

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

NOTICE OF CONTRACT

DATE: 12/23/14

CONTRACT: SERVICES-RECYCLE LAMPS, BALLASTS, DRY CELL BATTERIES AND
MERCURY DEVICES

CONTRACT NO.: 8001660

NIGP CODE: 926-7777

CONTRACTOR: COMPLETE RECYCLING SOLUTIONS, LLC. ID# 169536 B001
1075 AIRPORT ROAD
FALL RIVER, MA 02720

SUBMITTED FOR ACCEPTANCE BY:

Alan Hofmann
ALAN HOFMANN, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 12/26/14

RECOMMENDED FOR ACCEPTANCE BY:

Robert Stowell
ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE 12/29/14

ENDORSED FOR ACCEPTANCE BY:

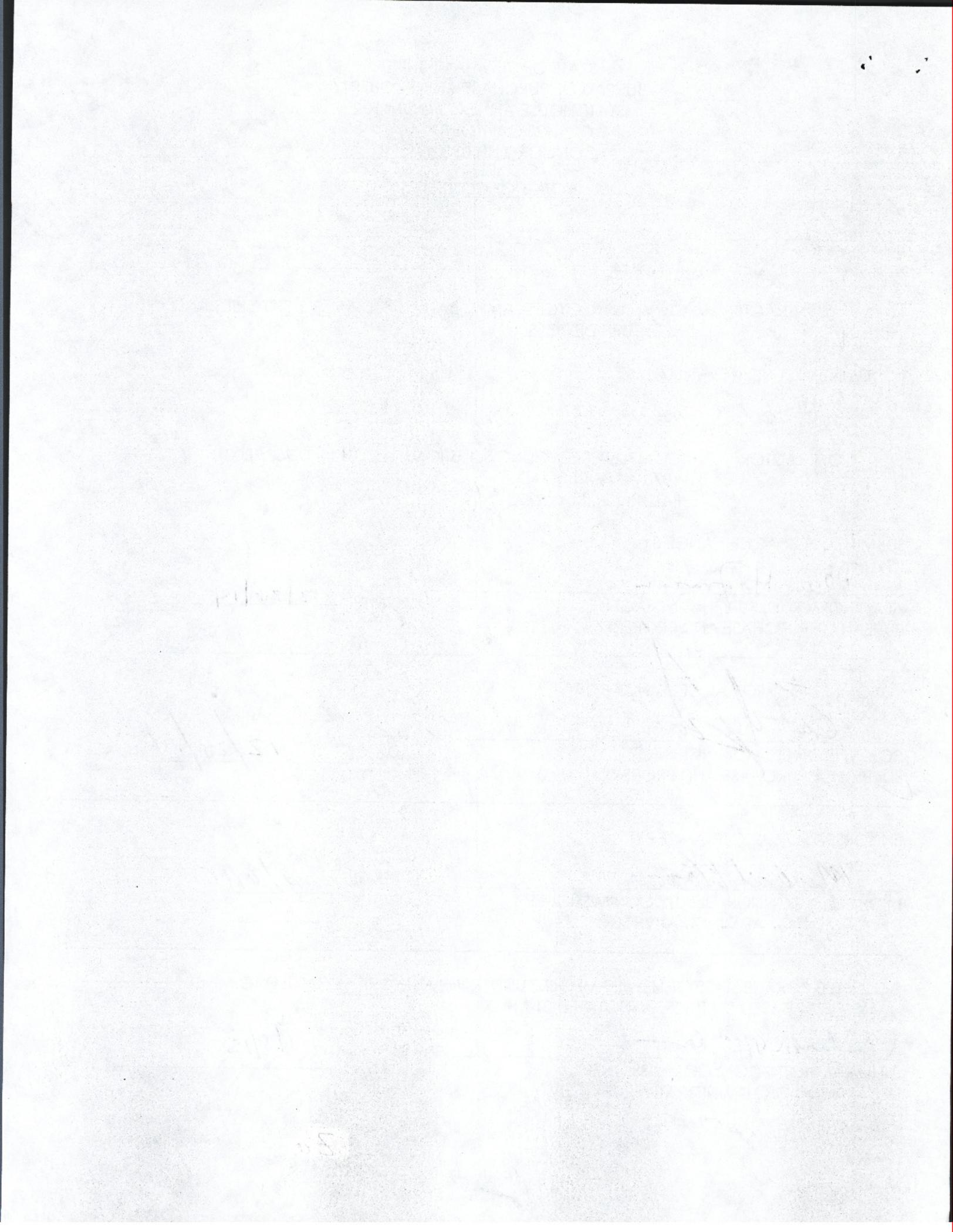
Michael P. Connor
MICHAEL P. CONNOR, DEPUTY COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 1/6/15

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

Linda M. Hodgdon
LINDA M. HODGDON, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 1/8/15



STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 11/4/2014

Company Name: COMPLETE RECYCLING SOLUTIONS LLC
Address: 1075 AIRPORT ROAD
FALL RIVER MA 02720

To: Point of Contact: Alan Hofmann
Telephone: (603)-271-2550
Email: prchweb@nh.gov

RE: Bid Invitation Name: **CONTRACT - SERVICES - RECYCLING AND DISPOSAL OF FLUORESCENT LAMPS, BALLASTS, DRY CELL BATTERIES AND MERCURY DEVICES**

Bid Number: BID 1686-15
Bid Opening Date and Time: November 5, 2014 @ 1:30 PM

Dear Alan:

[Insert name of signor] Charles K Hopkins, on behalf of COMPLETE RECYCLING SOLUTIONS LLC insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 1686-15 for - **RECYCLING AND DISPOSAL OF FLUORESCENT LAMPS, BALLASTS, DRY CELL BATTERIES AND MERCURY DEVICES** Services Contract(s) at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-1:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-1:11-c within the past year.

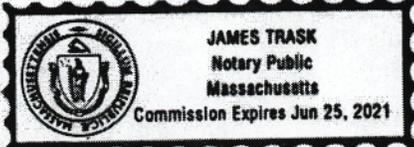
Authorized Signor's Signature [Signature] Authorized Signor's Title Director

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Bristol STATE: MA ZIP: 02719

On the 4 day of November, 2014, personally appeared before me, the above named Charles K Hopkins, in his/her capacity as authorized representative of CRS, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.
[Signature]
(Notary Public/Justice of the Peace)



My commission expires: June 25, 2021 (Date)

**REQUEST FOR BID FOR A CONTRACT TO
PROVIDE - RECYCLING AND DISPOSAL OF FLUORESCENT LAMPS, BALLASTS, DRY CELL BATTERIES AND MERCURY DEVICES
SERVICES FOR THE STATE OF NEW HAMPSHIRE**

PURPOSE:

This is a request for bid issued by the Department of Administrative Services (DAS) Division of Plant and Property Management, to establish a contract(s) for- RECYCLING AND DISPOSAL OF FLUORESCENT LAMPS, BALLASTS, DRY CELL BATTERIES AND MERCURY DEVICES services for all State facilities in accordance with the requirements of this bid invitation and any resulting contract(s).

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate at their discretion. In doing so, they are entitled to the prices established under the contract(s). However, they are responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability of any kind between the successful Vendor and any of these entities.

SPECIFICATIONS:

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the vendor shall address all requirements for information as outlined.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract(s).

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of State and will not be returned to the Vendor. Regardless of the Vendors selected, State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

Complete bids shall be filled out on original bid format. Vendors may submit additional paperwork with pricing, but all pricing shall be on bid and in the State's format.

LIABILITY:

The State shall not be held liable for any costs incurred by the vendor in the preparation of their bid or for work performed prior to contract(s) issuance.

CONTRACT(S) TERMS AND CONDITIONS:

The vendor's signature on a bid submitted in response to this bid guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor.

The form contract(s) P-37 attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

The term of the contract shall be from the date of award through **NOVEMBER 30, 2017**, a period of approximately 3 years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the Bureau of Purchase and Property, subject to the approval of the Commissioner of the Department of Administrative Services; however the contract shall not exceed a period of more than five (5) years.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right

to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract(s) at any time by giving the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is 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>.

INVOICING:

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.

BD INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to Alan Hofmann, Purchasing Agent, Bureau of Purchase and Property, at alan.hofmann@nh.gov or Telephone number: 603-271-2550. All requests shall be submitted five business days prior to bid opening date.

Vendor shall include complete contact information including the vendor's name, telephone number and fax number and e-mail address.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on transmittal letter of this bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred and eighty (180) days from the bid due date. A vendor's disclosure or distribution of Bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

VENDOR(S) OPPORTUNITY:

Vendor(s) may also make site visits to any location they chose to bid on if applicable. Vendor(s) are responsible for having ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general

character of the sites knowledge of conditions affecting delivery performance. The act of submitting a bid is to be considered in full acknowledgment that the Vendor(s) is familiar with the conditions and requirements of these specifications.

VENDOR'S RESPONSIBILITY:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.} and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://admin.state.nh.us/purchasing/index2.asp>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

The website is update several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda are overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

INSTRUCTIONS TO VENDOR(S):

Read the entire bid invitation prior to filling it out. In the preparation of your bid response you shall:

- Complete the pricing information in the "Offer" section
- Complete all other required information on your offer
- Complete the "Vendor(s) Contact Information" section
- Complete the company information on the "General Conditions and Instructions" page, and sign the bid in the space provided on that page.

BID SUBMITTAL

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord NH 03301 by email to PRCHWEB@NH.GOV. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

Bid responses shall be marked as:

State of New Hampshire BID 1686-15

Due Date: 11/5/14 @1:30 PM

SERVICES-RECYCLING LAMPS, BALLASTS, DRY CELL BATTERIES AND MERCURY DEVICES

AWARD:

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Purchase Order (s).

Any resulting contract(s) shall become effective on the date approved by the Commissioner of Department of Administrative Services for the State of New Hampshire.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening: only the names of the vendors submitting responses will be made public. Specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <http://www.state.nh.us/purchasing/bid.asp>.

BID PRICES:

The prices bid by the successful vendor shall remain firm for the entire term of the contract and any extension thereof and shall include pick-up, sorting, dis-assembling, packaging, labeling, tracking, related permits, laboratory analysis (if necessary), and transportation. Bid prices should be government and/or educationally discounted prices.

PACKAGING

The successful vendor will be required to provide packaging to all facilities that request it at no charge. The packaging will remain the property of the vendor and will only be used in conjunction with the contract. User shall be required to pay shipping charges of the packing material if applicable.

MINIMUM ORDER:

The minimum order is \$50.00 - for pick up

ORDERING PROCEDURE:

State agencies and institutions shall place their orders by telephone, facsimile, E-mail or mail as needed. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

CHANGES:

Any requested changes to this bid invitation by the vendor must be received in writing at the Bureau of Purchase and Property no later than 4:30 PM on the fifth Bureau of Purchase and Property business day prior to the date of the bid opening.

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the successful vendor agrees to establish an account within three (3) working days from the date the order is placed. However, there must be no delay in any shipment; the agency must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for them.

DELIVERY TIME

The successful vendor shall be required to provide a customer service contact who shall, within 24 hours of the contract users telephone, facsimile, E-mail or mail order, schedule an appointment. The vendor shall pick-up within thirty days.

SCOPE OF SERVICES

PART I - LAMPS, BALLASTS AND MERCURY DEVICES

LAMPS

STRAIGHT FLUORESCENT

PRICE PER FOOT \$.065

U-TUBES, CIRCLINE AND COMPACT FLUORESCENT

PRICE PER LAMP \$.23

SPECIALTY MERCURY VAPOR, METAL HALIDE, LPS, HPH

PRICE PER LAMP \$.55

BROKEN / CRUSHED FLUORESCENT LAMPS

PRICE PER POUND \$.55

SPECIALTY UV FLUORESCENT

PRICE PER LAMP \$.50

BALLASTS

NON-PCB

PRICE PER POUND \$.15

PCB - NON LEAKING

PRICE PER POUND \$.46

PCB - LEAKING

PRICE PER POUND \$.46

MERCURY DEVICES

INTACT MERCURY DEVICES

PRICE PER POUND \$ 1.50

TOTAL PART 1 \$ 4.465

PARTII -- RECYCLING KITS - LAMPS

COMPACT BOX

UN TESTED AND APPROVED PREPAID BOTH WAYS RECYCLING BOX WITH INSTRUCTIONS FOR MERCURY CONTAINING (CFL) COMPACT FLUORESCENT LAMPS

HOLDS: 350 2-PIN OR 175 4-PIN OR 106 SPIRAL

PRICE PER KIT

\$ 65.00

4' KIT - SMALL

UN TESTED AND APPROVED PREPAID BOTH WAYS RECYCLING BOX WITH INSTRUCTIONS FOR MERCURY CONTAINING LAMPS

HOLDS: 15 T-12's OR 32 T-8's

PRICE PER KIT

\$ 30.00

4' KIT - MEDIUM

UN TESTED AND APPROVED PREPAID BOTH WAYS RECYCLING BOX WITH INSTRUCTIONS FOR MERCURY CONTAINING LAMPS

HOLDS: 30 T-12's OR 68 T-8's

PRICE PER KIT

\$ 30.00

4' KIT - LARGE

UN TESTED AND APPROVED PREPAID BOTH WAYS RECYCLING BOX WITH INSTRUCTIONS FOR MERCURY CONTAINING LAMPS

HOLDS: 68 T-12's OR 146 T-8's

PRICE PER KIT

\$ 50.00

8' KIT - LARGE

UN TESTED AND APPROVED PREPAID BOTH WAYS RECYCLING BOX WITH INSTRUCTIONS FOR MERCURY CONTAINING LAMPS

HOLDS: 30 T-12's OR 68 T-8's

PRICE PER KIT

\$ 40.00

LAMP RECYCLING KIT

UN TESTED AND APPROVED PREPAID BOTH WAYS RECYCLING BOX WITH INSTRUCTIONS FOR MERCURY CONTAINING LAMPS

HOLDS: 43 T-12's OR 75 T-8's OR 60 400 WATT HID

PRICE PER KIT

\$ 30.00

RECYCLING KITS - BALLASTS

UN TESTED AND APPROVED PREPAID BOTH WAYS RECYCLING CONTAINER FOR TSCA-EXEMPT PCB AND NON PCB LAMP BALLASTS

CONTAINER SIZE: 5 GALLON (approximate)

HOLDS: UP TO 70 POUNDS

PRICE PER KIT

\$ 65.00

RECYCLING KITS - DRY CELL BATTERIES - SMALL

UN TESTED AND APPROVED PREPAID BOTH WAYS RECYCLING CONTAINER FOR DRY CELL BATTERIES

CONTAINER SIZE: 0.6 GALLON (approximate)

HOLDS: UP TO 25 POUNDS

PRICE PER KIT

\$ 35.00

RECYCLING KITS - DRY CELL BATTERIES - MEDIUM

UN TESTED AND APPROVED PREPAID BOTH WAYS RECYCLING CONTAINER FOR DRY CELL BATTERIES

CONTAINER SIZE: 1.25 GALLON (approximate)

HOLDS: UP TO 50 POUNDS

PRICE PER KIT

\$ 40.00

RECYCLING KITS - DRY CELL BATTERIES - LARGE

UN TESTED AND APPROVED PREPAID BOTH WAYS RECYCLING CONTAINER FOR DRY CELL BATTERIES

CONTAINER SIZE: 3.5 GALLON (approximate)

HOLDS: UP TO 70 POUNDS

PRICE PER KIT

\$ 65.00

TOTAL ALL PARTII

\$ 450.00

COMPLETE RECYCLING SOLUTIONS, LLC
Company Name

1075 AIRPORT ROAD FALL RIVER MA 02730
Company Address

Keith Bayla
Contact Person

508 402 7700
Telephone Number

866-~~2~~277-9797
Toll Free Telephone Number

508 402 7751
Fax Number

kbayla@crsrecycle.com
E-mail Address

www.crsrecycle.com
Company Website

