

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

138 m/c

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 7, 2022

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** contract with Wind River Environmental, LLC d/b/a Felix Septic Service, (VC#156713), Bow, NH, in the amount of \$580,000 for septic and holding tank pumping and disposal services, with the option to extend for up to two additional years, effective upon Governor and Council approval for the period November 1, 2022 through October 31, 2025.

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

EXPLANATION

This request is **Retroactive** because of the October 19, 2022 change to contract oversight requirements contained in the updated Manual of Procedures Chapter 150 and subsequent internal approval procedures. The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid 2656-23 on August 10, 2022 with responses due on August 19, 2022. There were five responses received with Wind River Environmental, LLC d/b/a Felix Septic Service, submitting the lowest compliant pricing for their respective locations. This bid was structured as a multi award approach to account for services to be offered statewide.

The Department of Administrative Services, through the Bureau of Purchase and Property, also issued request for bid 2671-23 on August 24, 2022 with responses due on September 02, 2022. There were ~~five~~ responses received with Wind River Environmental LLC d/b/a Felix Septic Service submitting the lowest compliant pricing for their respective locations. This bid was also structured as a multi award approach to account for services to be offered statewide.

Many State agencies will utilize these contracts including the Department of Administrative Services, New Hampshire Department of Transportation, Department of Military Affairs and Veterans Services, Department of Business and Economic Affairs, Department of

Natural and Cultural Resources, the Liquor Commission, and the Department of Health and Human Services to complete septic systems pumping services. Routine septic and holding tank pumping is critical to promoting the longevity of the State agency septic systems.

The requested contract for septic and holding tank pumping and disposal services represents an increased price limitation as compared to the previous contract:

1. Price increases averaged 31.31% on septic & holding tank pumping and disposal services for the new contact term.
2. Five new locations were added to the bid including: Hillsborough County Superior Court North, Hampstead Hospital, Livermore Falls, NH Liquor Store # 73, and NH Liquor Store # 75.
3. The addition of per occurrence services for the new contract term, capped at \$3,000 per occurrence and limited to the following repair services:
 - a. Camera inspections,
 - b. Baffle replacements,
 - c. Risers,
 - d. Pump station repairs.
4. Pricing increases are attributed to rising fuel and labor costs, higher dumping fees, and the limited amount of dumping locations in the State of New Hampshire.

Previous contract encompassing ninety-two locations	\$ 449,116.01
Anticipated new contracts spend: Five contracts encompassing ninety-seven locations	\$ 873,764.05
Price limitation of previous contract	\$ 85,432.60
Anticipated spend twenty-seven locations	\$ 562,152.60
Allowance for per occurrence services	\$ 17,847.40
Price limitation for new contract	\$580,000.00*

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

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

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

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

Vendor	Wind River Environmental LLC d/b/a Felix Septic Service, Inc.	Rowell's Services LLC	Todd Randlett Trucking, LLC d/b/a Septic Solutions	Lamprey Suburban Septic, Inc.	Bolens Septic & Portable Toilets LLC
Number of Locations	Thirty-four (34) Locations Total	Thirty-seven (37) Locations Total	Two (2) Locations Total	Nine (9) Locations Total	Fifteen (15) Locations Total
Total	\$621,937.60	\$384,963.90	\$88,890.00	\$213,762.00	\$109,747.50

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

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

DATE: October 24, 2022

CONTRACT FOR: Septic/Holding Tank Pumping & Disposal Services

CONTRACT #: 8003156

COMMODITY/NIGP CODE: 988-0800, 971-8200

CONTRACTOR: Wind River Environmental LLC d/b/a  VENDOR CODE #: 156713

SUBMITTED FOR ACCEPTANCE BY:

WVG 2022.10.24
14:06:37 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY


RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Colin Capelle, o=Division of
Procurement and Support Services,
ou=Bureau of Purchase and Property,
email=Colin.S.Capelle@das.nh.gov, c=US
Date: 2022.10.25 08:51:32 -04'00'

COLIN S. CAPELLE, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

 10/31/2022

MATHEW T. STANTON, DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

 10/31/2022

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

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



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11/23/22



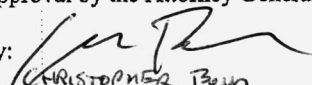
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Wind River Environmental LLC d/b/a Felix Septic Service, Inc.		1.4 Contractor Address 2 Thibeault Drive, Bow, NH 03304	
1.5 Contractor Phone Number 603-623-7907	1.6 Account Number Various	1.7 Completion Date October 31, 2025	1.8 Price Limitation \$580,000.00
1.9 Contracting Officer for State Agency Wayne Goulet		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature  Date: 10-21-22		1.12 Name and Title of Contractor Signatory Ryan Bedard Manager	
1.13 State Agency Signature  Date: 11/23/22		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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  On: 12/5/22 CHRISTOPHER BOW			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this Contract.

Contractor Initials RS
Date 10-21-22

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

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

2. CONTRACT DOCUMENTS

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

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

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

3. TERM OF CONTRACT

The term of the Contract shall commence November 1, 2022 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

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

4. SCOPE OF WORK

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

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

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

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

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

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

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

Per Occurrence Services will be limited to the following;

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

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

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

Additional Requirements:

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

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

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

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

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

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

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

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

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

5. WARRANTY REQUIREMENTS:

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

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

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:
[https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/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**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Septic/Holding Tank Pumping & Disposal Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$580,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

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

DNCR - Wentworth Collidge Mansion	375 Little Harbor Road	Portsmouth	\$0.19	\$0.19	\$0.19
DOT - NHDOT Bridge Maintenance- Sarah Long Bridge	1321 Rt. 1 Bypass Southbound	Portsmouth	\$0.35	\$0.35	\$0.35
DNCR - Wallis Sands State Park	900 Ocean Blvd	Rye	\$0.19	\$0.19	\$0.19
DBEA - Salem Welcome/Information Center	I-93 Northbound, before Exit 1	Salem	\$0.35	\$0.35	\$0.35
DBEA - Springfield Welcome/Information Center	I-89 Northbound- Mile Marker 42- North of Exit 12A	Springfield	\$0.25	\$0.25	\$0.25
DBEA - Sutton Welcome/Information Center	I-89 Southbound - 1 mile south of Exit 10	Sutton	\$0.25	\$0.25	\$0.25
Liquor Commission - NH Liquor Store #2	Chesterfield Store #2	West Chesterfield	\$0.38	\$0.38	\$0.38
DHHS - Hampstead Hospital	218 East Road	Hampstead	\$0.19	\$0.19	\$0.19

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

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

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

Contractor Initials RS
Date 10-21-22

3. INVOICE

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

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

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

4. PAYMENT

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

Contractor Initials RB
Date 10-21-22

EXHIBIT D

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

Contractor Initials RB
Date 10-21-22

EXHIBIT E

Contractor's bids are incorporated here within.

Contractor Initials RO
Date 10-21-22

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WIND RIVER ENVIRONMENTAL, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on February 26, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: **721842**

Certificate Number: **0005886998**



IN TESTIMONY WHEREOF,

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

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a horizontal line.

David M. Scanlan
Secretary of State



State of New Hampshire

Department of State



Business Name : **WIND RIVER ENVIRONMENTAL, LLC**

Business ID : **721842**

Filing History

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

Trade Name Information

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

Mailing Address - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-4989

Physical Location - State House Annex, 3rd Floor, Room 317, 25 Capitol Street, Concord, NH

Phone: (603)271-3246 | **Fax:** (603)271-3247 | **Email:** corporate@sos.nh.gov | **Website:** sos.nh.gov



State of New Hampshire

Department of State



Name History

Name	Name Type
No Name Changes found for this business.	

Principal Information

Name	Title
David M Parry	Member
Donald P Dumont	Member

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

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

Wind River Environmental d.b.a

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

a meeting of the Board of Directors/shareholders, duly called and held on October 21, 2022,

at which a quorum of the Directors/shareholders were present and voting.

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

duly authorized to enter into contracts or agreements on behalf of

Wind River Environmental d.b.a.

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

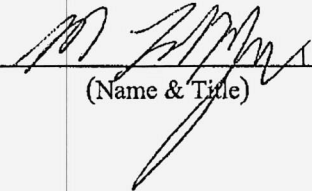
its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

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

DATED: 10-21-22

ATTEST: 
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

6/30/2023

DATE (MM/DD/YYYY)

10/21/2022

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

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


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

COVERAGES WINRI01 CERTIFICATE NUMBER: 16240223 REVISION NUMBER: XXXXXXXX

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

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

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

CERTIFICATE HOLDER 16240223 State of New Hampshire Administrative Services Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord NH 03301	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Professional Liability 121 AE 0188069-01	Limits: \$1,000,000 Occurrence \$1,000,000 Aggregate \$10,000 Retention \$10,000 Deductible
Policy Term: 11/3/2021-11/3/2022	
Insurer: Peleus Insurance Company	

Contractor's Pollution Liability ICELLUW00124324	Limits: \$5,000,000 Occurrence \$5,000,000 Aggregate \$25,000 Deductible
Policy Term: 6/30/2022-6/30/2023	
Insurer: Ironshore Specialty Insurance Company	

Rented & Leased Equipment RH3-D296566-05	Limits: \$150,000 Maximum Occurrence \$1,000 Deductible
Policy Term: 6/30/2022-6/30/2023	
Insurer: The Hanover Insurance Company	

Excess Liability

\$3,000,000 Occurrence / Aggregate Auto

Carrier: Gemini Insurance Company

Policy #GVE100230104

Effective: 6/30/2022 – 6/30/2023

\$5,000,000 Occurrence / Aggregate Auto

\$8,000,000 Occurrence / Aggregate General Liability

Carrier: Evanston Insurance Company

Policy #MKLV5EUL104286

Effective: 6/30/2022 – 6/30/2023

\$6,000,000 Occurrence / Aggregate Auto & General Liability

Carrier: Navigators Specialty Insurance Company

Policy# LA22EXCZ05D9DIC

Effective: 6/30/2022 – 6/30/2023

Total Excess Liability Limits: \$14,000,000 Occurrence/Aggregate

Starr Indemnity & Liability Company
Dallas, TX 1-866-519-2522

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS

Policy Number: 1000090512221

Effective Date: 6/30/2022 at 12:01 A.M.

Named Insured: Wind River Environmental, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you or evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form, Electronic Data Liability Coverage Form, Liquor Liability Coverage Form, Owners And Contractors Protective Liability Coverage Form – Coverage For Operations Of Designated Contractor, Pollution Liability Coverage Form Designated Sites, Products/Completed Operations Liability Coverage Form, Product Withdrawal Coverage Form, Railroad Protective Liability Coverage Form, Underground Storage Tank Policy Designated Tanks.

It is agreed that in the event the insurer cancels the policy for any reason other than non-payment of premium, the insurer will provide sixty (60) days' notice of cancellation to the retail broker designated below, who in turn assumes any and all responsibility to notify the certificate holders.

The retail broker will mail or deliver to the appropriate certificate holders a copy of the written notice of cancellation that the insurer has provided.

The retail broker's notification of cancellation of the policy is intended as a courtesy only. The retail broker's failure to provide such notification to the person(s) or organization(s) will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the certificate holders to any benefit, rights or protection under this policy.

The retail broker's failure to provide this notice of cancellation to the certificate holders will not impose liability of any kind upon the insurer or the retail broker.

For purpose of this endorsement, retail broker means Lockton Insurance Brokers, LLC.

All other terms and conditions of this Policy remain unchanged.

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: Aug 18, 2022

Company Name: Wind River Environmental dba
Address: Felix Septic Service
2 Thibault Dr Bow, NH 03304

To: Point of Contact: **Wayne Goulet**
Telephone: **(603)-271-2009**
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: **Septic/Holding Tank Pumping & Disposal Services**
Bid Number: **2656-23**
Bid Posted Date (on or by): **August 10, 2022**
Bid Closing Date and Time: **August 19, 2022 @ 11:00 AM (EST)**
Dear **Mr. Goulet**:

[Insert name of signor] Ryan Bedard, on behalf of Felix Septic Service [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 # **2656-23** for **Septic/Holding Tank Pumping & Disposal 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.

Authorized Signor's Signature [Signature] Authorized Signor's Title MANAGER

NOTARY PUBLIC/JUSTICE OF THE PEACE

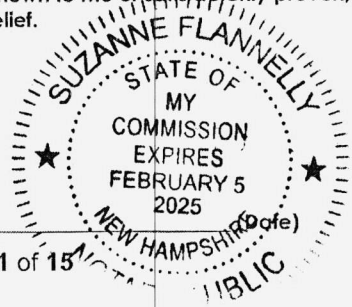
COUNTY: Merrimack STATE: NH ZIP: 03304

On the 18 day of August, 2022, personally appeared before me, the above named Ryan Bedard, in his/her capacity as authorized representative of Felix Septic, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

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

My commission expires: 2-5-25



Contractor Initials RS
Date 8/18/22

**REQUEST FOR BID FOR SEPTIC/HOLDING TANK PUMPING AND DISPOSAL SERVICES FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for Septic/Holding Tank Pumping & Disposal 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.

INSTRUCTIONS TO VENDOR:

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, sign, and notarize page one of the bid invitation.

BID SUBMITTAL:

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 page 1 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.

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.

BID INQUIRIES:

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.

Questions shall be submitted by E-mail to Wayne Goulet at the following address:
Wayne.V.Goulet@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:

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.

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.

ADDENDA:

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

TIMELINE:

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.

08/10/2022 Bid Solicitation distributed on or by
08/16/2022 Last day for questions, clarifications, and/or requested changes to bid
08/19/2022 11:00 AM (EST) Bid Closing
11/01/2022 Implementation of Contract

TERMS OF SUBMISSION:

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.

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.

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.

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.

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.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

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.

CONTRACT TERM:

The term of the contract shall commence November 1, 2022 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

CONTRACT AWARD:

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost by location. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s).

Successful Vendor 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.

NOTIFICATION AND AWARD OF CONTRACT(S):

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).

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

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.**

LIABILITY:

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.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

Generally, the full contents of any bid or 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 bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. 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:

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. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. 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.

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.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall 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 not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

TERMINATION:

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

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to bid award, Vendors shall have a completed **VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **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>)
- **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/>
- **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.
- **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.

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BID PRICES:

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.

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".

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer

AUDITS AND ACCOUNTING:

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.

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.

ESTIMATED USAGE:

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.

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Wayne Goulet and sent electronic to Wayne.V.Goulet@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency
- 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.
- Preferred in Excel format

ESTABLISHMENT OF ACCOUNTS:

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

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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.

PAYMENT:

Payment method (P-Card or ACH). **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.

INVOICING:

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

TERMS OF PAYMENT:

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

VENDOR RESPONSIBILITY:

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

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>

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.

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.

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.

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

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

It is the responsibility of the Vendor to maintain any awarded 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/\(\\$q0fzcv55qhaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/($q0fzcv55qhaeqs45jpya5i45))/welcome.aspx)

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address

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Section 1.11 Contractor Signature

Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- 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.

SPECIFICATIONS:

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.

SITE VISITATION:

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.

SCOPE OF SERVICES:

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

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

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

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

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

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

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

Per Occurrence Services will be limited to the following;

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

- o Risers
- o Pump Station Repairs

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

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

Additional Requirements:

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

The 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).

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.

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.

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

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

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

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

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

WARRANTY REQUIREMENTS:

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

OBLIGATIONS AND LIABILITY OF THE VENDOR:

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

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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.

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.

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.

Disaster Recovery

Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? **Yes or No**

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

OFFER:

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.

See Attachment B Locations
See Attachment C Offer Section

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.

VENDOR CONTACT INFORMATION:

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

<u>Ryan Bedard</u> Contact Person	<u>603-623-7907</u> Local Telephone Number	<u>1-800-595-7907</u> Toll Free Telephone Number
<u>rbedard@wrenenvironmental.com</u> E-mail Address	<u>FelixSeptic.com</u> Company Website	
<u>Wind River Environmental dba Felix Septic Service</u> Vendor Company Name	<u>2 Thibault Dr. Bow, NH 03304</u> Vendor Address	

DELIVERY LOCATIONS:

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.

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If required, please see NH District Map for clarifications.

<https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf>

ATTACHMENTS:

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

Attachment A: Sample P-37 Form

Attachment B: Locations

Attachment C: Offer Section

Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.

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

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Meeting ID: 249 674 206 775

Passcode: UJKUFm

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 603-931-4944,,741248681# United States, Concord

Phone Conference ID: 741 248 681#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

ATTACHMENT A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 12/11/2019)

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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	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 <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		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: _____			

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

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the

performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials AB
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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

SECTION 1

Location Name	Address	Town	Estimated Gallons/Year	Year 1	Year 2	Year 3	Total	Notes
				Rate/Gallon	Rate/Gallon	Rate/Gallon		
DNCR - Wellington State Park	650 West Shore Road	Alexandria	21,000				\$0.00	
DNCR - Bear Brook State Park	157 Deerfield Road	Allenstown	57,000	\$0.16	\$0.16	\$0.16	\$27,360.00	
DNCR - Warehouse	3 CCC Circle off Deerfield Rd.	Allenstown	4,500				\$0.00	
DOT - NHDOT 3 - 315 Alton Patrol Shed	Rte 28, 1/4 North of the Traffic Circle	Alton	3,000	\$0.25	\$0.25	\$0.25	\$2,250.00	
DOT - NHDOT Bridge Maintenance	455 Keene Road	Antrim	2,000	\$0.30	\$0.30	\$0.30	\$1,800.00	
DOT - NHDOT 3- 308 Ashland Welding Shop	42 North Ashland Rd	Ashland	3,000				\$0.00	
DOT - NHDOT 3 - 314 Belmont Patrol Shed	10 Brown Hill Road	Belmont	3,250	\$0.25	\$0.25	\$0.25	\$2,437.50	
DNCR - Jericho Mtn. State Park	298 Jericho Lake Road	Berlin	15,500				\$0.00	
DAS - Buearu of Court Facilities - Rockingham County Superior Court	10 Route 125	Brentwood	36,000	\$0.25	\$0.25	\$0.25	\$27,000.00	
DBEA -Canterbury Welcome/Information Center	I-93 Northbound - north of Exit 18	Canterbury	52,500	\$0.20	\$0.20	\$0.20	\$31,500.00	
DOT - NHDOT Bridge Maintenance - Carroll	790 Route 3 South	Carroll	1,850				\$0.00	
DAS - Bureau of Court Facilities- Conway Circuit Court	35 East Conway Rd	Center Conway	1,500				\$0.00	
DMAVS - National Guard Training Site	19 Austin Cate Drive	Center Strafford	33,750	\$0.24	\$0.24	\$0.24	\$24,300.00	
DNCR - Chesterfield Gorge	1823 Route 9	Chesterfield	4,000				\$0.00	
DNCR - Beaver Brook Falls	Route 145	Colebrook	1,000				\$0.00	
DBEA - Colebrook Welcome/Information Center	Rte 3, 2 Dion Drive	Colebrook	13,500				\$0.00	
DOT - Bureau of Traffic	18 Smokey Bear Blvd.	Concord	4,000	\$0.30	\$0.30	\$0.30	\$3,600.00	
DAS - Health And Human Services	29 Hazen Drive	Concord	1,000	\$0.30	\$0.30	\$0.30	\$900.00	
DAS - Department of Motor Vehicles	23 Hazen Drive	Concord	1,000	\$0.30	\$0.30	\$0.30	\$900.00	
DAS - Department of Safety	33 Hazen Drive	Concord	1,000	\$0.30	\$0.30	\$0.30	\$900.00	
DAS- Emergency Operations Center	Smokey Bear Boulevard	Concord	1,000	\$0.30	\$0.30	\$0.30	\$900.00	
DAS - Emergency Operations Center Garage	Smokey Bear Boulevard	Concord	1,000	\$0.30	\$0.30	\$0.30	\$900.00	
DNCR - Echo Lake State Park/Catherderal Ledge	60 Echo Lake Road	Conway	31,200				\$0.00	
DOT - NHDOT 3- 301 Conway Patrol Shed	608 Eaton Road	Conway	3,250				\$0.00	
DNCR - Forest Lake State Park	Forest Lake Road	Dalton	3,000				\$0.00	
DNCR - Robert Frost Farm	Route 28	Derry	3,000				\$0.00	
DNCR - Dixville Notch State Park	Route 26	Dixville	1,000				\$0.00	
DNCR - Androscoggin Wayside	Route 16	Errol	500				\$0.00	
DNCR - Mollidgewock State Park	1437 Berlin Road, Rt 16	Errol	9,000				\$0.00	
DNCR - Umbagog State Park	Route 16	Errol	13,000				\$0.00	
DNCR - Rhododendron	424 Rockwood Pond	Fitzwilliam	6,000				\$0.00	
DNCR - Lafayette Campground	Franconia Notch State Park	Franconia	45,000				\$0.00	
DNCR - Cannon Mountain Ski Area	260 Tramway Drive	Franconia	244,500				\$0.00	
DOT - NHDOT 3- 303 Freedom Patrol Shed	18 State Garage Way	Freedom	3,000				\$0.00	
DNCR - Ellacoya State Park	266 Scenic Road	Gilford	1,000	\$0.31	\$0.31	\$0.31	\$930.00	
DHHS - Glenciff Home	393 High Street	Glenciff	21,000				\$0.00	
DNCR - Moose Brook State Park	30 Jimtown Road	Gorham	7,500				\$0.00	
DNCR - Greenfield State Park	Campground Road	Greenfield	106,500	\$0.18	\$0.18	\$0.18	\$57,510.00	
Liquor Commission - NH Liquor Store #75	I-95 Northbound	Hampton	25,000	\$0.39	\$0.39	\$0.39	\$29,250.00	Include the cost of tank cleaning in the price for pumping. Tanks must be cleaned after each pumping.
Liquor Commission - NH Liquor Store #73	I-95 Southbound	Hampton	22,000	\$0.39	\$0.39	\$0.39	\$25,740.00	Include the cost of tank cleaning in the price for pumping. Tanks must be cleaned after each pumping.
DNCR - Crawford Notch State Park	2057 US Rte 302	Harts Location	31,500				\$0.00	
DNCR - Franklin Pierce Homestead	Route 31	Hillsborough	4,500				\$0.00	
DNCR - Livermore Falls	86 Livermore Road	Holderness	1,000				\$0.00	
DNCR - Silver Lake State Park	138 Silver Lake Rd	Hollis	10,000	\$0.18	\$0.18	\$0.18	\$5,400.00	
DBEA - N. Conway Welcome/Information Center	3654 White Mnt. Hwy, NH Rte 16- 2	Intervale	3,600				\$0.00	
DNCR - Gilson Pond Campground	585 Dublin Road	Jaffrey	17,250	\$0.19	\$0.19	\$0.19	\$9,832.50	
DNCR - Monadnock State Park	169 Poole Road	Jaffrey	19,950	\$0.19	\$0.19	\$0.19	\$11,371.50	
DNCR - Kingston State Park	126 Main Street	Kingston	54,330	\$0.19	\$0.19	\$0.19	\$30,968.10	
DNCR - Ahern State Park	Righ Way Path	Laconia	2,250				\$0.00	
DNCR - Weeks State Park	Rte 3, 2 Dion Drive	Lancaster	6,000				\$0.00	
DNCR - Flume Gorge	852 Daniel Webster Hwy	Lincoln	90,000				\$0.00	
DBEA - Littleton Welcome/Information Center	Route 18, I-91 Exit 44	Littleton	51,780				\$0.00	
DOT - NHDOT 3 - 316 Loudon Patrol Shed	510 Route 106	Loudon	3,000	\$0.25	\$0.25	\$0.25	\$2,250.00	
DAS - Hillsborough County Superior Court North	300 Chestnut Street	Manchester	1,000	\$0.30	\$0.30	\$0.30	\$900.00	
DOT - NHDOT 3- 309 Meredith Patrol Shed	241 Parade Road	Meredith	3,250	\$0.25	\$0.25	\$0.25	\$2,437.50	
DMAVS - National Guard Armory	154 Osgood Road	Milford	2,000	\$0.29	\$0.29	\$0.29	\$1,740.00	

DOT - NHDOT 3- 305 Moultonborough Patrol Shed	220 Holland St.	Moultonborough	3,250					\$0.00
DOT - NHDOT 3- 310 Moultonborough Warehouse	710 Whittier Hwy (NH 25)	Moultonborough	3,000					\$0.00
DOT - NHDOT 3 - 324 New Hampton Patrol Shed	42 Rt. 104	New Hampton	3,250	\$0.25	\$0.25	\$0.25	\$2,437.50	
DOT - NHDOT Bridge Maintenance - New Hampton	98 DOT Drive	New Hampton	1,250	\$0.25	\$0.25	\$0.25	\$937.50	
DNCR - Sunapee State Park	1460 Rte 103	Newbury	45,000				\$0.00	
DOT - NHDOT Bridge Maintenance - Newfields	39 Route 108	Newfields	1,000				\$0.00	
DNCR - Northwood Meadows State Park	Route 4	Northwood	1,500				\$0.00	
DNCR - Pawtuckaway State Park	128 Mountain Road	Nottingham	85,500	\$0.16	\$0.16	\$0.16	\$41,040.00	
DNCR - Mt. Cardigan State Park	Off Route 18	Orange	9,000				\$0.00	
DOT - NHDOT 3- 307 Ossipee Patrol Shed	20 Old Route 28	Ossipee	3,250				\$0.00	
DAS - Bureau of Court Facilities - Carroll County Superior Court	96 Water Village Rd.	Ossipee	3,500				\$0.00	
DOT - NHDOT Bridge Maintenance - Ossipee	15 Hodsdon Shore Road	Ossipee	1,500				\$0.00	
DNCR - Miller State Park	Route 101	Peterborough	6,000				\$0.00	
DNCR - Mt. Washington State Park	Summit of Mt.Washington	Pinkham	57,000				\$0.00	
DNCR - Connecticut Lakes Headwaters	435 River Road	Pittsburg	1,000				\$0.00	
DNCR - Deer Mtn. State Park	5309 Main Street	Pittsburg	2,000				\$0.00	
DNCR - Great North Woods Regional Office	435 River Road	Pittsburg	1,000				\$0.00	
DNCR - Lake Francis State Park	439 River Road	Pittsburg	9,500				\$0.00	
DNCR - Milan Hill State Park	39 River Road	Pittsburg	4,000				\$0.00	
DNCR - Wentworth Collidge Mansion	375 Little Harbor Road	Portsmouth	10,500	\$0.19	\$0.19	\$0.19	\$5,985.00	
DOT - NHDOT Bridge Maintenance- Sarah Long Bridge	1321 Rt. 1 Bypass Southbound	Portsmouth	16,210	\$0.35	\$0.35	\$0.35	\$17,020.50	
DNCR - Odiorne Point State Park	Route 1A	Rye	6,000	\$0.25	\$0.25	\$0.25	\$4,500.00	
DNCR - Rye Harbor State Park	Off Route 1A	Rye	2,000	\$0.29	\$0.29	\$0.29	\$1,740.00	
DNCR - Seacoast Science Center	570 Ocean Blvd	Rye	4,750	\$0.25	\$0.25	\$0.25	\$3,562.50	
DNCR - Wallis Sands State Park	900 Ocean Blvd	Rye	11,500	\$0.19	\$0.19	\$0.19	\$6,555.00	
DBEA - Salem Welcome/Information Center	I-93 Northbound, before Exit 1	Salem	6,000	\$0.35	\$0.35	\$0.35	\$6,300.00	
DBEA - Sanbornton Welcome/Information Center	I-93 Northbound - Mile Marker 61	Sanbornton	52,500	\$0.21	\$0.21	\$0.21	\$33,075.00	
DBEA - Springfield Welcome/Information Center	I-89 Northbound- Mile Marker 42- N	Springfield	153,000	\$0.25	\$0.25	\$0.25	\$114,750.00	
DNCR - Coleman State Park	1155 Diamond Pond	Stewartstown	10,250				\$0.00	
DNCR - Wadleigh State Park	Route 114	Sutton	22,500				\$0.00	
DBEA - Sutton Welcome/information Center	I-89 Southbound - 1 mile south of Exit	Sutton	52,500	\$0.25	\$0.25	\$0.25	\$39,375.00	
DNCR - White Lake State Park	1632 White Mtn Hwy	Tamworth	90,600				\$0.00	
DOT - NHDOT 3- 302 Tamworth Patrol Shed	493 White Mtn. Hwy.	Tamworth	3,000				\$0.00	
DOT - NHDOT 3 - 325 Thornton Patrol Shed	22 Laundromat Rd.	Thornton	3,000				\$0.00	
DOT - NHDOT 3 -313 Tilton Patrol Shed	427 Depot Rd.	Tilton	3,000	\$0.25	\$0.25	\$0.25	\$2,250.00	
DOT - NHDOT 3 - 311 Tuftonboro Patrol Shed	328 Middle Rd.	Tuftonboro	3,000				\$0.00	
DOT - NHDOT 3 - 312 Wakefield Patrol Shed	1540 Wakefield Rd	Wakefield	3,000				\$0.00	
DNCR - Rollins State Park	Rte 103	Warner	19,500				\$0.00	
DNCR - Pillsbury State park	100 Pillsbury Park Rd	Washington	13,500				\$0.00	
Liquor Commission - NH Liquor Store #2	Chesterfield Store #2	West Chesterfield	1,500				\$0.00	
DNCR - Winslow Lake State Park	475 Kearsarge Valley Rd	Wilmont	6,000				\$0.00	
DNCR - Wentworth State Park	305 Gov. Wentworth Hwy	Wolfeboro	45,000				\$0.00	
DHHS - Hampstead Hospital	218 East Road	Hampstead	48,500	\$0.19	\$0.19	\$0.19	\$27,645.00	

Include the cost of tank cleaning in the price for pumping. Tanks must be cleaned after each pumping.

SECTION 2

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

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

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

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WIND RIVER ENVIRONMENTAL, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on February 26, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: **721842**

Certificate Number: **0005886998**



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan
Secretary of State



State of New Hampshire

Department of State



Business Name : **WIND RIVER ENVIRONMENTAL, LLC**

Business ID : **721842**

Filing History

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

Trade Name Information

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



State of New Hampshire

Department of State



Name History

Name	Name Type
No Name Changes found for this business.	

Principal Information

Name	Title
David M Parry	Member
Donald P Dumont	Member

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Mark Thompson, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Wind River Environmental d.b.a
Felix Septic Service. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

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

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

duly authorized to enter into contracts or agreements on behalf of

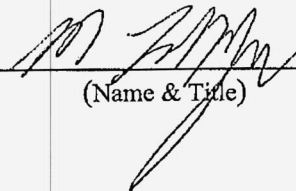
Wind River Environmental d.b.a.

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

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

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

DATED: 10-21-22

ATTEST: 
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

6/30/2023

DATE (MM/DD/YYYY)
10/21/2022

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

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

PRODUCER Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: LA-TSU9	FAX (A/C, No):
	PHONE (A/C, No, Ext):	
	E-MAIL ADDRESS: LA-TSU9@lockton.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: *** SEE ATTACHMENT ***	
	INSURER B: Starr Indemnity & Liability Company	38318
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES WINRI01 CERTIFICATE NUMBER: 16240223 REVISION NUMBER: XXXXXXXX

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

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

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

CERTIFICATE HOLDER 16240223 State of New Hampshire Administrative Services Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord NH 03301	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Professional Liability 121 AE 0188069-01	Limits: \$1,000,000 Occurrence \$1,000,000 Aggregate \$10,000 Retention \$10,000 Deductible
Policy Term: 11/3/2021-11/3/2022	
Insurer: Peleus Insurance Company	

Contractor's Pollution Liability ICELLUW00124324	Limits: \$5,000,000 Occurrence \$5,000,000 Aggregate \$25,000 Deductible
Policy Term: 6/30/2022-6/30/2023	
Insurer: Ironshore Specialty Insurance Company	

Rented & Leased Equipment RH3-D296566-05	Limits: \$150,000 Maximum Occurrence \$1,000 Deductible
Policy Term: 6/30/2022-6/30/2023	
Insurer: The Hanover Insurance Company	

Excess Liability

\$3,000,000 Occurrence / Aggregate Auto

Carrier: Gemini Insurance Company

Policy #GVE100230104

Effective: 6/30/2022 – 6/30/2023

\$5,000,000 Occurrence / Aggregate Auto

\$8,000,000 Occurrence / Aggregate General Liability

Carrier: Evanston Insurance Company

Policy #MKLV5EUL104286

Effective: 6/30/2022 – 6/30/2023

\$6,000,000 Occurrence / Aggregate Auto & General Liability

Carrier: Navigators Specialty Insurance Company

Policy# LA22EXCZ05D9DIC

Effective: 6/30/2022 – 6/30/2023

Total Excess Liability Limits: \$14,000,000 Occurrence/Aggregate

Starr Indemnity & Liability Company
Dallas, TX 1-866-519-2522

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS

Policy Number: 1000090512221

Effective Date: 6/30/2022 at 12:01 A.M.

Named Insured: Wind River Environmental, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you or evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form, Electronic Data Liability Coverage Form, Liquor Liability Coverage Form, Owners And Contractors Protective Liability Coverage Form – Coverage For Operations Of Designated Contractor, Pollution Liability Coverage Form Designated Sites, Products/Completed Operations Liability Coverage Form, Product Withdrawal Coverage Form, Railroad Protective Liability Coverage Form, Underground Storage Tank Policy Designated Tanks.

It is agreed that in the event the insurer cancels the policy for any reason other than non-payment of premium, the insurer will provide sixty (60) days' notice of cancellation to the retail broker designated below, who in turn assumes any and all responsibility to notify the certificate holders.

The retail broker will mail or deliver to the appropriate certificate holders a copy of the written notice of cancellation that the insurer has provided.

The retail broker's notification of cancellation of the policy is intended as a courtesy only. The retail broker's failure to provide such notification to the person(s) or organization(s) will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the certificate holders to any benefit, rights or protection under this policy.

The retail broker's failure to provide this notice of cancellation to the certificate holders will not impose liability of any kind upon the insurer or the retail broker.

For purpose of this endorsement, retail broker means Lockton Insurance Brokers, LLC.

All other terms and conditions of this Policy remain unchanged.