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NOV 12 2025

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
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

October 14, 2025

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 enter into a contract (Contract #8003682) with JAL Enterprises LLC d/b/a Rexford Septic Service (VC# 455511), Twin Mountain, NH, for septic, holding tank pumping & disposal services in an amount up to and not to exceed $415,196.31 with the option to extend for up to an additional two years, effective upon the Governor and Executive Council approval, through October 31, 2030.

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 request for bid (RFB) 3007-25 for septic, holding tank pumping & disposal services on March 21, 2025, with responses due on April 16, 2025, to replace the 5 expiring contracts (8003162, 8003157, 8003152, 8003158, and 8003156). The RFB reached 254 vendors with 11 compliant responses received. The award criteria is based on to the lowest priced bidder for each location for a combined total of 157 sites. The contracts requested will be awarded to the following lowest bidders.

	Wind River Environmental LLC DBA Felix Septic Service Inc.	Rexford Septic Service	White's Septic Service LLC	Morgridge Septic	Todd Randlett Trucking, LLC
Number of Sites Awarded:	120	20	10	6	1

Upon approval this contract will provide septic tank pumping services to accommodate the safe continued use of buildings owned and operated by the State. In addition to the pumping and disposal of accumulated waste, this contract allows for assessment and repairs related to

septic tanks, holding tanks, and leach field systems to maintain operation and ensure maximum life of the systems.

JAL Enterprises LLC d/b/a Rexford Septic Service will be awarded 20 of 157 sites for an average cost decrease of -48% when compared to the expiring contract pricing (for 3 sites) and the addition of 17 new sites that were not on the expiring contract. The requested price limitation of $415,196.31 will cover the full term of the contract and is calculated from actual expenditures in business intelligence reports providing an accurate estimation of spend.

Contract financials	
Estimated annual spend	$75,490.24
Term spend (5-years)	$377,451.19
Add allowance for balance of product line	$37,745.12
Price Limitation	$415,196.31

The Department of Administrative Services has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with JAL Enterprises LLC d/b/a Rexford Septic Service.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Septic / Holding Tank Pumping & Disposal Services	Agency	Statewide
RFB#	3007-25	Requisition#	N/A
Agent Name	Jonah Rosa	Bid Closing	4/16/2025 at 9:30 am

New Contract Information	Wind River Environmental LLC DBA Felix Septic Service Inc.	Rexford Septic Service	White's Septic Service LLC	Morgridge Septic	Todd Randlett Trucking, LLC	Combined Totals
Number of Sites Awarded	120	20	10	6	1	157
Estimated annual spend	$452,941.42	$75,490.24	$37,745.12	$22,647.07	$3,774.51	$592,598.36
Estimated term spend	$2,264,707.12	$377,451.19	$188,725.59	$113,235.36	$18,872.56	$2,962,991.81
Add allowance for balance of product line	$226,470.71	$37,745.12	$18,872.56	$11,323.54	$1,887.26	$296,299.18
Recommended price limitation	$2,491,177.83	$415,196.31	$207,598.15	$124,558.89	$20,759.82	$3,259,290.99
	76%	13%	6%	4%	1%	

Expiring Contract Information	
Expiring contracts average annual spend	$592,598.36
Expiring contracts combined price limitation	$2,962,991.81
Average overall cost savings	-$355,559.02
Delta: new vs. expiring	-12%

Recommendation Summary		
Statewide Contract or Amendment	Statewide Contract	
Term of Contract	5 years with option to extend for 2 years	
Combined New Price Limitation	$3,259,290.99	
Number of Solicitations Received	10	
Number of Sourced bidders	98	
Number of NIGP Vendors Sourced	156	
Number of non-responsive bidders	244	
P-37 Checklist Complete	Yes	
D&B Report Attached	Yes	
Method of Payment (P-card/ACH)	P-card and ACH	
FOB Delivered	Yes	
Expiring Contracts Combined Price Limitation	$2,962,991.81	
Total Cost Savings ($/%)	-$355,559.02	-12%
Special Notes: Sterns Septic is not compliant due to not submitting a completed offer sheet. Bid from Austin Logistics is not compliant due to being late.		

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Septic / Holding Tank Pumping & Disposal	Agency	Statewide
RFB#	3007-25	Requisition#	N/A
Agent Name	Jonah Rosa	Bid Closing	4/16/2025 at 9:30 am

Special Notes:

The State received a total of 11 responses to RFB 3007-25 however the contract award recommendation is for the 5 low technically compliant bidders.

Indicates Award:

		Wind River Environmental LLC DBA Felix Septic Service Inc.			Rexford Septic Service			White's Septic Service LLC			Morgridge Septic			Todd Randlett Trucking, LLC		
Department	Site Name	Cost Per Gallon for Septic Pumping	Cost Per Gallon for Other Holding Tanks	Cost Per Cleaning	Cost Per Gallon for Septic Pumping	Cost Per Gallon for Other Holding Tanks	Cost Per Cleaning	Cost Per Gallon for Septic Pumping	Cost Per Gallon for Other Holding Tanks	Cost Per Cleaning	Cost Per Gallon for Septic Pumping	Cost Per Gallon for Other Holding Tanks	Cost Per Cleaning	Cost Per Gallon for Septic Pumping	Cost Per Gallon for Other Holding Tanks	Cost Per Cleaning
Dept. of Military and Veterans	National Guard Training	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.24	$0.32	$8,851.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Pawtuckaway State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.24	$0.24	$9,082.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Moose Brook State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.28	$0.28	$2,130.00	$0.00	$0.00	$0.00	$0.33	$0.00	$250.00
Dept. of Natural and Cultural	Jericho Mtn. State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.28	$0.28	$5,151.48	$0.00	$0.00	$0.00	$0.45	$0.00	$250.00
Dept. of Natural and Cultural	Mt Washington State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.40	$0.66	$1,197.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Coleman State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.33	$0.33	$3,382.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Lake Francis State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.38	$0.38	$2,090.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Great North Woods	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.38	$0.38	$2,090.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Milan Hill State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.29	$0.29	$1,029.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Mollidgewock State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.34	$0.34	$1,955.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Androscoggin Wayside	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.49	$0.49	$245.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Umbagog State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.33	$0.33	$4,277.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	325 Thorton Patrol Shed	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.25	$0.25	$933.75	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	Patrol Shed 115	$0.24	$0.30	$650.00	$0.00	$0.00	$0.00	$0.25	$0.25	$747.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Natural and Cultural	Wellington State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.29	$0.29	$2,058.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Business and Economic	Sutton	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.24	$0.24	$2,380.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Wadleigh State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.24	$0.24	$1,792.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Sunapee State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.26	$0.26	$3,885.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Rollins State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.30	$0.30	$1,345.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Winslow Lake State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.30	$0.30	$747.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Hooksett Maintenance,	$0.24	$0.00	$750.00	$0.00	$0.00	$0.00	$0.24	$0.24	$2,091.25	$0.00	$0.00	$0.00	$0.33	$0.00	$250.00
Dept. of Transportation	Merrimack Maintenance	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.29	$0.29	$1,450.00	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00
Dept. of Transportation	301 Conway Patrol Shed	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.30	$0.30	$1,121.25	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00
Dept. of Transportation	Hampton Main Toll Plaza	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.31	$0.31	$930.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Hampton Side Toll	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.32	$0.32	$320.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Hampton Maintenance	$0.24	$0.30	$650.00	$0.00	$0.00	$0.00	$0.32	$0.32	$2,080.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 202	$0.24	$0.30	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	Patrol Shed 203	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	308 Ashland Welding	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.30	$0.00	$200.00
Dept. of Transportation	309 Meredith Patrol Shed	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	310 Moultonborough	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	324 New Hampton Patrol	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Natural and Cultural	Ellacoya State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Natural and Cultural	Livermore Falls	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Administrative Services	Carroll County Superior	$0.24	$0.30	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00

Gary S. Lunetta
Director
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Dept. of Transportation	Patrol Shed 2603	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	305 Moultonborough	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	314 Belmont Patrol Shed	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	315 Alton Patrol Shed	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	316 Loudon Patrol Shed	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	Patrol Shed 201	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Mt. Cardigan State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.29	$0.29	$435.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 204	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.36	$0.36	$270.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Wentworth State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 207	$0.00	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 212	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 215	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Lottery Commission	Headquarters	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.30	$0.30	$448.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Health and Human		$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.25	$0.34	$7,968.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	Patrol Shed 205	$0.24	$0.30	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.35	$200.00
Dept. of Transportation	Patrol Shed 211	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	313 Tilton Patrol Shed	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	Patrol Shed 224, Bldg M	$0.24	$0.30	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 224, Bldg E	$0.24	$0.30	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 224, Bldg G	$0.24	$0.30	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 210	$0.24	$0.30	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 213	$0.00	$0.30	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 214	$0.24	$0.30	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Administrative Services	Emergency Operations	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.31	$0.31	$155.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Business and Economic	Canterbury	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Natural and Cultural	Warehouse	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00
Dept. of Business and Economic	Springfield	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.24	$0.24	$8,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 2604	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Administrative Services	Conway Circuit Court	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00
Dept. of Administrative Services	Hillsborough County	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00
Dept. of Natural and Cultural	Northwood Meadows	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00
Dept. of Natural and Cultural	Franklin Pierce Homestead	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.40	$0.00	$250.00
Dept. of Natural and Cultural	Gilson Pond Campground	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.40	$0.00	$250.00
Dept. of Transportation	Patrol Shed 2608	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	302 Tamworth Patrol Shed	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	303 Freedom Patrol Shed	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00
Dept. of Transportation	307 Ossipee Patrol Shed	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00
Dept. of Transportation	311 Tuftonboro Patrol	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation	312 Wakefield Patrol Shed	$0.24	$0.00	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00
Dept. of Transportation	Patrol shed 604	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Natural and Cultural	Lake Francis State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.68	$0.68	$5,100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Beaver Brook Falls	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Dixville Notch State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Deer Mtn. State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Crawford Notch State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.36	$0.36	$180.00	$0.00	$0.00	$0.00	$0.40	$0.00	$250.00
Dept. of Administrative Services	Rockingham County	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Business and Economic	N. Conway	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Business and Economic	Salem	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Military and Veterans	National Guard Armory	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Ahern State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Greenfield State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Chesterfield Gorge	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Kingston State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Miller State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

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Dept. of Natural and Cultural	Monadnock State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Pillsbury State park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Rhododedron State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Robert Frost Farm	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Silver Lake State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 2606	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 2607	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol shed 602	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 603	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Warehouse	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol shed 607	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol shed 608	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol shed 609	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol shed 610	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 611	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol shed 612	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol shed 613	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Liquor Commission	Liquor Store #73	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Liquor Commission	Liquor Store #73	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Liquor Commission	Liquor Store #73	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Liquor Commission	Liquor Store #75	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Liquor Commission	Liquor Store #75	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Liquor Commission	Liquor Store #75	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Liquor Commission	Liquor Store #75	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Liquor Commission	Liquor Store #2	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Hooksett Main Toll Plaza	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.24	$0.24	$239.00	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00
Dept. of Transportation	Hooksett Ramp Toll Plaza	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.24	$0.24	$239.00	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00
Dept. of Health and Human		$0.00	$0.30	$500.00	$0.00	$0.00	$0.00	$7.00	$7.00	$1,400.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Rochester Maintenance	$0.00	$0.30	$650.00	$0.00	$0.00	$0.00	$0.32	$0.32	$160.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Newington Maintenance	$0.00	$0.30	$650.00	$0.00	$0.00	$0.00	$0.32	$0.32	$160.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 206	$0.00	$0.30	$650.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.35	$0.35	$200.00
Dept. of Business and Economic	Littleton	$0.24	$0.00	$500.00	$0.20	$0.20	$2,750.00	$0.24	$0.24	$4,125.14	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Business and Economic	Colebrook	$0.24	$0.00	$500.00	$0.20	$0.20	$425.00	$0.36	$0.36	$1,620.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Forest Lake State Park	$0.24	$0.00	$500.00	$0.20	$0.20	$425.00	$0.30	$0.30	$897.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Weeks State Park	$0.24	$0.00	$500.00	$0.20	$0.20	$400.00	$0.30	$0.30	$598.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 107W	$0.24	$0.30	$650.00	$0.15	$0.20	$450.00	$0.24	$0.24	$597.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 124B	$0.24	$0.30	$650.00	$0.15	$0.20	$450.00	$0.25	$0.25	$747.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 124F	$0.24	$0.30	$650.00	$0.15	$0.20	$450.00	$0.25	$0.25	$809.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 2602	$0.24	$0.00	$500.00	$0.15	$0.15	$300.00	$0.31	$0.31	$310.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 104	$0.24	$0.30	$650.00	$0.15	$0.20	$450.00	$0.30	$0.30	$822.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 105	$0.24	$0.30	$650.00	$0.15	$0.20	$450.00	$0.26	$0.26	$777.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 105M	$0.24	$0.30	$650.00	$0.15	$0.20	$450.00	$0.26	$0.26	$841.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 108	$0.24	$0.30	$650.00	$0.15	$0.20	$450.00	$0.24	$0.24	$776.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 109P	$0.24	$0.30	$650.00	$0.15	$0.20	$450.00	$0.26	$0.26	$777.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 112	$0.24	$0.30	$650.00	$0.15	$0.20	$450.00	$0.24	$0.24	$717.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 101L	$0.24	$0.30	$650.00	$0.20	$0.20	$450.00	$0.40	$0.40	$997.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 101U	$0.24	$0.30	$650.00	$0.20	$0.20	$450.00	$0.40	$0.40	$1,197.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 102C	$0.24	$0.30	$650.00	$0.20	$0.20	$450.00	$0.40	$0.40	$1,197.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 102D	$0.24	$0.30	$650.00	$0.20	$0.20	$450.00	$0.40	$0.40	$1,296.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 103	$0.24	$0.30	$650.00	$0.20	$0.20	$450.00	$0.34	$0.34	$932.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Transportation	Patrol Shed 113	$0.24	$0.30	$650.00	$0.20	$0.20	$450.00	$0.25	$0.25	$809.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Cannon Mountain Ski	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.21	$0.32	$13,616.00	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00
Dept. of Natural and Cultural	Lafayette Campground	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.22	$0.22	$3,472.00	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00
Dept. of Administrative Services	Emergency Operations	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.23	$0.23	$1,195.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00

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Dept. of Business and Economic	Sanbornton	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.22	$0.22	$2,180.00	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Natural and Cultural	Bear Brook State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.23	$0.23	$4,351.00	$0.00	$0.00	$0.00	$0.35	$0.00	$250.00
Dept. of Transportation		$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.23	$0.23	$286.25	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Transportation		$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.23	$0.23	$286.25	$0.00	$0.00	$0.00	$0.35	$0.00	$200.00
Dept. of Natural and Cultural	Crawford Notch State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.23	$0.23	$2,340.00	$0.00	$0.00	$0.00	$0.40	$0.00	$250.00
Dept. of Natural and Cultural	Echo Lake State	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.23	$0.23	$1,648.80	$0.00	$0.00	$0.00	$0.40	$0.00	$250.00
Dept. of Natural and Cultural	Flume Gorge	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.22	$0.22	$1,680.00	$0.00	$0.00	$0.00	$0.40	$0.00	$200.00
Dept. of Natural and Cultural	Odiorne Point State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.23	$0.23	$345.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Rye Harbor State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.23	$0.23	$345.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Seacoast Science Center	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.23	$0.23	$345.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Wallis Sands State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.23	$0.23	$345.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	Wentworth Collidge	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.23	$0.23	$345.00	$0.00	$0.00	$0.00
Dept. of Transportation	Sarah Long Bridge	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.27	$0.27	$345.00	$0.00	$0.00	$0.00
Dept. of Natural and Cultural	White Lake State Park	$0.24	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.23	$0.00	$200.00

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name JAL Enterprises LLC d/b/a Rexford Septic Service		1.4 Contractor Address 83 Route 302 Twin Mountain, NH 03595	
1.5 Contractor Phone Number (603) 788-4170 860-918-2873	1.6 Account Unit and Class Various	1.7 Completion Date 10/31/2030	1.8 Price Limitation $415,196.31
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number (603) 271-2550	
1.11 Contractor Signature Date: 5/14/25		1.12 Name and Title of Contractor Signatory James Lamoureux Sole - Member	
1.13 State Agency Signature Date: 10/20/25		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: Christen Lavers On: 10/22/25			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials JL

Date 5/14/25

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 JA

Date 5/14/20

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.

Contractor Initials JG

Date 5/14/25

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.

Contractor Initials JB

Date 5/12/26

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials

Date 5/14/25

EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
   1.1. JAL Enterprises LLC d/b/a Rexford Septic Service (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Septic / Holding Tank Pumping & Disposal Services in accordance with the bid submission in response to State Request for Bid 3007-25 and as described herein.

2. **CONTRACT DOCUMENTS:**
   2.1. This Contract consists of the following documents ("Contract Documents"):
   - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
   - 2.1.2. EXHIBIT A Special Provisions
   - 2.1.3. EXHIBIT B Scope of Services
   - 2.1.4. EXHIBIT C Method of Payment
   - 2.1.5. APPENDIX A Price List

   2.2. 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", and (4) APPENDIX A "Price List.".

3. **TERM OF CONTRACT:**
   3.1. The term of the contract shall commence on November 1, 2025, or upon approval of the Governor and Executive Council, whichever is later, through October 31, 2030, a period of approximately five (5) years.

   3.2. The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Governor and Executive Council.

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

4. **SCOPE OF WORK:**
   4.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform septic/holding tank pumping and disposal services as described herein for the locations in Attachment 1.

   4.2. Contractor shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."

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

   4.4. **Septic Tank Cleaning:** The Contractor shall clean the septic tank after pumping at least once per year using industry standards, pressure washing, and appropriate chemicals as needed. The state site representative shall provide approval of cleaning prior to the start of the cleaning. The Contractor shall inspect the tank and its components for signs of any damage, wear, or corrosion. The state site representative shall view the tank after cleaning before reinstalling the cover. The Contractor shall provide the state site representative with a report of the inspection prior to leaving the site.

   4.5. **Holding Tank Pumping:** A holding tank is defined as a tank holding material other than those contained in septic tanks (i.e. kitchen grease, oil / water separator, etc.). The Contractor shall remove all liquid and solids from the holding tank. Damaged turf from cover removal activities shall be repaired as directed by the State agency. The Contractor shall remove all material off-site and properly dispose of all material in accordance with all local, state and federal regulations.

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4.6. **Jetting:** The Contractor shall perform sewer jetting by using high-pressure water jets to remove blockages and debris as needed without damaging the sewer lines. The cost for jetting shall be provided using the hourly rates shown in Attachment 1.

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

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

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

4.10. After each call the Contractor shall present a written summary of the work performed before leaving the job site and obtain signature thereon from the State agency.

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

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

5. COMMERCIAL REQUIREMENTS:

5.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

5.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:00 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.

5.3. 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.

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

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5.5. 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.

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

5.7. 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.

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

5.9. 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.

5.10. 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.

6. OTHER REPAIRS / REPLACEMENTS (NON-EMERGENCY):

6.1. The Contractor shall provide repair rates at the hourly rates for the State facilities listed herein for other repairs that are not a part of preventative maintenance and are not emergency repairs. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.

6.2. Requests for emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials beyond those identified in a resultant contract shall be invoiced not to exceed 10% above Contractor's cost. Invoices for materials billed using this markup are required to accompany any invoice submission to the State. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.

6.3. The Contractor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

7. EMERGENCY REPAIRS:

7.1. Emergency repairs are defined as urgent, have impacted the safety of personnel, or impacted the operational capability of the State and are needed within 24 – 48 hours of notification to the Contractor. The Contractor shall provide repair rates at the hourly rates for the State facilities listed herein. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.

7.2. Requests for emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials beyond those identified in a resultant contract shall be invoiced not to exceed 10% above Contractor's cost. Invoices for materials billed using this markup are required to accompany any invoice submission to the State. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.

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

7.4. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ enough trained and certified technicians so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. Contractor shall provide a not to exceed estimate before starting any work. If overtime is necessary and

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is determined to be caused by the Contractor, the State may at their discretion deduct a portion of the additional time.

8. WARRANTY REQUIREMENTS:

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

9. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

9.1. The Contractor shall provide all Septic/Holding Tank Pumping & Disposal Services strictly pursuant to, and in conformity with, the specifications described in State RFB 3007-25, as described herein, and under the terms of this Contract.

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

9.3. 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.

9.4. 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.

9.5. 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.

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

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

10.1. 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.

11. CONFIDENTIALITY & CRIMINAL RECORD:

11.1. 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.

12. NON-EXCLUSIVE CONTRACT:

12.1. Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

13. TERMINATION:

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

14. USAGE REPORTING:

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

14.1.1. Contract Number

14.1.2. Utilizing Agency and Eligible Participant

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14.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)

14.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:

14.1.4.1. Any associated material avoided and/or recycled as applicable under contract

14.1.4.2. A standardized reporting form will be provided after contract award

14.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.

14.1.6. In Excel format

15. AUDITS AND ACCOUNTING:

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

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

16. ACCOUNT REPRESENTATIVE:

16.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

16.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

16.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

16.1.3. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.

16.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

17. ESTABLISHMENT OF ACCOUNTS:

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

18. ELIGIBLE PARTICIPANTS:

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

19. ENVIRONMENTALLY FRIENDLY PRODUCTS:

19.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:

Contractor Initials

Date 5/14/20

19.1.1. Energy or water efficient

19.1.2. Reusable

19.1.3. Recyclable

19.1.4. Contains postconsumer recycled materials

19.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal

19.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)

19.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties.

19.3. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.

19.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: *https://www.epa.gov/smartway/smartway-partner-list.*

20. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

20.1. During the term of contract, the State may purchase other items and/or services that may be offered b the Contractor from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

Contractor Initials _____

Date 5/14/25

EXHIBIT C - METHOD OF PAYMENT

21. CONTRACT PRICE:

21.1. The Contractor hereby agrees to provide Septic/Holding Tank Pumping & Disposal Services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $415,196.31; 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.

22. PRICING STRUCTURE:

22.1. See Appendix A.

23. PRICE ADJUSTMENTS:

23.1. One the anniversary date of this contract and annually thereafter, the Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Jonah Rosa at the Bureau of Purchase & Property, 25 Capitol Street, Concord, NH 03301, or via email to Jonah.L.Rosa@DAS.NH.Gov no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

23.2. The Bureau of Purchase and Property will monitor other information sources to confirm that contract prices are indeed following market trends in a fair and equitable manner. The State shall have the right to reject any pricing that fails to follow the above principles, and to rebid any part, or the entire contract, if deemed to be in its best interest.

24. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

24.1. State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

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

25. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

25.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

26. INVOICE:

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

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

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

27. TERMS OF PAYMENT:

27.1. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

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

Contractor Initials

Date 5/14/25

Contract 8003682
Septic / Holding Tank Pumping Disposal Services

Labor Rates per hour / per person / by County for Per Occurrence Services only (see				
	Coos	Belknap	Carroll	Cheshire
Normal Business Hours (Monday through Friday; 8:00 am to 4:30 pm) *excludes State holidays	$150.00	N/A	N/A	N/A
After Normal Business Hours (Monday through Friday; 4:31 pm to 7:59 am) *excludes State holidays	$200.00	N/A	N/A	N/A
Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)	$250.00	N/A	N/A	N/A
Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)	$275.00	N/A	N/A	N/A
*Holidays shall be based on State designated holidays				

Department	Agency / Division / Bureau	Site Name if Applicable	Address	Town	Approximate Tank Size (in gallons)	Estimated Frequency
Dept. of Business and Economic Affairs		Littleton Welcome/Information	Route 18, I-91 Exit 44	Littleton	17,260.00	1 time per year
Dept. of Business and Economic Affairs		Colebrook	Rte 3, 2 Dion Drive	Colebrook	4,500.00	1 time per year
Dept. of Natural and Cultural Resources	Div. of Parks and Recreation	Forest Lake State Park	397 Forest Lake Road	Dalton	3,000.00	2 times per year
Dept. of Natural and Cultural Resources	Div. of Parks and Recreation	Weeks State Park	200 Weeks State Park	Lancaster	2,000.00	2 times per year
Dept. of Transportation	Bridge Maintenance	Patrol Shed 2602	790 Route 3 South	Carroll	1,000.00	once every 3 to 5 years
Dept. of Transportation	District 1	Patrol Shed 107W	24 Foster Dr.	Whitefield	unknown	unknown
Dept. of Transportation	District 1	Patrol Shed 124B	327 Butterhill Rd.	Franconia	unknown	unknown
Dept. of Transportation	District 1	Patrol Shed 124F	1157 Profile Rd.	Franconia	unknown	unknown
Dept. of Transportation	District 1	Patrol Shed 104	116 Brown Rd.	Groveton	unknown	unknown
Dept. of Transportation	District 1	Patrol Shed 105	180 Spruceville Rd.	West Milan	unknown	unknown
Dept. of Transportation	District 1	Patrol Shed 105M	32 State Garage Rd.	Milan	unknown	unknown
Dept. of Transportation	District 1	Patrol Shed 108	160 Stag Hollow Rd.	Jefferson	unknown	unknown
Dept. of Transportation	District 1	Patrol Shed 109P	469 RT 16	Pinkham's Grant	unknown	unknown
Dept. of Transportation	District 1	Patrol Shed 112	3997 RT 302	East Carroll	unknown	unknown
Dept. of Transportation	District 1	Patrol Shed 101L	1055 S Main St.	Pittsburg	unknown	unknown
Dept. of Transportation	District 1	Patrol Shed 101U	2947 N Main St.	Pittsburg	unknown	unknown
Dept. of Transportation	District 1	Patrol Shed 102C	8 Grant Rd.	Columbia	unknown	unknown
Dept. of Transportation	District 1	Patrol Shed 102D	306 Valley Rd.	Colebrook	unknown	unknown
Dept. of Transportation	District 1	Patrol Shed 103	143 Dam Rd.	Errol	unknown	unknown
Dept. of Transportation	District 1	Patrol Shed 113	88 RT 302	Bartlett	unknown	unknown

Contractor Initials:

Date: 5/24/25

Contract 8003682
Septic / Holding Tank Pumping Disposal Services

paragraph 32.1 of the bid document)					
Rockingham	Strafford	Sullivan	Grafton	Hillsborough	Merrimack
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A

Cost Per Gallon for Septic Pumping	Cost Per Gallon for Other Holding Tanks	Cost Per Cleaning	Site Contact	Site Contact2	Site Contact3	Accounts Payable Contact
$0.20	$0.20	$2,750.00	Jason Raymond	raymond.j.brace@livefree.nh.gov	603-573-6346	Carin.D.LaValley@livefree.nh.gov
$0.20	$0.20	$425.00	Jason Raymond	raymond.j.brace@livefree.nh.gov	603-573-6346	Carin.D.LaValley@livefree.nh.gov
$0.20	$0.20	$425.00	Darienne Messer	darienne.f.messer@dncr.nh.gov	603-271-4106	DNCR.Accounts.Payable@dncr.nh.gov
$0.20	$0.20	$400.00	Darienne Messer	darienne.f.messer@dncr.nh.gov	603-271-4106	DNCR.Accounts.Payable@dncr.nh.gov
$0.15	$0.15	$300.00	Mitch Ashey	Mitchell.W.Ashey@dot.nh.gov	(603) 419-	fc-ap@dot.nh.gov
$0.15	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov
$0.15	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov
$0.15	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov
$0.15	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov
$0.15	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov
$0.15	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov
$0.15	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov
$0.15	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov
$0.15	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov
$0.20	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov
$0.20	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov
$0.20	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov
$0.20	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov
$0.20	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov
$0.20	$0.20	$450.00	Jennifer Fortier	jennifer.l.fortier@dot.nh.gov	603-788-4641	district1@dot.nh.gov

Contractor Initials: AG

Date: 5/14/25

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that JAL ENTERPRISES LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 28, 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: **930535**

Certificate Number: **0007181094**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May A.D. 2025.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	JAL ENTERPRISES LLC	Business ID:	930535
Business Type:	Domestic Limited Liability Company	Business Status:	Good Standing
Management Style:	Manager Managed		
Business Creation Date:	04/28/2023	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	N/A		
Principal Office Address:	83 Route 302 W, Twin Mountain, NH, 03595, USA	Mailing Address:	P.O. Box 364, Twin Mountain, NH, 03595, USA
Citizenship / State of Formation:	Domestic/New Hampshire		
		Last Annual Report Year:	2025
		Next Report Year:	2026
Duration:	Perpetual		
Business Email:	JLAMOUREAUXRHS@GMAIL.COM	Phone #:	860-918-2873
Notification Email:	JLAMOUREAUXRHS@GMAIL.COM	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Administrative and Support and Waste Management and Remediation Services	Septic Tank and Related Services

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Principals Information

Name/Title	Business Address
James Lamoureaux / Manager	P.O. Box 364, 83 Route 302 W, Twin mountain, NH, 03595, USA

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	Primmer Piper Eggleston & Cramer PC
Registered Office Address:	106 Main Street, Littleton, NH, 03561, USA
Registered Mailing Address:	PO Box 349, Littleton, NH, 03561, USA

Trade Name Information

Business Name	Business ID	Business Status
REXFORD SEPTIC SERVICE (/online/BusinessInquire/TradeNameInformation?businessID=AbLn8fXpeas%3D)	933892	Active

Trade Name Owned By

Name	Title	Address

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History Address History View All Other Addresses Name History Shares

Businesses Linked to Registered Agent Return to Search Back

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Sole Proprietor Certification of Authority

I, James Lamoureaux, hereby certify that I am the Sole Proprietor
(Printed First and Last Name)

of JAL Enterprises LLC_____ which is a tradename registered with the Secretary of State
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

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 business. This authority **shall remain valid for ninety (90)** days from the date of this Corporate Resolution.

DATED: _____5/14/25_____

ATTEST:

(Signature)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2025

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

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

PRODUCER
Wieczorek Insurance
166 Concord St.
Manchester NH 03104

CONTACT NAME: Susan Biron
PHONE (A/C, No, Ext): (603) 668-3311 FAX (A/C, No): (603) 668-8413
E-MAIL ADDRESS: Susan@wizinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Merchants Preferred Insurance Co.	12901
INSURER B: Technology Insurance Co	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
JAL Enterprise LLC, DBA: Rexford Septic Service
PO Box 364
Twin Mountain NH 03595

COVERAGES **CERTIFICATE NUMBER:** 25-26 Basic **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			CTR1011683	6/6/2025	6/6/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / X SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			CAP1084429	6/6/2025	6/6/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist BI-single limit	$ 1,000,000
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		State CoveredL NH Off.Excl: James Lemoureaux TARNH1060820-01	4/26/2025	4/26/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Please refer to policy for complete details and information regarding limitations and exclusions.

CERTIFICATE HOLDER

State of NH, Department of
Administrative Services
Division of Procurement
and Support 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
R Wieczorek/SUSAN

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