

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 9/22/2020

CONTRACT #: 8002283

NIGP CODE: 910-5900, 988-7200

CONTRACT FOR: Pest Control Services

CONTRACTOR: JP Pest Services, LLC

VENDOR CODE #: 154320

SUBMITTED FOR ACCEPTANCE BY:



ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 9/22/2020

RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 9/22/2020

APPROVED FOR ACCEPTANCE BY:

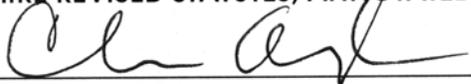


Digitally signed by Gary S Lunetta
DN: cn=Gary S Lunetta, o=Department of Administrative Svs,
ou=Division of Procurement & Support Svs,
email=Gary.Lunetta@das.nh.gov, c=US
Date: 2020.09.22 12:16:34 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE

9/23/20

**FIFTH AMENDMENT TO THE CONTRACT
BETWEEN JP PEST SERVICES, LLC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR PEST CONTROL SERVICES
CONTRACT # 8002283**

This Fifth Amendment (hereinafter referred to as the "Amendment"), dated this 15th day of September, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and JP Pest Services, LLC. (hereinafter referred to as "the Contractor") for Pest Control Services.

WHEREAS, pursuant to an agreement effective April 1, 2018, amended by the First Amendment on April 16, 2019, amended by the Second Amendment on August 7, 2019, amended by the Third Amendment on September 25, 2019, amended by the Fourth Amendment on February 11, 2020 and set to expire March 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain pest 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:

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

1.8 \$93,208.90

2. Amend Exhibit B Payment & Pricing; add the following locations:

LOCATION	TOTAL COST
NH Liquor Store #19, 22 Ridge View Lane, Plymouth	\$480.50

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on March 30, 2018, effective April 1, 2018, amended by the First Amendment on April 16, 2019, amended by the Second Amendment on August 7, 2019, amended by the Third Amendment on September 25, 2019, amended by the Fourth Amendment on February 11, 2020 and set to expire on March 31, 2021. The contract shall remain in full force and effect.

Contractor Initials: PR
Date: 9-15-2020

JP PEST SERVICES, INC.

By: Gary Powers
GARY Powers
(Print Name)

Title: Commercial Sales Manager

Date: 9-15-2020

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus
Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 9-23-20

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 15 day of September, 2020
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

Gary Powers

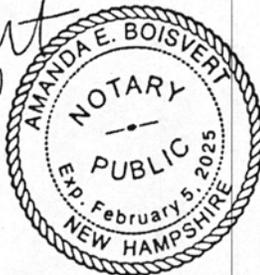
And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hand
and official seal.

Amanda Boisvert
(Notary Public/Justice of the Peace)

My commission expires:

feb. 5, 2025
(Date)



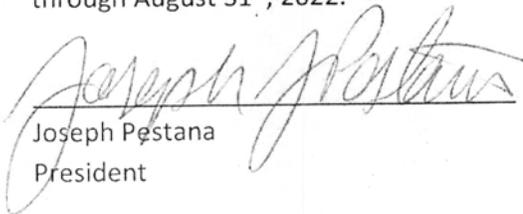
Contractor Initials: GP
Date: 9-15-2020

Corporate Resolution

I, Joseph Pestana, hereby certify that the following resolution is duly authorized by the Board of Directors of JP Pest Services and has not been revoked or amended, and remains in full force and effect as of the execution of this certificate, September 14, 2020.

RESOLUTION:

That Gary Powers, Sales Manager, is authorized to enter into and sign contract agreements with the State of New Hampshire, Department of Resources and Economic Development. Such authorization shall remain in effect through August 31st, 2022.


Joseph Pestana
President

State of New Hampshire
County of Hillsborough

On this 14th day of September, 2020 before me, Daniel J. Barretto, personally appeared Joseph Pestana known to me to be the person whose name is scribed to this instrument and acknowledged that he has executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:


Notary Public

My commission expires on: May 4th, 2021

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that J.P. PEST SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 08, 1961. 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: 19183

Certificate Number: 0004635891



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of January A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: February 7, 2020

CONTRACT #: 8002283

NIGP CODE: 910-5900, 988-7200

CONTRACT FOR: Pest Control Services

CONTRACTOR: JP Pest Services, LLC

VENDOR CODE #: 154320

SUBMITTED FOR ACCEPTANCE BY:



ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 2/7/2020

RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 2/10/2020

APPROVED FOR ACCEPTANCE BY:



GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 2/4/2020

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 2/11/2020

**FOURTH AMENDMENT TO THE CONTRACT
BETWEEN JP PEST SERVICES, LLC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR PEST CONTROL SERVICES
CONTRACT # 8002283**

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 4th day of February, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and JP Pest Services, LLC. (hereinafter referred to as "the Contractor") for Pest Control Services.

WHEREAS, pursuant to an agreement effective April 1, 2018, amended by the First Amendment on April 16, 2019, amended by the Second Amendment on August 7, 2019, amended by the Third Amendment on September 25, 2019 and set to expire March 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain pest 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:

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

1.8 \$92,728.40

2. Amend Exhibit B Payment & Pricing; add the following locations:

LOCATION	TOTAL COST
NH Liquor Store #16, 1 Forest St., Woodsville	\$1,044.00
NH Liquor Store #24, 52 John Stark, Newport	\$1,044.00
NH Liquor Store #33, 1110 Bicentennial, Manchester	\$1,044.00
NH Liquor Store #78, 416 Emerson Ave., Hampstead	\$1,044.00
NH Liquor Store #81, 619 Sand Rd., Pembroke	\$1,044.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on March 30, 2018, effective April 1, 2018, amended by the First Amendment on April 16, 2019, amended by the Second Amendment on August 7, 2019, amended by the Third Amendment on September 25, 2019 and set to expire on March 31, 2021. The contract shall remain in full force and effect.

JP PEST SERVICES, INC.

By: Gary Powers
GARY Powers
(Print Name)

Title: SALES Manager

Date: 2-4-20

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus
Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 2/11/2020

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 4TH day of FEBRUARY, 2020,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

GARY POWERS

And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hand
and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires:
05/04/2021
(Date)

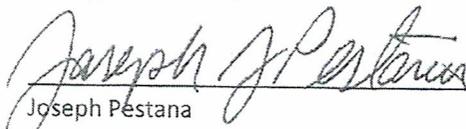


Corporate Resolution

I, Joseph Pestana, hereby certify that the following resolution is duly authorized by the Board of Directors of JP Pest Services and has not been revoked or amended, and remains in full force and effect as of the execution of this certificate, April 8, 2019.

RESOLUTION:

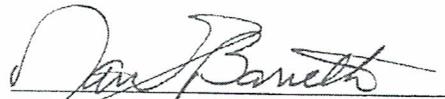
That Gary Powers, Sales Manager, is authorized to enter into and sign contract agreements with the State of New Hampshire, Department of Resources and Economic Development. Such authorization shall remain in effect through March 31st, 2021.


Joseph Pestana
President

State of New Hampshire
County of Hillsborough

On this 8th day of April, 2019 before me, Daniel J. Barretto, personally appeared Joseph Pestana known to me to be the person whose name is scribed to this instrument and acknowledged that he has executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:


Notary Public.

My commission expires on: 05/04/2021

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 9/20/2019

CONTRACT #: 8002283

NIGP CODE: 910-5900, 988-7200

CONTRACT FOR: Pest Control Services

CONTRACTOR: JP Pest Services, LLC

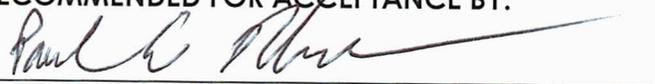
VENDOR CODE #: 154320

SUBMITTED FOR ACCEPTANCE BY:


ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 9-20-19

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

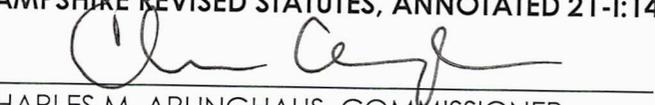
DATE 9/20/19

APPROVED FOR ACCEPTANCE BY:


GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 9/23/19

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9/25/19

**THIRD AMENDMENT TO THE CONTRACT
BETWEEN JP PEST SERVICES, LLC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR PEST CONTROL SERVICES
CONTRACT # 8002283**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 9th day of ~~August~~ ^{Sept}, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and JP Pest Services, LLC. (hereinafter referred to as "the Contractor") for Pest Control Services.

WHEREAS, pursuant to an agreement effective April 1, 2018 amended by the First Amendment on April 16, 2019, amended by the Second Amendment on August 7, 2019 and set to expire March 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain pest 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:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$87,508.40
2. Amend Exhibit B Payment & Pricing; add the following location:

LOCATION	TOTAL COST
Liquor #21 Peterborough Plaza Ste. #1, 19 Wilton Rd. Peterborough	\$1,280.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on March 30, 2018 shall remain in full force and effect.

JP PEST SERVICES, LLC.

By: [Signature]

GARY POWERS
(Print Name)

Title: Commercial Sales Manager

Date: 9-9-19

STATE OF NEW HAMPSHIRE

By: [Signature]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 9-25-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 9 day of sept, 2019
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

GARY POWERS

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires:

5/04/2021
(Date)

Contractor Initials: [Signature]
Date: 9-9-19

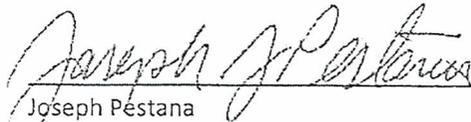


Corporate Resolution

I, Joseph Pestana, hereby certify that the following resolution is duly authorized by the Board of Directors of JP Pest Services and has not been revoked or amended, and remains in full force and effect as of the execution of this certificate, April 8, 2019.

RESOLUTION:

That Gary Powers, Sales Manager, is authorized to enter into and sign contract agreements with the State of New Hampshire, Department of Resources and Economic Development. Such authorization shall remain in effect through March 31st, 2021.


Joseph Pestana
President

State of New Hampshire
County of Hillsborough

On this 8th day of April, 2019 before me, Daniel J. Barretto, personally appeared Joseph Pestana known to me to be the person whose name is scribed to this instrument and acknowledged that he has executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:


Notary Public

My commission expires on: 05/04/2021

State of New Hampshire

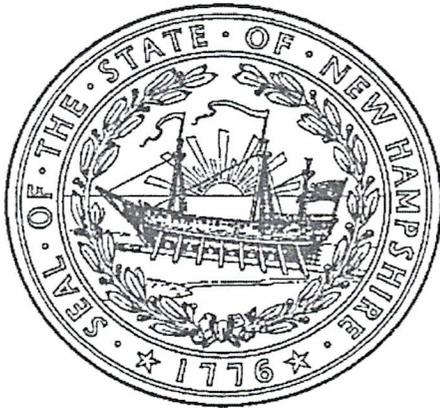
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that J.P. PEST SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 08, 1961. 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: **19183**

Certificate Number: **0004591591**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of September A.D. 2019.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



JPCHE-1

OP ID: RA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2019

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 10583-5008	914-395-3131	CONTACT NAME:	
		PHONE (A/C, No, Ext):	914-395-3131
		FAX (A/C, No):	914-395-0200
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A:	Arch Ins. Company
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC #	11150

INSURED
JP Pest Services, LLC
101 Emerson Road
Milford, NH 03055

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Pollution Liab GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JEC- <input checked="" type="checkbox"/> LOC OTHER:			BPPLG0417011 BPPLG0417011 BPPLG0417011	12/31/2018 12/31/2018 12/31/2018	12/31/2019 12/31/2019 12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 5,000,000
	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 (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BPPKG0417311	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/SEVERER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	28WC00029010	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- LIF E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			BPPKG0417011	12/31/2018	12/31/2019	1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
STATE NH	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
State of New Hampshire Administrative Services Bureau of Purchase & Property 25 Capitol Street, Room 102 Concord, NH 03301	AUTHORIZED REPRESENTATIVE

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 7/31/19

CONTRACT #: 8002283

NIGP CODE: 910-5900, 988-7200

CONTRACT FOR: Pest Control Services

CONTRACTOR: JP Pest Services, LLC

VENDOR CODE #: 154320

SUBMITTED FOR ACCEPTANCE BY:


ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 7/31/19

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 8/1/19

APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 8/2/19

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 8-7-19

**SECOND AMENDMENT TO THE CONTRACT
BETWEEN JP PEST SERVICES, LLC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR PEST CONTROL SERVICES
CONTRACT # 8002283**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 26th day of July, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and JP Pest Services, LLC. (hereinafter referred to as "the Contractor") for Pest Control Services.

WHEREAS, pursuant to an agreement effective April 1, 2018 amended by the First Amendment on April 16, 2019 and set to expire March 31, 2021 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain pest 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:

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

1.8 \$86,228.40

2. Amend Exhibit B Payment & Pricing; add the following location:

LOCATION	TOTAL COST
Liquor #34, Rockingham Mall - Salem	\$1,536.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on March 30, 2018 shall remain in full force and effect.

JP PEST SERVICES, LLC.

STATE OF NEW HAMPSHIRE

By: *Gary Powers*
GARY POWERS
(Print Name)

By: *Charles M. Arlinghaus*
Charles M. Arlinghaus
(Print Name)

Title: Commercial / Sales Mgr

Title: Commissioner,
Department of Administrative Services

Date: 7-26-19

Date: 8-7-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 26th day of JULY, 2019,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

GARY POWERS

And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hand
and official seal.

David J. Bennett
(Notary Public/Justice of the Peace)

My commission expires:

5/04/2021
(Date)



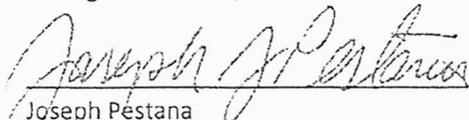
Pest Services
The Pest Control Professionals

Corporate Resolution

I, Joseph Pestana, hereby certify that the following resolution is duly authorized by the Board of Directors of JP Pest Services and has not been revoked or amended, and remains in full force and effect as of the execution of this certificate, April 8, 2019.

RESOLUTION:

That Gary Powers, Sales Manager, is authorized to enter into and sign contract agreements with the State of New Hampshire, Department of Resources and Economic Development. Such authorization shall remain in effect through March 31st, 2021.


Joseph Pestana
President

State of New Hampshire
County of Hillsborough

On this 8th day of April, 2019 before me, Daniel J. Barretto, personally appeared Joseph Pestana known to me to be the person whose name is scribed to this instrument and acknowledged that he has executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:


Notary Public

My commission expires on: 05/04/2021

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that J.P. PEST SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 08, 1961. 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: 19183

Certificate Number: 0004359086



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of January A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 4/10/19

CONTRACT #: 8002283

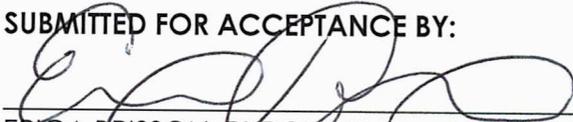
NIGP CODE: 910-5900, 988-7200

CONTRACT FOR: Pest Control Services

CONTRACTOR: JP Pest Services, LLC

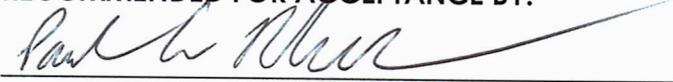
VENDOR CODE #: 154320

SUBMITTED FOR ACCEPTANCE BY:


ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

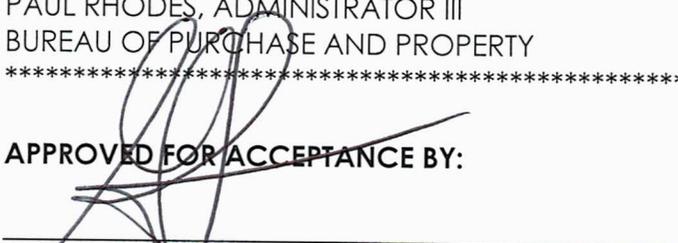
DATE 4/12/19

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 4/12/19

APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 4/12/19

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 4/12/19

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN JP PEST SERVICES, LLC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR PEST CONTROL SERVICES
CONTRACT # 8002283**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 8th day of April, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and JP Pest Services, LLC. (hereinafter referred to as "the Contractor") for Pest Control Services.

WHEREAS, pursuant to an agreement effective April 1, 2018 set to expire March 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain pest 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:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$84,692.40
2. Amend Exhibit B Payment & Pricing; add the following locations:

LOCATION	TOTAL COST
Bureau of Facilities Management – Annex 1	\$2448.00
Bureau of Facilities Management – Brown Building	\$2448.00
Bureau of Facilities Management – Dolloff Building	\$2448.00
Bureau of Facilities Management – Main Building	\$2448.00
Bureau of Facilities Management – Grounds Shop	\$2448.00
Bureau of Facilities Management – Paint/Carpentry Shop	\$2448.00
Bureau of Facilities Management – Philbrook Building	\$2448.00
Bureau of Facilities Management – Thayer Building	\$2448.00
Bureau of Facilities Management - Transportation Garage	\$2448.00
Bureau of Facilities Management – DRF Laconia	\$2660.40

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on March 30, 2018 shall remain in full force and effect.

JP PEST SERVICES, LLC

By: *Nan Bowen*
GARY POWERS
(Print Name)

Title: Commercial Sales Mgr

Date: 4-8-19

STATE OF NEW HAMPSHIRE

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

Title: Commissioner,
Department of Administrative Services

Date: 4-16-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 8th day of APRIL, 2019,

There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

GARY POWERS

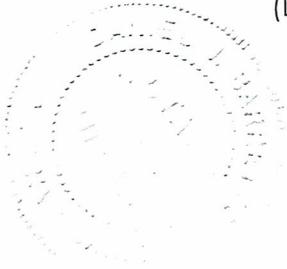
And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires:

05/04/2021
(Date)



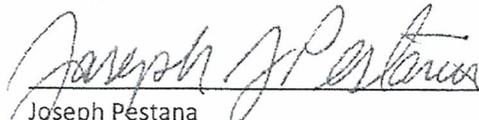


Corporate Resolution

I, Joseph Pestana, hereby certify that the following resolution is duly authorized by the Board of Directors of JP Pest Services and has not been revoked or amended, and remains in full force and effect as of the execution of this certificate, April 8, 2019.

RESOLUTION:

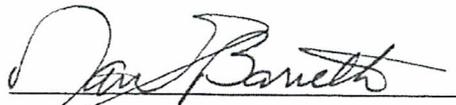
That Gary Powers, Sales Manager, is authorized to enter into and sign contract agreements with the State of New Hampshire, Department of Resources and Economic Development. Such authorization shall remain in effect through March 31st, 2021.


Joseph Pestana
President

State of New Hampshire
County of Hillsborough

On this 8th day of April, 2019 before me, Daniel J. Barretto, personally appeared Joseph Pestana known to me to be the person whose name is scribed to this instrument and acknowledged that he has executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:


Notary Public

My commission expires on: 05/04/2021

State of New Hampshire

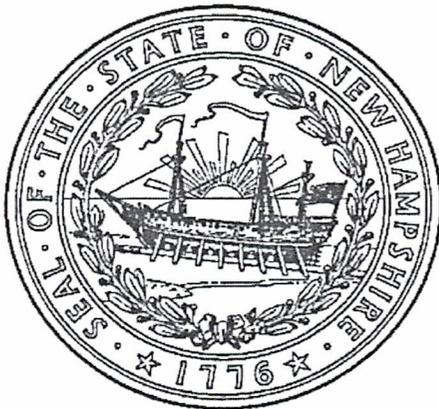
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that J.P. PEST SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 08, 1961. 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: **19183**

Certificate Number: **0004359086**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of January A.D. 2019.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: March 26, 2018

CONTRACT #: 8002283

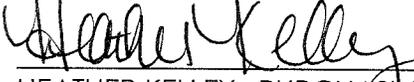
NIGP CODE: 910-5900, 988-7200

CONTRACT FOR: Pest Control Services

CONTRACTOR: JP Pest Services, LLC

VENDOR CODE #: 154320

SUBMITTED FOR ACCEPTANCE BY:


HEATHER KELLEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 3/26/18

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 3/29/18

APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 3/26/18

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 3/26/18

Subject: Pest Control Services

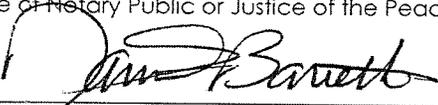
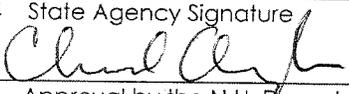
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 JP Pest Services, LLC		1.4 Contractor Address 101 Emerson Road Milford, NH 03055	
1.5 Contractor Phone Number (603) 398-0095	1.6 Account Number Various	1.7 Completion Date March 31, 2021	1.8 Price Limitation \$60,000.00
1.9 Contracting Officer for State Agency Heather Kelley		1.10 State Agency Telephone Number (603) 271-3147	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory GARY POWERS Commercial Sales Manager	
1.13 Acknowledgement: State of NH , County of HILLSBOROUGH On 3/26/2018 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace DANIEL J. BARRETTO, NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

9.2 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.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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. 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. 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.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

JP Pest Services, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Pest Control Services in accordance with the bid submission in response to State Request for Bid #2074-18 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2074-18

3. TERM OF CONTRACT

This contract shall commence on April 1, 2018 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on March 31, 2021, a period of approximately three (3) years.

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

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

4. SCOPE OF WORK

Full pest management services are to be rendered by the Contractor covering the actual performance of insect, rodent, and small animal management work for interiors and exteriors of facilities in accordance with the items that follow. Special additional requirements apply to NH Hospital, see specifications herein.

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

The phrase *complete complex service* 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* 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* is defined as the act of preventative measures within practical limits using the newest IPM techniques.

Prior to initiation of service, the Contractor shall submit to the agency, an IPM Plan for each building or site which will be approved by the agency contact. The Contractor 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 Contractor 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. Contractor 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 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. Treatment above fifteen (15) feet will require a SOW.

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.

The management and preventative management of all rodents and small animals including but not limited to rats and mice.

Populations of the following pests will be considered special optional services, separate from the specifications of this contract: Tick Control, Mosquito Control, Bird Control, Honey Bee Relocation, Bats, Squirrels, Skunks, Rabbits, and Groundhogs.

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 Contractor 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 Contractor 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 Contractor 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 reduce the pest population to below the action threshold. The Contractor 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 Contractor 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 Contractor shall submit to the agency a Safety Data Sheet ("SDS") prior to any product(s) being used at the agency. The Contractor 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 Contractor may be requested to perform emergency service(s) that are beyond routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within two (2) business days after receipt of the request.

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

NHH requires the Contractor 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 Contractor shall have a minimum of two (2) technicians who have completed the orientation available. This orientation shall be provided by NHH and the Contractor shall attend at no cost to the State.

The Contractor 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 Contractor 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 Contractor to rid of pests not listed in the fixed price section. This service shall be provided at an hourly rate. The Contractor shall be compensated for any traps that may be required, at a rate of no more than cost plus twenty-five (25) percent over the Contractor'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.

Laundry Building – all areas weekly and 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 Contractor shall provide all pest control supplies and equipment as described herein. Every effort shall be made by the Contractor 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 Contractor. 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 Contractor shall dispose of unused or waste pesticides in accordance with applicable State and Federal laws and regulations.

The Contractor shall provide a competent, licensed pest control personnel. The Contractor 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 Contractor shall take a proactive approach to reducing the risk of pest infestations at NHH.

The Director of Support Services, Jennica Barrera (jbarrera@dhhs.state.nh.us), or designee shall notify the Pest Control Contractor 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.

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

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

necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

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

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

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

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

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

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2074-18, as described herein, and under the terms of this Contract.

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. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

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

Contractor Initials GP
Date 3-26-19

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Pest Control services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$60,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as March 31, 2021.

2. PRICING STRUCTURE

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

		Year One Cost	Year Two Cost	Year Three Cost
Rodent Control	Hourly Rate	\$120.00	\$120.00	\$120.00
Bedbug Treatment	Hourly Rate	\$250.00	\$250.00	\$250.00
Pest Control	Hourly Rate	\$120.00	\$120.00	\$120.00
Termite Control	Per Linear Foot	\$7.00	\$7.00	\$7.00

SECTION TWO – INDIVIDUAL LOCATION PRICING

NH Hospital	Year One Cost	Year Two Cost	Year Three Cost
Weekly Service Fee	\$265.00	\$265.00	\$265.00
Non-Specified Pests Hourly Rate	\$120.00	\$120.00	\$120.00
Emergency Service Hourly Rate	\$220.00	\$220.00	\$220.00

SECTION THREE – OPTIONAL SERVICES

Squirrel Control/Relocation		
First Hour	Hourly Rate	\$150.00
Additional Hours	Hourly Rate	\$150.00

Wildlife Control		
First Hour	Hourly Rate	\$150.00
Additional Hours	Hourly Rate	\$150.00

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

The State shall procure services for added locations under this contract utilizing the following steps:

1. When adding a location, the State will issue a Request for Quote ("RFQ") containing the location to be added and the facility requirements, by the Contract Manager, to all the contracted Vendors.
2. The Vendor shall submit a quote offering by the due date referenced in each RFQ.
3. The Vendor offering the lowest cost, meeting specifications, for the service shall be selected.
4. If no bids are received by any of the contracted Vendors, a RFB will be posted to the State's bid website and be open to all vendors.

4. INVOICE

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

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

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

5. PAYMENT

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

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials GP
Date 3/26/18

EXHIBIT D

RFB #2074-18 is incorporated here within.

Contractor Initials GP
Date 3-26-19



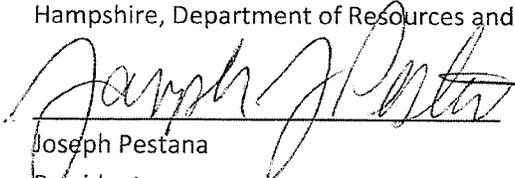
Pest Services
The Pest Control Professionals

Corporate Resolution

I, Joseph Pestana, hereby certify that the following resolution is duly authorized by the Board of Directors of JP Pest Services and has not been revoked or amended, and remains in full force and effect as of the execution of this certificate, March 26, 2018.

RESOLUTION:

That Gary Powers, Sales Manager, is authorized to enter into and sign contract agreements with the State of New Hampshire, Department of Resources and Economic Development.



Joseph Pestana
President

State of New Hampshire
County of Hillsborough

On this 26th day of March, 2018 before me, Daniel J. Barretto, personally appeared Joseph Pestana known to me to be the person whose name is scribed to this instrument and acknowledged that he has executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:



Notary Public

My commission expires on: 5/04/2021

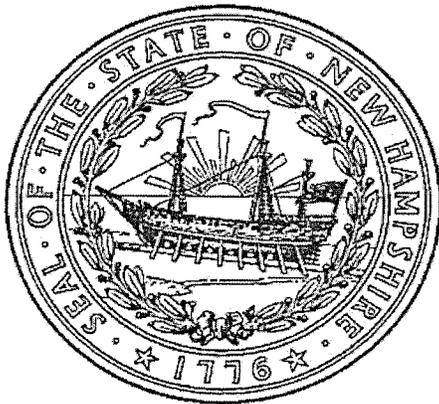
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that J.P. PEST SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on February 08, 1961. 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: **19183**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of January A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State