

STATE OF NEW HAMPSHIRE  
Department of Administrative Services  
Division of Procurement and Support Services  
Bureau of Purchase and Property  
State House Annex  
Concord, New Hampshire 03301

Date: November 5, 2018

NOTICE OF CONTRACT

COMMODITY: SOLID WASTE REMOVAL

CONTRACT NO.: 8002416

NIGP: 968-7100

VENDOR: Pete's Rubbish removal, Inc  
1130 Mt Moosilauke  
Pike, NH 03780

VENDOR #: VC #167938

CONTACT PERSON(S): Neil Robie  
Tel. No.: 603-989-5300  
E-Mail: [neilrobie@hotmail.com](mailto:neilrobie@hotmail.com)

EFFECTIVE FROM: November 1, 2018 through October 31, 2021

PAYMENT & TERMS: Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Visa Credit Card) Unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:** [www.nh.gov/Treasury/Divisions/DocsForms/Tforms.htm?inc=P](http://www.nh.gov/Treasury/Divisions/DocsForms/Tforms.htm?inc=P).

Eligible participants shall negotiate their own payment methods with awarded vendor.

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.

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.

MINIMUM ORDERS: There is no minimum order required under this contract.

PERFORMING SERVICES:

The Contractor shall perform all services according to the requirements and specifications of bid 2105-19.

- The Contractor(s) shall furnish solid waste dumpsters, as listed in Attachment A. And roll off dumpsters as listed in Attachment B, 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 shall determine the pickup 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 and must be provided at NO EXTRA COST. Agencies shall make arraignments with the Contractor(s) for sites requiring locks.
- Locks that lost or broken due to negligent actions by State Agencies will be the agencies responsibility to replace.
- The Contractor(s) shall be responsible for the maintenance and repair of the containers at no additional cost to the State.
- The State reserves the right to request dumpsters that are deemed in disrepair, unsafe, or unsightly to be swapped out at no charge 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.
- 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.
- A maximum fee of \$50.00 may be charged to State Agencies that request a contracted dumpster size be swapped for a different size. This fee will not be charged for initial can placement for awarded locations.
- 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.

**Definitions:**

- "Will Call" containers shall be placed on requested site and picked up within 72 hours of service call.
- "As Needed" refers to containers that shall be placed on site once requested by the utilizing location and emptied within 72 hours of service call. The containers shall not be left permanently on site unless requested and agreed upon by the agency and Contractor.
- Bi-weekly or every other week scheduled pick-ups shall be performed twenty-six (26) total pick-ups per year.
- Twice/month scheduled pick-ups shall be performed twenty-four (24) times per year.
- Monthly schedule pick-ups shall be performed twelve (12) times per year.
- Weekly schedule pick-ups shall be performed fifty-two (52) times per year.
- Quarterly schedule pick-ups shall be performed four (4) times per year.
- Twice/week schedule pick-ups shall be performed one-hundred four (104) times per year.
- Four/week schedule pick-ups shall be performed two-hundred eight (208) times per year.
- Every other month schedule pick-ups shall be performed six (6) times per year.

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. No premium charges will be paid for any off-hour work.

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 will 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, 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.

DUMPSTERS PLACED AND TIPPED						
Location	Address	Town	Dumpster size (Cubic Yard)	Pick Up Schedule	Additional items	Price/Pick up \$
<i>Example</i>	<i>000 State Street</i>	<i>Anytown NH</i>	<i>6</i>	<i>Will Call</i>	<i>Bear Proof</i>	<i>\$10.00</i>
Patrol Shed 204	west side of Rte. 10, 2.1 miles north of Rte. 116 jct	Haverhill	6	Bi-Weekly		\$50.00
Patrol Shed 114	233 South Main St.	Lisbon	4	will call	bear proof	\$52.00
Liquor Store #7 Littleton	568 Meadow Street, Globe Shp Ctr	Littleton	2	weekly		\$35.00
Patrol Shed 201	east side of Rte. 10-1.76 miles north of Conn. River Bridge	Orford	6	Bi-Weekly		\$70.00
Warren Fish Hatchery	PO Box 75, Rte 25-25 Fish Hatchery Rd	Warren	2	Bi-Weekly	Bear proof	\$24.00
Liquor Store #16 Woodsville	1 Forest St., Butson's Complex	Woodsville	2	weekly		\$24.00

**QUESTIONS:**

Direct any questions to Jeff Haley, 603-271-2202 or [Jeffrey.Haley@das.nh.Gov](mailto:Jeffrey.Haley@das.nh.Gov)