

STATE OF NEW HAMPSHIRE  
DEPT. OF ADMINISTRATIVE SERVICES  
DIV. OF PLANT AND PROPERTY MANAGEMENT  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
CONCORD, NEW HAMPSHIRE 03301

DATE: July 12, 2016

NOTICE OF CONTRACT EXTENSION

CONTRACT: **HAZARDOUS WASTE – PART I – PICK UP AND DISPOSAL**  
CONTRACT NO.: 8001386  
NIGP CODE: 926-4500  
VENDOR: **TRADEBE ENVIRONMENTAL SERVICES** **VENDOR # 230985 B001**

Contract Manager: Kris Fournier  
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Newington NH 03801  
Telephone: 888-276-0885  
Facsimile: 603-431-3806  
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Corporate Contract Manager: Robert O'Brien  
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EFFECTIVE FROM: June 1, 2012 through June 30, 2015,  
EXTENSION: July 1, 2015 through June 30, 2016  
**EXTENSION: July 1, 2016 through August 31, 2017**

TERMINATION:

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

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 Contractor. The State of New Hampshire assumes no liability of any kind between the successful Contractor and any of these entities.

Questions: Loretta Razin, Purchasing Manager  
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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
HAZARDOUS WASTE – PART I – PICK UP AND DISPOSAL  
EXHIBIT A

**SCOPE OF SERVICES:**

**GENERAL**

***GENERAL TERMS AND CONDITIONS***

1. The Contractor shall provide for recycling or incineration of chemicals and wastes to the greatest extent possible. Chemicals shall be packaged whenever possible for direct disposal and not for repackaging at a transfer station unless destined for recycling.
2. The Contractor will be required to provide regulatory and technical consulting services as described for Part I.
3. When contacted by representatives of the press, the Contractor shall refer all questions to the State for a response.
4. The Contractor shall pick up hazardous waste from eligible State entities and Agencies, as specified above. Wastes shall be coded with the proper Hazard Code when co-mingled with other wastes at all points up to and including final disposition.
5. The Contract provides a single price for the disposal of wastes collected under this Contract. Whenever possible, the wastes shall be recycled. However, when this is not possible, the Contractor shall use the following disposal preference list in order of priority:
  - Recycling,
  - Treatment,
  - Incineration, or
  - Landfilling.
6. The Contractor shall be capable of handling and disposing or recycling of highly reactive chemicals, including but not limited to those classified as:
  - Spontaneously decomposing temperature sensitive;
  - Shock, friction, and/or static charge sensitive;
  - Oxidizing liquids;
  - Air exposure sensitive; and
  - Water exposure sensitive.

**SCOPE OF SERVICES:**

The purpose of this Contract 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 **HAZARDOUS WASTE-PART I-PICK UP AND DISPOSAL SERVICES** as needed for the entire State of New Hampshire.

The Contractor will work on an on-call basis with the State and will be available to provide work schedules to the State within two (2) business days of the request and to conduct **HAZARDOUS WASTE-PART I-PICK UP AND DISPOSAL** within five (5) business days of the request.

All services performed under this Contract 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. Some State Agencies may require a 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 Contractor agrees that any damage 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 Contractor's employees, equipment or supplies. The Contractor shall place 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 deemed to be contrary to the public interest or inconsistent with the best interest of security.

The Contractor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.

The Contractor, in conducting the Work, shall comply with current U.S. Environmental Protection Agency Rules and Regulations; New Hampshire Revised Statutes Annotated (RSA) Chapter 146-A and C; RSA 147-A, B, C, and D; RSA Chapter 149-D; and all provisions, rules and regulations, referenced to and promulgated thereunder including, but not limited to, the New Hampshire Hazardous Materials Incident Emergency Response Plan, and the Department of Environmental Services November 2001 Revision of the Emergency Response Protocol. Any revisions, additions, or deletions to any of the foregoing prior to or during the term of this agreement, shall be deemed to supersede and replace those in current use.

### **PERFORMING SERVICES:**

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

### **SERVICES**

- 1) Services to be provided under this Contract shall include:
  - a) laboratory chemical identification;
  - b) identification of laboratory chemicals from trade names;
  - c) analysis and classification of unknown chemicals;
  - d) packaging, labeling, and packing list preparation for disposal in accordance with DOT and EPA regulations;
  - e) manifest preparation and processing - Land Ban Forms for EPA compliance, Bill of Ladings;
  - f) transportation of chemicals to disposal sites;
  - g) recycling, treatment, and/or final disposal of the waste.

### **PICKUP, TRANSPORTATION AND DISPOSAL OF WASTES**

1. The Contractor shall pick up hazardous wastes generated by those Agencies. The operation will include: (1) providing and preparing US EPA/DOT Uniform Hazardous Waste Manifest and Land Ban, or if appropriate Bills of Lading, (2) segregating, profiling, providing packaging, containerizing, and labeling forms for the waste to be shipped (all whenever necessary), (3) loading the wastes into vehicles, (4) transporting the wastes to a permitted hazardous waste treatment, recycling, or disposal facility or facilities and (5) recycling, treating, incinerating, or finally disposing of the wastes. Final disposition shall include treatment by recycling whenever possible. All of the foregoing phases of operation, and any additional phases conducted by the Contractor, shall be performed in accordance with all applicable federal and State statutes and regulations. These statutes and regulations shall include, but not be limited to, the Federal Resource Conservation and Recovery Act, the State of New Hampshire's RSA Chapter 147-A and RSA 149-M, and the State of New Hampshire's Hazardous Waste Rules, Env-Wm 100-1000 and New Hampshire's Solid Waste Rules Env-Wm 100-300 and 2100-3700.
2. The Contractor shall also provide consultation, as requested, by the State or Agency under this Part. Such consultation may include recommendations for packing, containerizing, or storing of wastes.
3. The Contractor shall deliver all hazardous wastes collected under this Contract to hazardous waste facilities that currently hold valid State or federal permits issued in accordance with federal and State approved Resource Conservation and Recovery Act Standards. The Contractor shall deliver any solid waste to a permitted facility as defined by RSA 149-M. The State or Agency reserves the right to review the proposed treatment and/or disposal facilities and reject the use of a facility it may consider inappropriate for waste disposal.
4. The Contractor shall have and maintain throughout this Contract:
  - A valid identification number from the U.S. Environmental Protection Agency;
  - A valid State of New Hampshire registration to transport hazardous waste;
5. Proper vehicle identification for each vehicle used by the Contractor to transport waste from the site;

and required EPA/DOT Uniform Hazardous Waste Manifest forms and Land Ban forms, or as appropriate Bills of Lading shall be carried in the vehicle for each transported load.

6. When requested, the Contractor shall assist State or Agency employees who coordinate these contracted pick-up operations in the requirements for waste labeling and packing. Said assistance may include but not be limited to, providing occasional consultation on collection and packaging methods and providing assistance in completing or fully preparing the EPA/DOT Uniform Hazardous Waste Manifest and/or Land Ban forms. Said consultation shall be paid for under Chemist hourly rates.
7. The Contractor shall, upon request or whenever appropriate, provide containers and packaging materials necessary to transport the wastes in accordance with 49 CFR, Parts 172, 173, 178, and 179. Said containers shall include DOT shippable 5-gallon pails with lids of plastic or metal.
8. The Contractor shall be responsible for determining if each waste is acceptable for safe transportation and if each waste can be disposed of, recycled, or treated in an approved manner before the waste is removed from the site of generation.
9. The Contractor agrees to send Certificates of Ultimate Disposal, Recycling or Other Treatment and EPA/DOT Uniform Hazardous Waste Manifest, EPA Form 8700-22 to the State or Agency for waste collected by the Contractor at the generator's facility. Upon the request of the State or Agency, copies of said forms shall be sent to the State or Agency after delivery to the permitted hazardous waste recycling, treatment or disposal facility.
10. The Contractor shall have in place and operating a system which tracks chemical transportation from the generator site to the ultimate disposal or recycling facility. The Contractor shall provide the State with proof that this system is in place.

#### **INVOICE CONTENT AND FORMAT**

- 1) Individual incidents or laboratory waste pickups shall be billed on separate invoices. For long duration incidents, multiple invoices may be submitted for a single incident.
  - a) Each invoice shall include the following information on the header:
  - b) Project Name and Address;
  - c) Contractor Project Number;
  - d) Invoice Number and Date; and
  - e) Contract Number;
  - f) Project Description (for example, "laboratory waste pickup")
- 2) Invoice detail shall include the following for each item:
  - a) Contract Item Number (Note that this shall match the Item Number in the Contract. Payment shall not be made for billed items if not associated with a Contract Item number or approved change order);
  - b) Item Description;
  - c) Quantity Billed;
  - d) Contract Item Price;
  - e) Contract Unit; and
  - f) Total amount billed

#### **CONTRACT AND PAYMENT PROVISIONS**

The State or Agency agrees to pay the Contractor for services provided in accordance with the prices listed in the Contract. No surcharges or additional charges of any kind shall be allowed. In the event a waste item is not covered in the Contract, the price for disposal, recycling, or treatment shall be negotiated with the generating Agency and so noted on the invoice rendered by the Contractor.

1. The Contractor agrees to submit separate invoices to each Agency serviced under this Contract. Each invoice shall be written solely for the services rendered by the Contractor for each Agency.
2. The State or Agency serviced under this Contract agrees to accept and pay invoices as submitted by the Contractor within 30 days after the successful completion of the Agency pick up and disposal, recycling, or treatment project or after an acceptable invoice has been received by the invoiced State or Agency's business office, whichever is later and subject to the conditions contained in Paragraph 4 below. The successful completion of the Agency pick up and disposal, recycling, or treatment project shall mean that (1) the Contractor has fulfilled the terms and conditions of the Contract, and (2) the State or Agency business office has received a copy or photocopies of all Bills of Lading and manifest forms signed by the operator of each wastes facility treatment or recycling location to which the State or Agency's hazardous wastes were delivered for final disposition.
3. Invoices for wastes picked up and disposed of shall provide the following information: Manifest number, the line in the manifest for which the charge applies, the item number from the Contract, the classification of the waste contained in the Contract, the unit price, the volume being billed and the total amount for the

item. Invoices not in conformance with this format shall be rejected and returned to the Contractor for correction.

4. Payment for pick up and disposal of wastes under this Part shall initially be limited to 75% of the Contract price. The remaining 25% shall be billable upon receipt by the Agency of the certification of final disposition of the waste.
5. The Contractor shall provide a history of any waste picked up for treatment, disposal, or recycling from receipt of the waste to final resolution. Failure to do so will result in the payment being held until the document(s) is provided.
6. The Contract refers to units of drums. All drums, unless otherwise specified, shall be understood to be 55-gallon, 30-gallon or 5-gallon in capacity.
7. The unit price contained in the Contract for the disposal of the wastes shall cover the cost of: profiling of the wastes; packaging, labeling and packing list preparation in accordance with DOT and EPA regulations; Manifest and Land Ban form preparation; transportation; and disposal of the wastes either through recycling, treatment, incineration, landfilling or some other approved method of ultimate disposal.
8. Only one pick up charge shall be made for wastes collected at a single address. In instances where a pick up is made on the same day from more than one Agency at the same address, i.e., Health and Human Services building, the pick up charge shall be shared equally by the number of agencies where wastes were collected.
9. The Contractor in providing costs for the disposal of the wastes shall include with each Contract item a designation for the method of disposal of the material. The Contractor shall provide prices for the method of disposal most preferred by the State as listed in these specifications. The Contractor shall use one of the following letters to identify the method of disposal: R-recycling; T-treatment; I-incineration; and L-landfilling. The State realizes that the most preferred method of disposal, recycling, might not be appropriate or possible for certain types of wastes. The Contractor's designation shall be the preferred method of disposal available for that waste based on current industry standards. However, consistent use by the Contractor of a disposal method of a lower preference than that commonly used may be grounds for rejection of the Contract.
10. Contractor agrees to provide the following services, labor, and materials for the following rates:

**MOBILIZATION/DEMobilIZATION: THE TRANSPORTATION OF PERSONNEL AND EQUIPMENT TO AND FROM THE JOB SITE AND INCLUDE MILEAGE, TOLLS, PARKING, LODGING AND MEALS.**

**SCHEDULED PICK-UP OF WASTE**

**TRANSPORT / DRIVER**

COOS COUNTY	\$	450.00
GRAFTON COUNTY	\$	450.00
CARROLL COUNTY	\$	225.00
SULLIVAN COUNTY	\$	450.00
MERRIMACK COUNTY	\$	225.00
BELKNAP	\$	225.00
STRAFFORD	\$	150.00
CHESHIRE	\$	450.00
HILLSBOROUGH	\$	225.00
ROCKINGHAM	\$	150.00

Part I - Hazardous & Noxious Waste Disposal Bid Sheet								
	Waste Categories & Codes	1 gallon	5 gallon	15 gallon	30 gallon	55 gallon	Each	Hourly
		Unit Price	Rate					
I-1	Chemist: Field Testing, Containerizing, Labpack Wastes							\$55.00
I-2	Technician: Containerizing Labpack, Loading Wastes							\$45.00
I-3	Reactive Wastes, Solid (D003) i.e. cyanides, sulfides, explosives		\$150.00	\$275.00		\$300.00		
I-4	Reactive Wastes, Liquid (D003) i.e. peroxides, perchlorates		\$175.00	\$275.00		\$300.00		
I-5	Oxidizer Wastes, Solids, Flammable (D001)		\$95.00	\$135.00		\$260.00		
I-6	Oxidizer Wastes, Liquids, Flammable (D001)		\$95.00	\$135.00		\$260.00		
I-7	Spent Halogenated Waste (F002), mixtures and blends		\$30.00	\$50.00		\$75.00		
I-8	Spent Non-Halogenated Waste (F003), mixtures/blends		\$25.00	\$35.00		\$50.00		

I-9	Waste Acids w/pH <2 (D002) i.e. sulfuric, phosphoric, nitric	\$40.00	\$60.00					
I-10	Waste Base w/pH >12.5 (D002) i.e. bleach, sodium hydroxide	\$40.00	\$60.00					
I-11	Liquid Wastes Containing Arsenic (D004)		\$60.00		\$120.00			
I-12	Liquid Wastes Contain Mercury Salts (D009)		\$140.00		\$410.00			
I-13	Toxic Substances & Poisonous Liquids i.e. chloroform, formalin	\$40.00	\$60.00	\$85.00				
I-14	Lab Packs, Flammable Waste for Incineration		\$55.00	\$95.00	\$145.00	\$185.00		
I-15	Empty Drums, Used					\$0.00		
I-16	Pails & Drums, New, DOT Shippable	\$15.00	\$15.00	\$30.00	\$35.00	\$25.00		
I-17	Waste Pesticides or Herbicides, Liquids		\$125.00	\$205.00		\$325.00		
I-18	Waste Pesticides or Herbicides, Solids		\$125.00	\$205.00		\$405.00		
I-19	Fuel Type Petroleum Products for recycling, D001		\$25.00	\$35.00	\$40.00	\$50.00		
I-20	Lubrication Products i.e. grease, pump oils		\$25.00	\$30.00		\$50.00		
I-21	Used Crankcase Oils, MVA leaks, Garage Oils		\$25.00	\$30.00		\$50.00		
I-22	Lab Waste Acetone (F003)		\$25.00					
I-23	Lab Waste Isopropanol (D001)		\$25.00					
I-24	Lab Waste Ethanol (D001)		\$25.00					
I-25	Lab Waste Pyridine (F005)		\$60.00					
I-26	Waste Heavy Metals (D002, 5-8, 10, 11) containing nitric acid		\$65.00			\$135.00		
I-27	Lab Waste Mercury Standards/water (D002 & D009)		\$150.00					
I-28	Lab Waste Phenol, (D002)		\$75.00					
I-29	Lab Waste Cadmium in water with phosphoric acid (D002 & D006)		\$60.00	\$85.00				
I-30	Lab Waste Haloacetic Acid with phosphoric acid & MtBE (D002)		\$85.00					
I-31	Elemental Mercury wastes		\$140.00	\$225.00				
I-32	Oily Water, Non-Flammable		\$25.00	\$35.00		\$50.00		
I-33	Waste Gasoline-contaminated Solids i.e. speedy-dri, sorbants		\$60.00	\$75.00	\$115.00	\$135.00		
I-34	Waste Petroleum-contaminated Solids i.e. speedy-dri, sorbants		\$25.00	\$35.00		\$50.00		
I-35	Non-Hazardous Waste, Non-RCRA Spill Debris and Soil		\$25.00			\$50.00		
<b>Waste Categories &amp; Codes</b>		<b>1 gallon</b>	<b>5 gallon</b>	<b>15 gallon</b>	<b>30 gallon</b>	<b>55 gallon</b>	<b>Each</b>	<b>Hourly</b>
I-36	Used Lead-Acid Batteries		\$50.00			\$125.00		
I-37	Waste Lead-based Paint Materials		\$60.00			\$275.00		
I-38	Waste Oil-based Paint Materials		\$50.00			\$135.00		
I-39	Waste Latex Paint Materials		\$25.00			\$50.00		
I-40	Used Aerosol Cans, Flammable		\$60.00	\$135.00				
I-41	Broken Mercury Thermometers, Barometers, etc.		\$140.00	\$225.00				
I-42	Lab Analysis for Disposal Approval						\$50.00	
I-43	Waste Propylene Glycol, Antifreeze, Non-Hazardous		\$25.00					
I-44	Corrosive/Organic Mixtures for thermal treatment;		\$100.00					
I-45	DOT Exemption Pack						\$34.00	