

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: April 16, 2019

NOTICE OF CONTRACT

COMMODITY: HAZARDOUS WASTE PART II-PETROLEUM CLEAN-UP

CONTRACT NO.: 8002509

NIGP: 926-\*

VENDOR: SumCo Eco-Contracting LLC VENDOR # : 218584  
2 Centennial Drive  
Peabody, MA 01960

CONTACT PERSON(S): Nate White  
Tel. No.: 508-989-0419  
Fax No.: # 815-572-5022  
E-Mail: [nwhite@sumcoeco.com](mailto:nwhite@sumcoeco.com)

EFFECTIVE FROM: April 1, 2019 Through June 30, 2021

PAYMENT & TERMS: 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>

INVOICING & PAYMENTS: Itemized invoices shall be submitted to the individual agency after the completion of the job/services in accordance with **Section J. Vendor Payment Request Format & Content** found in the Scope 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.

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@DAS.NH.Gov](mailto:Jeffrey.Haley@DAS.NH.Gov)



II-E-1.	Vacuum Truck	60	Half Day	\$504.00
II-E-2.	Roll-Off truck	50	Half Day	\$480.00
II-E-4.	Transport Tractor/ Tankers	120	Half Day	\$780.00
II-E-5.	Flat Bed Tractor/Trailers	50	Half Day	\$0.00
II-E-6.	Vactor 4500 CFM	50	Half Day	\$624.00
II-E-7.	Motorized Response Boat	40	Half Day	\$325.00
II-E-8.	Emergency Response Van and/or Trailer	50	Half Day	\$65.00
II-E-9.	Crew Cab and Utility Trucks	80	Half Day	\$227.50
II-E-10.	Standard Pickup Truck	160	Half Day	\$0.00
II-E-11.	Dump Truck, 12 Wheel	20	Half Day	\$741.00
II-E-12.	Dump Tractor / Trailer	100	Half Day	\$845.00
II-E-13.	Backhoe, 0.5 c.y. bucket and 16 feet dig depth	50	Half Day	\$0.00
II-E-14.	Excavator , 150 type	160	Half Day	\$448.80
II-E-16.	Skidsteer, "Bobcat" or equal	150	Half Day	\$258.00
II-E-17.	Loader, 1.5 c.y. bucket	10	Half Day	\$362.40
II-E-18.	Bobcat Attachments	4	Half Day	\$480.00
II-E-19.	Excavator Attachments	2	Half Day	\$900.00
II-E-20.	Box Truck or Rack Truck	50	Half Day	\$480.00
II-E-21.	Roll-Off Liner	20	EACH	\$240.00
II-E-22.	Roll-Off Container, 20 c.y.	40	Half Day	\$18.00
II-E-23.	Roll-Off Container 30 c.y.	16	Half Day	\$0.00
II-E-24.	Skimmer – Duckbill, Slurp, Swiss	20	Half Day	\$0.00
II-E-25.	Water Blaster – 10,000 psi.	8	Half Day	\$0.00
II-E-26.	Hosty Steam Cleaner – 800 psi	16	Half Day	\$90.00
II-E-27.	Compressor –125/175	20	Half	\$234.00
II-E-29.	Pump, diaphragm 2 inch or 3 inch discharge	16	Half Day	\$90.00
II-E-30.	Pump Centrif, 1-1/2 inch or 3 inch disch	16	Half Day	\$90.00
II-E-31.	Electric Air Fan, Explosion Proof	40	Half Day	\$54.00
II-E-32.	Compactor, Walk Behind	6	Half Day	\$120.00
II-E-34.	Drum Vacuum Pump	40	Half Day	\$180.00
II-E-35.	Drop-Off and Pick-Up Charge, any size container	20	Incident	\$540.00

II-E-36.	Generator, up to 10K watt	16	Half Day	\$180.00
II-E-37.	Jackhammer, Bits and Hose	10	Half Day	\$102.00
<b>FIELD MONITORING EQUIPMENT</b>				
II-ME-1.	Photoionization Detector	100	Day	\$102.00
II-ME-2.	Metal Detector	40	Day	\$0.00
II-ME-3.	Oil/Water Interface Tape	10	Day	\$0.00
II-ME-4.	Oxygen/Explosimeter	50	Day	\$102.00
<b>SAMPLING EQUIPMENT</b>				
II-S-1.	Sampling Pumps	20	Day	\$0.00
II-S-4.	40 ml Vials	10	Case	\$0.00
II-S-5.	Well Bailers, Thieves Reusable	20	Each	\$0.00
II-S-6.	Well Bailers, Thieves Disposable	20	Each	\$0.00
<b>CONTAINMENT AND CLEANUP MATERIALS</b>				
II-C-1.	Drums, Type 17E, closed head	12	Each	\$66.00
II-C-2.	Drums Type 17H, open head	250	Each	\$54.00
II-C-3.	Drums, 25M, poly, 55 gallon	50	Each	\$78.00
II-C-4.	Drums, 17E, poly, 30 gallon	10	Each	\$0.00
II-C-5.	Drums, 17H, poly, 30 gallon	25	Each	\$0.00
II-C-6.	Overpack Drums, steel, 85 gal	50	Each	\$0.00
II-C-7.	Overpack Drums, Poly-Bondico, 90 gal	10	Each	\$234.00
II-C-8.	Sorbent Pads, 18" x 18" x 3/16", 200/bale	100	Bale	\$84.00
II-C-9.	Sorbent Booms 10' x 8" diameter, 4/bale	75	Bale	\$192.00
II-C-10.	Oil Snares, 30 units/box	50	Box	\$54.00
II-C-11.	Speedi-dry, 50lb. bag	75	Bag	\$14.40
II-C-12.	Polyethylene bags, 38" x 60" 4 mil, 50/case	10	Case	\$114.00
II-C-13.	Oil Spill Containment" or 18"	2,000	Feet	\$1.20
II-C-14.	Oil Spill Containment Boom, 36" Curtain	1,000	Feet	\$0.00
<b>CONTAMINATED MATERIAL DISPOSAL</b>				

II-D-1.	Transportation and disposal of gasoline and water	100,000	Gallon	\$1.38
II-D-2.	Transportation and disposal of light oils and water, #2 and #4	20,000	Gallon	\$0.61
II-D-3.	Transportation and disposal of heavy oils and water, #6	5,000	Gallon	\$1.32
II-D-4a	Transportations and disposal of solids contaminated with gasoline (quantities of 3 drums or less)	100	Drums	\$172.50
II-D-4b.	Transportations and disposal of solids contaminated with gasoline (quantities of equivalent 4 drums or more)	200	Tons	\$44.00
II-D-4c.	Transportation and disposal of solids contaminated with gasoline (bulk quantities, over 15 tons)	10,000	Tons	\$44.00
II-D-5	Transportation and Disposal of Waste Gasoline	8000	Gallons	\$1.38
II-D-6	Transportation and Disposal of Waste Fuel Oil	12000	Gallons	\$0.61
II-D-7a.	Transportation and disposal of solids contaminated w/ oil (quantities of 3 drums or less)	200	Drums	\$172.50
II-D-7b.	Transportation and disposal of solids contaminated w/oil (quantities of equivalent to 4 drums or more, in tote boxes)	250	Tons	\$44.00
II-D-7c.	Transportation and disposal of solids contaminated w/oil (bulk quantities, over 15 tons)	25,000	Tons	\$44.00
<b>ANALYTICAL LABORATORY SERVICES</b>				
II-A-3.	Volatile Organic Compounds plus MtBE, for gasoline in Soil by EPA Method 8260B*	120	Each	\$115.50
	* NHDES Full List for VOCs			
II-A-4.	Volatile Organic Compounds plus MtBE, for gasoline in Water by EPA Method 8260B*	40	Each	\$115.50
	* NHDES Full List for VOCs			
II-A-5.	Total petroleum hydrocarbons for gasoline in soil by <b>GRO</b> -Purge and Trap-GC/Fid Method <b>8015</b>	60	Each	\$110.00
II-A-10.	Polyaromatic hydro-carbons for fuel/diesel oil in soil by EPA Method 8270 or Method 8310	80	Each	\$148.50
II-A-11.	Total petroleum hydrocarbons for fuel/diesel oil in soil <b>DRO</b> by Extraction GC/FID Method <b>8015</b>	80	Each	\$104.50
II-A-12.	Polyaromatic hydrocarbons, for waste oil in soil, by EPA Method 8310 or <b>8270</b>	20	Each	\$159.50
II-A-13.	Polyaromatic hydrocarbons, for waste oil in water, by EPA Method 8310 or <b>8270</b>	20	Each	\$159.50
II-A-14.	Total petroleum hydrocarbons for waste oil in soil by <b>DRO</b> Extraction GC/FID Method <b>8015</b>	50	Each	\$104.50
II-A-15.	Metals analysis (arsenic, cadmium, chromium, lead and mercury for	25	Each	\$412.50

	waste oil in soil by EPA Method 6010			
II-A-17.	Volatile Organic Compounds in Air by EPA Method TO-14	10	Each	\$0.00
II-A-18.	Add-on for 24-hour turn-around on analytical samples	100	Each	\$172.50
<b>REPORTING</b>				
II-R-1.	Incidence Response Reports	25	Each	\$0.00
II-R-2.	Engineer's Structural Report	10	Each	\$1,725.00
II-R-3.	Electronic submittals	50	Each	\$0.00

**SCOPE OF SERVICES:**

**GENERAL TERMS AND CONDITIONS**

1. Projects are to be quoted per occurrence to all Vendors awarded a contract based on the pricing in the Offer Section. Utilizing agency shall issue a detailed Scope of Work (SOW) through a Request for Quote (RFQ) to include all specifications of each individual project. The RFQ will be awarded to the lowest cost response meeting specifications.
2. Services are requested for the cleanup, disposal, recycling, or treatment of petroleum products discharged into the environment. These discharges can consist of but are not limited to: ruptured or leaking underground and/or above ground storage tanks, leaks from piping, spills, illegal petroleum dumps, or other circumstances involving the release of petroleum products. All these conditions and any other similar conditions presenting a hazard to the environment, or health and safety of the public shall be included under any awarded contract. The Vendor shall furnish the necessary personnel, permits, material, equipment, services, and facilities to perform the work contained in the Scope of Work.
2. The Vendor shall identify laboratories to be used for testing of petroleum products, soils, water and other samples required to be analyzed under any awarded contract. The laboratories shall be certified by the N.H. Department of Environmental Services.
3. It shall be the Vendor's responsibility to obtain all local, State, and -Federal permits required under any awarded contract.
4. The services to be performed under this Agreement shall be in accordance with all current State and Federal Emergency Response Requirements.
5. All work and remediation shall follow the Env-Or 600 Contaminated Site Management, and EPA Standards, New Hampshire Department of Environmental Services (NHDES) regulations, regulations established by OSHA, national fire standards, and applicable local codes and ordinances.
6. A duly authorized representative for the state agency/municipality/institution requiring work by the Vendor shall perform inspection and acceptance of materials and services 78. The Vendor shall ensure that all sampling conducted is in accordance with applicable EPA analytical protocols. It is anticipated that air, surface water, groundwater, and soil samples shall be collected. All samples shall be properly collected in the appropriate containers and be properly preserved and transported. Strict chain-of-custody procedures shall be followed at all times in order to guarantee sample integrity.
7. The Vendor shall provide at least 51%of the labor, equipment, and materials based on the final invoiced costs for each assignment, minus the associated transport and disposal costs. Exceptions shall be allowed where transport and disposal are the primary work activities.
8. Any contract or contracts awarded under this bid may be funded in part by a grant from the United States Environmental Protection Agency. Neither the United States nor any of its departments, agencies, or employees is or will be a part to the bid or any resulting contract.

**B. SPECIFICATIONS**

1. Services to be provided by the Vendor shall include but are not limited to the following activities:
  - a. containment of free phase petroleum product;

- b. collection of free phase product to prevent migration. Methods of collection of both surface and subsurface free product may include: interception trenches, dual pump systems, floating surface skimmers, and oil/water separators;
- c. collection of floating and submerged oil;
- d. installation of temporary above ground tanks and associated piping;
- e. groundwater recovery employing one or more of the following processes: well points, collection trenches, recovery wells, hydraulic barriers, and injection wells;
- f. control of surface water through diversion and/or collection;
- g. excavation for the removal of contaminated soil and sediments;
- h. transportation and disposal of collected free phase product, soils, sediments, and consumable materials used in the clean-up of a site;
- i. groundwater treatment through the use of activated carbon adsorption, air stripping, biological treatment, soil vapor extraction, and dual phase extraction;
- j. securing the site from trespassers and/or all unauthorized personnel.
- k. removal of above ground and underground storage tanks.

### **C. EMERGENCY AND NON-EMERGENCY RESPONSE**

1. If a release poses a significant and immediate threat to human health and to the environment, then the release is considered an emergency. The State will determine if an emergency exists.
2. The Vendor shall respond to a non-emergency spill or release within a maximum of 24 hours unless a greater time is approved by the Agency. The State will determine if a spill or release is a non-emergency.
3. The State and Vendor shall agree to the choice of the method to be used in addressing the cleanup of a site prior to commencement of the work.
4. The Vendor shall have the capability to provide a satisfactory initial response to any reported emergency petroleum release or spill in the State of New Hampshire.
5. The 24-hour manned emergency telephone number for the State of New Hampshire is 603-271-4381. The NHDES telephone number for the Waste Management Division – Spill Response & Complaint Investigation Section is 603-271-3899; (8am to 4pm, Mon- Fri.)
6. The Vendor shall maintain a 24-hour per day, 7 days per week response capability.
7. In situations where severe weather conditions may affect road conditions and the travel time, the State contact person may allow the Vendor additional travel time. Such additional travel time shall be agreed to at the time of notification and shall be documented by both the Vendor and the State contact person.
7. When a spill occurs, the Agency contact person shall notify the Vendor by telephone, providing the best available information regarding the spill. If possible, this will include the location, type of product, and estimated size of the spill, a brief description of the impacted area, name and contact phone number of responsible party, and a preliminary list of the resources that may be required.
8. The Vendor may be supervised by representatives of the State.
9. Any discharge of oil in violation of RSA 146-A shall be reported to the NHDES, Waste Management Division by any party having knowledge of the discharge.
10. Upon arrival at the site of a hazardous waste spill or incident, the Part II Vendor shall coordinate with the State representative to use the Part III Contractor's services or applicable bid rates.

### **D. ASSIGNMENT OF PERSONNEL**

1. Assignment of Vendor personnel to any of the projects/sites shall be appropriate to the complexity and size of the project and the type of work to be performed. The lowest technical level of personnel capable of performing the work shall be assigned to the project whenever possible. Where overly qualified personnel are assigned to the project, the Agency, at its sole discretion, may pay the Vendor

at the rate in the Bid for the work actually being performed, i.e., should a Foreman be performing the duties of a Laborer, the rate paid by the Agency may be reduced from the rate of Foreman to that of Laborer

2. Duplicate supervisory personnel shall not be assigned to the project unless the work effort warrants that level of involvement. As an example, the assignment of multiple Foremen to a project shall be appropriate to the level of work occurring.
3. The Vendor shall provide to the Agency, the names and job assignments of all management personnel for approval prior to assignment to the Work. Once assigned to the project, the Vendor shall not substitute personnel in any of the management positions without prior approval from the Agency.

#### **E. HEALTH AND SAFETY**

1. The nature of the work to be performed is inherently hazardous.
2. In performance of work under any awarded contract the Vendor shall, as a minimum, satisfy all federal, State, and local statutes, regulations, ordinances, etc., regarding health and safety. The Vendor shall ensure complete compliance with all the requirements of 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response" Final Rule. Beyond these minimum requirements, the Vendor shall develop and make available to the State for review a Health and Safety Plan (HASP) specific to the release or spill site. These plans shall include: descriptions of measures designed to protect the health and safety of the incident responders, location of nearest hospital, and names of safety personnel.
3. The Vendor shall have sufficiently trained staff as safety personnel and as hazardous waste technicians and operators. The minimum safety training requirements are established in sub-Section C, Part III.
4. It shall be the Vendor's responsibility to amend or revise the HASP once on site to address specific site conditions.

#### **F. CONSULTANTS, SUBCONTRACTORS AND VENDORS**

1. The State may at any time by written order require the performance of extra work activities not included in the scope of the Bid. In the case of work that is done by subcontractors, payment to the Vendor shall be limited to a price determined by adding fifteen (15) per cent to the quoted cost of the work. Said markup shall be the Vendor's fee in directing the operations of the subcontractor, for administrative supervision, and for all overhead costs.
2. Consultants, Subcontractors and Vendors (add terminology from DES contract 5.2 through 5.2.8.
3. Vendor shall be responsible for all payments to the subcontractors.
4. The Vendor may use the service of a Subcontractor where reasonable, appropriate and consistent with industry practice. The Vendor shall not award any Work or Subcontractor without prior approval of the State Representative.
5. The Vendor shall be fully responsible to the State for the acts, errors and omissions of a Subcontractor.
6. The Subcontractor shall be bound by the same terms and conditions as those that bind the Vendor to the State, but there shall be no direct contractual relationship between a Subcontractor and the State.
7. The Vendor shall provide to the State the subcontractor's reports and documentation for each Assignment.
8. A Vendor that relies on a Subcontractor to provide equipment or services for Emergency Work shall structure their Subcontractor agreement (or agreements) to ensure same-day deployment capability.
9. A Vendor may employ the services of a Consultant as a Subcontractor for certain Assignments, with prior written approval of the State Representative.
10. A Vendor may obtain materials, supplies and services from a vendor as necessary to complete routine Work without specific approval of the State Representative.
11. The Vendor shall provide the State with all technical instructions, operations and maintenance manuals, warranties and security codes/keys, related to materials, supplies and services acquired from a Subcontractor or Vendor.

## **G. WORK ADJACENT TO STRUCTURES**

1. For work in the vicinity of a structure which may affect structural integrity, the Contractor shall obtain the services of a qualified structural or geotechnical Professional Engineer licensed in the State of New Hampshire. The engineer shall provide evaluation and design services prior to the start of the work.
2. In instances where it becomes necessary to excavate next to existing structures, photos shall be taken of the structure prior to commencement of the work. Where appropriate, videotaping of the structural conditions may also be performed to supplement photographs. The completeness of the photographic record may be crucial in any subsequent litigation that may arise.

## **H. SITE RECORDS**

1. The Vendor shall maintain records for each response site. These shall include daily logs, reports, and a photo history of the site. The Vendor shall maintain daily logs listing the work performed, the number of personnel on the site and equipment on site. The log shall also document weather conditions, list all personnel, subcontractors and visitors on-site.
2. The Vendor shall take photographs of the site conditions and photographs at the completion of the work. Digital photographs are preferred; if prints, photos shall be 4-inch by 6-inch color. Photos shall be documented with the date, time, and location of the camera. Should the project extend over several days, progress photos shall also be taken and kept with the project records.

## **I. INCIDENT REPORTS**

1. The Vendor shall prepare a report upon the completion of the effort at each site. The purpose of the report is to document the incident and the work performed. The report shall provide findings, and conclusions regarding the activities completed; account for the funds expended, and provide guidance and recommendations, which could be, applied to future response efforts of a similar nature. Incident Reports shall be submitted within 30 days of completion of work on the site to the Agency, which had activated the service. Failure to submit the report within the time allowed shall result in the holding of all subsequent payments to the Vendor until the report is submitted. A copy of this report will also be submitted to the State, if any discharge of oil in violation of RSA 146-A has occurred.
2. At a minimum, each Incident Report shall include a completed Initial Response Action Reporting Form. The following supplementary information shall be provided in the report:
  - a. actual cost breakdown;
  - b. name of agency representative who initiated the response;
  - c. date and time personnel and equipment arrived;
  - d. date and time Vendor notified;
  - e. number of individuals responding;
  - f. equipment and materials used; and recorded for disposal documentation

## **J. VENDOR PAYMENT REQUEST FORMAT & CONTENT**

1. The Vendor shall invoice each Assignment separately. For long duration projects, multiple invoices may be submitted. Each invoice shall be submitted in the appropriate electronic format prescribed by the State.
3. Each payment request or invoice shall include the following information:
  - a) Department of Environmental Services Site Number, Project Type, Site Name, Town or City.
  - b) Vendor project number and dates when work was performed.
  - c) Invoice number and date.
  - d) Project description (for example, "truck rollover on highway, "XYZ Property).
  - e) Daily work summaries (complete and legible copies) including the following, as applicable:
3. An incident description.
  - a) List of all equipment and materials used with quantities.
  - b) List of all Vendor personnel on-site, with labor categories and hours worked by each individual.
  - c) Copies of Subcontract invoices and work orders, itemizing services and materials provided. Additional information may be required to document the cost of services and materials provided.
  - d) Copies of Vendor payroll sheets to document overtime pay per individual.

- e) Copies of approved Scope of Work and Change Orders.
- f) Copies of signed Waste Manifests and Bills of Lading.
- g) Copies of Certificates of Disposal from approved facilities.
- h) Invoice detail for each item shall include:
  - 4. Price Schedule Item Number.
  - 5. Item description.
  - 6. Quantity billed.
  - 7. Item price.
  - 8. Amount billed.
    - a) The labor costs associated with preparation, travel, office time and on-site time shall be listed separately for each day of activity.
    - b) The invoice subtotal or total shall be provided at the bottom of each invoice sheet.
- 6. Emergency response premiums shall not be paid. No administrative and fuel/energy surcharge costs are permissible.
- 7. Payment for services shall be 100% of the billed amount, payable within 30 days upon acceptance of the Vendor's invoice. Certification of final disposition of the waste material shall be received by the Agency using the Vendor's services within 90 days from completion of the work waste shipment records should be received by the Agency no later than submittal of last invoice. The Agency may waive this requirement in situations where long-term services are required or where it is deemed appropriate.
- 8. Labor costs, with the exception of preparing site Incident Reports, shall apply to on-site time only. Portal-to-Portal and site to site time shall not be paid.
- 9. Item II-M-1, Site Mobilization and Demobilization, covers the cost to the Vendor for mobilizing equipment and personnel to the site of a significant spill, remediation, or project site and subsequently demobilizing the equipment and personnel upon completion of the assignment. One payment shall be made for each site the Vendor is called to, regardless of the number of visits required to complete the task. Mobilization fees shall not be applied to assignments addressing small spills (less than 25 gallons), roadside pick-ups, and/or tasks that can be completed utilizing only light equipment (i.e. duty vans/trucks). Payment shall normally be made upon demobilizing from the site. However, where the Vendor's equipment and personnel will be required on-site for a period exceeding one month, half of the bid amount shall be paid for mobilization and the remaining half shall be paid upon demobilizing from the site.
- 10. The Vendor in providing costs for the disposal of the wastes, Items II-D-1 through II-D-7C shall include with each bid item a designation for the method of disposal of the material. The Vendor shall use one of the following letters to identify the method of disposal:
  - a. R – recycling;
  - b. T – treatment;
  - c. I – incineration;
  - d. L- land filling

In the event a waste item is not covered in the Bid, the price for disposal, recycling, or treatment, shall be negotiated with the generating Agency, and so noted on the invoice rendered by the Vendor.
- 11. The State realizes that the most preferred method of disposal, recycling, may not be appropriate or possible for certain wastes. The Vendor's designation shall be the most preferred method of disposal available for the waste based on current industry standards. Consistent use by the Vendor of a disposal method of a lower preference than that commonly used may be grounds for rejection of the Bid, to be in compliant with State Government Waste Reduction, Recycling and Recycled Products Waste (**RSA 9-C**).
- 12. All labor prices Items II-L-1 through II-L-9 are based on Level D, personal protective equipment. Items II-P-1 through II-P-3 shall be the additional cost of providing Level A, Level B or Level C PPE to each worker donning PPE as directed by the Site Safety Officer, (29 CFR 1910.120, Append B).
- 13. Payment for laboratory analyses shall include all labor, materials, and equipment necessary to perform the laboratory analysis and report the results. The cost of performing special analyses not listed in the Bid or the NH Petroleum Reimbursement Fund Program unit and project base cost sheet shall be provided at a cost to be agreed upon by the Vendor and the Agency requesting the services. All

laboratory analysis prices shall be based upon a two-week turn-around, unless the requesting agency requests an alternative turnaround time and associated costs.

14. If the project lasts for more than one (1) day and is over 80 miles from the Vendor's N.H. base of operations, per diem charges for employees on the project shall be allowed. Per diem rates shall be reimbursed for the expense of meals and lodging. Per diem rates shall not exceed the current prevailing rates for the State established by federal travel regulations. Receipts shall be originals and submitted with the request for compensation in order to verify the expense.
15. Costs for the disposal, recycling, treatment, land-filling and transportation of materials contaminated with hazardous wastes shall be accepted or rejected based on comparison with the Part II Contract bid prices and quoted prices by the Part III Contractor.
16. Prices for the disposal, recycling, treatment, and transportation of waste materials shall include all applicable state and federal fees and taxes.
17. Cost of preparing the HASP shall be included in and incidental to Item II-M-1, Mobilization and Demobilization, contained in the Bid when applicable.
18. Heavy Equipment that is on-site but not being used on a daily basis may be considered as standby equipment and payment for the Bid item shall be reduced to a standby rate. The standby rate for all equipment shall be 50% of the rate stated in the bid. Where it is agreed by the Agency that a piece of equipment is essential on site to mitigate a potential threat to on-site personnel, public health, or the environment, this reduction in the charge rate may not be applied.
19. Equipment used on-site for any part of the payment period shall be paid for the full amount of that period, i.e., equipment with a daily lease rate shall be paid the full rate regardless the length of time the equipment is used on-site within the payment period. Measurement for payment for equipment with half day rates shall extend from midnight to noon and from noon to midnight. Payment for equipment during on site time cross-over periods must be onsite for at least four hours and does not include travel time.
20. Cost for Equipment and/or items not included in this proposal shall use the NH Petroleum Reimbursement Fund Program unit and project base cost sheet. Payment for materials used without a Bid Item or NH Petroleum Reimbursements Fund Program shall be actual cost plus 10 percent. See Attachment A,
21. The cost of preparing and maintaining site records shall be included in and incidental to Mobilization and Demobilization, Item II-M-1, in the Bid when applicable.
22. Labor Bid Items shall be adjusted for overtime in accordance with the following schedule:
  - a. Bid Price x 1.5 – Work hours in excess of 8 hours on any weekday or Saturday
  - b. Bid Price x 2.0 – Work hours on Sundays and State recognized holidays.
23. The Contaminated Material Disposal bid items are for the cost to transport the wastes from the site or incident to the disposal facility and for the disposal, treatment, recycling, and /or land-filling of the wastes. There shall not be separate transport costs from the site or incident to a processing facility which in-turn packages the wastes for final disposal at another facility to be charged at the transport /disposal bid prices and will be billed at the equipment rate.

#### **K. CHANGE ORDERS**

1. The State shall use written Change Orders for Non-Emergency Work to authorize additional Work not originally requested under the approved Scope of Work or to authorize additional quantities and items for handling and disposition under the given Assignment. In some cases, the Change Order mechanism may be used by the State to consolidate and transport and/or dispose of contained wastes from more than one site for economic advantages. The amount of compensation to be paid to the Vendor for any extra work shall be agreed upon between the parties and stipulated in the Change Order.
2. The Vendor shall complete a Change Order form provided by the State for changes to time, materials, transportation or disposal costs, for any time or schedule change, and/or for use of subcontractors. The State must pre-approve the Work and dates under a Change Order, for the Vendor to be compensated.
3. The State may verbally authorize minor changes or alterations in the Work that do not involve extra cost. These items shall not need to be authorized by a written Change Order.

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 shall be paid for any off-hour work.

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:**

Successful Vendor shall be required to warranty all of the work awarded to Vendor for a period of not less than one (1) year or the manufacturer's standard period of time, whichever is greater, from the date the services are completed, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

#### **OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The Vendor shall perform 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 drawings.

The Vendor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their 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 shall be repaired at their own expense.

#### **PERFORMING SERVICES:**

The Vendor shall perform all services according to the requirements and specifications of this bid.