



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 12, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into contract with Gaftek Inc., (VC# 158300), Bangor, ME in an amount up to and not to exceed \$988,704.48 for underground storage tank testing services with an option to extend for up to an additional two years effective upon Governor and Executive Council approval through May 31, 2029.

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

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2888-24 for Underground and Aboveground Tank Testing Services for the State of New Hampshire on March 8, 2024, with responses due on March 20, 2024. The RFB reached 52 vendors through the NIGP registry with an additional 18 directly sourced. There was 1 compliant response received from Hugh's Mechanical Equipment. Due to the lack of responses, a no bid inquiry was sent out and it was found that vendors did not bid due to the pricing difference of the current contract. The bid was cancelled and a virtual TEAMS meeting was set up with a subject matter expert from DOT with 12 vendors in attendance. The meeting discussed current market prices and ways to encourage vendors to bid.

The Department of Administrative Services, through the Bureau of Purchase and Property issued a new request for bid (RFB) 2903-24 for Underground Storage Tank Testing Services for the State of New Hampshire on April 5, 2024, with responses due on April 26, 2024. The RFB reached 52 vendors through the NIGP registry with an additional 20 directly sourced. There were 3 compliant responses, the lowest received from Gaftek Inc. in the amount of \$179,764.45 for estimated annual services in all 10 New Hampshire counties.

The contract, upon approval, will provide Underground Storage Tank Testing Services to the State of New Hampshire at a cost up to and not to exceed of \$988,704.48. The recommended price limitation represents a cost savings of \$223,727.75 or 25% as compared to the expiring contracts cost. The price limitation is calculated from the estimated number of tests directed from the Department of Environmental Services, utilizing the lowest bid offer rate from RFB 2903-24, providing an accurate estimation of spend and includes an allowance of 10% for emergency responses and limited aboveground storage tank services purchased under the contractor's balance of product line.

Contract financials	
Estimated annual spend	\$179,764.45
Estimated 5-year term spend	\$898,822.25
Add allowance for balance of product line (10%)	\$89,882.23
Requested price limitation	\$988,704.48

Based on the foregoing, I am respectfully recommending approval of the contract with Gaftek Inc. and termination of Contract# 8002950 with Spillers Tank Services LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Underground Storage Tank Testing Services	Agency	Statewide
RFB#	2903-24	Requisition#	N/A
Agent Name	James Poulin	Bid Closing	4/26/24

Indicates Award:

Product Description	Gaftek Inc.	Hugh's Mechanical	Tanknology Inc.	Expiring Contract
	Estimated Annual Cost	Estimated Annual Cost	Estimated Annual Cost	Estimated Annual Cost
Section 1 - Belknap County				
Total Cost for County	\$9,165.55	\$18,800.00	\$15,670.00	\$10,400.00
Section 2 - Carroll County				
Total Cost for County	\$8,910.05	No Bid	\$15,998.00	\$11,115.00
Section 3 - Chesire County				
Total Cost for County	\$8,197.55	\$14,000.00	\$13,071.00	\$11,140.00
Section 4 - Coös County				
Total Cost for County	\$24,001.95	No Bid	\$37,585.00	\$27,000.00
Section 5 - Grafton County				
Total Cost for County	\$31,940.90	No Bid	\$53,842.00	\$36,140.00
Section 6 - Hillsborough County				
Total Cost for County	\$21,849.05	\$38,000.00	\$34,618.00	\$29,075.00
Section 7 - Merrimack County				
Total Cost for County	\$33,278.35	\$68,400.00	\$57,848.00	\$42,565.00
Section 8 - Rockingham County				
Total Cost for County	\$20,227.45	\$42,800.00	\$38,763.00	\$30,915.00
Section 9 - Strafford County				
Total Cost for County	\$8,142.15	\$16,800.00	\$16,038.00	\$11,065.00
Section 10 - Sullivan County				
Total Cost for County	\$14,051.45	\$27,200.00	\$23,422.00	\$15,095.00
Sub Total	\$179,764.45	\$226,000.00	\$306,855.00	\$224,510.00
Estimated annual spend	\$179,764.45		Expiring contract annual	\$224,510.00
Estimated term spend	\$898,822.25		Expiring contract term	\$1,122,550.00
Add allowance for balance of product line	\$89,882.23		Cost increase/Savings X% or	-\$223,727.75
Recommended price limitation	\$988,704.48		Delta: new vs. expiring	-25%

Recommendation Summary	
Statewide Contract or Amendment	Contract
Term of Contract	5 Years
Price Limitation	\$988,704.48
Number of Solicitations Received	3
Number of Sourced bidders	21
Number of NIGP Vendors Sourced	52
Number of non-responsive bidders	70
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Method of Payment (P-card/ACH)	P-Card and ACH
FOB Delivered	Yes
Total Cost Savings (\$/%)	-\$223,727.75 -25% Savings
Special Notes:	Balance of product line includes emergency spill responses and limited above ground storage tank testing services as needed.

VENDOR:		Conduct Inc.																		
COUNTY:		Belknap					Carroll					Cheshire					Cobb			
	EST. # TESTS	LABOR COST PER HOUR	EST. HOURS PER TEST	TOTAL COST PER TEST	TOTAL COST OF EST. TESTS	EST. # TESTS	LABOR COST PER HOUR	EST. HOURS PER TEST	TOTAL COST PER TEST	TOTAL COST OF EST. TESTS	EST. # TESTS	LABOR COST PER HOUR	EST. HOURS PER TEST	TOTAL COST PER TEST	TOTAL COST OF EST. TESTS	EST. # TESTS	LABOR COST PER HOUR	EST. HOURS PER TEST	TOTAL COST PER TEST	
Sec. 02101																				
Annual Leak Monitoring Testing for One Tank Per Specifications	3	\$85.00	2.05	\$174.25	\$522.75	1	\$95.00	2.05	\$194.75	\$194.75	1	\$95.00	2.05	\$194.75	\$194.75	5	\$105.00	2.05	\$215.25	
Sec. 02101a																				
Annual Leak Monitoring Testing for Each Additional Tank at the Same Facility	2	\$85.00	1.04	\$88.40	\$176.80	1	\$95.00	1.04	\$98.80	\$98.80	1	\$95.00	1.04	\$98.80	\$98.80	1	\$105.00	1.04	\$109.20	
Sec. 02102																				
Conduct Overfill Prevention Device Testing for One Tank per specifications	3	\$85.00	1	\$85.00	\$255.00	1	\$95.00	1	\$95.00	\$95.00	1	\$95.00	1	\$95.00	\$95.00	5	\$105.00	1	\$105.00	
Sec. 02102a																				
Overfill Prevention Device Testing per specifications for Each Additional Tank at the Same Facility	2	\$85.00	1	\$85.00	\$170.00	1	\$95.00	1	\$95.00	\$95.00	1	\$95.00	1	\$95.00	\$95.00	1	\$105.00	1	\$105.00	
Sec. 02103-3.3																				
Conduct Tank Tightness Testing for One Tank per specifications (to include piping)	6	\$85.00	4	\$340.00	\$2,040.00	7	\$95.00	4	\$380.00	\$2,660.00	8	\$95.00	4	\$380.00	\$3,040.00	18	\$105.00	4	\$420.00	
Sec. 02103-3.3a																				
Tank Tightness Testing for Each Additional Tank at the Same Facility (to include piping)	3	\$85.00	0.5	\$42.50	\$127.50	7	\$95.00	0.5	\$47.50	\$332.50	2	\$95.00	0.5	\$47.50	\$95.00	16	\$105.00	0.5	\$52.50	
Sec. 02103-3.4																				
Conduct Piping Tightness Testing for One Tank per specifications	5	\$85.00	2	\$170.00	\$850.00	7	\$95.00	2	\$190.00	\$1,330.00	8	\$95.00	2	\$190.00	\$1,520.00	18	\$105.00	2	\$210.00	
Sec. 02103-3.4a																				
Piping Tightness Testing for Each Additional Tank at the Same Facility	5	\$85.00	2	\$170.00	\$850.00	7	\$95.00	2	\$190.00	\$1,330.00	2	\$95.00	2	\$190.00	\$380.00	16	\$105.00	2	\$210.00	
Sec. 02103-3.5																				
Conduct Sump Tightness Testing for One Tank per specifications	3	\$85.00	4.2	\$357.00	\$1,071.00	1	\$95.00	4.2	\$399.00	\$399.00	1	\$95.00	4.2	\$399.00	\$399.00	5	\$105.00	4.2	\$441.00	
Sec. 02103-3.5a																				
Sump Tightness Testing for Each Additional Tank at the Same Facility	2	\$85.00	3	\$255.00	\$510.00	1	\$95.00	3	\$285.00	\$285.00	1	\$95.00	3	\$285.00	\$285.00	1	\$105.00	3	\$315.00	
Sec. 02103-3.5.1																				
Conduct Sump Tightness Testing for One DISPENSER per specifications	1	\$85.00	4.3	\$365.50	\$365.50	1	\$95.00	4.3	\$408.50	\$408.50	1	\$95.00	4.3	\$408.50	\$408.50	2	\$105.00	4.3	\$451.50	
Sec. 02103-3.5.1a																				
Sump Tightness Testing for Each Additional DISPENSER at the Same Facility	1	\$85.00	3	\$255.00	\$255.00	1	\$95.00	3	\$285.00	\$285.00	1	\$95.00	3	\$285.00	\$285.00	1	\$105.00	3	\$315.00	
Sec. 02103-3.6																				
Conduct Spill Containment Integrity Tightness Testing for One Tank per Specifications	3	\$85.00	3	\$255.00	\$765.00	1	\$95.00	3	\$285.00	\$285.00	1	\$95.00	3	\$285.00	\$285.00	5	\$105.00	3	\$315.00	
Sec. 02103-3.6a																				
Spill Containment Integrity Testing for Each Additional Tank at the Same Facility	2	\$85.00	3	\$255.00	\$510.00	1	\$95.00	3	\$285.00	\$285.00	1	\$95.00	3	\$285.00	\$285.00	1	\$105.00	3	\$315.00	
Sec. 02104-4.1																				
Conduct Annual Stage I Maintenance Inspection for One Gasoline Dispensing Facility per specifications	1	\$85.00	1	\$85.00	\$85.00	1	\$95.00	1	\$95.00	\$95.00	1	\$95.00	1	\$95.00	\$95.00	1	\$105.00	1	\$105.00	
Sec. 02104-4.2																				
Conduct Stage I Vapor Recovery Testing for One Gasoline Dispensing Facility Per specifications (pressure decay addressed in 02103-3.3)	1	\$85.00	4	\$340.00	\$340.00	1	\$95.00	4	\$380.00	\$380.00	1	\$95.00	4	\$380.00	\$380.00	1	\$105.00	4	\$420.00	
Sec. 02104-4.3																				
Conduct Pressure/Vacuum Vent Cap Testing for One Gasoline Dispensing Facility per specifications (pressure decay addressed in 02103-3.3)	3	\$85.00	0.5	\$42.50	\$127.50	4	\$95.00	0.5	\$47.50	\$190.00	2	\$95.00	0.5	\$47.50	\$95.00	6	\$105.00	0.5	\$52.50	
Sec. 02105																				
Annual Line Leak Detector Testing for One Tank Per Specifications	1	\$85.00	1.7	\$144.50	\$144.50	1	\$95.00	1.7	\$161.50	\$161.50	1	\$95.00	1.7	\$161.50	\$161.50	1	\$105.00	1.7	\$178.50	
Total PER COUNTY					\$9,165.55					\$8,910.05					\$8,197.55					

You do not have to bid on every county, only the ones you wish to service. Please mark "No Bid" next to the county name if choosing not to bid. Vendors will be awarded based on lowest cost PER COUNTY.

EST. HOURS PER TEST MUST BE THE SAME FOR ALL COUNTIES.

Attachment 1 - RFB 2903-24 Offer Section

TOTAL COST OF EST. TESTS	Grafton					Hillsborough					Merrimack					Rockingham					EST. # TESTS	LABOR COST PER HOUR
	EST. # TESTS	LABOR COST PER HOUR	EST. HOURS PER TEST	TOTAL COST PER TEST	TOTAL COST OF EST. TESTS	EST. # TESTS	LABOR COST PER HOUR	EST. HOURS PER TEST	TOTAL COST PER TEST	TOTAL COST OF EST. TESTS	EST. # TESTS	LABOR COST PER HOUR	EST. HOURS PER TEST	TOTAL COST PER TEST	TOTAL COST OF EST. TESTS	EST. # TESTS	LABOR COST PER HOUR	EST. HOURS PER TEST	TOTAL COST PER TEST	TOTAL COST OF EST. TESTS		
\$1,076.25	6	\$95.00	2.05	\$194.75	\$1,168.50	5	\$95.00	2.05	\$194.75	\$973.75	11	\$85.00	2.05	\$174.25	\$1,916.75	3	\$85.00	2.05	\$174.25	\$522.75	1	\$85.00
\$109.20	8	\$95.00	1.04	\$98.80	\$790.40	1	\$95.00	1.04	\$98.80	\$98.80	9	\$85.00	1.04	\$88.40	\$795.60	3	\$85.00	1.04	\$88.40	\$265.20	1	\$85.00
\$525.00	6	\$95.00	1	\$95.00	\$570.00	5	\$95.00	1	\$95.00	\$475.00	11	\$85.00	1	\$85.00	\$935.00	3	\$85.00	1	\$85.00	\$255.00	1	\$85.00
\$105.00	8	\$95.00	1	\$95.00	\$760.00	1	\$95.00	1	\$95.00	\$95.00	9	\$85.00	1	\$85.00	\$765.00	3	\$85.00	1	\$85.00	\$255.00	1	\$85.00
\$7,560.00	19	\$95.00	4	\$380.00	\$7,220.00	19	\$95.00	4	\$380.00	\$7,220.00	21	\$85.00	4	\$340.00	\$7,140.00	18	\$85.00	4	\$340.00	\$6,120.00	7	\$85.00
\$840.00	23	\$95.00	0.5	\$47.50	\$1,092.50	9	\$95.00	0.5	\$47.50	\$427.50	15	\$85.00	0.5	\$42.50	\$637.50	13	\$85.00	0.5	\$42.50	\$552.50	4	\$85.00
\$3,780.00	19	\$95.00	2	\$190.00	\$3,610.00	19	\$95.00	2	\$190.00	\$3,610.00	21	\$85.00	2	\$170.00	\$3,570.00	18	\$85.00	2	\$170.00	\$3,060.00	7	\$85.00
\$3,360.00	23	\$95.00	2	\$190.00	\$4,370.00	9	\$95.00	2	\$190.00	\$1,710.00	15	\$85.00	2	\$170.00	\$2,550.00	13	\$85.00	2	\$170.00	\$2,210.00	4	\$85.00
\$2,205.00	6	\$95.00	4.2	\$399.00	\$2,394.00	5	\$95.00	4.2	\$399.00	\$1,995.00	11	\$85.00	4.2	\$357.00	\$3,927.00	3	\$85.00	4.2	\$357.00	\$1,071.00	1	\$85.00
\$315.00	8	\$95.00	3	\$285.00	\$2,280.00	1	\$95.00	3	\$285.00	\$285.00	9	\$85.00	3	\$255.00	\$2,295.00	3	\$85.00	3	\$255.00	\$765.00	1	\$85.00
\$903.00	4	\$95.00	4.3	\$408.50	\$1,634.00	5	\$95.00	4.3	\$408.50	\$2,042.50	4	\$85.00	4.3	\$365.50	\$1,462.00	3	\$85.00	4.3	\$365.50	\$1,096.50	1	\$85.00
\$315.00	2	\$95.00	3	\$285.00	\$570.00	1	\$95.00	3	\$285.00	\$285.00	2	\$85.00	3	\$255.00	\$510.00	3	\$85.00	3	\$255.00	\$765.00	1	\$85.00
\$1,575.00	6	\$95.00	3	\$285.00	\$1,710.00	5	\$95.00	3	\$285.00	\$1,425.00	11	\$85.00	3	\$255.00	\$2,805.00	3	\$85.00	3	\$255.00	\$765.00	1	\$85.00
\$315.00	8	\$95.00	3	\$285.00	\$2,280.00	1	\$95.00	3	\$285.00	\$285.00	9	\$85.00	3	\$255.00	\$2,295.00	3	\$85.00	3	\$255.00	\$765.00	1	\$85.00
\$105.00	2	\$95.00	1	\$95.00	\$190.00	1	\$95.00	1	\$95.00	\$95.00	3	\$85.00	1	\$85.00	\$255.00	3	\$85.00	1	\$85.00	\$255.00	3	\$85.00
\$420.00	2	\$95.00	4	\$380.00	\$760.00	1	\$95.00	4	\$380.00	\$380.00	3	\$85.00	4	\$340.00	\$1,020.00	3	\$85.00	4	\$340.00	\$1,020.00	3	\$85.00
\$315.00	8	\$95.00	0.5	\$47.50	\$380.00	6	\$95.00	0.5	\$47.50	\$285.00	6	\$85.00	0.5	\$42.50	\$255.00	8	\$85.00	0.5	\$42.50	\$340.00	3	\$85.00
\$178.50	1	\$95.00	1.7	\$161.50	\$161.50	1	\$95.00	1.7	\$161.50	\$161.50	1	\$85.00	1.7	\$144.50	\$144.50	1	\$85.00	1.7	\$144.50	\$144.50	1	\$85.00
\$24,001.95					\$31,940.90					\$21,849.05					\$33,278.35					\$20,227.45		

Stafford			Sullivan				
EST. HOURS PER TEST	TOTAL COST PER TEST	TOTAL COST OF EST. TESTS	EST. # TESTS	LABOR COST PER HOUR	EST. HOURS PER TEST	TOTAL COST PER TEST	TOTAL COST OF EST. TESTS
2.05	\$174.25	\$174.25	3	\$95.00	2.05	\$194.75	\$584.25
1.04	\$88.40	\$88.40	4	\$95.00	1.04	\$98.80	\$395.20
1	\$85.00	\$85.00	3	\$95.00	1	\$95.00	\$285.00
1	\$85.00	\$85.00	4	\$95.00	1	\$95.00	\$380.00
4	\$340.00	\$2,380.00	7	\$95.00	4	\$380.00	\$2,660.00
0.5	\$42.50	\$170.00	7	\$95.00	0.5	\$47.50	\$332.50
2	\$170.00	\$1,190.00	7	\$95.00	2	\$190.00	\$1,330.00
2	\$170.00	\$680.00	7	\$95.00	2	\$190.00	\$1,330.00
4.2	\$357.00	\$357.00	3	\$95.00	4.2	\$399.00	\$1,197.00
3	\$255.00	\$255.00	4	\$95.00	3	\$285.00	\$1,140.00
4.3	\$365.50	\$365.50	1	\$95.00	4.3	\$408.50	\$408.50
3	\$255.00	\$255.00	1	\$95.00	3	\$285.00	\$285.00
3	\$255.00	\$255.00	3	\$95.00	3	\$285.00	\$855.00
3	\$255.00	\$255.00	4	\$95.00	3	\$285.00	\$1,140.00
1	\$85.00	\$255.00	3	\$95.00	1	\$95.00	\$285.00
4	\$340.00	\$1,020.00	3	\$95.00	4	\$380.00	\$1,140.00
0.5	\$42.50	\$127.50	3	\$95.00	0.5	\$47.50	\$142.50
1.7	\$144.50	\$144.50	1	\$95.00	1.7	\$161.50	\$161.50
		\$8,142.15					\$14,051.45

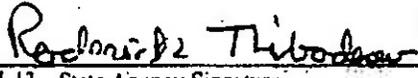
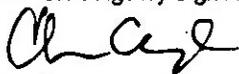
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Gastek Inc.		1.4 Contractor Address 160 Perry Road Bangor, ME 04401	
1.5 Contractor Phone Number 207-217-6515	1.6 Account Unit and Class Various	1.7 Completion Date May 31, 2029	1.8 Price Limitation \$988,704.48
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 5/10/24		1.12 Name and Title of Contractor Signatory Frederick Thibodeau President	
1.13 State Agency Signature  Date: 5/20/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: May 29, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials RT
 Date 5/10/24

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

Contractor Initials RT

Date 5/10/24

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

Gaftek 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 Underground Storage Tank Testing Services in accordance with the bid submission in response to State Request for Bid 2903-24 and as described herein.

2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2903-24
- EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2903-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT:

The term of the contract shall commence on June 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through May 31, 2029, a period of approximately five (5) years.

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

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

4. SCOPE OF WORK:

- 1.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 1.2. The Contractor will work on an on-call basis and will be available to provide work schedules to the State within five (5) business days of the request and test equipment as outlined in Sections 02101 through 02103 within fifteen (15) days of this request.
- 1.3. All work performed under this contract shall be conducted in accordance with the State of New Hampshire, Department of Environmental Services ("NHDES") Underground Storage Tank Facilities (Env-Or 400), Recovery of Gasoline Vapors (Env-Or 500), and other applicable Federal and State regulations (or latest versions). All tasks described herein shall be completed by International Code Council ("ICC") certified testers, as appropriate. The Contractor shall provide a list of all certifications and certified personnel (name, ICC#, etc.) intended to work under this contract for approval by the State. Only personnel on the State approved list can perform work under this contract. New personnel and sub-contractors can be added to the approved list only with prior written approval by the State.
- 1.4. The Contractor shall submit to the State a written health and safety program manual within twenty-one (21) days of the award. This program manual shall include, but not necessarily limited to, company safety policies, safe work practices, emergency procedures and contact information, standard forms and checklists, and recent company safety statistics. These statistics shall include the Contractor's most recent Experience Modification Rate ("EMR") and Total Recordable Incident Rate ("TRIR").
- 1.5. If the Contractor's reported EMR or TRIR are significantly higher than industry averages, the State reserves the right to require the Vendor submit additional safety information or put additional safety procedures in place while working on State projects.
- 1.6. In addition, the Contractor shall prepare a project specific site Health and Safety Plan ("HASP"). When applicable, the HASP shall be prepared in accordance with Occupational Safety and Health Administration ("OSHA") requirements. The

plan shall include all State site specific safety policies and procedures. All Contractor site personnel will be required to read and sign the HASP. The plan shall include, but not be limited to, the following:

- 1.6.1. All applicable safety rules and regulations;
- 1.6.2. Site and task specific emergency procedures; and
- 1.6.3. The use of equipment and procedures for testing to ensure a vapor-free working environment.
- 1.7. The Contractor shall conduct and document daily safety meetings. Safety rules may not cover every job situation. Good judgment by the Contractor will dictate any additional precautions as necessary.
- 1.8. The Contractor shall be knowledgeable in the mechanical and electrical operation of fuel transfer and dispensing equipment and be responsible for taking appropriate safety precautions before beginning any work on fuel systems, to include but not limited to the following fire code requirements:
 - 1.8.1. Shut off all electrical power to dispensing devices, the pump servicing the dispenser, and to all associated control circuits at the main electrical disconnect;
 - 1.8.2. Close the emergency shutoff valve for the product line below the dispense;
 - 1.8.3. Relieve the pressure on the dispenser by depressing the nozzle trigger and emptying residual hose contents into a safety container; and
 - 1.8.4. Prevent all vehicle traffic and unauthorized persons from coming within twenty (20) feet of the dispensing device(s).
- 1.9. The Contractor shall provide, erect, and maintain all necessary barricades for safety and protection of pedestrian and vehicular traffic during construction involving excavations, holes, electrical equipment, pumps, piping, tanks, etc.
- 1.10. The Contractor shall be responsible for the removal of any waste products generated during the testing process, in accordance with State and Federal regulations. The Contractor shall contact the State Agency to discuss waste disposal options should any residual fuels or sludge be generated as part of the work. No waste fuel shall be disposed of until a determination has been made regarding the appropriate disposal method.
- 1.11. **Section 02101 – Annual Leak Monitoring Testing**
 - 1.11.1. Description
 - 1.11.1.1. This section provides standard specifications and protocols for conducting annual leak monitor testing for underground storage tank (UST) systems with secondary containment.
 - 1.11.2. Testing Specifications
 - 1.11.2.1. NHDES Underground Storage Tank Facilities Env-Or 400 requires that all UST monitoring equipment be tested annually. Tank leak monitor testing at State facilities shall be conducted in accordance with Env-Or 406.13, and manufacturer's recommendations. All testers shall be properly trained and manufacturer certified to conduct testing and must verify that the leak monitoring equipment is functioning in accordance with the original design parameter and within manufacturer's requirements.
 - 1.11.3. Annual leak monitor tests shall verify, at a minimum, the following conditions:
 - 1.11.3.1. Leak monitor console assignments are correctly programmed and labeled. Included shall be verification that the NHDES required sensor or probe legend is posted at the monitoring console and correct;
 - 1.11.3.2. Tank and piping sensors or probes are present and positioned in accordance with manufacturer's requirements;
 - 1.11.3.3. Brine level in the interstitial space is within the manufacturer's operating range (if applicable);
 - 1.11.3.4. All secondary containment is free of debris, water, and regulated substance;
 - 1.11.3.5. All sensors or probes are in good condition, inspected, manually tested, confirmed operational;
 - 1.11.3.6. Audible alarms are present and operational;
 - 1.11.3.7. Visual alarms are present and operational. Where installed, the proper operation of remote annunciator strobe lights shall be verified;
 - 1.11.3.8. Verify that the communication system, for example a modem, is operational for leak monitoring systems and will relay alarms to appropriate personnel and/or remote location(s) (if applicable); and
 - 1.11.3.9. All secondary containment is continuously monitored (if applicable).
 - 1.11.4. Reporting

- 1.11.4.1. The Contractor shall submit the qualifications of the technicians performing the leak monitor testing within three (3) days of an authorization to proceed and in all cases before beginning any work. Annual leak monitoring test results for State UST systems shall be reported on NHDES' "Annual Leak Monitoring and Overfill Protection Test Form for Underground Storage Tank Systems", or another representative form that includes the information required by Env-Or 406.07. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.
- 1.11.4.2. Any testing that results in the finding of an "Unusual Operating Condition" as defined in Env-Or 402.71, shall be reported to the State Agency by e-mail and telephone within twelve (12) hours of discovery.

1.12. Section 02102 – Overfill Prevention Device Testing

1.12.1. Description

- 1.12.1.1. This section provides standard specifications and protocols for conducting overfill prevention device testing for UST systems.

1.12.2. Testing Specifications

- 1.12.2.1. NHDES Underground Storage Tank Facilities Env-Or 400 requires that all UST overfill prevention devices be tested triennially. Overfill prevention device testing at State tank facilities shall be conducted in accordance with Env-Or 406.11, and manufacturer's recommendations. All testers shall be properly trained and manufacturer certified to conduct testing and must verify that the overfill prevention device is functioning in accordance with the original design parameters and within manufacturer's requirements.
- 1.12.2.2. Overfill prevention device tests shall verify, at a minimum, the following conditions:
 - 1.12.2.2.1. Overfill model number and manufacturer's name;
 - 1.12.2.2.2. Test results;
 - 1.12.2.2.3. The overfill console, if equipped, is correctly programmed and labeled;
 - 1.12.2.2.4. The overfill device tank sensor/probe is positioned in accordance with the activation height requirements of Env-Or 405.06 (c), and manufacturer's requirements.
 - 1.12.2.2.5. The overfill device sensor/probe was visually inspected and confirmed operational by manually simulating an overfill condition per NHDES's rules and manufacturer's requirements;
 - 1.12.2.2.6. The audible alarm, if equipped, is operational and can be heard by delivery person; and
 - 1.12.2.2.7. The visual alarm, if equipped, is operational and can be seen by delivery person.

1.12.3. Reporting

- 1.12.3.1. The Contractor shall submit the qualifications of the technicians performing the overfill prevention device testing within three (3) days of an authorization to proceed and in all cases before beginning any work. Overfill prevention device test results for State UST systems shall be reported on a NHDES' form or another representative form that includes the information required by Env-Or 406.07. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400. Testing that results in the finding of a overfill prevention device failure, shall be reported to the State Agency by e-mail or telephone within twelve (12) hours of discovery.

1.13. Section 02103 – Tightness Testing and Reporting

1.13.1. Description

- 1.13.1.1. This section provides standard specifications and protocols for tightness testing UST, piping – primary and/or secondary, containment sumps*, and spill containment at State facilities. Tightness testing

activities included in this section shall include all labor and materials required to conduct a complete tightness test and preparation of State required reporting documentation.

1.13.1.2. The "Containment Sump" may also be referred to as a sump, piping sump, transition sump, intermediate sump, dispenser sump, under dispenser sump, under dispenser containment, or piping vault.

1.13.2. General Tightness Testing Specifications

1.13.2.1. Specific NHDES citations for tightness testing listed in 02103-3.3 through 02103-3.7 shall apply to the test(s) required until an unusual operating condition appears and/or is detected, or a tightness test failure occurs then any further testing shall be done in accordance with section 3.7.5 below. Tightness testing for a UST system or system component(s) shall be in accordance with NHDES Underground Storage Tank Facilities Env -Or 406, and manufacturer's requirements. A failed tightness test requires the Contractor to follow Env-Or 406.14 and perform the proper notifications.

1.13.3. Tank Tightness Testing Specifications, to include all piping

1.13.3.1. The Contractor shall conduct tank tightness testing in accordance with NHDES Underground Storage Tank Facilities Env-Or 406.17 and manufacturer's requirements, or other approved test method. Tank tightness shall be conducted by a manufacturer certified technician in accordance with State regulations. The Contractor shall maintain current certifications and shall supply the State with copies of manufacturer certifications upon award of this contract.

1.13.3.2. Prior to conducting tank tightness testing, the Contractor shall isolate the tank from the systems piping. Tank tightness tests shall be capable of detecting a system leak rate of at least 0.10 gallon per hour with a probability of detection of 0.95 and probability of false alarm of 0.05. A test result of 0.10 gallon per or greater shall indicate a tank tightness test failure. In the event that a tank fails tightness testing, the Contractor shall notify the State Agency immediately.

1.13.3.3. The Contractor shall use the following recommended testing protocols, unless alternative protocols are approved by the State:

1.13.3.3.1. Unleaded Gasoline – the pressure decay test is acceptable as specified in Env-Or 504.10(a)(2) and Env-Or 504.10(b);

1.13.3.3.2. Diesel – shall use a test method as specified in Env-Or 406.11, an Estabrook tightness test is recommended

1.13.4. Piping Tightness Testing Specifications, no tank testing involved

1.13.4.1. The Contractor shall conduct piping tightness testing in accordance with NHDES Underground Storage Tank Facilities Env-Or 406.16 (formally Env-Or 405.16), and manufacturer's requirements, or other approved test method. Piping tightness testing shall be conducted by a manufacturer certified technician in accordance with State regulations. The Contractor shall maintain current certifications and shall supply the State Agency with copies of manufacturer certifications upon award of this contract.

1.13.4.2. Prior to conducting UST piping tightness testing, the Contractor shall isolate the piping from the tank and, if applicable, the dispensers. Piping tightness shall be capable of detecting a system leak rate of at least 0.10 gallon per hour at 1.5 times the operating pressure. Piping tightness testing shall be conducted with a probability of leak detection of 0.95 and a probability of false alarm of 0.05. A test result of 0.10 gallon per hour or greater shall indicate a piping tightness test failure. In the event that a piping line fails tightness testing, the Contractor shall notify the State agency immediately.

1.13.4.3. Prior to conducting UST piping tightness testing, the Contractor shall isolate the piping from the tank and, if applicable, the dispensers. Piping tightness shall be conducted in accordance with NFPA 30 for all piping that is underground.

1.13.5. Sump Tightness Testing Specifications

1.13.5.1. The Contractor shall conduct sump tightness in accordance with NHDES Underground Storage Tank Facilities Env-Or 406.14 and Env-Or 406.15 and manufacturer's recommendations, or other approved test method. Sump tightness testing shall be conducted by a certified tank installer in accordance with State regulations. The Contractor shall maintain current tank installer certifications and shall supply the State with copies of the certifications upon award of this contract.

1.13.5.2. When conducting a hydrostatic sump tightness test, the Contractor shall fill the sump with an approved testing liquid to a level that is within one (1) inch of the top of the sump. The Contractor shall record liquid level measurements in accordance with manufacturer's recommendations for a minimum of three

(3) hours. Piping sumps shall be tested without the sensors being submerged for an extended period of time. A loss of any amount of liquid from the sump during the test shall be considered a tightness failure. In the event that a tank sump fails hydrostatic tightness testing, the Contractor shall notify the State Agency immediately.

1.13.5.3. When conducting a vacuum sump tightness test, the Contractor shall clean inside of sump and ensure it is completely dry, ensure manway lid connection is tight and all pipework is sealed. If the chamber is bolted to a tank up-stand, ensure the bolts are tightened to the correct torque. Sumps shall be tested to manufacturer's specifications for vacuum testing. All sumps actively in use (product in the tank and the site is pumping fuel) shall be vented from a minimum of ten (10) minutes before the vacuum test can begin. A loss of any amount of vacuum from the sump and/or vacuum monitoring equipment indicates a test failure during the test and shall be considered a tightness failure. In the event that a tank sump fails vacuum tightness testing, the Contractor shall notify the State Agency immediately.

1.13.6. Spill Containment Integrity Testing Specifications

1.13.6.1. The Contractor shall conduct spill containment integrity tightness testing for all spill containment equipment with or without secondary containment and leak monitoring in accordance with NHDES Underground Storage Tank Facilities Env-Or 406.12 and manufacturer's requirements, or other approved testing method. Spill containment integrity testing shall be conducted by a certified tank installer in accordance with State regulations. The Contractor shall maintain current tank installer certifications and shall supply the State with copies of the certifications upon award of this contract.

1.13.6.2. When conducting a spill containment integrity test, the Contractor shall fill the spill containment/bucket with an approved testing liquid to a level that is to the top of the spill bucket. The Contractor shall record liquid level measurements in accordance with manufacturer's recommendations for a minimum of one (1) hour. A loss of any amount of liquid from the spill bucket during the test shall be considered an integrity failure.

1.13.7. Reporting

1.13.7.1. The Contractor shall submit the qualifications of the technicians performing the tightness testing with three (3) days of an authorization to proceed and in all cases before beginning any work. The Contractor shall provide the State with results/testing documentation no than fifteen (15) days after the test was conducted. Testing reports shall be prepared in accordance with Env-Or 406.07 and shall include at a minimum the following:

1.13.7.1.1. Facility name, location, and registration number;

1.13.7.1.2. Test type and tanks or systems tested;

1.13.7.1.3. Testing procedures and duration time;

1.13.7.1.4. Copies of field technician's testing records;

1.13.7.1.5. Testing completion date and time; and

1.13.7.1.6. Test results signed by the certified technician that performed the work.

1.13.8. Tank Tightness Testing Reporting

1.13.8.1. Tank tightness test results for State UST systems shall be reported on a NHDES' Tank and Piping Tightness Testing Form for UST Systems, or another representative form that includes the information required by Env-Or 406.07. The forms shall be completed in their entirety and ready for submittal to NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

1.13.9. Piping Tightness Testing Reporting

1.13.9.1. Piping tightness test results for State UST systems shall be reported on a NHDES Tank and Piping Tightness Testing Form for UST Systems, or another representative form that includes the information required by Env-Or 406.07. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified and Information System. The State

shall be provided with all forms signed by the certified and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

1.13.10. Sump Tightness Testing

1.13.10.1. Sump tightness test results for State UST systems shall be reported on a NHDES Triennial Containment Sump Integrity Test Form for Underground Storage Tank Systems form, or another representative form that includes the information required by Env-Or 406.14 (f). The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

1.13.11. Spill Containment Integrity Testing

1.13.11.1. Spill containment integrity tightness test results for State UST systems shall be reported on a NHDES Triennial Spill Containment Integrity Test Form for Underground Storage Tank Systems form, or another representative form that includes the information required by Env-Or 406.12(i). The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

1.13.11.2. Testing that results in the finding of a spill containment failure, shall be reported to the State Agency by e-mail or telephone within twelve (12) hours of discovery.

1.13.12. Unusual Operating Conditions

1.13.12.1. Any testing that results in the finding of an "Unusual Operating Condition" as defined in Env-Or 402.71 shall be reported to the State Agency by e-mail or telephone within twelve (12) hours of discovery.

1.13.12.2. Examples of unusual operating conditions (Env-Or 406.04(b)) shall include but are not limited to:

- 1.13.12.2.1. Erratic behavior of dispensing equipment, the stage I system or stage II system, or overflow protection equipment;
- 1.13.12.2.2. Water gain or loss in a tank, sump, or system component that might indicate a problem with system tightness;
- 1.13.12.2.3. A monitoring system indicates that a leak might have occurred;
- 1.13.12.2.4. Petroleum vapors or vapors of a hazardous substance are detected near the UST system;
- 1.13.12.2.5. The UST vent stack, is bent or angled from the vertical position;
- 1.13.12.2.6. Visual evidence of system component deterioration is present;
- 1.13.12.2.7. The UST system is overfilled; and
- 1.13.12.2.8. Any other evidence that a UST system is not liquid or vapor tight.

1.13.12.3. Once an unusual operating condition is discovered all testing will stop on the particular UST system, the system will be returned to pre-testing condition, and the State Agency shall be notified of the issue(s). The Contractor shall report the issue(s) on the correct form and submit to the State Agency, along with an invoice for the standard testing fee associated with the testing when the discovery occurred. If subsequent testing is necessary after suitable repairs have been made, then it is incumbent on the State Agency to re-engage for follow-up testing per the stated contract.

1.14. Section 02104 – Stage I and Stage II Inspection and Testing

1.14.1. Annual Stage I Maintenance Inspection

- 1.14.1.1. NHDES Recovery of Gasoline Vapors Env-Or 500 requires that all Stage I equipment be inspected annually. Stage I inspections at State UST facilities shall be conducted in accordance with Env-Or 504.06 and manufacturer's recommendations. All inspectors shall be properly trained in Stage I systems and must verify that the vapor recovery equipment is functioning in accordance with the original design function and within manufacturer's requirements.
- 1.14.2. Stage I Testing Specifications
 - 1.14.2.1. NHDES Recovery of Gasoline Vapors Env-Or 500 requires that all Stage I equipment must be tested when two (2) monthly maintenance inspections have not been completed, the annual maintenance inspection has not been completed or the Stage I system is not operating properly. Stage I testing at State UST facilities shall be conducted in accordance with Env-Or 504.07 & Env-Or 504.08 and manufacturer's recommendations. All testers shall be certified to perform the tests on Stage I systems and must verify that the vapor recovery equipment is functioning in accordance with the original design function and within manufacturer's requirements. The Contractor shall coordinate a schedule with the requesting Agency, such that the Agency will notify NHDES at least seven (7) working days prior to performing the test of the planned test date, test time.
 - 1.14.2.2. All Stage I Testing will follow Section 02103 – Tightness Testing and Reporting, provision 3.3 Tank Tightness Testing Specifications protocols and be invoiced as if a provision 3.3 test was performed.
- 1.14.3. Pressure Decay and Pressure/Vacuum Vent Cap Testing (Stage II)
 - 1.14.3.1. NHDES Recovery of Gasoline Vapors Env-Or 500 requires that all decommissioned Stage II sites must continue to comply with the pressure decay and PV vent cap pressure and vacuum testing requirements of Env-Or 505.10 through Env-Or 505.12 for all equipment that remains in place. Pressure decay and pressure/vacuum vent cap testing at State tank facilities shall be conducted in accordance with Env-Or 504.10 and manufacturer's recommendations. All testers shall be certified to perform the tests on Stage II systems and must verify that the vapor recovery equipment is functioning in accordance with the original design function and within manufacturer's requirements. The Contractor shall coordinate a schedule with the requesting Agency, such that the Agency will notify NHDES in writing at least seven (7) days prior to performing the test of the planned test date, test time.
- 1.14.4. Annual Stage I Maintenance Inspection Reporting
 - 1.14.4.1. Stage I inspection results for State vapor recovery systems shall be reported on NHDES' Yearly Maintenance Inspections of Vapor Recovery System for UST Gasoline Dispensing Facilities as appropriate, or another representative form that includes the information. The form shall be completed in its entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State Agency shall be provided within all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the inspection(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 500.
- 1.14.5. Stage I Testing Reporting
 - 1.14.5.1. Stage I testing results for State UST systems shall be reported as if a provision 3.3 test was performed using the respective form and also includes the information required by Env-Or 506.03(a-d). The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 500.
- 1.14.6. Pressure/Vacuum Vent Cap Testing Reporting
 - 1.14.6.1. Pressure/vacuum vent cap/Stage II test results for State UST Systems shall be reported on a NHDES' Stage II – System Testing Documentation Form, or another representative form. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of

Contractor Initials RT

Date 5/6/29

the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 500.

- 1.14.6.2. Any testing that results in the finding of an "Unusual Operating Condition" as defined in Env-Or 402.71, shall be reported to the State Agency by e-mail and telephone within twelve (12) hours of discovery. Refer to Section 02103 – Tightness Testing and Reporting, provision 3.7.5 Unusual Operating Conditions Specifications protocols for direction regarding this situation.

1.15. Section 02105 – Line Leak Detector Testing

1.15.1. Description

- 1.15.1.1. This section provides standard specifications and protocols for automatic line leak detector testing for pressurized UST piping. Line leak detector testing activities included in this section shall include all labor and materials required to conduct a complete leak detector test and preparation of State required reporting documentation.

1.15.2. Automatic Line Leak Detector Testing Specifications

- 1.15.2.1. NHDES Underground Storage Tank Facilities Env-Or 400 requires that all UST automatic line leak detectors be tested annually. Line leak detector testing at State facilities shall be conducted in accordance with Env-Or 406.09, and manufacturer's recommendations. All testers shall be properly trained and manufacturer certified to conduct testing and must verify that the line leak detector is functioning in accordance with the original design parameters and within manufacturer's requirements. Line Leak Detector restricts or stops the flow of the stored substance and triggers an audible or visual alarm upon detecting a leak at a rate equivalent to 3 gallons per hour at a pressure of 10 pounds per square inch line pressure;

- 1.15.2.1.1. Annual line leak detector tests shall verify, at a minimum, any failure indicated by a leak rate of greater than 3 gallons per hour at a pressure of 10 pounds per square inch line pressure within one hour; and

- 1.15.2.1.2. All audible and visual alarms designed to indicate a line leak detection are working as Designed.

1.15.3. 5.3. Reporting

- 1.15.3.1. The Contractor shall submit the qualifications of the technicians performing the leak monitor testing within three (3) days of an authorization to proceed and in all cases before beginning any work. Annual line leak detector test results for State UST systems shall be reported on NHDES' "Annual Line Leak Detector Test Form for Underground Storage Tank Systems", or another representative form that includes the information required by Env-Or 406.07, test locations, and test results. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are agreement with active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

5. USAGE REPORTING:

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

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract

- A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format

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 #2903-24 as described herein, and under the terms of this Contract.

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhacqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhacqs45jpyq5i45))/welcome.aspx).

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

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

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

8. CONFIDENTIALITY & CRIMINAL RECORD:

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

EXHIBIT C - METHOD OF PAYMENT

9. **CONTRACT PRICE:**

The Contractor hereby agrees to provide Underground Storage Tank Testing 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 \$988,704.48; 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 1.8.

10. **PRICING STRUCTURE:**

See Attachment I.

11. **CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:**

The services in the Offer Section include the services most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other services that relate to the categories represented herein from the successful Contractor's Balance of Product Line. All services ordered shall include all fuel and travel costs and be individually quoted by agencies for specific requests pertaining to emergency spill responses and above ground storage tank testing services, as specified above.

12. **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.

13. **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/trcasury>.

EXHIBIT D - RFB 2903-24

RFB #2903-24 is incorporated here within.

Contractor Initials BT

Date 5/20/24

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

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 GAFTEK, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on October 28, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 279961

Certificate Number: 0006677374



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

Corporate Bylaws

I, Amy Gaff, hereby certify that I am duly elected
(Printed First and Last Name)

Clerk/Secretary/Officer of GaffK, LLC. I hereby certify
(Name of Corporation)
the following is a true copy of the current Bylaws or Articles of Incorporation of the
Corporation and that the Bylaws or Articles of Incorporation authorize the following officers
or positions to bind the Corporation for contractual obligations.

Chief Executive Officer	President
_____	_____
<small>(list officer titles or position)</small>	<small>(list officer titles or position)</small>
_____	_____
<small>(list officer titles or position)</small>	<small>(list officer titles or position)</small>
_____	_____
<small>(list officer titles or position)</small>	<small>(list officer titles or position)</small>

I further certify that the following individuals currently hold the office or positions
authorized:
Burnham W. Gaff Jr. - Rod Thibodeau

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority **shall remain valid**
for ninety (90) days from the date of this certificate.

DATED: 4/30/24

ATTEST: 
(Signature)

BYLAWS
OF
GAFTEK, INC.

Pursuant to RSA 293-A:7.04, on April 18, 2017, the following Bylaws of Gaftek, Inc. ("the Corporation") were adopted by the Board of Directors of the Corporation, with the unanimous approval and consent of all shareholders of the Corporation.

ARTICLE I – OFFICES

The principal office of the Corporation in the State of New Hampshire shall be located in 2083 Dover Road, Epsom, New Hampshire 03234. The Corporation may have such other offices, either within or without the state of incorporation as the Board of Directors may designate or as the business of the Corporation may from time to time require.

ARTICLE II – SHAREHOLDERS

1. Annual Meeting

The annual meeting of the shareholders shall be held on the 1st day of May in each year, beginning with the year 2018 for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a Sunday or a legal holiday, such meeting shall be held on the next succeeding business day.

2. Special Meeting

Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, Board of Directors, or at the request of the holders of not less than ten (51%) percent of all the outstanding shares of the Corporation entitled to vote at the meeting and such holders deliver a signed and dated written demand(s) for the meeting, including the meeting's purpose, to the secretary of the Corporation.

3. Place of Meeting

The directors may designate any place, either within or without the state unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the directors. A Waiver of Notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the state, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, the place of meeting shall be the principal office of the Corporation.

4. Notice of Meeting

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, telephone, telegraph, teletype, facsimile, electronic mail or by any other form which is now or may in the future be permitted under the New Hampshire Business Corporations Act, by or at the direction of the President, or the secretary to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered five (5) days after deposit in the United States Mail, addressed to the shareholder at his/her address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid or one day following the date of transmission in the case of facsimiles, electronic mail, or overnight mail.

5. Closing of Transfer Books or Fixing of Record Date

For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the directors of the Corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, five (5) days. In lieu of closing the stock transfer books, the directors may fix in advance a date as the record date for such determination of shareholders, such date in any case to be not more than seventy (70) days and, in the case of a meeting of shareholders, not less than five (5) days prior to the date on which the particular action requiring such determination of shareholders is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive a payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

6. Quorum

At any meeting of shareholders, a majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than said number of the outstanding shares is represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

7. Voting Shares

There is one class of shares for the Corporation. Each shareholder shall be entitled to one vote per share.

8. Voting of Shares by Certain Holders

Shares held by a Trustee, administrator, executor, guardian or conservator may be voted by him without a transfer of such shares into his/her name.

9. Order of Business

The order of business at all meetings of the shareholders shall be as follows:

- A. Roll call
- B. Proof of Notice of Meeting or Waiver of Notice
- C. Reading of Minutes of Preceding Meeting
- D. Reports of Directors
- E. Election of Directors (if applicable)
- F. Unfinished Business
- G. New Business

10. Informal Action by Shareholders

Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting or any prior notice if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III – BOARD OF DIRECTORS

1. General Powers

The business and affairs of the Corporation shall be managed by its Board of Directors. The directors shall, in all cases, act as a Board and they may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they may deem proper, which shall not be inconsistent with these By-Laws and the laws of this State. Each director shall discharge his/her duties as a director and as a member of a committee, if applicable, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner s/he reasonably believes to be in the best interests of the Corporation. A director is not liable for any action taken as a director, or any failure to take any action, if s/he performed the duties of his/her office in compliance with NH RSA 293-A:8.30.

2. Number, Tenure and Qualifications

The number of directors of the Corporation shall not be less than one (1) nor exceed seven (7). Each director shall hold office until the next annual meeting of shareholders and until his/her successor shall have been elected and qualified by the shareholders. Each director shall be (a) mentally competent and (b) over the age of 18. The number of the directors of the Corporation shall be increased only by vote of the shareholders at a regular or special meeting. The Chief Executive Officer shall have the authority to appoint an additional director at any time in their absolute discretion.

3. Regular Meeting

A regular meeting of the directors shall be held without other notice than this By-Law immediately after, and at the same place as, the annual meeting of the shareholders. The directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

4. Special Meeting

Special meetings of the directors may be called by or at the request of the President or any director. The person or persons authorized to call special meetings of the directors may fix the place for holding any special meeting of the directors called by them. All meetings may be held in person, via telephone, via video conferencing, or by any other means of communication by which all directors participating may simultaneously hear each other during the meeting.

5. Notice

Notice of any special meeting shall be given to the directors at least ten (10) days previously thereto by written notice delivered personally or by mail, telephone, telegraph, teletype, facsimile, electronic mail or by any other form which is now or may in the future be permitted under the New Hampshire Business Corporations Act. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. If notice be given by facsimile or electronic mail, such notice shall be deemed to be delivered when the sender receives confirmation of a successful facsimile or email transmission. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to holding the meeting or the transaction of any business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

6. Quorum

At any meeting of directors, a majority of the directors shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

7. Manner of Acting

(a) The affirmative vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the directors.

(b) Unless the Articles of Incorporation provide otherwise, any or all directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

8. Deadlock

In the event the directors have a deadlock, the vote of the Chairman of the Board of Directors shall act as the tie-breaking vote. "Deadlock" will be deemed to exist whenever a resolution requiring a majority vote for passage is submitted to a vote of the directors at a meeting called in conformity with these By-Laws and the applicable state laws and the requisite majority to pass or defeat the resolution is not obtained.

9. Newly Created Directorships and Vacancies

Newly created directorships, other than those created as a result of the appointment by the CEO, resulting from an increase in the number of directors and vacancies occurring in the Board for any reason, shall be filled by vote of the shareholders at a regular or special meeting. A director elected to fill a vacant directorship shall be elected to hold office for the unexpired term of his/her predecessor.

10. Removal of Directors

Directors may be removed with or without cause only by vote of the shareholders and only at a duly noticed meeting of the shareholders called for the purpose of removing such director.

11. Resignation

A director may resign at any time by giving written notice to the Board, the President, and the secretary of the Corporation. Unless otherwise specified in the notice, the resignation of such director shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

12. Compensation

No compensation shall be paid to directors, as such, for their services, but by resolution of the Board a fixed sum and expenses for actual attendance at each regular or special meeting of the Board may be authorized. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

13. Action Without a Meeting

Unless otherwise provided by law, any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting or any prior notice if a consent in writing, setting forth the action so taken, shall be signed by all of the Board of Directors entitled to vote on such matter.

ARTICLE IV – OFFICERS

1. Number

The officers of the Corporation shall consist of one or more Chief Executive Officer, a President, a Chief Financial Officer, and a Secretary, each of whom shall be appointed by the directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors or the CEO. Any one individual may hold multiple offices.

Each officer with discretionary authority shall discharge his/her duties under such authority in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner s/he reasonably believes to be in the best interests of the Corporation. An officer is not liable for any action taken as an officer, or any failure to take any action, if s/he performed the duties of his/her office in compliance with NH RSA 293-A:8.42.

2. Appointment and Term of Office

The officers of the Corporation to be appointed by the directors shall be appointed annually at the first meeting of the directors held after each annual meeting of the shareholders. Each officer shall hold office until his/her successor shall have been duly elected and qualified or until his/her death, resignation, or removal from office in the manner hereinafter provided.

3. Removal

Any officer elected or appointed by the directors may be removed by a majority of the directors whenever in their judgment the best interests of the Corporation would be served thereby, but such removal shall not affect and shall be without prejudice to the contract rights, if any, of the officer so removed.

4. Vacancies

A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the directors for the unexpired portion of the term.

5. Chief Executive Officers

The Chief Executive Officers ("CEOs") shall be the chief executive officer of the corporation and shall be in general charge of its business and affairs, subject to the control of the Board of Directors. The CEOs shall preside at all meetings of the shareholders and Board of Directors. The CEOs may execute on behalf of the corporation all contracts, agreements, stock certificates and other instruments, including all contracts, agreements and instruments calling for the signature of the chief executive officer of the corporation. The CEOs shall from time to time report to the Board of Directors all matters within the CEOs' knowledge affecting the corporation which should be brought to the attention of the Board. The CEOs may vote all shares of stock in other corporations or membership interests of any LLC owned by the corporation and shall be empowered to execute proxies, waivers of notice, consents and other instruments in the name of the corporation with respect to such stock or interest. The CEOs may delegate in writing to other officers or employees the authority to execute certain documents, agreements, instruments and certificates on behalf of the corporation. The CEOs shall perform such other duties as may be required by the Board of Directors.

6. President

In the absence of the CEOs, or in the event of the CEOs' death, inability or refusal to act, the President shall perform the duties of the CEOs, and when so acting, shall have all of the powers of and be subject to all restrictions upon the CEOs. The President shall be the chief operating officer of the corporation and shall have general supervision, direction and control of the business and the officers of the corporation, subject to the control of the CEOs and the Board of Directors. The President shall have the general powers and duties of management usually vested in the office of President of a corporation and may execute on behalf of the corporation all contracts, agreements, stock certificates and other instruments, including all contracts, agreements and instruments calling for the signature of the President of the corporation. The President may vote all shares of stock in other corporations or membership interests of any LLC owned by the corporation and shall be empowered to execute proxies, waivers of notice, consents and other instruments in the name of the corporation with respect to such stock or interest. The President may delegate in writing to other officers or employees the authority to execute certain documents, agreements, instruments and certificates on behalf of the corporation. The President shall perform such other duties as may be required by the CEOs or the Board of Directors.

7. Chief Financial Officer

If required by the directors, the Chief Financial Officer ("CFO") shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the directors shall determine. S/he shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with these By-Laws; and in general perform all of the duties as from time to time may be assigned to him/her by the CEOs, the President, or by the directors.

8. Secretary

The secretary shall keep the minutes of shareholders' and of the directors' meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-Laws or as required, be custodian of the corporate records and of the seal of the Corporation, keep a register of post office addresses of each shareholder which shall be furnished to the secretary by such shareholder, have general charge of the stock transfer books of the Corporation, and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him/her by the CEOs, the President or by the directors.

9. Salaries

The salaries of the officers shall be fixed from time to time by the directors and no officer shall be prevented from receiving such salary by reason of the fact that s/he is also a director of the Corporation.

ARTICLE V – CONTRACTS, LOANS, CHECKS AND DEPOSITS

1. Contracts

The directors may authorize any officer(s) or agent(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

2. Loans

No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.

3. Checks, Drafts, etc.

All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer(s) or agent(s) of the Corporation and in such manner as shall from time to time be determined by resolution of the directors.

4. Deposits

All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the directors may select.

ARTICLE VI – CERTIFICATES FOR SHARES AND THEIR TRANSFER

1. Certificates for Shares

Certificates representing shares of the Corporation shall be in such form as shall be determined by the directors. Such certificates shall be signed by either CEO and by the Treasurer. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the shareholder, the number of shares and date of issue shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the Corporation as the directors may prescribe.

2. Transfer of Shares

A. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto and cancel the old certificate. Every such transfer shall be entered on the transfer book of the Corporation which shall be kept at its principal office.

B. The Corporation shall be entitled to treat the holder of record of any share as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person whether or not it shall have the express or other notice thereof, except as expressly provided by the laws of the State.

3. Issuance of Shares

The directors are authorized to issue shares for consideration consisting of cash, promissory notes, or other securities. The directors are authorized to determine the amount of consideration for the issuance of any such shares. The directors are hereby authorized to execute Employee Stock Ownership Plans and are authorized to issue shares in accordance with the terms of such plans.

ARTICLE VII – FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January in each year.

ARTICLE VIII – DIVIDENDS

The directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law. No

dividends shall be paid if such payment would render the Corporation unable to pay its debts as they become due in the usual course of business, or would cause the total assets of the Corporation to be less than the sum of its total liabilities if the Corporation were to be dissolved at the time of payment of the dividend.

ARTICLE IX – WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any shareholder or director of the Corporation under the provisions of these By-Laws or under the provisions of the Articles of Incorporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X – MANDATORY INDEMNIFICATION

The Corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which s/he was a party because s/he is or was a director of the Corporation against reasonable expenses, including attorneys' fees, incurred by him/her in connection with such proceeding. This mandatory indemnification shall apply to any officer of the Corporation who is not also a director.

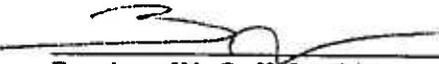
ARTICLE XIII – AMENDMENTS

The By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a vote of the shareholders representing a majority of all shares issued and outstanding at any annual shareholders' meeting or at any special shareholders' meeting when the proposed amendment has been set out in the notice of such meeting.

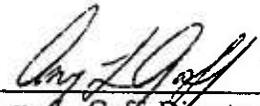
[SIGNATURE PAGE TO FOLLOW]

Duly adopted this 13 day of April, 2017 by the Corporation's Board of Directors.

Dated: 04/13/17


Burnham W. Gaff, Jr., Director

Dated: 4/13/17


Amy L. Gaff, Director

On this day of _____ day of _____, 2017, the undersigned, being all of the shareholders of Gaftek, Inc. consented to, authorized, and otherwise approved of the passage of these Bylaws of Gaftek, Inc.

Burnham W. Gaff, Jr. 2015 Revocable Trust, as Shareholder of Gaftek, Inc.

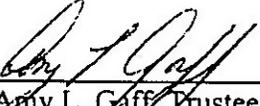
By: 
Burnham W. Gaff, Jr. Trustee
Duly Authorized

Date: 04/13/17

By: 
Amy L. Gaff, Trustee
Duly Authorized

Date: 4/13/17

Amy L. Gaff 2015 Revocable Trust, as Shareholder of Gaftek, Inc.

By: 
Amy L. Gaff, Trustee
Duly Authorized

Date: 4/13/17

By: 
Burnham W. Gaff, Jr. Trustee

Date: 04/13/17



**NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES**

REQUEST FOR BID FOR UNDERGROUND STORAGE TANK TESTING SERVICES

2903-24

DUE DATE: 4/26/2024 11:00:00 AM (EASTERN TIME)

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STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER 25

1. PURPOSE:

- 1.1. The purpose of this bid invitation is to establish a contract for Underground Storage Tank Testing Services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.
- 1.2. The scope of services is vital to read and acknowledge, as it has the specific codes and laws to abide by. Dismissing of the scope of services does not allow the vendor to bypass any of the laws and regulations.
- 1.3. The State of New Hampshire has hundreds of Underground Storage Tanks that need to be tested multiple times a year. Some of these small services are conducted by agency personnel; however, according to DES, specific tests need to be conducted by certified professionals.
- 1.4. Aboveground Storage Tanks (AST) will not be required for this contract; however, if the awarded Vendors are certified to conduct testing on those tanks, they will be utilized for additional purchases under the "Balance of Product Line Services" before sourcing off contract vendors.

2. INSTRUCTIONS TO VENDOR:

- 2.1. Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and sign the bid transmittal letter.

3. BID SUBMITTAL:

- 3.1. All bids shall be submitted on this form (or an exact copy), shall be typed, or clearly printed in ink, and shall be received on or before the date and time specified on paragraph 7 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.
- 3.2. IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

4. BID INQUIRIES:

- 4.1. Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.
- 4.2. Questions shall be submitted by email to James Poulin at James.M.Poulin@DAS.NH.Gov.
- 4.3. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

5. BID DUE DATE:

- 5.1. All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.
- 5.2. All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

6. ADDENDA:

- 6.1. In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is: <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

7. TIMELINE:

- 7.1. The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

Bid Solicitation distributed on or by:	4/5/2024
Last day for questions, clarifications, and/or requested changes to bid:	4/23/2024
Bid Closing (Eastern Time):	4/26/2024 11:00:00 AM

Bidder Initials *MB*
 Date 4/26/24

8. TERMS OF SUBMISSION:

- 8.1. All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.
- 8.2. A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.
- 8.3. A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.
- 8.4. Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.
- 8.5. The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.
- 8.6. CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.
- 8.7. Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

9. CONTRACT TERM:

- 9.1. The term of the contract shall commence on June 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through May 31, 2029, a period of approximately five (5) years.
- 9.2. The Contract may be amended, by agreement of the parties, without further approval needed by the executive council if the price limitation is unchanged or decreased as a result of the new or deleted location.
- 9.3. The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive Council.

10. CONTRACT AWARD:

- 10.1. The award shall be made to the Vendors meeting the criteria established in this RFB and providing the lowest cost per county section. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All awards shall be, in the form of a State of New Hampshire Contracts.
- 10.2. Successful Vendors shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

11. NOTIFICATION AND AWARD OF CONTRACT(S):

- 11.1. Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).
- 11.2. Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.
- 11.3. For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

12. LIABILITY:

- 12.1. The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

13. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

- 13.1. Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.
- 13.2. Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

- 13.3. If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment, or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment, or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.
- 13.4. Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.
- 13.5. If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 13.6. By submitting a proposal, Bidders acknowledge and agree that:
- 13.6.1. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- 13.6.2. The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- 13.6.3. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.
14. **TERMINATION:**
- 14.1. The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.
15. **VENDOR CERTIFICATIONS:**
- 15.1. All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.
- 15.2. **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>).
- 15.3. **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>.
- 15.4. **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- 15.5. **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

16. BID PRICES:

- 16.1. Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.
- 16.2. Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".
- 16.3. Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

17. AUDITS AND ACCOUNTING:

- 17.1. The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.
- 17.2. At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

18. ACCOUNT REPRESENTATIVE:

- 18.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 72 hours of initial contact or the third business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:
 - 18.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
 - 18.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

19. ESTIMATED USAGE:

- 19.1. The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

20. USAGE REPORTING:

- 20.1. The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Bureau of Procurement Services, James Poulin and sent electronic to James.M.Poulin@DAS.NH.Gov. At a minimum, the Report shall include:
 - 20.1.1. Contract Number
 - 20.1.2. Utilizing Agency and Eligible Participant
 - 20.1.3. Services Purchased (showing test type according to offer sheet, quantity and the final cost.)
 - 20.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - 20.1.4.1. Percentage of recycled materials contained within finished products
 - 20.1.4.2. Percentage of waste recycled throughout the manufacturing process
 - 20.1.4.3. Types and volume of packaging used for transport
 - 20.1.4.4. Any associated material avoided and/or recycled as applicable under contract
 - 20.1.4.5. A standardized reporting form will be provided after contract award
 - 20.1.5. Total Cost of all Services Purchased. Ability to sort by agency/eligible participant.

20.1.6. In Excel format

21. ESTABLISHMENT OF ACCOUNTS:

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

22. ELIGIBLE PARTICIPANTS:

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

23. PAYMENT:

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

24. INVOICING:

24.1. Invoices shall be submitted to the corresponding State agency after completion of work.

25. TERMS OF PAYMENT:

25.1. Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding services to the State's satisfaction.

25.2. The Vendor shall provide prompt payment discounts offered for invoice payments prior to the State's standard 30-day due date for payments. Orders \$10,000.00 and above will receive a 0.50% discount off invoice.

25.3. When calculating discount, should there be any error in the invoice, the date of payment is calculated upon the date of the corrected invoice.

Payment Time	Discount %
30 Days	Standard Payment Terms
Within 20 Days	0.25%
Within 10 Days	0.50%

26. VENDOR RESPONSIBILITY:

26.1. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

26.2. All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

26.3. It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

26.4. The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

26.5. It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

26.6. In preparation of a bid response, the prospective Vendor shall:

26.6.1. Provide pricing information as indicated in the "Offer" section; and

26.6.2. Provide all other information required for the bid response (if applicable); and

26.6.3. Complete the "Vendor Contact Information" section; and

26.6.4. Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

- 26.7. It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.
- 26.8. 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.
- 26.9. 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://www.das.nh.gov/purchasing/vendorresources.aspx>.

27. IF AWARDED A CONTRACT:

- 27.1. The successful Vendor shall complete the following sections of Appendix A (Agreement State of New Hampshire Form #P-37):
 - Section 1.3 Contractor Name
 - Section 1.4 Contractor Address
 - Section 1.11 Contractor Signature
 - Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)
- 27.2. Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- 27.3. Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- 27.4. If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

28. SPECIFICATIONS:

- 28.1. Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

29. SITE VISITATION:

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

30. SCOPE OF SERVICES:

- 30.1. Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 30.2. The Vendors will work on an on-call basis and will be available to provide work schedules to the State within five (5) business days of the request and test equipment as outlined in Sections 02101 through 02103 within fifteen (15) days of this request.
- 30.3. All work performed under this contract shall be conducted in accordance with the State of New Hampshire, Department of Environmental Services ("NHDES") Underground Storage Tank Facilities (Env-Or 400), Recovery of Gasoline Vapors (Env-Or 500), and other applicable Federal and State regulations (or latest versions). All tasks described herein shall be completed by International Code Council ("ICC") certified testers, as appropriate. The Vendor shall provide a list of all certifications and certified personnel (name, ICC#, etc.) intended to work under this RFB for approval by the State. Only personnel on the State approved list can perform work under this RFB. New personnel and sub-contractors can be added to the approved list only with prior written approval by the State.
- 30.4. The Vendor shall submit to the State a written health and safety program manual within twenty-one (21) days of the award. This program manual shall include, but not necessarily limited to, company safety policies, safe work practices, emergency procedures and contact information, standard forms and checklists, and recent company safety statistics. These statistics shall include the Vendor's most recent Experience Modification Rate ("EMR") and Total Recordable Incident Rate ("TRIR").
- 30.5. If the Vendor's reported EMR or TRIR are significantly higher than industry averages, the State reserves the right to require the Vendor submit additional safety information or put additional safety procedures in place while working on State projects.
- 30.6. In addition, the Vendor shall prepare a project specific site Health and Safety Plan ("HASP"). When applicable, the HASP shall be prepared in accordance with Occupational Safety and Health Administration ("OSHA") requirements. The plan shall include all State site specific safety policies and procedures. All Vendor site personnel will be required to read and sign the HASP. The plan shall include, but not be limited to, the following:
 - 30.6.1. All applicable safety rules and regulations;

- 30.6.2. Site and task specific emergency procedures; and
- 30.6.3. The use of equipment and procedures for testing to ensure a vapor-free working environment.
- 30.7. The Vendor shall conduct and document daily safety meetings. Safety rules may not cover every job situation. Good judgment by the Vendor will dictate any additional precautions as necessary.
- 30.8. The Vendor shall be knowledgeable in the mechanical and electrical operation of fuel transfer and dispensing equipment and be responsible for taking appropriate safety precautions before beginning any work on fuel systems, to include but not limited to the following fire code requirements:
 - 30.8.1. Shut off all electrical power to dispensing devices, the pump servicing the dispenser, and to all associated control circuits at the main electrical disconnect;
 - 30.8.2. Close the emergency shutoff valve for the product line below the dispense;
 - 30.8.3. Relieve the pressure on the dispenser by depressing the nozzle trigger and emptying residual hose contents into a safety container; and
 - 30.8.4. Prevent all vehicle traffic and unauthorized persons from coming within twenty (20) feet of the dispensing device(s).
- 30.9. The Vendor shall provide, erect, and maintain all necessary barricades for safety and protection of pedestrian and vehicular traffic during construction involving excavations, holes, electrical equipment, pumps, piping, tanks, etc.
- 30.10. The Vendor shall be responsible for the removal of any waste products generated during the testing process, in accordance with State and Federal regulations. The Vendor shall contact the State Agency to discuss waste disposal options should any residual fuels or sludge be generated as part of the work. No waste fuel shall be disposed of until a determination has been made regarding the appropriate disposal method.
- 30.11. **Section 02101 – Annual Leak Monitoring Testing**
 - 30.11.1. Description
 - 30.11.1.1. This section provides standard specifications and protocols for conducting annual leak monitor testing for underground storage tank (UST) systems with secondary containment.
 - 30.11.2. Testing Specifications
 - 30.11.2.1. NHDES Underground Storage Tank Facilities Env-Or 400 requires that all UST monitoring equipment be tested annually. Tank leak monitor testing at State facilities shall be conducted in accordance with Env-Or 406.13, and manufacturer's recommendations. All testers shall be properly trained and manufacturer certified to conduct testing and must verify that the leak monitoring equipment is functioning in accordance with the original design parameter and within manufacturer's requirements.
 - 30.11.3. Annual leak monitor tests shall verify, at a minimum, the following conditions:
 - 30.11.3.1. Leak monitor console assignments are correctly programmed and labeled. Included shall be verification that the NHDES required sensor or probe legend is posted at the monitoring console and correct;
 - 30.11.3.2. Tank and piping sensors or probes are present and positioned in accordance with manufacturer's requirements;
 - 30.11.3.3. Brine level in the interstitial space is within the manufacturer's operating range (if applicable);
 - 30.11.3.4. All secondary containment is free of debris, water, and regulated substance;
 - 30.11.3.5. All sensors or probes are in good condition, inspected, manually tested, confirmed operational;
 - 30.11.3.6. Audible alarms are present and operational;
 - 30.11.3.7. Visual alarms are present and operational. Where installed, the proper operation of remote annunciator strobe lights shall be verified;
 - 30.11.3.8. Verify that the communication system, for example a modem, is operational for leak monitoring systems and will relay alarms to appropriate personnel and/or remote location(s) (if applicable); and
 - 30.11.3.9. All secondary containment is continuously monitored (if applicable).
 - 30.11.4. Reporting
 - 30.11.4.1. The Vendor shall submit the qualifications of the technicians performing the leak monitor testing within three (3) days of an authorization to proceed and in all cases before beginning any work. Annual leak monitoring test results for State UST systems shall be reported on NHDES' "Annual Leak Monitoring

and Overfill Protection Test Form for Underground Storage Tank Systems”, or another representative form that includes the information required by Env-Or 406.07. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Vendor shall confirm that the tank numbers reported on these forms are in agreement with active tank numbers as they are recorded in NHDES’ One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

30.11.4.2. Any testing that results in the finding of an “Unusual Operating Condition” as defined in Env-Or 402.71, shall be reported to the State Agency by e-mail and telephone within twelve (12) hours of discovery.

30.12. Section 02102 – Overfill Prevention Device Testing

30.12.1. Description

30.12.1.1. This section provides standard specifications and protocols for conducting overfill prevention device testing for UST systems.

30.12.2. Testing Specifications

30.12.2.1. NHDES Underground Storage Tank Facilities Env-Or 400 requires that all UST overfill prevention devices be tested triennially. Overfill prevention device testing at State tank facilities shall be conducted in accordance with Env-Or 406.11, and manufacturer’s recommendations. All testers shall be properly trained and manufacturer certified to conduct testing and must verify that the overfill prevention device is functioning in accordance with the original design parameters and within manufacturer’s requirements.

30.12.2.2. Overfill prevention device tests shall verify, at a minimum, the following conditions:

- 30.12.2.2.1. Overfill model number and manufacturer’s name;
- 30.12.2.2.2. Test results;
- 30.12.2.2.3. The overfill console, if equipped, is correctly programmed and labeled;
- 30.12.2.2.4. The overfill device tank sensor/probe is positioned in accordance with the activation height requirements of Env-Or 405.06 (c), and manufacturer’s requirements.
- 30.12.2.2.5. The overfill device sensor/probe was visually inspected and confirmed operational by manually simulating an overfill condition per NHDES’s rules and manufacturer’s requirements;
- 30.12.2.2.6. The audible alarm, if equipped, is operational and can be heard by delivery person; and
- 30.12.2.2.7. The visual alarm, if equipped, is operational and can be seen by delivery person.

30.12.3. Reporting

30.12.3.1. The Vendor shall submit the qualifications of the technicians performing the overfill prevention device testing within three (3) days of an authorization to proceed and in all cases before beginning any work. Overfill prevention device test results for State UST systems shall be reported on a NHDES’ form or another representative form that includes the information required by Env-Or 406.07. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Vendor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES’ One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400. Testing that results in the finding of a overfill prevention device failure, shall be reported to the State Agency by e-mail or telephone within twelve (12) hours of discovery.

30.13. Section 02103 – Tightness Testing and Reporting

30.13.1. Description

30.13.1.1. This section provides standard specifications and protocols for tightness testing UST, piping – primary and/or secondary, containment sumps*, and spill containment at State facilities. Tightness testing activities included in this section shall include all labor and materials required to conduct a complete tightness test and preparation of State required reporting documentation.

- 30.13.1.2. The "Containment Sump" may also be referred to as a sump, piping sump, transition sump, intermediate sump, dispenser sump, under dispenser sump, under dispenser containment, or piping vault.
- 30.13.2. General Tightness Testing Specifications
- 30.13.2.1. Specific NHDES citations for tightness testing listed in 02103-3.3 through 02103-3.7 shall apply to the test(s) required until an unusual operating condition appears and/or is detected, or a tightness test failure occurs then any further testing shall be done in accordance with section 3.7.5 below. Tightness testing for a UST system or system component(s) shall be in accordance with NHDES Underground Storage Tank Facilities Env-Or 406, and manufacturer's requirements. A failed tightness test requires the Vendor to follow Env-Or 406.14 and perform the proper notifications.
- 30.13.3. Tank Tightness Testing Specifications, to include all piping
- 30.13.3.1. The Vendor shall conduct tank tightness testing in accordance with NHDES Underground Storage Tank Facilities Env-Or 406.17 and manufacturer's requirements, or other approved test method. Tank tightness shall be conducted by a manufacturer certified technician in accordance with State regulations. The Vendor shall maintain current certifications and shall supply the State with copies of manufacturer certifications upon award of this contract.
- 30.13.3.2. Prior to conducting tank tightness testing, the Vendor shall isolate the tank from the systems piping. Tank tightness tests shall be capable of detecting a system leak rate of at least 0.10 gallon per hour with a probability of detection of 0.95 and probability of false alarm of 0.05. A test result of 0.10 gallon per hour or greater shall indicate a tank tightness test failure. In the event that a tank fails tightness testing, the Vendor shall notify the State Agency immediately.
- 30.13.3.3. The Vendor shall use the following recommended testing protocols, unless alternative protocols are approved by the State:
- 30.13.3.3.1. Unleaded Gasoline – the pressure decay test is acceptable as specified in Env-Or 504.10(a)(2) and Env-Or 504.10(b);
- 30.13.3.3.2. Diesel – shall use a test method as specified in Env-Or 406.11, an Estabrook tightness test is recommended
- 30.13.4. Piping Tightness Testing Specifications, no tank testing involved
- 30.13.4.1. The Vendor shall conduct piping tightness testing in accordance with NHDES Underground Storage Tank Facilities Env-Or 405.16, and manufacturer's requirements, or other approved test method. Piping tightness testing shall be conducted by a manufacturer certified technician in accordance with State regulations. The Vendor shall maintain current certifications and shall supply the State Agency with copies of manufacturer certifications upon award of this contract.
- 30.13.4.2. Prior to conducting UST piping tightness testing, the Vendor shall isolate the piping from the tank and, if applicable, the dispensers. Piping tightness shall be capable of detecting a system leak rate of at least 0.10 gallon per hour at 1.5 times the operating pressure. Piping tightness testing shall be conducted with a probability of leak detection of 0.95 and a probability of false alarm of 0.05. A test result of 0.10 gallon per hour or greater shall indicate a piping tightness test failure. In the event that a piping line fails tightness testing, the Vendor shall notify the State agency immediately.
- 30.13.4.3. Prior to conducting UST piping tightness testing, the Vendor shall isolate the piping from the tank and, if applicable, the dispensers. Piping tightness shall be conducted in accordance with NFPA 30 for all piping that is underground.
- 30.13.5. Sump Tightness Testing Specifications
- 30.13.5.1. The Vendor shall conduct sump tightness in accordance with NHDES Underground Storage Tank Facilities Env-Or 406.14 and Env-Or 406.15 and manufacturer's recommendations, or other approved test method. Sump tightness testing shall be conducted by a certified tank installer in accordance with State regulations. The Vendor shall maintain current tank installer certifications and shall supply the State with copies of the certifications upon award of this contract.
- 30.13.5.2. When conducting a hydrostatic sump tightness test, the Vendor shall fill the sump with an approved testing liquid to a level that is within one (1) inch of the top of the sump. The Vendor shall record liquid level measurements in accordance with manufacturer's recommendations for a minimum of three (3) hours. Piping sumps shall be tested without the sensors being submerged for an extended period of time. A loss of any amount of liquid from the sump during the test shall be considered a tightness failure. In

the event that a tank sump fails hydrostatic tightness testing, the Vendor shall notify the State Agency immediately.

30.13.5.3. When conducting a vacuum sump tightness test, the Vendor shall clean inside of sump and ensure it is completely dry, ensure manway lid connection is tight and all pipework is sealed. If the chamber is bolted to a tank up-stand, ensure the bolts are tightened to the correct torque. Sumps shall be tested to manufacturer's specifications for vacuum testing. All sumps actively in use (product in the tank and the site is pumping fuel) shall be vented from a minimum of ten (10) minutes before the vacuum test can begin. A loss of any amount of vacuum from the sump and/or vacuum monitoring equipment indicates a test failure during the test and shall be considered a tightness failure. In the event that a tank sump fails vacuum tightness testing, the Vendor shall notify the State Agency immediately.

30.13.6. Spill Containment Integrity Testing Specifications

30.13.6.1. The Vendor shall conduct spill containment integrity tightness testing for all spill containment equipment with or without secondary containment and leak monitoring in accordance with NHDES Underground Storage Tank Facilities Env-Or 406.12 and manufacturer's requirements, or other approved testing method. Spill containment integrity testing shall be conducted by a certified tank installer in accordance with State regulations. The Vendor shall maintain current tank installer certifications and shall supply the State with copies of the certifications upon award of this contract.

30.13.6.2. When conducting a spill containment integrity test, the Vendor shall fill the spill containment/bucket with an approved testing liquid to a level that is to the top of the spill bucket. The Vendor shall record liquid level measurements in accordance with manufacturer's recommendations for a minimum of one (1) hour. A loss of any amount of liquid from the spill bucket during the test shall be considered an integrity failure.

30.13.7. Reporting

30.13.7.1. The Vendor shall submit the qualifications of the technicians performing the tightness testing with three (3) days of an authorization to proceed and in all cases before beginning any work. The Vendor shall provide the State with results/testing documentation no than fifteen (15) days after the test was conducted. Testing reports shall be prepared in accordance with Env-Or 406.07 and shall include at a minimum the following:

- 30.13.7.1.1. Facility name, location, and registration number;
- 30.13.7.1.2. Test type and tanks or systems tested;
- 30.13.7.1.3. Testing procedures and duration time;
- 30.13.7.1.4. Copies of field technician's testing records;
- 30.13.7.1.5. Testing completion date and time; and
- 30.13.7.1.6. Test results signed by the certified technician that performed the work.

30.13.8. Tank Tightness Testing Reporting

30.13.8.1. Tank tightness test results for State UST systems shall be reported on a NHDES' Tank and Piping Tightness Testing Form for UST Systems, or another representative form that includes the information required by Env-Or 406.07. The forms shall be completed in their entirety and ready for submittal to NHDES. The Vendor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

30.13.9. Piping Tightness Testing Reporting

30.13.9.1. Piping tightness test results for State UST systems shall be reported on a NHDES Tank and Piping Tightness Testing Form for UST Systems, or another representative form that includes the information required by Env-Or 406.07. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Vendor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified and Information System. The State shall be provided with all forms signed by the certified and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within

fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

30.13.10. Sump Tightness Testing

30.13.10.1. Sump tightness test results for State UST systems shall be reported on a NHDES Triennial Containment Sump Integrity Test Form for Underground Storage Tank Systems form, or another representative form that includes the information required by Env-Or 406.14 (f). The forms shall be completed in their entirety and ready for submittal to the NHDES. The Vendor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

30.13.11. Spill Containment Integrity Testing

30.13.11.1. Spill containment integrity tightness test results for State UST systems shall be reported on a NHDES Triennial Spill Containment Integrity Test Form for Underground Storage Tank Systems form, or another representative form that includes the information required by Env-Or 406.12(i). The forms shall be completed in their entirety and ready for submittal to the NHDES. The Vendor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

30.13.11.2. Testing that results in the finding of a spill containment failure, shall be reported to the State Agency by e-mail or telephone within twelve (12) hours of discovery.

30.13.12. Unusual Operating Conditions

30.13.12.1. Any testing that results in the finding of an "Unusual Operating Condition" as defined in Env-Or 402.71 shall be reported to the State Agency by e-mail or telephone within twelve (12) hours of discovery.

30.13.12.2. Examples of unusual operating conditions (Env-Or 406.04(b)) shall include but are not limited to:

- 30.13.12.2.1. Erratic behavior of dispensing equipment, the stage I system or stage II system, or overfill protection equipment;
- 30.13.12.2.2. Water gain or loss in a tank, sump, or system component that might indicate a problem with system tightness;
- 30.13.12.2.3. A monitoring system indicates that a leak might have occurred;
- 30.13.12.2.4. Petroleum vapors or vapors of a hazardous substance are detected near the UST system;
- 30.13.12.2.5. The UST vent stack, is bent or angled from the vertical position;
- 30.13.12.2.6. Visual evidence of system component deterioration is present;
- 30.13.12.2.7. The UST system is overfilled; and
- 30.13.12.2.8. Any other evidence that a UST system is not liquid or vapor tight.

30.13.12.3. Once an unusual operating condition is discovered all testing will stop on the particular UST system, the system will be returned to pre-testing condition, and the State Agency shall be notified of the issue(s). The Contractor shall report the issue(s) on the correct form and submit to the State Agency, along with an invoice for the standard testing fee associated with the testing when the discovery occurred. If subsequent testing is necessary after suitable repairs have been made, then it is incumbent on the State Agency to re-engage for follow-up testing per the stated contract.

30.14. Section 02104 – Stage I and Stage II Inspection and Testing

30.14.1. Annual Stage I Maintenance Inspection

30.14.1.1. NHDES Recovery of Gasoline Vapors Env-Or 500 requires that all Stage I equipment be inspected annually. Stage I inspections at State UST facilities shall be conducted in accordance with Env-Or 504.06 and manufacturer's recommendations. All inspectors shall be properly trained in Stage I systems

and must verify that the vapor recovery equipment is functioning in accordance with the original design function and within manufacturer's requirements.

30.14.2. Stage I Testing Specifications

30.14.2.1. NHDES Recovery of Gasoline Vapors Env-Or 500 requires that all Stage I equipment must be tested when two (2) monthly maintenance inspections have not been completed, the annual maintenance inspection has not been completed or the Stage I system is not operating properly. Stage I testing at State UST facilities shall be conducted in accordance with Env-Or 504.07 & Env-Or 504.08 and manufacturer's recommendations. All testers shall be certified to perform the tests on Stage I systems and must verify that the vapor recovery equipment is functioning in accordance with the original design function and within manufacturer's requirements. The Vendor shall coordinate a schedule with the requesting Agency, such that the Agency will notify NHDES at least seven (7) working days prior to performing the test of the planned test date, test time.

30.14.2.2. All Stage I Testing will follow Section 02103 – Tightness Testing and Reporting, provision 3.3 Tank Tightness Testing Specifications protocols and be invoiced as if a provision 3.3 test was performed.

30.14.3. Pressure Decay and Pressure/Vacuum Vent Cap Testing (Stage II)

30.14.3.1. NHDES Recovery of Gasoline Vapors Env-Or 500 requires that all decommissioned Stage II sites must continue to comply with the pressure decay and PV vent cap pressure and vacuum testing requirements of Env-Or 505.10 through Env-Or 505.12 for all equipment that remains in place. Pressure decay and pressure/vacuum vent cap testing at State tank facilities shall be conducted in accordance with Env-Or 504.10 and manufacturer's recommendations. All testers shall be certified to perform the tests on Stage II systems and must verify that the vapor recovery equipment is functioning in accordance with the original design function and within manufacturer's requirements. The Vendor shall coordinate a schedule with the requesting Agency, such that the Agency will notify NHDES in writing at least seven (7) days prior to performing the test of the planned test date, test time.

30.14.4. Annual Stage I Maintenance Inspection Reporting

30.14.4.1. Stage I inspection results for State vapor recovery systems shall be reported on NHDES' Yearly Maintenance Inspections of Vapor Recovery System for UST Gasoline Dispensing Facilities as appropriate, or another representative form that includes the information. The form shall be completed in its entirety and ready for submittal to the NHDES. The Vendor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State Agency shall be provided within all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the inspection(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 500.

30.14.5. Stage I Testing Reporting

30.14.5.1. Stage I testing results for State UST systems shall be reported as if a provision 3.3 test was performed using the respective form and also includes the information required by Env-Or 506.03(a-d). The forms shall be completed in their entirety and ready for submittal to the NHDES. The Vendor shall confirm that the tank numbers reported on these form are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 500.

30.14.6. Pressure/Vacuum Vent Cap Testing Reporting

30.14.6.1. Pressure/vacuum vent cap/Stage II test results for State UST Systems shall be reported on a NHDES' Stage II – System Testing Documentation Form, or another representative form. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Vendor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 500.

30.14.6.2. Any testing that results in the finding of an "Unusual Operating Condition" as defined in Env-Or 402.71, shall be reported to the State Agency by e-mail and telephone within twelve (12) hours of discovery. Refer to Section 02103 – Tightness Testing and Reporting, provision 3.7.5 Unusual Operating Conditions Specifications protocols for direction regarding this situation.

30.15. Section 02105 – Line Leak Detector Testing

30.15.1. Description

30.15.1.1. This section provides standard specifications and protocols for automatic line leak detector testing for pressurized UST piping. Line leak detector testing activities included in this section shall include all labor and materials required to conduct a complete leak detector test and preparation of State required reporting documentation.

30.15.2. Automatic Line Leak Detector Testing Specifications

30.15.2.1. NHDES Underground Storage Tank Facilities Env-Or 400 requires that all UST automatic line leak detectors be tested annually. Line leak detector testing at State facilities shall be conducted in accordance with Env-Or 406.09, and manufacturer's recommendations. All testers shall be properly trained and manufacturer certified to conduct testing and must verify that the line leak detector is functioning in accordance with the original design parameters and within manufacturer's requirements. Line Leak Detector restricts or stops the flow of the stored substance and triggers an audible or visual alarm upon detecting a leak at a rate equivalent to 3 gallons per hour at a pressure of 10 pounds per square inch line pressure;

30.15.2.1.1. Annual line leak detector tests shall verify, at a minimum, any failure indicated by a leak rate of greater than 3 gallons per hour at a pressure of 10 pounds per square inch line pressure within one hour; and

30.15.2.1.2. All audible and visual alarms designed to indicate a line leak detection are working as Designed.

30.15.3. 5.3. Reporting

30.15.3.1. The Vendor shall submit the qualifications of the technicians performing the leak monitor testing within three (3) days of an authorization to proceed and in all cases before beginning any work. Annual line leak detector test results for State UST systems shall be reported on NHDES' "Annual Line Leak Detector Test Form for Underground Storage Tank Systems", or another representative form that includes the information required by Env-Or 406.07, test locations, and test results. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Vendor shall confirm that the tank numbers reported on these forms are agreement with active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with all forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

31. ADDITIONAL REQUIREMENTS:

- 31.1. Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, 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 shall be paid for any off-hour work.
- 31.2. The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).
- 31.3. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment, or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor 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 Vendor.
- 31.4. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor 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.

- 31.5. The Vendor or their personnel shall not represent themselves as employees or agents of the State.
- 31.6. 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.
- 31.7. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 31.8. The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 31.9. 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.

32. Performance Guarantees:

- 32.1. Contractor shall meet the following performance metrics and objectives, and report outcomes to the State quarterly starting on August 1st (period of April 1 through June 30), November 1st (period of July 1 through September 30), February 1st (period of October 1 through December 31), and May 1st (period of January 1 through March 31) of each year.
- 32.2. Failure to meet any one or more of the performance guarantees shall result in a 2% rebate of the sum of the total orders made by the State for the reporting period in which the failure occurred. Any penalties due to the State shall be remitted on a separate check to the corresponding agency business office, and not as an invoice credit, no later than sixty (60) days after the close of the period in which the failure occurred.
 - 32.2.1. On-time scheduled services: Ninety-five percent (95%). Unexpected circumstances like inclement weather and vehicle breakdowns/accidents are excluded.
 - 32.2.2. Error reporting (miss picks, invoice accuracy):

33. OBLIGATIONS AND LIABILITY OF THE VENDOR:

- 33.1. The successful Vendor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.
- 33.2. The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.
- 33.3. The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

34. NON-EXCLUSIVE CONTRACT:

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

35. ENVIRONMENTALLY FRIENDLY PRODUCTS:

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

- 35.1.4. Contains postconsumer recycled materials
- 35.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal
- 35.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)

35.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties as an **attachment with their bid submission**.

- 1. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.
- 2. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: <https://www.epa.gov/smartway/smartway-partner-list>.

36. OFFER:

36.1. Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith.

36.2. The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

36.3. **OFFER SHEET WILL BE ATTACHMENT 1 (SEPARATE FROM THIS DOCUMENT).**

37. VENDOR'S BALANCE OF PRODUCT LINE SERVICES:

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

38. VENDOR CONTACT INFORMATION:

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

<u>Matt Beauregard</u>	<u>207-217-6515 x312</u>	<u></u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>mbeauregard@gaftek.com</u>	<u>Gaftek.com</u>	<u></u>
E-mail Address	Company Website	
<u>Gaftek Inc.</u>	<u>160 Perry Rd Bangor ME</u>	<u></u>
Vendor Company Name	Vendor Address	
<u>158300</u>	<u></u>	<u></u>
Vendor Number (given by State of NH)	DUNS and/or SAM.GOV Number	

39. LOCATIONS:

39.1. The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

39.2. Locations are Statewide and vary between agencies and bureaus. Attachment 1 shows the annual estimated number of tests to be completed in each county.

40. ATTACHMENTS:

40.1. The following attachments are an integral part of this bid invitation:

- 40.1.1. Attachment 1: Offer Sheet

41. The Bid Opening is open to the public online at the following:

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 260 461 708 046

Passcode: zm86mH

Dial-in by phone

+1 603-931-4944,,556189605# United States, Concord

Find a local number

Phone conference ID: 556 189 605#

Join on a video conferencing device

Tenant key: nhgov@m.webex.com

Video ID: 112 546 824 1

More info

APPENDIX A
SAMPLE FORM TO BE COMPLETED UPON AWARD

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

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

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

Bidder Initials **MLB**
 Date **4/26/24**

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

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

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

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

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

8. EVENT OF DEFAULT/REMEDIES. 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any

other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

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

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



STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 4/26/24

Company Name: Gaftek Inc.

Address: 160 Perry Rd Bangor ME

To: Point of Contact: James Poulin
Telephone: (603)-271-7605
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Underground Storage Tank Testing Services
Bid Number: 2903-24
Bid Posted Date (on or by): 4/5/2024
Bid Closing Date and Time: 4/26/2024 11:00 AM (Eastern Time)
Dear James Poulin,

[Insert name of signor] Matt Beauregard, on behalf of Gaftek Inc. (insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2903-24 for Underground Storage Tank Testing Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

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

Authorized Signor's Signature Matt Beauregard Digitally signed by Matt Beauregard Date: 2024.04.26 11:49:05 -04:00 Authorized Signor's Title Compliance Manager

Bidder Initials MB
Date 4/26/24

dun&bradstreet

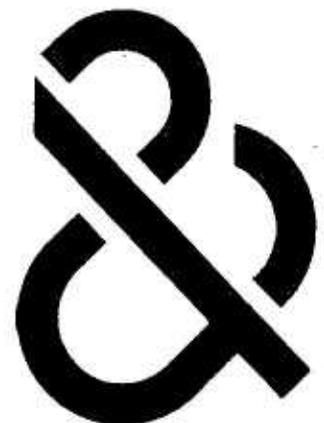
Dun & Bradstreet's Risk Analytics Gaftek, Inc.

D-U-N-S # 07-079-0061

160 Perry Rd

Bangor, Maine, 04401-6722, US

26-Apr-2024



Summary

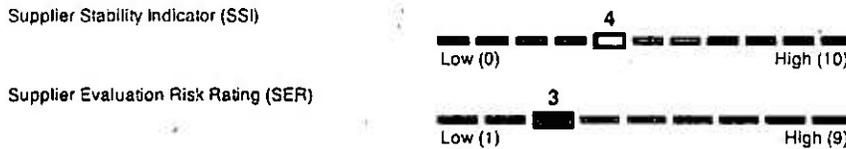
Entity Details

D-U-N-S	07-079-0061	Tradestyles	—	Data Package	Core
Address	160 Perry Rd, Bangor, Maine, 04401-6722, US	Primary SIC	2911-Petroleum refiner	In Portfolio	Yes
Phone	(1) 207-217-6515	Third Party ID	—	Type	Branch/Division
Website	www.gaftek.com	Data Added	26-Apr-2024	Status	Active
Tags	AllThirdParties				

Company Overview

Total Employees	—
Year Started	—
Stock Ticker & Exchange	—
Management Control Year	—

Predictive Scores



Corporate Linkage

Global Ultimate	03-086-7977 - Gaftek, Inc.
Domestic Ultimate	03-086-7977 - Gaftek, Inc.
Parent	—
Headquarters	03-086-7977 - Gaftek, Inc.

Public Filings

Bankruptcy	—
Claims	—
Judgments	— (Last changed: —)
Liens	— (Last changed: —)
Suits	— (Last changed: —)
Event Filings (UCC)	Yes (Last changed: 15-Sep-2023)

COMPOSITE RISK SCORECARD CLASS



Government Indicators

Exclusion	-
GCL	-
US EPA	-
US OSHA	-
CA EPA	-

Diversity

Identified Woman Owned	-
Identified Minority Owned	-
Identified Veteran Owned	-
Certified Small Business	-

Special Events

Disaster	-
Operations	-
Other Special Events	-

Financial Characteristics

Statement Date	-
Currency	-
Annual Sales	-
Units	-
Net Income	-

Commodity Classification

NAICS Code	324110
Description	Petroleum Refineries
SIC Codes	2911
Description	Petroleum refiner

Principals

Name	Title
Burnham William Gaff Junior	Branch Manager

Ultimate Beneficial Owner

Upgrade to Core+ to view the data

Screening

Screening Type	Initiated by	Last Updated	Status
Standard	James.M.Poulin@das.nh.gov 26-Apr-2024 17:14 PM	26-Apr-2024 17:15 PM	● Completed

Custom Fields

News

Company Overview

Overview

Annual Sales (in —)	Total employees	Employees here	Congressional District	Small Business (SBA Size Standard) Indicator
—	23	02	—	

Company name	Gaftek, Inc.
Former Primary Name	—
Doing business as	—
Tradestyles	—
Street address	160 Perry Rd, Bangor, Maine, 04401-6722, US
Mailing address	—
Latitude - Longitude	44.783507, -68.795948
Type	Branch/Division
Business Type	—
Corporation type	—
Single location	No
Phone	(1) 207-217-6515
Company Email	—
Website	www.gaftek.com
D-U-N-S number	07-079-0061
Parent D-U-N-S number	—
Stock symbol	—
National ID	02-0495002
Primary SIC	2911 - Petroleum refiner
Importer	No
Exporter	No
Default currency	USD
Line of business	Petroleum refiner
Facilities	Occupies
Year started	—
Present management control	—
Officers	BURNHAM WILLIAM GAFF JUNIOR, Branch Manager

Operations

No data available

Branches

The business has branch(es) division(s); detailed branch information is available in Dun & Bradstreet's linkage or family tree products

Subsidiaries

The business has subsidiary(ies); detailed subsidiary information is available in Dun & Bradstreet's linkage or family tree products

Preferred Business Registration

No Preferred Business Registration Designated/Preferred Business Registration is Not Available.

All Business Registrations/National ID

02-0495002

Federal Taxpayer Identification Number (US)

Activities

Petroleum refiner

Summary

No data available

INDUSTRY CODES

US 1987 SIC Code

2911 - Petroleum refiner

D&B STANDARD INDUSTRY CODE

29110302 - Diesel fuels

NORTH AMERICAN INDUSTRY CLASSIFICATION (NAICS)

324110 - Petroleum Refineries

NACE Revision 2

1920 - Manufacture of refined petroleum products

D&B Standard-Major Industry Code

D - Manufacturing

United Nations Standard Products and Services Code

15101505 - Diesel fuel

Stock Exchanges

No data available

Regulations

No data available

Competitors

No data available

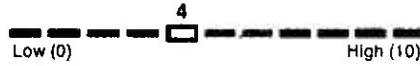
Third Party Assessment

No data available

Predictive Scores

Supplier Stability Indicator (SSI)

Current SSI Score



SSI Level of Insight

ROBUST PREDICTION

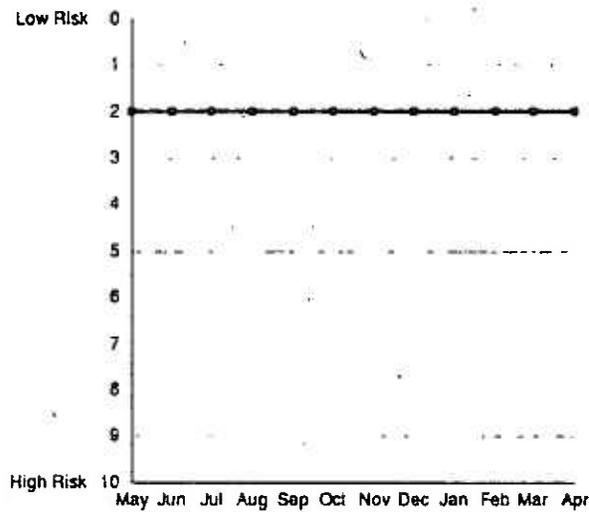
SSI Data Depth

Financials Only

Commentary

—

SSI 12-month summary



Supplier Evaluation Risk Rating (SER)

Current SER Score



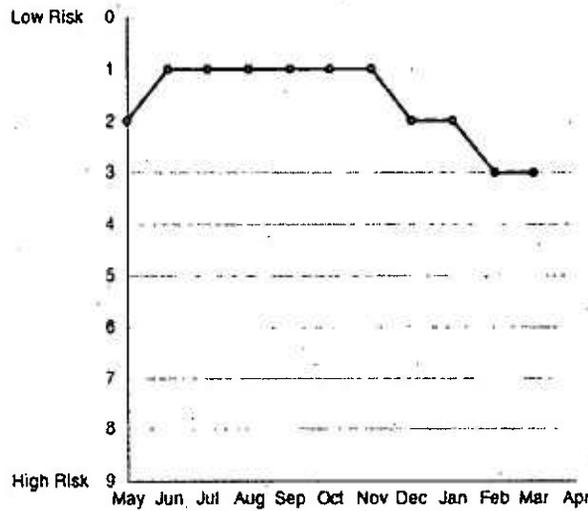
Data Depth Indicator

—

Commentary

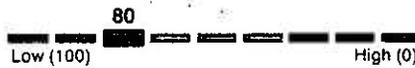
—

SER 12-month summary



Paydex

Current Paydex Score



Commentary

- Prompt
- Payment Behavior Days: 0

Industry Norms

SIC 2911 - Petroleum refiner

Payment Insights Summary

Date Apr 1, 2024
Coverage Months 24

Placed For Collection -

Bad Debt -

Business Summary Trading Data -

Viability Rating

Current Viability Score -

Portfolio Comparison -

Data depth indicator -

Company Profile

Company Profile -

Financial Data -

Trade Payments -

Company size -

Years in Business

-

Delinquency Class Score

Delinquency Class Score



Commentary

-

Failure Score

Current Failure Score



Commentary

-

Failure Score Class

Current Failure Score Class



Commentary

-

Delinquency Score

Delinquency Score



Commentary

-

Financial Characteristics

Overview

Last Updated Date	—
Type	—
Reliability	—
Currency	—
Units	—

Public Filings

Overview

Legal	— (Last changed: —)
Financial	— (Last changed: —)
Government	— (Last changed: —)

Legal

Criminal Proceedings	—
Financial Embarrassment	—
Open Financial Embarrassment	—
Judgements	—
Suits	—
Other	—

Financial

Claim	—
Liens	—
Bankruptcy	—
Insolvency	—
Liquidation	—
Event Filings (UCC)	Yes

Government Indicators

Exclusions (0)

Most Recent Active Exclusions Date

—

Most Recent Inactive Exclusions Date

—

Active Exclusion Count (0)

—

Inactive Exclusion Count (0)

—

Government Control List (0)

Most Recent GCL Citation Date

—

GCL Citation Total Amount

—

US EPA (0)

Most Recent EPA Violation Date

—

EPA Violations Total Amount

—

US OSHA (0)

Most Recent US OSHA Violation Date

—

OSHA Violations Total Amount

—

OSHA Total Violations and Citations

—

Canadian EPA (0)

Most Recent Canada EPA Violation Date

—

Canada EPA Violations Total Amount

—

Diversity

Identified Woman Owned

Woman Owned Business	-
Woman Business Enterprise	-
Woman Owned Small Business	-

Identified Minority Owned

Minority Owned	-
Minority Business Enterprise	-

Identified Veteran Owned

Veteran Owned	-
Veteran Business Enterprise	-
Disadvantaged Veteran Business Enterprise	-
Disabled Veteran Business Enterprise	-
Service-Disabled Veteran	-
Vietnam Veteran Owned	-

Small Business

Certified Small Business	-
Small Disadvantaged Business	-
Historically Underutilized (State)	-

8A Program	-
------------	---

Hub Zone Program	-
------------------	---

Disadvantaged Business Enterprise	
Disadvantaged Business Enterprise	-

Local Disadvantaged Business Enterprise	-
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Airport Concessionaire DBE	-
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Disabled Owned	
Disabled Owned	-

LGBTQ Owned	
LGBTQ Owned	-

Alaskan Native	
Alaska Native Corporation	-

Historical Black and Minority Serving College	
Historical Black and Minority Serving College	-

Composite Risk Scorecard Class

Legacy-Scorecard

Scorecard Risk



Attributes

Supplier Stability Indicator (SSI)
Supplier Evaluation Risk Rating (SER)
Paydex
Failure Score Class
Failure Score
Delinquency Class Score
D&B Rating

Financial/Legal Indicator

Out of Business
Operations Indicator
Disaster Indicator
Suits/Judgements/Liens Indicator

Scorecard

Current-Scorecard

Apr-2024

Composite Risk Scorecard Class

M

Composite Risk Scorecard Value

65

Included Attributes

Supplier Stability Indicator (SSI)

4

Supplier Evaluation Risk Score (SER)

3

Paydex

80

D&B Rating

BR

Attributes

Failure Score Class

1

Failure Score

95

Delinquency Class Score

85

Special Events/Public Filings

Operations Indicator

N/A

Disaster Indicator

N/A

Financial / Legal Indicator

Yes

Suits/Judgements/Liens Indicator

N/A

Overall Supplier Risk Policies by Month

Apr-2024 Default Scorecard

Composite Risk Scorecard Value and Class

65 M

Special Events

Special Events

Disaster

Operations

Other Special Events

Cyber Risk

Last Updated on: —

Overall Cyber Risk

-

Score Factor	Description	Grade	Score
Network Security	Detecting insecure network settings	-	-
DNS Health	Detecting DNS insecure configurations and vulnerabilities	-	-
Application Security	Detecting common website application vulnerabilities	-	-
Cubit Score	Proprietary algorithms checking for implementation of common security practices	-	-
Patching Cadence	Out of date company assets which may contain vulnerabilities or risks	-	-
Hacker Chatter	Monitoring hacker sites for chatter about your company	-	-
Endpoint Security	Measuring security level of employee workstations	-	-
Information Leak	Potentially confidential company information which may have been inadvertently leaked	-	-
IP Reputation	Detecting suspicious activity, such as malware or spam, within your company network	-	-
Social Engineering	Measuring company awareness to a social engineering or phishing attack	-	-

POWERED BY  SecurityScorecard

Custom Fields

Custom fields

-

Contacts

Added Contacts (0)

Comments