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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 100  
Concord, New Hampshire 03301  
(603) 271-3201 [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

February 8, 2023

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

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** contract with Wind River Environmental LLC d/b/a Felix Septic Service, Inc. (VC# 156713), Bow, NH in the amount of \$700,000 for septic/holding tank pumping & disposal services with the option to extend for a two-year period, effective upon Governor and Council approval for the period November 1, 2022 through October 31, 2025.

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

## EXPLANATION

This request is **Retroactive** because of the October 19, 2022 change to contract oversight requirements contained in the updated Manual of Procedures Chapter 150, and subsequent internal approval procedures. The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2656-23 on August 10, 2022 with responses due on August 19, 2022. This bid reached twenty vendors through the NIGP electronic sourcing platform with an additional fourteen directly sourced. There were five responses received with Wind River Environmental LLC d/b/a Felix Septic Service, Inc. submitting lowest compliant pricing for twenty-one locations out of ninety-nine locations solicited with a total price of \$511,842.60. This bid was structured as a multi award approach to account for services to be offered statewide.

Additionally, The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid 2671-23 on August 24, 2022 with responses due on September 02, 2022. This bid reached twenty vendors through the NIGP electronic sourcing platform with an additional fourteen directly sourced. There were two responses received with Wind River Environmental LLC d/b/a Felix Septic Service, Inc. submitting lowest compliant

pricing for six locations out of fourteen locations solicited with a total price of \$50,310.00. This bid was also structured as a multi award approach to account for services to be offered statewide.

Lastly, The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid 2690-23 on October 6, 2022 with responses due on October 19, 2022. This bid reached twenty vendors through the NIGP electronic sourcing platform with an additional fourteen directly sourced. There was only one response received with Wind River Environmental LLC d/b/a Felix Septic Service, Inc. submitting the only compliant pricing for seven locations out of eight locations (one location was canceled) solicited with a total price of \$59,785.00.

The fifth and final contractor, upon Governor and Council approval, will be Wind River Environmental LLC d/b/a Felix Septic Service, Inc. The following Contractors, Rowell's Service LLC, Todd Randlett Trucking, LLC d/b/a Septic Solutions, Lamprey Suburban Septic, Inc., and Bolens Septic & Portable Toilets LLC have been approved and are currently available for agency use.

State agencies will utilize these statewide contracts for routine septic & holding tank pumping services, which are critical to promoting the longevity of State agency septic systems. This contract upon approval is fixed price per gallon for each awarded location and represents an increased price limitation as compared to the previous contract:

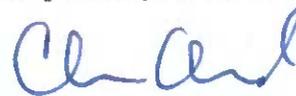
1. Prices increased by \$56,926.45 or 11.82% for comparable locations on septic & holding tank pumping and disposal services for the new contract term.
2. Five new locations were added to the RFB including, Hillsborough County Superior Court North, Hampstead Hospital, Livermore Falls, NH Liquor Store #73, and NH Liquor Store #75.
3. The addition of per occurrence services for the new contract term, capped at \$3,000.00 per occurrence and limited to the following repair services,
  - a. Camera inspections
  - b. Baffle replacements
  - c. Risers
  - d. Pump station repairs
4. Pricing increases are attributed to rising fuel and labor costs, higher dumping fees, and the limited amount of dumping locations in the State of New Hampshire.

Contract financials			
Vendor	Wind River Environmental LLC d/b/a Felix Septic Service, Inc.		
Number of Locations	Thirty-four (34) Locations Total		
RFB 2656-23 (21 locations)	\$	511,842.60	
RFB 2671-23 (6 locations)	\$	50,310.00	
RFB 2690-23 (7 locations)	\$	59,785.00	
Total	\$	621,937.60	
Estimated annual spend	\$	207,312.53	Expiring contract annual \$ 160,492.05
Estimated term spend (comparable locations)	\$	538,402.60	Expiring contract term \$ 481,476.15
Add new locations (four locations)	\$	83,535.00	Cost increase 11.82% or \$ 56,926.45
Add allowance	\$	78,062.40	Delta: new vs. expiring 10.57%
Recommended price limitation	\$	700,000.00	

\*Price limitation is based off the bid pricing of locations and estimated annual usage provided by agencies. Wind River Environmental LLC d/b/a Felix Septic Service, Inc. was awarded thirty-four locations in total, for the new contract term. Price limitation includes an allowance for repair services under the per occurrence services provision of this contract.

Based on the foregoing, I am respectfully recommending approval of the **Retroactive** contract with Wind River Environmental LLC d/b/a Felix Septic Service, Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



RFB Bid Summary

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

Vendor	Wind River Environmental LLC d/b/a Felix Septic Service, Inc.		
Number of Locations	Thirty-four (34) Locations Total		
RFB 2656-23 (21 locations)	\$	511,842.60	
RFB 2671-23 (6 locations)	\$	50,310.00	
RFB 2690-23 (7 locations)	\$	59,785.00	
<b>Total</b>	\$	<b>621,937.60</b>	
Estimated annual spend	\$	207,312.53	Expiring contract annual \$ 160,492.05
Estimated term spend (comparable locations)	\$	538,402.60	Expiring contract term \$ 481,476.15
Add new locations (four locations)	\$	83,535.00	Cost increase/Savings \$ 56,926.45
Add allowance	\$	78,062.40	Delta: new vs. expiring 10.57%
Recommended price limitation	\$	700,000.00	

Recommendation Summary			
Statewide Contract or Amendment	Statewide Contract(s)		
Term of Contract	Three (3) Years plus two (2) one-year extensions		
Price Limitation	700,000.00		
Number of Solicitations Received	Five (5)		
Number of Sourced Bidders	Fourteen (14)		
Number of NIGP Vendors Sourced	Twenty (20)		
Number of Bid Declines (with reason)	Zero (0)		
P-37 Checklist Complete	Yes		
D&B Report Attached	Yes		
Terms of Payment (P-card/ACH)	P-card and ACH as at least one agency (DMAVS) doesn't currently utilize the P-card for procurement		
FOB Delivered	N/A		
Expiring Contract Price Limitation	N/A		
Total Cost Increase (\$/%)	\$56,926.45	10.57%	Delta

Special Notes:	<p>Price limitation is based off the bid pricing of locations and estimated annual usage provided by agencies. Wind River Environmental LLC d/b/a Felix Septic Service, Inc. was awarded an additional twenty-four locations, thirty-four locations in total, for the new contract term. Increase calculations show a comparison between expiring contract price and new recommended contract price by location resulting in a term increase of \$56,926.45 or a delta of 10.57%. It is important to note that this increase of 10.57% does not account for 4 new locations which are not comparable to previous contract pricing.</p>
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Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

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

Location Name	Bolens Septic & Portable Toilets LLC	Wind River Environmental LLC d/b/a Felix Septic Service, Inc.	Rowell's Services LLC	Lamprey Suburban Septic, Inc.	Todd Randlett Trucking, LLC d/b/a Septic Solutions
	Total	Total	Total	Total	Total
DNCR - Jericho Mtn. State Park	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DHHS - Glencliff Home	No Bid	No Bid	No Bid	No Bid	\$21,630.00
DNCR - Mt. Washington State Park	No Bid	No Bid	No Bid	No Bid	\$67,260.00
DOT - NHDOT 3 - 312 Wakefield Patrol Shed	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DNCR - Wellington State Park	No Bid	No Bid	\$14,490.00	\$14,805.00	\$16,590.00
DNCR - Bear Brook State Park	No Bid	\$27,360.00	\$32,490.00	\$40,185.00	\$53,580.00
DNCR - Warehouse	No Bid	No Bid	\$3,510.00	No Bid	\$4,230.00
DOT - NHDOT 3 - 315 Alton Patrol Shed	No Bid	\$2,250.00	\$2,070.00	\$2,160.00	\$2,370.00
DOT - NHDOT Bridge Maintenance	No Bid	\$1,800.00	No Bid	No Bid	No Bid
DOT - NHDOT 3- 308 Ashland Welding Shop	No Bid	No Bid	\$2,070.00	\$2,160.00	\$2,370.00
DOT - NHDOT 3 - 314 Belmont Patrol Shed	No Bid	\$2,437.50	\$2,242.50	\$2,340.00	\$2,567.50
DAS - Buearu of Court Facilities - Rockingham County Superior Court	No Bid	\$27,000.00	No Bid	No Bid	No Bid



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Location Name	Bolens Septic & Portable Toilets LLC	Wind River Environmental LLC d/b/a Felix Septic Service, Inc.	Rowell's Services LLC	Lamprey Suburban Septic, Inc.	Todd Randlett Trucking, LLC d/b/a Septic Solutions
	Total	Total	Total	Total	Total
DBEA -Canterbury Welcome/Information Center	No Bid	\$31,500.00	\$29,925.00	\$37,800.00	\$57,225.00
DOT - NHDOT Bridge Maintenance - Carroll	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DAS - Bureau of Court Facilities- Conway Circuit Court	No Bid	No Bid	\$1,035.00	\$1,080.00	\$1,635.00
DMAVS - National Guard Training Site	No Bid	\$24,300.00	\$26,325.00	No Bid	No Bid
DNCR - Chesterfield Gorge	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DNCR - Beaver Brook Falls	\$1,350.00	No Bid	No Bid	No Bid	No Bid
DBEA - Colebrook Welcome/Information Center	\$18,225.00	No Bid	No Bid	No Bid	No Bid
DOT - Bureau of Traffic	No Bid	\$3,600.00	\$2,760.00	No Bid	\$4,360.00
DAS - Health And Human Services	No Bid	\$900.00	\$690.00	No Bid	\$1,090.00
DAS - Department of Motor Vehicles	No Bid	\$900.00	\$690.00	No Bid	\$1,090.00
DAS - Department of Safety	No Bid	\$900.00	\$690.00	No Bid	\$1,090.00
DAS- Emergency Operations Center	No Bid	\$900.00	\$690.00	No Bid	\$1,090.00
DAS - Emergency Operations Center Garage	No Bid	\$900.00	\$690.00	No Bid	\$1,090.00



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Location Name	Bolens Septic & Portable Toilets, LLC	Wind River Environmental LLC d/b/a Felix Septic Service, Inc.	Rowell's Services LLC	Lamprey Suburban Septic, Inc.	Todd Randlett Trucking, LLC d/b/a Septic Solutions
	Total	Total	Total	Total	Total
DNCR - Echo Lake State Park/Catherderal Ledge	No Bid	No Bid	\$23,400.00	\$21,528.00	No Bid
DOT - NHDOT 3- 301 Conway Patrol Shed	No Bid	No Bid	\$2,242.50	\$2,340.00	\$3,055.00
DNCR - Forest Lake State Park	\$4,050.00	No Bid	No Bid	No Bid	No Bid
DNCR - Robert Frost Farm	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DNCR - Dixville Notch State Park	\$1,440.00	No Bid	No Bid	No Bid	No Bid
DNCR - Androscoggin Wayside	\$870.00	No Bid	No Bid	No Bid	No Bid
DNCR - Mollidgewock State Park	\$12,690.00	No Bid	No Bid	No Bid	No Bid
DNCR - Umbagog State Park	\$18,720.00	No Bid	No Bid	No Bid	No Bid
DNCR - Rhododedron	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DNCR - Lafayette Campground	No Bid	No Bid	\$35,100.00	\$31,050.00	No Bid
DNCR - Cannon Mountain Ski Area	No Bid	No Bid	\$168,705.00	\$176,040.00	\$266,505.00
DOT - NHDOT 3- 303 Freedom Patrol Shed	No Bid	No Bid	No Bid	\$2,070.00	No Bid
DNCR - Ellacoya State Park	No Bid	\$930.00	\$780.00	\$690.00	\$1,090.00
DNCR- Moose Brook State Park	\$7,425.00	No Bid	No Bid	No Bid	No Bid
DNCR - Greenfield State Park	No Bid	\$57,510.00	\$83,070.00	No Bid	No Bid



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Location Name	Bolens Septic & Portable Toilets LLC	Wind River Environmental LLC d/b/a Felix Septic Service, Inc.	Rowell's Services LLC	Lamprey Suburban Septic, Inc.	Todd Randlett Trucking, LLC d/b/a Septic Solutions
	Total	Total	Total	Total	Total
Liquor Commission - NH Liquor Store #75	No Bid	\$29,250.00	No Bid	No Bid	No Bid
Liquor Commission - NH Liquor Store #73	No Bid	\$25,740.00	No Bid	No Bid	No Bid
DNCR - Crawford Notch State Park	No Bid	No Bid	\$23,625.00	No Bid	No Bid
DNCR - Franklin Pierce Homestead	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DNCR - Livermore Falls	No Bid	No Bid	No Bid	\$690.00	\$1,090.00
DNCR - Silver Lake State Park	No Bid	\$5,400.00	No Bid	No Bid	No Bid
DBEA - N. Conway Welcome/Information Center	No Bid	No Bid	\$2,268.00	\$2,592.00	No Bid
DNCR - Gilson Pond Campground	No Bid	\$9,832.50	No Bid	No Bid	No Bid
DNCR - Monadnock State Park	No Bid	\$11,371.50	No Bid	No Bid	No Bid
DNCR - Kingston State Park	No Bid	\$30,968.10	No Bid	No Bid	No Bid
DNCR - Ahern State Park	No Bid	No Bid	\$1,282.50	\$1,620.00	No Bid
DNCR - Weeks State Park	\$5,940.00	No Bid	No Bid	No Bid	No Bid
DNCR - Flume Gorge	No Bid	No Bid	\$70,200.00	\$62,100.00	No Bid
DBEA - Littleton Welcome/Information Center	\$77,670.00	No Bid	\$40,388.40	No Bid	\$56,440.20



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Location Name	Bolens Septic & Portable Toilets, LLC	Wind River Environmental LLC d/b/a Felix Septic Service, Inc.	Rowell's Services LLC	Lamprey Suburban Septic, Inc.	Todd Randlett Trucking, LLC d/b/a Septic Solutions
	Total	Total	Total	Total	Total
DOT - NHDOT 3 - 316 Loudon Patrol Shed	No Bid	\$2,250.00	\$2,070.00	No Bid	\$3,270.00
DAS - Hillsborough County Superior Court North	No Bid	\$900.00	No Bid	No Bid	No Bid
DOT - NHDOT 3- 309 Meredith Patrol Shed	No Bid	\$2,437.50	\$2,242.50	\$2,340.00	\$2,567.50
DMAVS - National Guard Armory	No Bid	\$1,740.00	No Bid	No Bid	No Bid
DOT - NHDOT 3- 305 Moultonborough Patrol Shed	No Bid	No Bid	\$2,242.50	\$2,340.00	\$3,055.00
DOT - NHDOT 3- 310 Moultonborough Warehouse	No Bid	No Bid	\$2,070.00	\$2,160.00	\$2,820.00
DOT - NHDOT 3 - 324 New Hampton Patrol Shed	No Bid	\$2,437.50	\$2,242.50	\$2,340.00	\$3,055.00
DOT - NHDOT Bridge Maintenance - New Hampton	No Bid	\$937.50	\$862.50	\$900.00	\$1,175.00
DNCR - Sunapee State Park	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DOT - NHDOT Bridge Maintenance - Newfields	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DNCR - Northwood Meadows State Park	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DNCR - Pawtuckaway State Park	No Bid	\$41,040.00	No Bid	No Bid	No Bid



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	Total	Total	Total	Total	Total
DNCR - Mt. Cardigan State Park	No Bid	No Bid	\$5,670.00	No Bid	No Bid
DOT - NHDOT 3- 307 Ossipee Patrol Shed	No Bid	No Bid	\$2,242.50	\$2,340.00	\$3,542.50
DAS - Bureau of Court Facilities - Carroll County Superior Court	No Bid	No Bid	\$2,415.00	\$2,520.00	\$3,815.00
DOT - NHDOT Bridge Maintenance - Ossipee	No Bid	No Bid	\$1,035.00	\$1,080.00	\$1,635.00
DNCR - Miller State Park	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DNCR - Connecticut Lakes Headwaters	\$2,970.00	No Bid	No Bid	No Bid	No Bid
DNCR - Deer Mtn. State Park	\$3,600.00	No Bid	No Bid	No Bid	No Bid
DNCR - Great North Woods Regional Office	\$1,800.00	No Bid	No Bid	No Bid	No Bid
DNCR - Lake Francis State Park	\$14,250.00	No Bid	No Bid	No Bid	No Bid
DNCR - Milan Hill State Park	\$5,040.00	No Bid	No Bid	No Bid	No Bid
DNCR - Wentworth Collidge Mansion	No Bid	\$5,985.00	No Bid	No Bid	No Bid
DOT - NHDOT Bridge Maintenance- Sarah Long Bridge	No Bid	\$17,020.50	No Bid	No Bid	No Bid
DNCR - Odiorne Point State Park	No Bid	\$4,500.00	\$4,140.00	No Bid	No Bid
DNCR - Rye Harbor State Park	No Bid	\$1,740.00	\$1,380.00	No Bid	No Bid



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Location Name	Bolens Septic & Portable Toilets LLC	Wind River Environmental LLC d/b/a Felix Septic Service, Inc.	Rowell's Services LLC	Lamprey Suburban Septic, Inc.	Todd Randlett Trucking, LLC d/b/a Septic Solutions
	Total	Total	Total	Total	Total
DNCR - Seacoast Science Center	No Bid	\$3,562.50	\$3,277.50	No Bid	No Bid
DNCR - Wallis Sands State Park	No Bid	\$6,555.00	\$7,935.00	No Bid	No Bid
DBEA - Salem Welcome/Information Center	No Bid	\$6,300.00	No Bid	No Bid	No Bid
DBEA - Sanbornton Welcome/Information Center	No Bid	\$33,075.00	\$29,925.00	\$37,800.00	\$57,225.00
DBEA - Springfield Welcome/Information Center	No Bid	\$114,750.00	No Bid	No Bid	No Bid
DNCR - Coleman State Park	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DNCR - Wadleigh State Park	No Bid	No Bid	\$16,875.00	No Bid	No Bid
DBEA - Sutton Welcome/Information Center	No Bid	\$39,375.00	\$40,950.00	No Bid	No Bid
DNCR - White Lake State Park	No Bid	No Bid	\$70,668.00	\$62,514.00	No Bid
DOT - NHDOT 3- 302 Tamworth Patrol Shed	No Bid	No Bid	\$2,070.00	\$2,160.00	\$2,820.00
DOT - NHDOT 3 - 325 Thorton Patrol Shed	No Bid	No Bid	\$2,070.00	\$2,160.00	\$2,820.00
DOT - NHDOT 3 -313 Tilton Patrol Shed	No Bid	\$2,250.00	\$2,070.00	\$2,160.00	\$3,270.00



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Location Name	Bolens Septic & Portable Toilets LLC	Wind River Environmental LLC d/b/a Felix Septic Service, Inc.	Rowell's Services LLC	Lamprey Suburban Septic, Inc.	Todd Randlett Trucking, LLC d/b/a Septic Solutions
	Total	Total	Total	Total	Total
DOT - NHDOT 3 - 311 Tuftonboro Patrol Shed	No Bid	No Bid	No Bid	\$2,070.00	\$3,270.00
DNCR - Rollins State Park	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DNCR - Pillsbury State park	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
Liquor Commission - NH Liquor Store #2	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DNCR - Winslow Lake State Park	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
DNCR - Wentworth State Park	No Bid	No Bid	No Bid	\$31,050.00	\$35,550.00
DHHS - Hampstead Hospital	No Bid	\$27,645.00	No Bid	No Bid	No Bid
<b>Total</b>	<b>\$98,370.00</b>	<b>\$511,842.60</b>	<b>\$384,963.90</b>	<b>\$213,762.00</b>	<b>\$88,890.00</b>

**Recommendation Summary (Applicable for Contracts Only)**

Award	Statewide Contract or Amendment	Statewide Contract(s)
	Term of Contract	Three (3) Years plus two (2) one-year extensions
	Price Limitation	\$1,605,000 (Five {5} Contracts)
	Number of Solicitations Received	Five (5)
	Number of Sourced Bidders	Fourteen (14)
	Number of NIGP Vendors Sourced	Twenty (20)
	Number of Bid Declines (with reason)	Zero (0)



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Location Name	Bolens Septic & Portable Toilets LLC	Wind River Environmental LLC d/b/a Felix Septic Service, Inc.	Rowell's Services LLC	Lamprey Suburban Septic, Inc.	Todd Randlett Trucking, LLC d/b/a Septic Solutions
	Total	Total	Total	Total	Total
Term of Contract	Three (3) Years plus two (2) one-year extensions				
P-37 Checklist Complete	Yes				
D&B Report Attached	Yes				
Terms of Payment (P-card/ACH)	P-card and ACH as at least one agency (DMAVS) doesn't currentl utilize the P-card for procurement				
FOB Delivered	N/A				
Expiring Contract Price Limitation	\$419,000.90 (Five {5} Contracts)				
Total Cost Increase (\$/%)		\$325,178.95		31.31%	Increase

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

Location Name	Bolens Septic & Portable Toilets LLC	Wind River Environmental LLC d/b/a Felix Septic Service, Inc.
	Total	Total
DOT - NHDOT Bridge Maintenance - Carroll	Cancelled	Cancelled
DNCR - Chesterfield Gorge	No Bid	\$3,480.00
DNCR - Robert Frost Farm	No Bid	\$2,610.00
DNCR - Rhododendron	Cancelled	Cancelled
DNCR - Franklin Pierce Homestead	No Bid	\$3,780.00
DNCR - Sunapee State Park	No Bid	\$37,800.00
DOT - NHDOT Bridge Maintenance - Newfields	No Bid	\$930.00
DNCR - Northwood Meadows State Park	Cancelled	Cancelled
DNCR - Miller State Park	Cancelled	Cancelled
DNCR - Coleman State Park	\$11,377.50	No Bid
DNCR - Rollins State Park	Cancelled	Cancelled
DNCR - Pillsbury State park	Cancelled	Cancelled
Liquor Commission - NH Liquor Store #2	No Bid	\$1,710.00



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DNCR - Winslow Lake State Park	Cancelled	Cancelled
<b>Total</b>	<b>\$11,377.50</b>	<b>\$50,310.00</b>
<b>Award</b>	Statewide Contract or Amendment	Statewide Contract(s)
	Term of Contract	Three (3) Years plus two (2) one-year extensions
	Price Limitation	\$1,605,000 (Five {5} Contracts)
	Number of Solicitations Received	Two (2)
	Number of Sourced Bidders	Fourteen (14)
	Number of NIGP Vendors Sourced	Twenty (20)
	Number of Bid Declines (with reason)	Zero (0)
	Term of Contract	Three (3) Years plus two (2) one-year extensions
	P-37 Checklist Complete	Yes
	D&B Report Attached	Yes
	Terms of Payment (P-card/ACH)	P-card and ACH as at least one agency (DMAVS) doesn't currentl utilize the P-card for procurement
	FOB Delivered	N/A
	Expiring Contract Price Limitation	\$419,000.90 (Five {5} Contracts)
	Total Cost Increase (\$/%)	\$325,178.95      31.31%      Increase



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Director  
(603) 271-2201

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

Location Name	Wind River Environmental LLC d/b/a Felix Septic Service, Inc.
	<b>Total</b>
DNCR - Jericho Mtn. State Park	Cancelled
DOT - NHDOT Bridge Maintenance - Carroll	\$2,035.00
DNCR - Rhododedron	\$6,600.00
DNCR - Northwood Meadows State Park	\$1,650.00
DNCR - Miller State Park	\$6,600.00
DNCR - Rollins State Park	\$21,450.00
DNCR - Pillsbury State park	\$14,850.00
DNCR - Winslow Lake State Park	\$6,600.00
<b>Total</b>	<b>\$59,785.00</b>

Award	Statewide Contract or Amendment	Statewide Contract(s)
	Term of Contract	Three (3) Years plus two (2) one-year extensions
	Price Limitation	\$1,605,000 (Five {5} Contracts)
	Number of Solicitations Received	One (1)
	Number of Sourced Bidders	Fourteen (14)
	Number of NIGP Vendors Sourced	Twenty (20)
	Number of Bid Declines (with reason)	Zero (0)
	Term of Contract	Three (3) Years plus two (2) one-year extensions



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

P-37 Checklist Complete	Yes		
D&B Report Attached	Yes		
Terms of Payment (P-card/ACH)	P-card and ACH as at least one agency (DMAVS) doesn't currentl utilize the P-card for procurement		
FOB Delivered	N/A		
Expiring Contract Price Limitation	\$419,000.90 (Five {5} Contracts)		
Total Cost Increase (\$/%)	\$325,178.95	31.31%	Increase

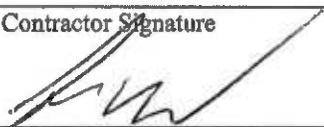
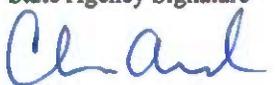
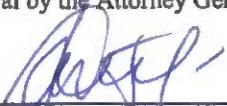
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Wind River Environmental LLC d/b/a Felix Septic Service, Inc.		1.4 Contractor Address 2 Thibeault Drive, Bow, NH 03304	
1.5 Contractor Phone Number 603-623-7907	1.6 Account Number Various	1.7 Completion Date October 31, 2025	1.8 Price Limitation \$700,000.00
1.9 Contracting Officer for State Agency Wayne Goulet		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature  Date: 11-8-22		1.12 Name and Title of Contractor Signatory Ryan Bedard - Manager	
1.13 State Agency Signature  Date: 1/26/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/26/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

There are no special provisions of this Contract.

Contractor Initials RB  
Date 11-0-22

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Wind River Environmental LLC d/b/a Felix Septic Service, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Septic/Holding Tank Pumping & Disposal Services in accordance with the bid submission in response to State Request for Bid# 2656-23, 2671-23, and 2690-23 as described herein.

**2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2656-23, 2671-23, and 2690-23
- f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFB 2656-23," "RFB 2671-23", and "RFB 2690-23" and (6) EXHIBIT E "Contractor's Bid Response."

**3. TERM OF CONTRACT**

The term of the Contract shall commence November 1, 2022 or upon approval of the Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

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

**4. SCOPE OF WORK**

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

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

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

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

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

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

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

Per Occurrence Services will be limited to the following;

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

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

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

Additional Requirements:

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

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

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

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

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

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

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

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

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

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

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

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

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2656-23, 2671-23, and 2690-23 as described herein, and under the terms of this Contract.

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:  
[https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeas45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeas45jpya5i45))/welcome.aspx)

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

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

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

**8. CONFIDENTIALITY & CRIMINAL RECORD**

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

Contractor Initials RO  
Date 11-8-22

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Septic/Holding Tank Pumping & Disposal Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$700,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

Location Name	Address	Town	Year 1 Rate/ Gallon	Year 2 Rate/ Gallon	Year 3 Rate/ Gallon
DNCR - Bear Brook State Park	157 Deerfield Road	Allenstown	\$0.16	\$0.16	\$0.16
DOT - NHDOT Bridge Maintenance	455 Keene Road	Antrim	\$0.30	\$0.30	\$0.30
DAS - Bureau of Court Facilities - Rockingham County Superior Court	10 Route 125	Brentwood	\$0.25	\$0.25	\$0.25
DMAVS - National Guard Training Site	19 Austin Cate Drive	Center Strafford	\$0.24	\$0.24	\$0.24
DNCR - Chesterfield Gorge	1823 Route 9	Chesterfield	\$0.29	\$0.29	\$0.29
DNCR - Robert Frost Farm	Route 28	Derry	\$0.29	\$0.29	\$0.29
DNCR - Greenfield State Park	Campground Road	Greenfield	\$0.18	\$0.18	\$0.18
Liquor Commission - NH Liquor Store #75	I-95 Northbound	Hampton	\$0.39	\$0.39	\$0.39
Liquor Commission - NH Liquor Store #73	I-95 Southbound	Hampton	\$0.39	\$0.39	\$0.39
DNCR - Franklin Pierce Homestead	Route 31	Hillsborough	\$0.28	\$0.28	\$0.28
DNCR - Silver Lake State Park	138 Silver Lake Rd	Hollis	\$0.18	\$0.18	\$0.18
DNCR - Gilson Pond Campground	585 Dublin Road	Jaffrey	\$0.19	\$0.19	\$0.19
DNCR - Monadnock State Park	169 Poole Road	Jaffrey	\$0.19	\$0.19	\$0.19
DNCR - Kingston State Park	126 Main Street	Kingston	\$0.19	\$0.19	\$0.19
DAS - Hillsborough County Superior Court North	300 Chestnut Street	Manchester	\$0.30	\$0.30	\$0.30
DMAVS - National Guard Armory	154 Osgood Road	Milford	\$0.29	\$0.29	\$0.29
DNCR - Sunapee State Park	1460 Rte 103	Newbury	\$0.28	\$0.28	\$0.28
DOT - NHDOT Bridge Maintenance - Newfields	39 Route 108	Newfields	\$0.31	\$0.31	\$0.31
DNCR - Pawtuckaway State Park	128 Mountain Road	Nottingham	\$0.16	\$0.16	\$0.16

DNCR - Wentworth Collidge Mansion	375 Little Harbor Road	Portsmouth	\$0.19	\$0.19	\$0.19
DOT - NHDOT Bridge Maintenance- Sarah Long Bridge	1321 Rt. 1 Bypass Southbound	Portsmouth	\$0.35	\$0.35	\$0.35
DNCR - Wallis Sands State Park	900 Ocean Blvd	Rye	\$0.19	\$0.19	\$0.19
DBEA - Salem Welcome/Information Center	I-93 Northbound, before Exit 1	Salem	\$0.35	\$0.35	\$0.35
DBEA - Springfield Welcome/Information Center	I-89 Northbound- Mile Marker 42- North of Exit 12A	Springfield	\$0.25	\$0.25	\$0.25
DBEA - Sutton Welcome/Information Center	I-89 Southbound - 1 mile south of Exit 10	Sutton	\$0.25	\$0.25	\$0.25
Liquor Commission - NH Liquor Store #2	Chesterfield Store #2	West Chesterfield	\$0.38	\$0.38	\$0.38
DHHS - Hampstead Hospital	218 East Road	Hampstead	\$0.19	\$0.19	\$0.19
DOT - NHDOT Bridge Maintenance - Carroll	790 Route 3 South	Carroll	\$0.35	\$0.35	\$0.40
DNCR - Rhodododron	424 Rockwood Pond	Fitzwilliam	\$0.35	\$0.35	\$0.40
DNCR - Northwood Meadows State Park	Route 4	Northwood	\$0.35	\$0.35	\$0.40
DNCR - Miller State Park	Route 101	Peterborough	\$0.35	\$0.35	\$0.40
DNCR - Rollins State Park	Rte 103	Warner	\$0.35	\$0.35	\$0.40
DNCR - Pillsbury State park	100 Pillsbury Park Rd	Washington	\$0.35	\$0.35	\$0.40
DNCR - Winslow Lake State Park	475 Kearsarge Valley Rd	Wilmington	\$0.35	\$0.35	\$0.40

SECTION 2	
REPAIR RATES, EMERGENCY SERVICES AS REQUIRED, PER HOUR:	RATE PER HOUR
Monday thru Friday 8:00 AM to 4:30 PM	\$250.00
Monday thru Friday 4:31 PM to 7:59 AM	\$500.00
Saturday Work	\$600.00
Sunday Work	\$600.00

TANK CLEANING RATES	RATE PER HOUR
Monday thru Friday 8:00 AM to 4:30 PM	\$350.00
Monday thru Friday 4:31 PM to 7:59 AM	\$600.00
Saturday Work	\$700.00
Sunday Work	\$700.00

REPAIR RATES, PER OCCURANCE SERVICES AS REQUIRED, PER HOUR:	RATE PER HOUR
Monday thru Friday 8:00 AM to 4:30 PM	\$250.00
Monday thru Friday 4:31 PM to 7:59 AM	\$500.00
Saturday Work	\$600.00
Sunday Work	\$600.00

### 3. INVOICE

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

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

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

### 4. PAYMENT

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

**EXHIBIT D**

RFB #2656-23, 2671-23, and 2690-23 are incorporated here within.

Contractor Initials RB  
Date 11-8-22

**EXHIBIT E**

Contractor's bids are incorporated here within.

Contractor Initials RB  
Date 11-8-20

**Certificate of Authority # 1**

*(Corporation, Non-Profit Corporation)*

**Corporate Resolution**

I, Mark Thompson, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*

Wind River Environmental d.b.a

Felix Septic Service. I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation)*

a meeting of the Board of Directors/shareholders, duly called and held on October 21, 2022,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Ryan Bedard - Manager (may list more than one person) is  
*(Name and Title)*

duly authorized to enter into contracts or agreements on behalf of

Wind River Environmental d.b.a.

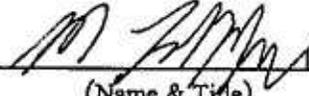
Felix Septic Septic with the State of New Hampshire and any of  
*(Name of Corporation)*

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. This authority  
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

**DATED:** 10-21-22

**ATTEST:**

  
*(Name & Title)*

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WIND RIVER ENVIRONMENTAL, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on February 26, 2015. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 721842

Certificate Number: 0005886998



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of October A.D. 2022.

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

David M. Scanlan  
Secretary of State



# State of New Hampshire

## Department of State



Business Name : WIND RIVER ENVIRONMENTAL, LLC

Business ID : 721842

### Filing History

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0005713908	03/20/2022	03/20/2022	Annual Report	2022
0005550582	01/10/2022	01/10/2022	Annual Report Reminder	N/A
0005321175	03/29/2021	03/29/2021	Annual Report	2021
0005153869	01/17/2021	01/17/2021	Annual Report Reminder	N/A
0004840199	03/13/2020	03/13/2020	Annual Report	2020
0004729473	01/07/2020	01/07/2020	Annual Report Reminder	N/A
0004493184	04/10/2019	04/10/2019	Annual Report	2019
0004350987	01/02/2019	01/02/2019	Annual Report Reminder	N/A
0004088117	04/25/2018	04/25/2018	Annual Report	2018
0003790860	01/01/2018	01/01/2018	Annual Report Reminder	N/A
0003774130	01/01/2018	01/01/2018	Annual Report Reminder	N/A
0003612134	06/16/2017	06/16/2017	Annual Report	2017
0003605588	06/02/2017	06/02/2017	Administrative Suspension Reminder	N/A
0003487527	12/27/2016	12/27/2016	Annual Report Reminder	N/A
0003325636	06/22/2016	06/22/2016	Annual Report	2016
0003311409	06/03/2016	06/03/2016	Dissolution/Suspension Warning Letter	N/A
0003196538	01/01/2016	01/01/2016	Agent Change/Resign	N/A
0003055324	02/26/2015	02/26/2015	Business Formation	N/A

### Trade Name Information

Business Name	Business ID	Business Status
FELIX SEPTIC SERVICE	865111	Active
EASTERN PIPE SERVICE	865112	Active

**Certificate of Authority # 1**

*(Corporation, Non-Profit Corporation)*

**Corporate Resolution**

I, Mark Thompson, hereby certify that I am duly elected Clerk/Secretary/Officer of  
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this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
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listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

**DATED:** 10-21-22

**ATTEST:**

  
*(Name & Title)*



# CERTIFICATE OF LIABILITY INSURANCE

6/30/2023

DATE (MM/DD/YYYY)

10/21/2022

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	<b>CONTACT NAME:</b> LA-TSU9 <b>PHONE (A/C No. Ext):</b> _____ <b>FAX (A/C No):</b> _____ <b>E-MAIL ADDRESS:</b> LA-TSU9@lockton.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: *** SEE ATTACHMENT ***</td> <td></td> </tr> <tr> <td>INSURER B: Starr Indemnity &amp; Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: *** SEE ATTACHMENT ***		INSURER B: Starr Indemnity & Liability Company	38318	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> 1448815 Wind River Environmental, LLC dba Felix Septic Service 2 Thibeault Dr. Bow NH 03304														

**COVERAGES** WINR101 **CERTIFICATE NUMBER:** 16240223 **REVISION NUMBER:** XXXXXXXX

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
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____	N	N	1000090512221	6/30/2022	6/30/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll Ded <input checked="" type="checkbox"/> Various	N	N	1000198837221 (MA) 1000198836221 (AOS)	6/30/2022 6/30/2022	6/30/2023 6/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	See Attached	6/30/2022	6/30/2023	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1000003291	6/30/2022	6/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

16240223  
 State of New Hampshire  
 Administrative Services  
 Bureau of Purchase and Property  
 25 Capitol Street, Room 102  
 Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

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