

**STATE OF NEW HAMPSHIRE**  
**DIVISION OF PLANT AND PROPERTY MANAGEMENT**  
**BUREAU OF PURCHASE AND PROPERTY**  
**25 CAPITOL STREET – ROOM 102**  
**CONCORD NEW HAMPSHIRE 03301-6398**

**DATE: 8/26/11**

**REQUEST FOR QUOTATION**

**QUOTATION RESPONSE IS DUE ON OR BEFORE: 9/6/11 @ 10:00 AM EST**

Please fax response to: 603-271-7564 or e-mail to [prchweb@nh.gov](mailto:prchweb@nh.gov) (or mail to above address)

**QUESTIONS REGARDING THIS REQUEST:** PAUL RHODES @ 603-271-3350 OR [Paul.Rhodes@nh.gov](mailto:Paul.Rhodes@nh.gov)

**SCOPE OF SERVICES:**

The purpose of this bid is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The scope of work shall include **solid waste collection and disposal**, at the locations and other agencies/locations as needed for the entire State of New Hampshire as listed in the offer section of this RFQ.

**Solid waste collection and disposal** shall be completed in a reasonable time frame as mutually agreed upon with agency and vendor. The Vendor shall submit a proposed schedule to the state agency requesting services at each facility at least ten (10) days prior to each period.

Vendor may bid on one or more **locations** as listed within the offer section

The term of this contract(s) is expected to be from **October 1, 2011, October 15, 2011 for the Employment Security locations, to June 30, 2012**, a period of approximately (15) months.

Vendor may also make site visits to any locations they wish to bid on if applicable. The act of submitting a bid shall be considered in full acknowledgment that the vendor is familiar with or had the opportunity to become familiar with, the conditions and requirements of these specifications with ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites relating to this bid.

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 Contract(s)ing 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 Vendor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall place 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 Contract(s)ing 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 deemed by him to be contrary to the public interest or inconsistent with the best interest of security.

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 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 shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is visible at all times.

The Vendor's personnel shall be allowed only in areas where work is 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.

**OBLIGATIONS and LIABILITY OF THE VENDOR:**

The Vendor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

The Vendor shall take all responsibility for the work under this contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. He shall in no way be relieved of his responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Vendor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

**PERFORMING SERVICES:**

The Vendor will perform all services according to the requirements and specifications of this bid and the New Hampshire Department of Administrative Services.

- The Contractor(s) shall furnish solid waste dumpsters, or recycling containers, as listed in Attachment A, all supplies necessary to complete the service, as well as be responsible for the collection, transportation, and legal disposal of the solid waste at an approved site.
- The term "solid waste collection and removal services" shall include providing containers, pick-up, transportation and disposal of solid waste. The Contractor(s) shall make their own arrangements to dispose of the solid waste.
- Each facility/agency will determine the pick location(s), container size, type, and frequency of pick up; will call or scheduled day(s).
- All dumpsters must have closed tops
- Bear-proof dumpsters may be required at some locations
- Locks may be required as well and must be provided at NO EXTRA COST. Agencies will make arrangements with the Contractor(s) for sites requiring locs.
- The containers at the NH State Prison for Men shall be clearly marked on the front as to size of container and a letter A-I for identification, see NH State Prison Requirements listed below.
- The Contractor(s) shall be responsible for the maintenance and repair of the containers at no additional cost to the State.
- The Contractor(s) shall at all times be responsible for the safe, careful, and efficient operation of their equipment and shall comply with all safety regulations applicable to this operation.
- Equipment operators shall be experienced and capable and shall be licensed by the state to operate motor vehicles.

- Additional containers can be added or upgraded to the contract in the future as agreeable between the parties.
- Some State of New Hampshire locations own their own compactors that would require only hauling and disposal; some would require receiver box rental, hauling, and disposal. Agency contact will specify when requesting service.
- Response time for Will Call locations shall be within 72 hours once service call is requested.
- The State reserves the right to change the size of the container, or the frequency of pick-up, for any of the locations throughout the term.
- Additional, on-call pick-up service shall be provided at the rates and prices for normal services as specified in offer section.

**OFFER:**

Location	Address	Town	Dumpster size (Cubic Yard)	Pick Up Schedule	Additional items	Price/Pickup
Hillsborough North Court House	300 Chestnut St	Manchester	6	Weekly		\$_____
Hillsborough North Court House	300 Chestnut St	Manchester	6	Weekly	Single Stream Recycling Container	\$_____
NH Employment Security	300 Hanover St	Manchester	6	Three/Week		\$_____
NH Employment Security	6 Townsend West	Nashua	6	Weekly		\$_____
NH Employment Security	2000 Lafayette Rd.	Portsmouth	2	Weekly		\$_____
NH Employment Security	29 South Broadway	Salem	6	Weekly		\$_____
Littleton Rest Area	2434 St. Johnsbury Rd.	Littleton	4	Will Call	Must be bear proof and delivered w/ locks	\$_____
Colebrook Rest Area	374 Leslie G. Lord Memorial Highway	Colebrook	4	Will Call	Must be bear proof and delivered w/ locks	\$_____
Shelburn Rest Area	835 US Route 2	Shelburne	4	Will Call	Must be bear proof and delivered w/ locks	\$_____

**AWARD**

Award will be made to the bidder offering the lowest total cost for each individual location. A bid award, in the form of contract, will be awarded to a vendor who is currently registered to do business and in good standing with the state of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of state:

<http://www.sos.nh.gov/corporate>.

**BIDDER INFORMATION AND SIGNATURE:**

\_\_\_\_\_  
Name of Company (please print)

\_\_\_\_\_  
Street/ PO Box Address

\_\_\_\_\_  
Telephone No

\_\_\_\_\_  
Authorized Signature.

\_\_\_\_\_  
City/Town/State/Zip

\_\_\_\_\_  
Fax No

Email Address\_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### FEDERAL FUNDS

The Division of Plant and Property Management as the delegated enforcement agency of RSA 21-I:14 VIII for the Commissioner's office shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the standards set forth in Attachment O, Circular NO. A-102, paragraphs 7,8 and 9 of the Federal Procurement Standards.

### SPECIFICATIONS

Vendors must bid on items as specified. Any proposed changes must be detailed in writing and received at the Division of Plant and Property Management at least five (5) days prior to the bid opening. Vendors shall be notified in writing if any changes bid specifications are made. Verbal agreements or instructions from any source are not authorized.

### PATENT PROTECTION

The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform commercial Code).

### ASSIGNMENT PROVISION

The contractor/vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations or contracts in restraint of trade which affect the price of goods or services obtained by the State of New Hampshire.

### BIDS

Bids must be received at the Division of Plant and Property Management on/or before the date and time specified for the opening. Bids must be made on the official bid form and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling. Bids that are unsigned will not be considered.

Terms of payment will be Net 30 days.

When samples are required they must be submitted free of cost and will not be returned.

Items left for demonstrations purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the State. Said demonstration units shall not be offered to the State as new equipment.

Quotes may be issued only by the Division of Plant and Property Management to authorized vendors and are not transferable.

Bids will be made public and may be reviewed, only after they have been properly recorded. **Bid results will not be given by telephone** and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

The quote is submitted in accordance with Chapter 21-I and rules promulgated thereunder, and constitutes a firm and binding offer. The determination of whether a bid may be withdrawn is solely at the discretion of the Director of Plant and Property Management.

However, in no event shall a bid be withdrawn unless the request for withdrawal is filed within five days of the date of the bid opening and the bidder establishes that the bid contains a material mistake, and that the mistake occurred despite the exercise of reasonable care.

### AWARD

The award will be made to the responsible bidder meeting specifications at the lowest cost unless other criteria are noted. Unless otherwise noted the award may be made by individual items. The State reserves the right to reject any or all bids or any part thereof.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received with respect to price, award will be made by drawn lot.

Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of invoice, whichever is the later.

### DELIVERY

If the vendor fails to furnish items in accordance with all requirements, including delivery, the State may repurchase similar items from any other source without competitive bidding and the original vendor may be liable to the State for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of a shipment.

### TOXIC SUBSTANCES

In compliance with RSA 277-A known as *Workers Right to know Act*, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

### SPECIFICATION COMPLIANCE

The vendor may be required to supply proof of compliance with bid specifications. When requested, the vendor must immediately supply the Division of Plant and Property Management with certified test results or certificates of compliance. Where none are available the State may require independent laboratory testing. All cost for such testing, certified test results or certificate of compliance shall be the responsible of the vendor.

### INVOICING

All invoices must be in triplicate showing Order Number, Unit Price, Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the quote or purchase order, payment will not be due until thirty (30) days after all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.