly Service Fee	\$47.00	\$47.00	\$47.00	
		Annual Totals	\$564.00	\$564.00	\$564.00	\$1,692.00
NH DOT Turnpikes						
Hooksett Main Toll, 36 Hackett Hill Rd, Hooksett NH	8,700	Monthly Service Fee	\$47.00	\$47.00	\$47.00	
		Annual Totals	\$564.00	\$564.00	\$564.00	\$1,692.00
NH DOT Turnpikes						
Hooksett Ramp Toll, I-93 Exit 11 Hooksett NH	2,000	Monthly Service Fee	\$47.00	\$47.00	\$47.00	
		Annual Totals	\$564.00	\$564.00	\$564.00	\$1,692.00
NH DOT Turnpikes						
	1,400	Monthly Service Fee	\$47.00	\$47.00	\$47.00	

Merrimack NH Exit 10 Toll		Annual Totals	\$564.00	\$564.00	\$564.00	\$1,692.00
NHES - Admin Building 45 S Fruit St. Concord	20,083	Quarterly Service Fee	\$84.00	\$84.00	\$84.00	
		Annual Totals	\$336.00	\$336.00	\$336.00	\$1,008.00
NHES Berlin 151 Pleasant St. Berlin	5,312	Quarterly Service Fee	\$87.00	\$87.00	\$87.00	
		Annual Totals	\$348.00	\$348.00	\$348.00	\$1,044.00
NHES Conway 518 White Mt Hwy Conway	5,307	Quarterly Service Fee	\$87.00	\$87.00	\$87.00	
		Annual Totals	\$348.00	\$348.00	\$348.00	\$1,044.00
NHES Laconia 426 Union Ave. Suite 3, Laconia NH	9,560	Quarterly Service Fee	\$70.00	\$70.00	\$70.00	
		Annual Totals	\$280.00	\$280.00	\$280.00	\$840.00
NHES Littleton 646 Union St. Littleton	6,510	Quarterly Service Fee	\$84.00	\$84.00	\$84.00	
		Annual Totals	\$336.00	\$336.00	\$336.00	\$1,008.00
NH Fish & Game Annex & Service Garage 17 Hazen Drive, Concord NH	10,200	Monthly Service Fee	\$86.00	\$86.00	\$86.00	
		Annual Totals	\$1,032.00	\$1,032.00	\$1,032.00	\$3,096.00
NH Fish & Game Cold Storage 19 Hazen Drive, Concord NH	6,240	Monthly Service Fee	\$63.00	\$63.00	\$63.00	
		Annual Totals	\$756.00	\$756.00	\$756.00	\$2,268.00
NH Fish and Game - Cabin 368 Magalloway Rd, Pittsburg NH	1550	Monthly Service Fee	\$51.00	\$51.00	\$51.00	
		Annual Totals	\$612.00	\$612.00	\$612.00	\$1,836.00
NHLC Liquor Store #1 80 Storrs St. Concord NH	8,300	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #5 17 Pleasant St. Berlin NH, IGA Shopping Plaza	3,000	Monthly Service Fee	\$53.00	\$53.00	\$53.00	
		Annual Totals	\$636.00	\$636.00	\$636.00	\$1,908.00
NHLC Liquor Store #7 784 Meadow St, Littleton NH	10,000	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #11 12 Centerra Parkway, Suite 40 Lebanon NH	6,563	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHEC Liquor Store #12 Rt 25 12A Main St, Unit 1, Center Harbor NH, Semer's Marketplace	4,650	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #16 1 Forest St. Woodsville NH, Butson's Complex	3,250	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #18 16 Metallak Place, Colebrook NH	6,200	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #19 494 Tenney Min Hwy Unit 3, Plymouth NH	9,000	Monthly Service Fee	\$63.00	\$63.00	\$63.00	
		Annual Totals	\$756.00	\$756.00	\$756.00	\$2,268.00
NHLC Liquor Store #23 234 White Mt Hwy Suite 9, Conway NH	12,000	Monthly Service Fee	\$55.00	\$55.00	\$55.00	
		Annual Totals	\$660.00	\$660.00	\$660.00	\$1,980.00
NHLC Liquor Store #37 199A Main St, Lancaster NH, Butson's Marketplace	7,784	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #39 35 Center St. Unit 17, Wolfeboro NH	4,922	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #42 71 Route 104 Meredith NH, Old Province Common	6,000	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #44 325 NH Route 104, New Hampton NH	12,000	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #47 165 Main St, Lincoln NH	5,682	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00

NHLC Liquor Store #51	3,822	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
150 Bridge St, PO Box 10, Pelham NH		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #52	5,184	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
159 Main St, Oxbarn NH, Androsoggin Plaza		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #53	4,416	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
212 Lowell Rd, Hudson NH, Market Basket Shopping Center		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #54	8,344	Monthly Service Fee	\$63.00	\$63.00	\$63.00	
65 Route 302 Glen NH		Annual Totals	\$756.00	\$756.00	\$756.00	\$2,268.00
NHLC Liquor Store #55	13,225	Monthly Service Fee	\$56.00	\$56.00	\$56.00	
9 Leavy Rd, Bedford NH		Annual Totals	\$672.00	\$672.00	\$672.00	\$2,016.00
NHLC Liquor Store #56	8,395	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
18 Weirs Rd, Gilford NH		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #57	3,500	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
240 Rt 16B, Ossipee NH, Indian Mound Shopping Ctr		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #58	3,540	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
605 Mast Rd, Goffstown NH, Shop N Save Plaza		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #59	6,392	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
6 Dobson Way, Suite A, Merrimack NH, Merrimack Shopping Ctr		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #60	19,053	Monthly Service Fee	\$56.00	\$56.00	\$56.00	
265 Plainfield Rd, West Lebanon NH		Annual Totals	\$672.00	\$672.00	\$672.00	\$2,016.00
NHLC Liquor Store #64	6,306	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
293 Newport Rd, New London NH, New London Shopping Center		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #65	3,305	Monthly Service Fee	\$54.00	\$54.00	\$55.00	
25 Vintner Rd, Campton NH		Annual Totals	\$648.00	\$648.00	\$60.00	\$1,356.00
NHLC Liquor Store #66	20,000	Monthly Service Fee	\$58.00	\$58.00	\$58.00	
I-93 Northbound, Route 3A, PO Box 16296, Hooksett NH		Annual Totals	\$696.00	\$696.00	\$696.00	\$2,088.00
NHLC Liquor Store #67	20,000	Monthly Service Fee	\$58.00	\$58.00	\$58.00	
I-93 Southbound, 25 Springer Rd, Hooksett NH		Annual Totals	\$696.00	\$696.00	\$696.00	\$2,088.00
NHLC Liquor Store #69	20,000	Monthly Service Fee	\$58.00	\$58.00	\$58.00	
25 Coliseum Ave, Nashua NH		Annual Totals	\$696.00	\$696.00	\$696.00	\$2,088.00
NHLC Liquor Store #81	12,000	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
619 Sand Rd, Pembroke NH		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #82	10,325	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
30 NH Route 103 West, Warner NH		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #83	12,000	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
929 Suncook Valley Hwy, Epsom NH		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #84	12,000	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
80 Market St, Tilton NH		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #85	13,443	Monthly Service Fee	\$54.00	\$54.00	\$54.00	
11 Merchants Way, Concord NH		Annual Totals	\$648.00	\$648.00	\$648.00	\$1,944.00
NHLC Liquor Store #96 (Warehouse)	25,000	Monthly Service Fee	\$63.00	\$63.00	\$63.00	
50 Storrs St Concord NH		Annual Totals	\$756.00	\$756.00	\$756.00	\$2,268.00

				The Eliminator Pest Control Inc.
Hourly Fixed Rates	Rate	Wildlife Category	Region	
First Hour	Hourly Rate	Bats	A, B, C1, C2, D1	\$149.00
Additional Hours	Hourly Rate			\$149.00
First Hour	Hourly Rate	Squirrels	A, B, C1, C2, D1	\$149.00
Additional Hours	Hourly Rate			\$149.00
First Hour	Hourly Rate	Groundhog	A, B, C1, C2, D1	\$149.00
Additional Hours	Hourly Rate			\$149.00
First Hour	Hourly Rate	Moles	A, B, C1, C2, D1	\$149.00
Additional Hours	Hourly Rate			\$149.00
First Hour	Hourly Rate	Voiles	A, B, C1, C2, D1	\$149.00
Additional Hours	Hourly Rate			\$149.00
First Hour	Hourly Rate	Possum	A, B, C1, C2, D1	\$149.00
Additional Hours	Hourly Rate			\$149.00
First Hour	Hourly Rate	Skunk	A, B, C1, C2, D1	\$149.00
Additional Hours	Hourly Rate			\$149.00
First Hour	Hourly Rate	Raccoon	A, B, C1, C2, D1	\$149.00
Additional Hours	Hourly Rate			\$149.00
First Hour	Hourly Rate	Fox	D1	\$155.00
Additional Hours	Hourly Rate			\$155.00
First Hour	Hourly Rate	Coyote	D1	\$155.00
Additional Hours	Hourly Rate			\$155.00
First Hour	Hourly Rate	Beaver	D1	\$155.00
Additional Hours	Hourly Rate			\$155.00
First Hour	Hourly Rate	Porcupine	D1	\$149.00
Additional Hours	Hourly Rate			\$149.00
First Hour	Hourly Rate	Fur-bearer (other)		\$149.00
Additional Hours	Hourly Rate			\$149.00

11. INVOICE:

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

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

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

12. PAYMENT:

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

EXHIBIT D

RFB #2840-24 is incorporated here within.

Contractor Initials MBS

Date 2/26/24

EXHIBIT E

Contractor's bid is incorporated here within.

Contractor Initials AMB

Date 2/21/24

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 THE ELIMINATOR PEST CONTROL INC is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 18, 2023. 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: 949438

Certificate Number : 0006363374



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of December A.D. 2023.

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

David M. Scanlan
Secretary of State

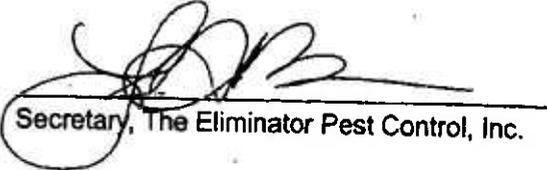
The Eliminator Pest Control, Inc.

Corporate Resolution
Authorization to sign contracts with the State of New Hampshire

The undersigned authorized representative of The Eliminator Pest Control, Inc. hereby certifies that the following resolutions were duly adopted by The Eliminator Pest Control, Inc. on December 27th, 2023 and that the resolutions have not been modified or rescinded as of the date hereof:

1. RESOLVED: that Marcus Brown is authorized to act on behalf of the Company in executing any and all documents required for the State of New Hampshire Pesticide contract, including Form P-37.
2. RESOLVED: the members of the Board of Directors of the Company are authorized to certify the adoption of the foregoing resolutions and their conformity with the Bylaws and organizational documents of the Company.

Dated this 27th day of December, 2023


Secretary, The Eliminator Pest Control, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2023

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

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

PRODUCER Select Insurance Agency, Inc. 676A White Plains Rd. Scarsdale NY 10583	CONTACT NAME: Certificate Department	
	PHONE (A/C No. Exp): 914-337-2240	FAX (A/C No.): 914-337-2219
E-MAIL ADDRESS: certificates@selectagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
License#: BR-849741 ELIMPES-05		INSURER A: Accelerant Specialty Ins. Co.
INSURED The Eliminator Pest Control, Inc. P.O. Box 1212 Lyndonville VT 05851		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES

CERTIFICATE NUMBER: 731781981

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WORD	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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		LIP00070PK000307-00	10/20/2023	10/20/2024	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	\$ 3,000,000
						PRODUCTS - COMPIOP AGG	\$ 3,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	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/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Administrative Services
 Bureau of Purchase and Property
 25 Capitol St. Room 102
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ELIMPES-01

POLDE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2023

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

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

PRODUCER Digital Insurance LLC - Rutland, VT 98 Merchants Row Rutland, VT 05701	CONTACT NAME: Deborah Poljacik	
	PHONE (A/C, No, Ext): (800) 296-5722	FAX (A/C, No): (802) 775-8246
	E-MAIL ADDRESS: Debbie.Poljacik@onsdigital.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Star Insurance Company	18023
INSURED The Eliminator Pest Control, Inc PO Box 1212 Lyndonville, VT 05851	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO SECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/PROP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	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/A	WC0872057	6/25/2023	6/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire 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



STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 8-16-24

Company Name: The Eliminator Pest Control Inc.

Address: 293 Hill Street (PO Box 1212) Lyndonville, VT 05851

To: Point of Contact: Liz Moskalenko
Telephone: (603)-271-3122
Email: Elizabeth.A.Moskalenko@das.nh.gov

RE: Bid Invitation Name: Pest & Wildlife Control
Quote Number: 128-25
Quote Posted Date (on or by): 8/16/2024
Quote Closing Date and Time: 8/22/2024 11:00 AM (Eastern Time)

[Insert name of signor] Mike Pierce on behalf of The Eliminator Pest Control Inc. [insert name of entity submitting quote (collectively referred to as "Vendor")] hereby submits an offer as contained in the written quote submitted herewith ("Quote") to the State of New Hampshire in response to QUOTE # 128-25 for Pest & Wildlife Control at the price(s) quoted herein in complete accordance with the Bid.

Vendor attests to the fact that:

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

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

Authorized Signor's Signature

[Handwritten Signature]

Authorized Signor's Title

Pest Control Director

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINSTRATIVE SERVICES
BUREAU OF PURCHASE AND PROPERTY
25 CAPITOL STREET, ROOM 102
CONCORD NEW HAMPSHIRE 03301**

DATE: 8/16/2024

REQUEST FOR QUOTATION

RFQ # 128-25

FOR

**Pest & Wildlife Control
NH DMAVS**

QUOTATION RESPONSE IS DUE ON OR BEFORE: 8/22/2024 11:00 AM (Eastern Time)

Please E-Mail Response to Elizabeth.A.Moskalenko@DAS.NH.Gov

QUESTIONS REGARDING THIS REQUEST: Liz Moskalenko at 603-271-3122 or Elizabeth.A.Moskalenko@DAS.NH.Gov

SITE VISITATION:

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

SPECIFICATION COMPLIANCE:

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor as to what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this invitation document, all product offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

The services indicated are the only ones acceptable under this bid invitation. Product literature and specifications may be enclosed.

SPECIFICATIONS:

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

Full pest management services are to be rendered by the Vendor covering the actual performance of insect and rodent management work for interiors and exteriors of facilities in accordance with the items that follow. Special additional requirements applicable whenever bid, shall always apply for the Department of Corrections, Department of Safety State Police, Glencliff Home, NH Veteran's Home, and NH Hospital, see specifications herein if bid required.

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

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

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

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

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

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

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

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

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

Populations of the following pests will be considered special optional services, separate from the specifications of this contract: Tick Control, Mosquito Control and Honey Bee Relocation (Honey Bee Relocation shall require master bee keeper only - see <https://www.nhbeekeepers.org/resources>). In addition, Section Four Optional Services will now also now include: ContraPest Service wherein service price will be inclusive of product. Section 4 offer section will permit Vendors to bids on these services. Section 4 is optional not mandatory.

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

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

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

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

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

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

IRREGULAR SEASONAL:

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

EXCLUSION SERVICE:

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

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

PERIMETER SPRAY:

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

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

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

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

OFFER:

The bidder offers to sell to the state of New Hampshire the services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid:

See Attachment 1 Offer Sheet: Tab 1 – Individual Location Additions

DELIVERY/SERVICE LOCATIONS PEST CONTROL:

The State of New Hampshire agency/institutional locations which, if you are awarded a contract through the initial bid process or a future RFQ process, you are expected to service. The State of New Hampshire reserves the right to delete locations, as needed. This listing does not include any eligible participants.

The use of a private delivery carrier **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement.

If required, please see NH District Map for clarifications.

<https://mm.nh.gov/files/uploads/dot/remote-docs/districts-map-city-town-crosswalk.pdf>

AWARD:

The awards shall be made to current Contracted Vendors meeting the criteria established within Pest & Wildlife Control Contract and in this RFQ, providing the lowest cost by section. The State reserves the right to reject any or all quotes or any part thereof and add/delete items. Award(s) shall be, in the form of a Section 1 Non-Regularly Serviced Locations addition and Section 4 Optional Service addition for each current State of New Hampshire Pest & Wildlife Control Contract. The individual contract additions per requested Agency location(s) shall be awarded by lowest bid per location.

TERMS OF SUBMISSION:

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

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

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

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

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

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

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this response.

Mike Pierce
Contact Person

802-535-0524
Local Telephone Number

800-499-5130
Toll Free Telephone Number

None
Fax Number

mpierce@theeliminatorpestcontrol.com
E-mail Address

www.theeliminatorpestcontrol.com/
Company Website

The eliminator Pest Control Inc.
Vendor Company Name

006760163
DUNS #

293 Hill Street Lyndonville, VT 05851
Vendor Address

Authorized Signor's Signature



(Must be same as signed P37 Agreement)

Authorized Signor's Title

Pest Control Director

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendors proposal, bid or quotation, any of which are incorporated herein by reference.
2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.
3. **TERM.** The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendors response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.
5. **DELIVERY.** If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs. If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.
6. **INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty(30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received , whichever is later.
7. **PERSONNEL.**
 - 7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
 - 7.2. The person signing this agreement on behalf of the State, or his or her delegee (Contracting Office) shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.
8. **EVENT OF DEFAULT; REMEDIES.**
 - 8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").
 - 8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
 - 8.1.2. failure to submit any report required hereunder; or
 - 8.1.3. failure to perform any of the other covenants and conditions of this agreement.
 - 8.2. Upon the occurrence of any Event of Default, the State may take anyone, or more, or all, of the following actions:
 - 8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty(30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and
 - 8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
 - 8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
 - 8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
9. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.
10. **VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
11. **ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.
12. **INDEMNIFICATION.** The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. 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 shall survive the termination of this agreement.

- 12.1. **PATENT PROTECTION.** The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).
13. **TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.
14. **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 below.
15. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.
16. **CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
17. **ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.
18. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.



The Eliminator Pest & Property Service
PO BOX 1212
LYNDONVILLE, VT 05851
(800) 499-5130
www.theeliminatorpestcontrol.com

ADDRESS
ARFF Building

SHIP TO
ARFF Building

Estimate 4457

DATE 10/14/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Monthly Service Monthly pest control to ARFF building. Servicer to include pest monitoring traps in mechanical room, electrical room as well as traps in drop ceiling tiles. Scope if service does not include exterior treatments, which can be added as needed based on pest activity.	1	55.00	55.00
	Monthly:Monthly Service-Initial set-up Initial set up of all interior traps and monitors. We are recommending 12 interior pest monitors/rodent devices as well as 2 mechanic traps. Cost covers set up and equipment.	1	145.00	145.00
			SUBTOTAL	200.00
			TAX	12.00
			TOTAL	\$212.00

Accepted By

Accepted Date

RFQ 128-25 Pest & Wildlife Control Services

All Bidders Shall Quote Pricing Noting Service Increment(s)

Agency / Location	Agency Contact	Square Footage	Frequency of Service	Year One Rate	Year Two Rate	Year Three Rate
NH DMAVS National Guard	Matthew Glover	22,977	Monthly Service	\$79.00	\$79.00	\$81.37
SBO: 4 Pembroke Road, Building B & C (attached) Concord, NH 03301	(603)227-5094 matthew.r.glover@dmavs.nh.gov		Annual Service Total	\$948.00	\$948.00	\$976.44
			Total Contract Term Cost			