NOTICE OF CONTRACT

COMMODITY:  Septic/Holding Tank Pumping & Disposal Services

CONTRACT NO.:  8002577

NIGP:  988-0800, 971-8200

VENDOR:  Wind River Environmental, LLC.

VENDOR #:  259847

46 Lizotte Drive
Marlborough, MA  01752

CONTACT:  Wind River Environmental, LLC.

Tel. No.:  1-800-499-1682

EFFECTIVE FROM:  September 9, 2019 through October 31, 2022

PRODUCTS:  Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform septic/holding tank pumping & disposal services for statewide locations.

PAYMENT & TERMS:  Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury

INVOICING & PAYMENTS:  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.

ORDERING:  State agencies will place their orders by electronic order entry, by email, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

SCOPE OF WORK:

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.

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.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor’s services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and 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 any State agency location at which services are to be provided.

The Contractor’s personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide 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.
**PRICING:**

<table>
<thead>
<tr>
<th>LOCATION NAME</th>
<th>START DATE</th>
<th>RATE/GALLON</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Department of Transportation</strong></td>
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<tr>
<td>NHDOT Bridge Maintenance - Antrim</td>
<td>On-call</td>
<td>$0.249</td>
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<tr>
<td>NHDOT Bridge Maintenance - Carroll</td>
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<td>$0.240</td>
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<tr>
<td>NHDOT Bridge Maintenance - Newfields</td>
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<td>$0.249</td>
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<tr>
<td>NHDOT Bridge Maintenance - Sarah Long Bridge</td>
<td>On-call</td>
<td>$0.220</td>
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<tr>
<td>NHDOT 3 - 303 Freedom Patrol Shed</td>
<td>On-call</td>
<td>$0.249</td>
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<tr>
<td>NHDOT 3 - 312 Wakefield Patrol Shed</td>
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<tr>
<td><strong>Department Of Natural &amp; Cultural Resources- Division Of Parks And Recreation</strong></td>
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<tr>
<td>Chesterfield Gorge</td>
<td>11/1/19</td>
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<tr>
<td>Forest Lake State Park</td>
<td>11/1/19</td>
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<tr>
<td>Robert Frost Farm</td>
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<tr>
<td>Rhododendron</td>
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<td>Gilson Pond Campground</td>
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<tr>
<td>Monadnock State Park</td>
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<tr>
<td>Sunapee State Park</td>
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<td>Mt. Cardigan State Park</td>
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<tr>
<td>Miller State Park</td>
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<tr>
<td>Wentworth Coolidge Mansion</td>
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<tr>
<td>Wadleigh State Park</td>
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<tr>
<td>Rollins State Park</td>
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<tr>
<td>Pillsbury State Park</td>
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<tr>
<td>Winslow Lake State Park</td>
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<td><strong>NH Liquor Commission</strong></td>
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<tr>
<td>NH Liquor Store #2</td>
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<td><strong>Adjutant General</strong></td>
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<tr>
<td>Adjutant General - National Guard Training Site</td>
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<td>Adjutant General - National Guard Armory</td>
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<td><strong>Glenciff Home</strong></td>
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<td>Glenciff Home <strong>ADDED 3/19/2020</strong></td>
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**REPAIR RATES, EMERGENCY SERVICES AS REQUIRED PER HOUR:**

<table>
<thead>
<tr>
<th>RATES PER HOUR</th>
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<tbody>
<tr>
<td>Monday thru Friday, 8:00 AM to 4:30 PM</td>
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<tr>
<td>Monday thru Friday, 4:31 PM to 7:59 AM</td>
</tr>
<tr>
<td>Saturday Work</td>
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<td>Sunday Work</td>
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**TANK CLEANING RATES**

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**QUESTIONS:** Direct any questions to Erica Brisson, 603-271-7272 or Erica.Brisson@DAS.NH.Gov