

Subject: Statewide Crime Scene / Bio-Hazard Cleanup Services

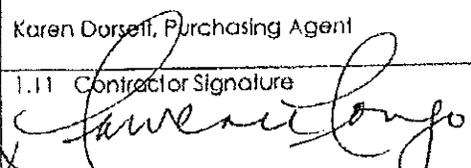
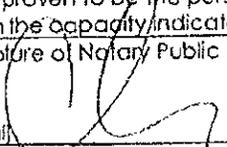
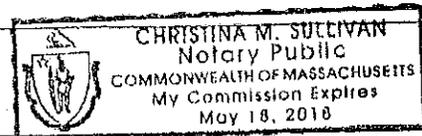
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name 24 Trauma, LLC VC#266950 B001		1.4 Contractor Address 10 Church Street, Easton, MA 02375	
1.5 Contractor Phone Number (508) 238-4554	1.6 Account Number	1.7 Completion Date February 28, 2019	1.8 Price Limitation \$176,550.00
1.9 Contracting Officer for State Agency Karen Dorsett, Purchasing Agent		1.10 State Agency Telephone Number (603) 271-3146	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lawrence Longo, Manager member	
1.13 Acknowledgement: State of Massachusetts, County of Suffolk On Feb 16, 2019, 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 Christina M. Sullivan - My Commission Exp. May 18, 2018			
1.14 State Agency Signature MPA Date: 2/16/19		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, 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.

Contractor Initials LL
Date 2/16/2011

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 D

Attached herein, NH Bid 1850-16

Contractor Initials LL
Date 2/16/201

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

24 Trauma, 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 Crime Scene/Bio-Hazard Cleanup Services in accordance with the bid submission in response to State Request for Bid #1850-16 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 1850-16

3. TERM OF CONTRACT

This contract shall commence on March 1, 2016 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on February 28, 2019, 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

Foreword

Crime and Trauma Scene Decontamination (CTSD) involves the cleaning up of dangerous materials. Such materials could include biological or chemical hazards to the site. CTSD services include the cleanup, removal and lawful disposal of hazardous waste that would prevent the owner/tenant from taking possession of the property. This service does not include restoration services. All cleanup services shall be available twenty four hours (24) a day, including holidays.

The Contractor shall take pictures (still or video these shall remain confidential) that detail the crime scene before work commences and after the cleanup has been completed.

The Contractor shall provide a good faith estimate of the effort(s) necessary for CTSD before work commences to the representative of the requesting agency as soon as possible.

Types of Cleanup

Crime scene/Bio-Hazard cleanup is a term applied to any situation involving biological cleaning and/or health concern issues. The list below is in no way a complete comprehensive list, but is provided for representative purposes:

- o Accident / Violent death (vehicle/industrial/homicide/suicide/accidental)
- o Arson
- o Automobile clean up (suicide / homicide/ urine/ feces / vomit)

Contractor Initials LL
Date 2/16/2016

- o Biological terrorism
- o Bird / Rodent droppings (hantivirus) clean up and decontamination
- o Blood clean up
- o Clandestine methamphetamine laboratory contamination
- o Crime scene clean up
- o Decomp (odor decomposing body)
- o Disease outbreaks
- o Distressed property clean up
- o Distressed property remediation (unfit for habitation)
- o Facility/Grounds clean up and decontamination
- o Flood and sewage backups
- o High Pressure/ Steam cleaning for blood stained roadways and walkways
- o Hoarding clean up (pack rat houses , including animals)
- o Jail cell clean up and decontamination
- o Medical waste transport, treatment and disposal
- o Methamphetamine labs (both Bulk and Residual decontamination)
- o Homicide clean up
- o Odor / Decomposition clean up
- o Police chemicals usage (tear gas, fingerprint dusting, etc.)
- o Sharps / Hypodermic needle recovery and disposal

Personal Protective Devices

The following list is an overview of the types of equipment/supplies that may be required for cleanup; it is in no way a complete comprehensive list, but is provided for representative purposes:

- Personal protective gear - a non-porous, one-time-use suit, gloves, filtered respirators and chemical-spill boots
- Biohazard waste containers - heavy duty bags and sealed, hard-plastic containers
- Black lights / Microscopes
- Traditional cleaning supplies - Mops, buckets, spray bottles, sponges, brushes, etc.
- Hard-core cleaning supplies - Can include:
 - Ozone machine (to remove odors)
 - Foggers (to thicken a cleaning chemical so it can get all the way into tight places like air ducts, usually for odor removal)
 - Hospital-grade disinfectants (bleach, hydrogen peroxide)
 - Industrial-strength deodorizers
 - Enzyme solvent (to kill bacteria and viruses and liquefy dried blood)
 - No-touch cleaning system (to clean blood-coated surfaces from a safe distance -- includes heavy-duty sprayer, long scrubbing brush, wet vacuum)
 - Truck-mounted steam-injection machine
 - Chemical treatment tank (to disinfect and store matter sucked up by vacuum systems)
- Carpentry - sledgehammers, saws, etc.
- Ladders
- Camera/Video Cam (to take before-and-after shots for insurance purposes)
- Van or truck for transporting all of this aforementioned items; and disposal of waste.
- 24 Hour immediate response

Cost Per Hour fee:

The cost per hour includes but is not limited to the following:

- Cleaning bodily fluids and tissue such as bone or organ fragments from all surfaces
- Removal of walls and floors soaked with fluids
- Removal of contaminated materials including furniture scrub, soap, disinfect and deodorize every inch of the area, making sure that corners, under the carpets, behind toilet tanks, under sinks and anywhere else that contaminants could have feasibly lodged are cleaned
- Use of equipment required to perform the cleanup
- Cleaning and disinfection of all surfaces including air ducts
- Disposal of mattresses, sofas and other soft furniture items that are not cleanable (If the case is homicide and a Victim/Witness Advocate has been assigned. Approval must be seek from the Advocate before any property is disposed of)
- Odor removal and air filtration
- Provision of a "Letter of Certification" that the cleanup site is safe for habilitation. The Certification Letter shall also document the amount of hazardous waste removed and the name of the disposal facility.

Licenses/Permits/Training

The Contractor will assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations.

The Contractor will hold the State of New Hampshire harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors. CTSD will provide certified copies of all licenses/permits and required training for inclusion in the contract.

Pre-Approval Items

If restoration services are requested, the Contractor will get the representative of the requesting Agency to complete a detailed work order authorizing (with estimated costs) such service and shall include a copy of this authorization with the invoice. Contractor's price charged for all items requiring Pre-Approval shall not exceed cost plus 10%. A copy of the dated receipt for associated costs is to accompany the invoice.

The following are examples of items requiring "Pre-approval" and shall be provided to secure the area only.

Items include but are not limited to the following:

- Exterior locks
- Exterior doors
- Garage doors
- Windows

All services performed under this Contract shall be performed between the hours of 8:00 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. No premium charges will be paid for any off-hour work.

Contractor Initials _____
Date 2/16/2012

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.

If sub-contractors are to be utilized, please submit information regarding the proposed sub-contractors including the name of the company, its address, and a contact person.

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 #1850-16, 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. 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.

9. 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.

Contractor Initials u
Date 2/16/2014

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Crime Scene Cleanup 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 \$176,550.00; 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 February 28, 2019.

2. PRICING STRUCTURE

	March 1, 2016 - June 30, 2016	July 1, 2016 - June 30, 2017	July 1, 2017 - June 30, 2018	July 1, 2018 - February 28, 2019
Cost per hour fee	\$62.50	\$62.50	\$62.50	\$62.50
Personal protective gear	inc	inc	inc	inc
Reaction container disposal (one pot)	inc	inc	inc	inc
Biohazard waste disposal (per pound) (1)	inc	inc	inc	inc
Biohazard waste disposal (minimum charge)	inc	inc	inc	inc
Solid waste disposal (per hundred weight)	inc	inc	inc	inc
Solid Waste disposal (minimum charge) (2)	inc	inc	inc	inc
Cleaning supplies	inc	inc	inc	inc
Oder removal minimal charge	inc	inc	inc	inc
Oder removal per cubic foot	inc	inc	inc	inc
High Pressure/ Steam cleaning (per hour 1 hr minimum)	inc	inc	inc	inc
Equipment clean up	inc	inc	inc	inc
Vehicle Cost (per 24 hr basis)	inc	inc	inc	inc
Emergency service fee Weekends/Holidays (in addition to per hour fee)	inc	inc	inc	inc

(1) Invoicing shall be for the minimum charge or per pound whichever is greater
 (2) Invoicing shall be for the minimum charge or per pound whichever is greater

PRE-APPROVAL ITEMS

Pre-approve prices for the items shall not exceed cost plus 10%. A copy of the dated receipt for associated costs is to accompany the invoice.

Contractor Initials u
 Date 2/16/2016

3. INVOICE

Itemized invoices shall be submitted after completion of work to the requesting agency and shall include a brief description, such as location, date of service, pre-approved restoration services and letter of clearance. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

All video/photographs shall be retained for a minimum of three (3) years from the invoice date.

4. PAYMENT

The Contractor shall invoice the Requesting Agency unless directed otherwise. In all cases the Contractor shall provide copies of the invoice to the requesting agency.

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments:

<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

Contractor Initials LL
Date 2/16/2016

EXHIBIT D

Attached herein, NH Bid 1850-16

Contractor Initials LL
Date 2/16/2016