NOTICE OF CONTRACT

COMMODITY:   SAND SWEEPING AND REMOVAL

CONTRACT NO.:  8002287

NIGP:   968-7400

VENDOR:   BDM Sweeper Service Inc   VENDOR #: VC # 158015
93 Base Hill Road
Keene, NH 03431

CONTACT PERSON(s):  Andrew Robinson
Tel. No.:   (603) 357-5835
E-Mail:   bdm@arlingtonpaving.com

EFFECTIVE FROM:  April 1, 2018 – March 31, 2021

PAYMENT & TERMS:  Payments shall be made via ACH.

INVOICING & PAYMENTS:  Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State’s satisfaction.

DELIVERY TIME:  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. No premium charges shall be paid for any off-hour work.

F.O.B.:   F.O.B. Destination to any location within the State of New Hampshire

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

QUESTIONS:  Direct any questions to Jeff Haley, 603-271-2202 or Jeffrey.Haley@NH.Gov
SCOPE OF WORK

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 Sand Sweeping & Removal Services, at the locations and other agencies/locations as needed for the entire State of New Hampshire in Attachment A.

Sand Sweeping & Removal Services 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. No premium charges shall be paid for any off-hour work.

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.

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.

THE SUCCESSFUL VENDOR/VENDORS SHALL FURNISH THE FOLLOWING SERVICE:

1. CO-ORDINATE WITH FACILITY REPRESENTATIVE FOR SCHEDULING CLEANUP. (WHERE POSSIBLE ALL SWEEPING IS TO BE ACCOMPLISHED AFTER NORMAL BUSINESS HOURS.)

2. The term “Sand Sweeping and Removal Services” as used shall include but not be limited to the following services:
   • Provide all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work for the agencies listed in “Sand Sweep Facilities.pdf”.

3. Fugitive Dust. The following is deemed and declared to be a public nuisance and is not allowed:
   • Any airborne particulate matter generated from sweeping activities that is visible (cloud of dust), or adversely affects any person, their property, or their reasonable enjoyment of their property.

4. Dispose of all materials (sand etc.) collected during cleanup shall be done in a Green Manner and shall meet all applicable laws.
   • All disposals shall be at the Vendors expense and shall not be on State Property.

5. Sand Sweeping and Removal Services shall include machine sweeping and hand sweeping as required by facility (all hand sweeping shall be agreed to in writing before the work is performed). Sweeping includes corners.
6. All additional Cleaning work requires written pre-approval.

**THE STATE (Facility / Agency) SHALL DO THE FOLLOWING:**

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>MAKE EVERY EFFORT TO ENSURE THAT PARKING LOTS ARE EMPTY</td>
</tr>
<tr>
<td>2.</td>
<td>Clean traffic Islands prior to sweeping unless otherwise agreed upon.</td>
</tr>
<tr>
<td>3.</td>
<td>Walkways/Sidewalks shall be cleaned prior to sweeping, unless otherwise agreed upon.</td>
</tr>
</tbody>
</table>

**Motorcycle Training Ranges (SCOPE OF WORK):**

The facilities listed in offer section are to be:

- Swept clean
- Then blown clean to remove all dust and fine debris. (Fugitive dust does not apply)
- Cleaned Late March/Early April according to a detailed schedule which shall be provided annually
- All materials collected shall be removed and legally disposed of.

### Hampton Beach State Park (SCOPE OF WORK):

<table>
<thead>
<tr>
<th>Facility</th>
<th>City</th>
<th>Description (approximate size)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-BAY TO K-BAY</td>
<td>Hampton</td>
<td>422 parking spots</td>
</tr>
<tr>
<td>Central Parking Area - Hampton</td>
<td>Hampton</td>
<td>288 parking spots</td>
</tr>
<tr>
<td>HAMPTON BEACH NORTH</td>
<td>Hampton</td>
<td>614 parking spots</td>
</tr>
<tr>
<td>Jenness Beach</td>
<td>RYE</td>
<td>72 spots</td>
</tr>
<tr>
<td>NO DUMAS AVE.</td>
<td>Hampton</td>
<td>7 spots</td>
</tr>
<tr>
<td>North Hampton</td>
<td>NO HAMPTON</td>
<td>105 parking spots</td>
</tr>
<tr>
<td>North of Chamber to Marine Monument</td>
<td>Hampton</td>
<td>71 parking spots</td>
</tr>
<tr>
<td>OCEAN BLVD</td>
<td>Hampton</td>
<td>88 spots</td>
</tr>
<tr>
<td>State Employee Lot</td>
<td>Hampton</td>
<td>13 spots</td>
</tr>
</tbody>
</table>

The following applies to the aforementioned “facilities”.

**GENERAL**

- **All cleaning shall be done between the hours of Midnight to 6 AM.**
- **Clean debris free** sand may be deposited back on the beaches and spread by hand and or construction equipment.
- **Debris Removal**: the Vendor shall remove all debris off site and properly dispose of it in accordance with all State and Federal regulations.

**SITE SPECIFIC**

- Clean Debris and Sand off of the Stairwell, ADA Ramp(s) and Landing across from 18th Street and Ocean Blvd Route 1A North.
- Sweep Jenness State Beach, in Rye, NH parking lot and sidewalks.
- Sweep North Hampton State Beach in North Hampton, NH parking lot and sidewalks.
- Sweep out the State Owned Parking Spaces and Roadway at The State Park Toilet Building at the Intersection of Ocean Blvd. and High Street.
- Sweep the entire Hampton Beach State Park, Parking areas and Sidewalks from Haverhill Street North to Great Boars Head. The sidewalk along Ocean Blvd. From Haverhill Street to Great Boars head is State Park Property and shall be swept under these requirements.
- Sweep the State Owned Parking Spaces along Ocean Blvd Route 1A North from Dumas Ave to High Street.
- Sweep The State Owned parking spaces along Ocean Blvd Route 1A South from the intersection of 5th to across from Dumas Ave.

### Definitions

**Spring**

The Spring Clean-up removes sand materials and other debris that has accumulated during the winter months.

**Additional cleaning**

This is a per hour fee, requires written pre-approval. ALSO, TO INCLUDE ALL STATE AGENCIES NOT LISTED.

**Fugitive Dust**

Fugitive Dust is defined as any airborne particulate matter generated from sweeping activities that is visible (cloud of dust) or adversely affects any person, their property, or their reasonable enjoyment of their property.

**Collected materials disposal**

Dispose of all materials (sand etc) collected during cleanup shall be done in a Green Manner and shall meet all applicable laws. In addition all Disposal shall be at the Contractors expense and shall not be on State Property.

**GREEN manner**

Green manner disposal is the proper disposal of collected materials:

- Trash (paper, cardboard, refuse etc) shall be disposed of at a transfer station or land fill
- Dirt, soil, “rocks” that are clean (no oil gasoline, etc) can be deposited at a land fill or similar place.

**Price quoted shall include all labor and machine fees.**
Contaminated refuse shall be treated as a hazardous waste and disposed of according to the type of contamination.

Debris free sand shall not contain any of the following:
- Man made substances
- "Trash" of any kind
- "Metal" of any kind
- Particulate greater than 3/8 inch (10mm) in diameter

### INVOICING

Itemized invoices must include the following:

- Date work was done
- Brief description of work done
- Cost of job as provided.
- Location of work

Itemized invoices shall be submitted in duplicate after the delivery of job/services to the individual agency that work was performed. Each agency will make payment through the normal state payment process, which is up to 30 days following the receipt of an approved invoice.

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 listed below:

**New Hampshire State Police**
Support Services
33 Hazen Dr
Concord NH 03301

**Adjutant Generals Department**
Paul Annis
4 Pembroke Rd
State Military Reservation
Concord NH 03301

**Administrative Services**
Ron White
25 Capitol Street
Room 418
Concord NH 03301

**New Hampshire Employment Security**
Helen Dinsmore
32 S. Main St
Concord NH 03301

**Department Of Transportation - Traffic Bureau**
David Cook
PO Box 483
Concord NH 03301

**Division Of Motor Vehicle**
Arthur Garlow
23 Hazen Dr
Concord NH 03301

**Glenciff Home**
PO Box 76
393 High Street
Glenciff NH 03238

**DRED - Division Of Parks & Recreation**
Business Office
Po Box 1856
172 Pembroke Road
Concord NH 03301

**Division Of Motor Vehicles (MRT)**
Larry Crowe
23 Hazen Drive
Concord NH 03305