



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

89

mac

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

March 27, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with R.S. Lindsey & Co., Inc. (VC#278938), Goffstown, NH in the amount of \$0.00 for electronic waste removal and recycling services, with the option to renew for up to an additional two-year period, effective upon Governor and Executive Council approval through January 31, 2031.

EXPLANATION

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property, issued request for bid (RFB) 2816-24 for electronic waste removal and recycling services on October 5, 2023, with responses due on November 2, 2023. The RFB reached 409 vendors through the NIGP registry with an additional 6 directly sourced. There were 4 compliant responses received; this solicitation is intended to be a multi-award contract. This was bid as a rebate program at no cost to the State.

It is the DAS's intent to enter into contracts with each of the 4 contractors who submitted compliant responses. When material inventory meets truckload volume the DAS will request a quote (RFQ) from each of the 4 contractors. Each RFQ will detail various products and quantities related to electronic waste removal services. The RFQ will be awarded to the highest rebate offer. The 4 contractors, upon approval, will be R.S. Lindsey & Co., Inc, Colt Recycling, North Coast Services, LLC, and Northeast Electronics and Recycling LLC.

Electronic waste consists of harmful materials and elements such as corrosive substances and lead which if not recycled can leak into our water sources and cause other environmental impacts. It is important to have the State's electronic waste recycled appropriately to decrease harmful raw materials, reduce greenhouse gas emissions, and protect our environment. Not providing this service would increase environmental hazards and public safety due to its toxic elements.

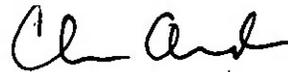
Upon approval, this contract with R.S. Lindsey & Co., Inc. will allow continuous services for electronic waste removal and recycling services in a timely and environmentally efficient manner. This contract is at no cost to the State, however, it is anticipated to result in approximately \$360,000.00 in rebate revenue over the contract term.

The estimated term (7 years) and projected rebate revenue of \$358,190.00 are based on the average annual items that are recycled from White Farm. There is no estimated term spend as this is a rebate program. Any items with a cost associated to the State will be held as inventory at White Farm until there is a truckload request ensuring financial offset or resulting in totals which generate revenue to the State.

Contract financials	
Annual term	Estimated annual revenue
Year 1	\$51,170.00
Year 2	\$51,170.00
Year 3	\$51,170.00
Year 4	\$51,170.00
Year 5	\$51,170.00
Year 6	\$51,170.00
Year 7	\$51,170.00
Estimated rebate total	\$358,190.00

Based on the foregoing, I am respectfully recommending approval of the contract amendment with R.S. Lindsey & Co., Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Electronic Waste Removal and Recycling	Agency	Statewide
RFB#	2816-24	Requisition#	NA
Agent Name	Claudia Roy	Bid Closing	11/2/23 9:00 am

Quantity	UOM	Product Description	R.S. Lindsey & Co., Inc.					
			Prior Rates (Contract 8002829)	Unit Rebate	Difference	Prior Extended Rate	Extended Rebate	Difference
4000	EA	Laptops	\$7.25	\$3.00	\$2.25	\$29,000.00	\$20,000.00	-\$9,000.00
21000	EA	Desktop/Tower PC's	\$0.75	\$0.50	\$0.25	\$15,750.00	\$10,500.00	-\$5,250.00
19000	EA	LCD Flat Panel Monitors	\$0.05	\$0.00	\$0.05	\$950.00	\$0.00	-\$950.00
2000	EA	CRT Tube TV's & Monitors	-\$0.15	-\$0.15	\$0.00	-\$300.00	-\$300.00	\$0.00
8000	EA	UPS's, Batteries, and Related	\$0.15	\$0.15	\$0.00	\$1,200.00	\$1,200.00	\$0.00
24000	EA	Printers, faxes, scanners (Desktop Size)	-\$0.10	-\$0.10	\$0.00	-\$2,400.00	-\$2,400.00	\$0.00
18000	EA	Misc (Cords, Cables, Keyboards, Mice, Desk/Wall Phones)	\$0.20	\$0.20	\$0.00	\$3,600.00	\$3,600.00	\$0.00
5000	EA	Cell Phones	\$3.00	\$2.00	\$1.00	\$15,000.00	\$10,000.00	-\$5,000.00
4000	EA	Radio Equipment	\$0.00	\$0.30	-\$0.30	\$0.00	\$1,200.00	\$1,200.00
25000	EA	Lab Equipment	\$0.00	\$0.15	-\$0.15	\$0.00	\$3,750.00	\$3,750.00
200	EA	Traffic Equipment	\$0.00	\$0.10	-\$0.10	\$0.00	\$20.00	\$20.00
8000	EA	Servers	\$0.47	\$0.45	\$0.02	\$3,760.00	\$3,600.00	-\$160.00
Sub Total						\$66,560.00	\$51,170.00	-\$15,390.00

Recommendation Summary	
Statewide Contract or Amendment	Statewide
Term of Contract	7.00
Estimated rebate funds contract term	\$358,190.00
Number of Solicitations Received	4
Number of Sourced bidders	6
Number of NIGP Vendors Sourced	409
Number of non-responsive bidders	405
P-37 Checklist Complete	Yes
D&B Report Attached	NA
Method of Payment (P-card/ACH)	ACH
FOB Delivered	Yes
Total Cost Savings (\$/%)	\$ % Increase/Savings

Special Notes:	<p>Over the past 3 years, we have had 3 contracts for E-Waste recycling. During the high time for this rebate program, we were in the middle of Covid, and e-waste rebate numbers were very good due to demand. Primarily the demand for Chromebooks, laptops, and other remote working items that were in high demand but low in stock. As the demand was filled, the e-waste rebates began to have a lower value since the market was now flooded. As the market was decreasing, our contracted vendors were locked into contracted pricing for e-waste materials they could no longer afford to accept cost at. For example, if the vendor locked in a \$10 cost per laptop they would rebate the state for but they were only getting \$4 for, it was not feasible to continue business that way. Since the E-Waste market is not a regulated service, at this time, market fluctuation is difficult to foresee and estimate.</p> <p>The decrease in value for these products in turn caused all state e-waste to back-up at White Farm and also created hazards on the property because no one was accepting order requests to recycle the material as it had decreased in value to the vendors significantly.</p> <p>The new contracts being put in place remedy these bottlenecks as the vendors are not held by a floor or ceiling but rather competitive bids on the highest quoted rebate the vendor offers to the state according to current trends. The vendors will be competing against each other for the States e-waste orders offering the highest rebate value.</p>
-----------------------	---

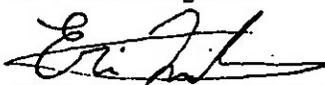
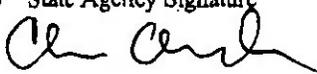
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name R.S. Lindsey & Co., Inc.		1.4 Contractor Address 10 Lamy Drive Goffstown, NH 03045	
1.5 Contractor Phone Number 603-935-8330	1.6 Account Unit and Class Various	1.7 Completion Date 1/31/2031	1.8 Price Limitation \$0.00
1.9 Contracting Officer for State Agency Claudia Roy, Senior Purchasing Agent		1.10 State Agency Telephone Number 603-271-2202	
1.11 Contractor Signature  Date: 11/20/23		1.12 Name and Title of Contractor Signatory Eric Lindsey Vice President	
1.13 State Agency Signature  Date: 2/19/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: March 6, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials ES

Date 11-20-23

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

R.S. Lindsey & Co., Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Electronic Waste Removal and Recycling Services in accordance with the bid submission in response to State Request for Bid #2816- 24 and as described herein.

2. CONTRACT DOCUMENTS:

This Contract consists of the following documents ("Contract Documents"):

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2816-24
- EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2816- 24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT:

The term of the contract shall commence upon execution by the Governor and Executive Council through January 31, 2031, a period of approximately seven (7) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed nine (9) years.

4. SCOPE OF WORK:

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The scope of work shall include Electronic Waste (E-waste) Collection, Removal, and Recycling at NH State Surplus (White Farm), 144 Clinton Street, Concord, NH 03301.

E-Waste collection and removal shall be completed within five (5) business days of pickup request, or a mutually agreed upon date. State contact will call when there is a load to be picked up. The minimum amount of e-waste to be picked up shall be ten (10) pallets. Pickup requests may occur for lower quantities and will be mutually agreed upon by the State and Contractor.

The Contractor shall submit a proposed pickup date to the State contact within twenty-four (24) hours of the State contact's request.

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

- The Contractor shall be responsible for the collection, transportation, recycling and legal disposal of the electronic waste according to all federal, state, and local regulations at an approved site.
- The Contractor shall furnish all supplies necessary to complete the service.

Contractor Initials

ES

Date

2-23

- Supplies provided by Contractor are to include corrugated boxes, totes/gaylords, etc. as requested for storage of loose items, such as mice, cables, wires, etc. These items shall be supplied at no additional cost.
- The term "Electronic Waste Removal and Recycling" shall include providing trailers, pick-up, transportation, recycling and disposal of waste. The Contractor shall make arrangements for legal recycling.
- The Contractor shall at all times be responsible for the safe, careful, and efficient operation of its equipment and shall comply with all safety regulations applicable to this operation.

- Items to be collected may include but not be limited to the following:

- o Electronic items may include: computers (personal computers, laptop computers, mainframes, mid-range computers, etc.); networking equipment (hubs, switches, control cards, etc.); computer monitors; televisions, printers; keyboards; mice; adaptors; stereos; speakers; VCRs; scanners, fax machines; copiers; telephones and telephone systems; audio visual equipment; scientific and laboratory equipment; computer wire and cable; power supplies; circuit boards; scrap aluminum; (machine and machine parts, cable extrusions, etc.); scrap copper (cable, pipe, etc.); UPS (uninterrupted power supply) batteries; and all other related computer and electronic equipment.

- o E-waste shall not include items containing refrigerants or other hazardous liquids/gasses, or other appliances.

- Contractor shall provide scale tickets with weights of each commodity and provide a certificate of recycling.
- The Contractor shall adhere to a zero-landfill policy and provide a certificate of disposal/recycling with each invoice.
- The Contractor shall provide reports of all items picked up per load. Reports to include, at minimum, tonnage, date of pick up, scale tickets, and certificates of disposal/recycling.
- Contractor shall comply with all federal, state, and local laws, rules, and regulations regarding recycling.
- CRT monitors/televisions shall be deconstructed in the United States. Full units shall not be sent overseas for disposal.
- Contractor(s) must be certified using one of the four frameworks: Responsible Recycling (R2:2013), e-Stewards certified, permit from own state, or sending key operations staff to New Hampshire Department of Environmental Services to obtain Operator Certification within first year of awarded contract.
- Contractor Certification of Responsible Recycling (R2:2013), e-Stewards certified shall be submitted with RFB response.

All State items shall be picked up at:

White Farm – NH Surplus
 144 Clinton St.
 Concord, NH 03301
 Contact: (603) 271-5655

REMIT FOR REBATE / INVOICE PAYMENT PACKAGE

ALL rebate payment packages shall be mailed to:

Department of Administrative Services
 RM 102 Attn: Recycling Administrator
 25 Capital Street
 Concord, NH 03301

Under no circumstances shall payment for any material picked up or dropped off under this solicitation and any resulting contract be made to any state agency other than the one stated above.

Contractor Initials ESI
 Date 11-20-23

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 3:00 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.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

Contractor(s) are required to follow certain rules of federal guidance. Contractor(s) must comply with the following e-waste controls.

<https://www.des.nh.gov/waste/solid-waste>

<https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/2020-01/bmp-e-waste.pdf>

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and 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 any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors 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.

5. USAGE REPORTING:

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Claudia Roy and sent electronic to Claudia.I.Roy@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Received for rebate
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services received. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract

- A standardized reporting form will be provided after contract award
- Total Rebate Amount of all Services/Products Received. Ability to sort by agency/eligible participant.
- Preferred in Excel format

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2816-24, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. CONFIDENTIALITY & CRIMINAL RECORD:

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C - METHOD OF PAYMENT

9. CONTRACT PRICE:

The Contractor hereby agrees to provide Electronic Waste Removal and Recycling Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$0.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

10. PRICING STRUCTURE:

See Exhibit D

11. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

Individual loads of Electronic Waste will be gathered and competitively quoted to all Contractor awarded a contract through this RFB 2816-24. The Recycling Administrator will issue a Request for Quote (RFQ) with descriptions and pallet tallies for the items included. Contractor must return quotes within five (5) business days or upon a mutually agreed upon timeframe. Contractor will be awarded based on the highest RFQ response. Contractor should provide their maximum refund response for each RFQ.

12. INVOICE:

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

REBATE PAYMENT OR INVOICING:

REBATE PAYMENT PACKAGE SHALL INCLUDE:

- Rebate/invoices submitted with thirty (30) calendar days of pick-up.
- Rebate check. (All payments shall be made by company or bank check, no cash)
- Weigh slips for each commodity weighed (statement of hauling)
- Statement on company letterhead clearly showing the quantity in gross pounds for each commodity picked up.
- Date and physical location of the pick-up.
- Contract cost/reimbursement per LB (depending on commodity).
- Gross, tare and net weights
- Adjustment / reason

- In the event the payment does not match the provided quote, plus or minus, shall contact in writing the recycling administrator with justification and details. The recycling administrator must approve before payment. Discrepancy shall not negate competing bidder(s).

The invoice shall be sent to the following address:

REMIT FOR REBATE / INVOICE PAYMENT PACKAGE

ALL rebate payment packages shall be mailed to:

Department of Administrative Services
RM 102 Attn: Recycling Administrator
25 Capital Street
Concord, NH 03301

13. PAYMENT:

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments:
<https://www.nh.gov/treasury>.

EXHIBIT D - RFB 2816-24

RFB #2816-24 is incorporated here within.

Contractor Initials ES/
Date 11-20-23

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

Contractor Initials ES/
Date 11-2-23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that R. S. LINDSEY & CO., INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 09, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 664200

Certificate Number: 0006345853



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of November A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Aurum Recovery Group

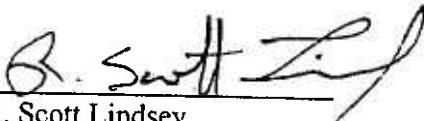
CORPORATE RESOLUTION OF R.S. LINDSEY & CO., INC. DBA AURUM RECOVERY GROUP

We, the undersigned, being all the Directors of R.S. Lindsey & Co., Inc. dba Aurum Recovery Group, organized and existing under the laws of New Hampshire, and having its principal place of business at 10 Lamy Drive Goffstown, New Hampshire 03045 (the "Corporation"), hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Directors of the Corporation duly held and convened on November 17th, 2023 at which a quorum of the Board of Directors was present and voting throughout and that such a resolution has not been modified, rescinded or revoked and is, at present, in full force and effect.

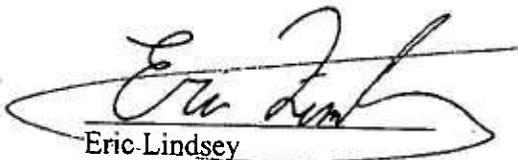
Therefore, it is resolved:

Eric S Lindsey, Vice President has the authority to and will be signing, accepting and taking responsibility for the bid RFB 2816-24 for Electronic Waste Removal and Recycling for the State of New Hampshire through P-37 Agreement.

By affirming votes noted as signatures below, R.S. Lindsey & Co., Inc. dba Aurum Recovery Group with authority to bind the Company, accepts the bid RFB 2816-24 for the State of New Hampshire Electronic Waste Removal and Recycling to be effective February 1st, 2024, and lasting until February 1, 2031, or the maximum term of the contract February 1st, 2033.


R. Scott Lindsey
President

11/18/23
Date


Eric Lindsey
Vice President

11-18-23
Date

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 11/1/2023

Company Name: R.S. Lindsey & Co. Inc.

Address: 10 Lamy Drive, Goffstown, NH 03045

To: Point of Contact: **Claudia Roy**
Telephone: (603)-271- 2202
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: **Electronic Waste Removal and Recycling**
Bid Number: **2816-24**
Bid Posted Date (on or by): **10/5/2023**
Bid Closing Date and Time: **10/26/2023 @ 09:00 AM (EST)**
Dear **Claudia Roy**:

[Insert name of signor] Eric Lindsey on behalf of R.S. Lindsey & Co. Inc. [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 # **2816-24** for Electronic Waste Removal and Recycling at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

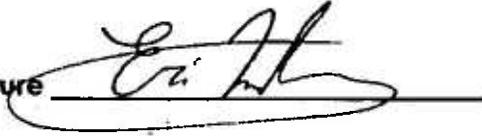
1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I: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-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature

V.P.



Authorized Signor's Title

**REQUEST FOR BID FOR ELECTRONIC WASTE REMOVAL AND RECYCLING SERVICES FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for Electronic Waste Removal and Recycling services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and signed page one of the bid invitation.

BID SUBMITTAL:

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall 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 THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by email to Claudia Roy at Claudia.I.Roy@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

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 the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred 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.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web-site address is:
<https://apps.das.nh.gov/bidscontracts/bids.aspx>.

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

10/05/2023	Bid Solicitation distributed on or by
10/19/2023	Last day for questions, clarifications, and/or requested changes to bid
10/26/2023	09:00 AM (EST) Bid Closing
02/01/2024	Implementation of Contract

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the 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.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract 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 contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:

The term of the contract shall commence February 1, 2024, or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of seven (7) years.

The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of administrative Services. The maximum term of the contract (including extensions) shall not exceed nine (9) years.

CONTRACT AWARD:

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the highest rebate amount during the SOW process after award. 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 highest rebate response meeting specifications. Award(s) will be made to Vendor(s) with primary recycling facilities within a one hundred (100) mile radius of NH State Surplus at White Farm. The intent of the State is to award up to five (5) Vendors. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s). The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s).

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

LIABILITY:

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential; commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. **Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.**

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to

the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

TERMINATION:

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

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package 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: <https://DAS.NH.Gov/Purchasing>)
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or

property damage in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

PRICE ADJUSTMENTS:

Bid prices will not be fixed but rather able to fluctuate according to our RFQ process with competing vendors according to our needs.

In the event scale weights do not match between the State and Vendor, prior to rebate payment, Vendor is to discuss with the State agent on a mutually agreed upon weight for rebate totals.

Prices in SOW must be within current market value of Electronic Waste Recycling during the time of request.

Estimated Quantities State of New Hampshire Electronic Waste Recycling	
Estimated Quantity lbs.	Proposed line items
4,000	Laptops
21,000	Desktop/Tower PC's
19,000	LCD Flat Panel Monitors
2,000	CRT Tube TV's & Monitors
8,000	UPS's, Batteries, and Related
24,000	Printers, faxes, scanners (Desktop Size)
18,000	Misc (Cords, Cables, Keyboards, Mice, Desk/Wall Phones)
5,000	Radio Equipment
4,000	Lab Equipment
25,000	Traffic Equipment
200	Cell Phones
8,000	Servers

The table of items contained within this contract includes the most commonly seen e-waste stream but is not limited to such and vendors may be asked to quote processing of other items within Responsible Recycling certification standards.

Successful Vendor(s) will be awarded based on the highest RFQ response. Vendor(s) should provide their maximum refund response for each RFQ.

Successful Vendor(s) will be required to have, at the very least, the capability to handle all E-Waste in the above table.

RFQ prices shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Bureau of Procurement Services, Claudia Roy and sent electronic to Claudia.I.Roy@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process

- o Types and volume of packaging used for transport
- o Any associated material avoided and/or recycled as applicable under contract
- o A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format

ESTABLISHMENT OF ACCOUNTS:

There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

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 under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

REBATE PAYMENT OR INVOICING:

REBATE PAYMENT PACKAGE SHALL INCLUDE:

- Rebate/invoices submitted with thirty (30) calendar days of pick-up.
- Rebate check. (All payments shall be made by company or bank check, no cash)
- Weigh slips for each commodity weighed (statement of hauling)
- Statement on company letterhead clearly showing the quantity in gross pounds for each commodity picked up.
- Date and physical location of the pick-up.
- Contract cost/reimbursement per LB.(depending on commodity).
- Gross, tare and net weights
- Adjustment / reason
- **In the event the payment does not match the provided quote, plus or minus, shall contact in writing the recycling administrator with justification and details. The recycling administrator must approve before payment. Discrepancy shall not negate competing bidder(s).**

Eligible participants shall negotiate their own payment methods, and location pickup with the successful Vendor.

VENDOR RESPONSIBILITY:

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

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

<https://www.das.nh.gov/purchasing/vendorresources.aspx>.

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

Section 1.3 Contractor Name

Section 1.4 Contractor Address

Section 1.11 Contractor Signature

Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.

- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATIONS:

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

SCOPE OF SERVICES:

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The scope of work shall include Electronic Waste (E-waste) Collection, Removal, and Recycling at NH State Surplus (White Farm), 144 Clinton Street, Concord, NH 03301.

E-Waste collection and removal shall be completed within five (5) business days of pickup request, or a mutually agreed upon date. State contact will call when there is a load to be picked up. The minimum amount of e-waste to be picked up shall be ten (10) pallets. Pickup requests may occur for lower quantities and will be mutually agreed upon by the State and Vendor.

The Vendor shall submit a proposed pickup date to the State contact within twenty-four (24) hours of the State contact's request.

The Vendor shall perform all services according to the requirements and specifications of this RFB and the New Hampshire Department of Administrative Services.

- The Vendor shall be responsible for the collection, transportation, recycling and legal disposal of the electronic waste according to all federal, state, and local regulations at an approved site.
- The Vendor shall furnish all supplies necessary to complete the service.
- Supplies provided by Vendor are to include corrugated boxes, totes/gaylords, etc. as requested for storage of loose items, such as mice, cables, wires, etc. These items shall be supplied at no additional cost.
- The term "Electronic Waste Removal and Recycling" shall include providing trailers, pick-up, transportation, recycling and disposal of waste. The Vendor shall make arrangements for legal recycling.

- The Vendor shall at all times be responsible for the safe, careful, and efficient operation of its equipment and shall comply with all safety regulations applicable to this operation.

- Items to be collected may include but not be limited to the following:

- o Electronic items may include: computers (personal computers, laptop computers, mainframes, mid-range computers, etc.); networking equipment (hubs, switches, control cards, etc.); computer monitors; televisions, printers; keyboards; mice; adaptors; stereos; speakers; VCRs; scanners, fax machines; copiers; telephones and telephone systems; audio visual equipment; scientific and laboratory equipment; computer wire and cable; power supplies; circuit boards; scrap aluminum; (machine and machine parts, cable extrusions, etc.); scrap copper (cable, pipe, etc.); UPS (uninterrupted power supply) batteries; and all other related computer and electronic equipment.

- o E-waste shall not include items containing refrigerants or other hazardous liquids/gasses, or other appliances.

- Vendor shall provide scale tickets with weights of each commodity and provide a certificate of recycling.

- The Vendor shall adhere to a zero-landfill policy and provide a certificate of disposal/recycling with each invoice.

- The Vendor shall provide reports of all items picked up per load. Reports to include, at minimum, tonnage, date of pick up, scale tickets, and certificates of disposal/recycling.

- Vendor shall comply with all federal, state, and local laws, rules, and regulations regarding recycling.

- CRT monitors/televisions shall be deconstructed in the United States. Full units shall not be sent overseas for disposal.

- **Vendor(s) must be certified using one of the two frameworks, Responsible Recycling (R2:2013) or e-Stewards certified. Vendor Certification shall be submitted with RFB response.**

All State items shall be picked up at:

White Farm – NH Surplus
144 Clinton St.
Concord, NH 03301
Contact: (603) 271-5655

REMIT FOR REBATE / INVOICE PAYMENT PACKAGE

ALL rebate payment packages shall be mailed to:

Department of Administrative Services
RM 102 Attn: Recycling Administrator
25 Capital Street
Concord, NH 03301

Under no circumstances shall payment for any material picked up or dropped off under this solicitation and any resulting contract be made to any state agency other than the one stated above.

ADDITIONAL REQUIREMENTS:

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 3:00 P.M. for State business days, 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).

Vendors are required to follow certain rules of federal guidance. Vendors must comply with the following e-waste controls.

<https://www.des.nh.gov/waste/solid-waste>

<https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/2020-01/bmp-e-waste.pdf>

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:

The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

NON-EXCLUSIVE CONTRACT:

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

DISASTER RECOVERY:

Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? **Yes or No** (circle one)

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

OFFER:

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith.

Ordering procedure after award:

Individual loads of Electronic Waste will be gathered and competitively quoted to all vendors awarded a contract through this RFB 2816-24. The Recycling Administrator will issue a Request for Quote (RFQ) with descriptions and pallet tallies for the items included.

Each bidding Vendor is required to submit your company's Data Security Policy for review.

Please see Attachment B Estimated Quantities

Each Vendor shall submit Attachment B as part of the bid process.

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

Patrick Aliberti	603-935-8330	
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>paliberti@aurumrecovery.com</u>	<u>www.aurumrecovery.com</u>	
E-mail Address	Company Website	
R.S. Lindsey & Co. Inc.	10 Lamy Drive, Goffstown, NH 03045	
Vendor Company Name	Vendor Address	

ATTACHMENTS:

The following attachments are an integral part of this bid invitation:

Attachment A: Sample P-37 Form

Attachment B: Offer Sheet

The Bid Opening is open to the public online at the following:

- Microsoft Teams meeting
- Join on your computer, mobile app or room device**
- [Click here to join the meeting](#)
- Meeting ID: 226 053 401 28
- Passcode: HZfb33
- [Download Teams](#) | [Join on the web](#)
- Join with a video conferencing device**
- nhgov@m.webex.com
- Video Conference ID: 113 836 485 3
- [Alternate VTC instructions](#)
- Or call in (audio only)**
- [+1 603-931-4944, 620767739#](#) United States, Concord
- Phone Conference ID: 620 767 739#

Contractor Initials ESI
Date 11-1-23

ATTACHMENT 1

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and

the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files,

formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury; property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved

to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials ESI
Date 11-1-23

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: October 19, 2023

ADDENDUM #1 TO BID INVITATION #2816-24

DATE OF BID CLOSING: 11/02/2023

TIME OF BID CLOSING: 09:00 AM (EST)

FOR: Electronic Waste Removal and Recycling

Scope of Work page 13 previously read:

• Vendor(s) must be certified using one of the two frameworks, Responsible Recycling (R2:2013) or e-Stewards certified. Vendor Certification shall be submitted with RFB response.

Changed to read:

- Vendor(s) must be certified using one of the four frameworks: Responsible Recycling (R2:2013), e-Stewards certified, permit from own state, or sending key operations staff to New Hampshire Department of Environmental Services to obtain Operator Certification within first year of awarded contract.
- Vendor Certification of Responsible Recycling (R2:2013), e-Stewards certified shall be submitted with RFB response.

Closing date previously read:

10/26/2023

Changed to read:

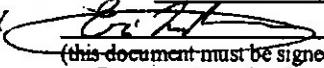
11/02/2023

PURCHASING AGENT:

E:Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER R.S. Lindsey & Co. Inc. ADDRESS 10 Lamy Drive, Goffstown, NH 03045

BY  _____
(this document must be signed)
Eric Lindsey TEL. NO. 603-935-8330
(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

Attachment B Offer Sheet
 State of New Hampshire
 Electronic Waste Recycling
 RFB 2816-24

Estimated Quantity lbs.	Proposed line items	Rebate/Cost per lbs.	Extended Price
1,000	Laptops	\$5.00	\$5,000.00
5,000	Desktop/Tower PC's	\$0.50	\$2,500.00
500	LCD Flat Panel Monitors	\$0.00	\$0.00
200	CRT Tube TV's & Monitors	(\$0.15)	(\$30.00)
1,000	UPS's, Batteries, and Related	\$0.15	\$150.00
1,000	Printers, faxes, scanners (Desktop Size)	(\$0.10)	(\$100.00)
5,000	Misc (Cords, Cables, Keyboards, Mice, Desk/Wall Phones)	\$0.20	\$1,000.00
50	Cell Phones	\$2.00	\$100.00
200	Radio Equipment	\$0.30	\$60.00
250	Lab Equipment	\$0.15	\$37.50
500	Traffic Equipment	\$0.10	\$50.00
1,000	Servers	\$0.45	\$450.00
TOTAL:			\$9,217.50

For line items Vendors will charge a fee to the State enter as (\$xx.xx)

For line items that Vendors will pay/rebate the State for enter as \$xx.xx



SOLID WASTE MANAGEMENT PERMIT-BY-NOTIFICATION FOR SCRAP METAL RECYCLING FACILITY

Issued by the NH Department of Environmental Services, Waste Management Division (NHDES) pursuant to RSA 149-M and the New Hampshire Solid Waste Rules, Env-Sw 100 – 2000 (Rules)

I. PERMIT/FACILITY IDENTIFICATION:

Permit No.: DES-SW-PN-23-009
Permittee: R.S. Lindsey and Company Inc.
Facility Name: Aurum Recovery
Facility Location: 10 Lamy Drive, Goffstown, NH
Facility Type: Scrap Metal Collection and Recycling Center per Env-Sw 407.04
Service Type & Area: Commercial Facility / Unlimited Service Area

II. FILE REFERENCE/RECORD OF APPLICATION:

Application No.: 2023-64094
Date(s) Received: May 9, 2023; May 25, 2023
WMD Document Log #(s): 2023-64094-01; 2023-64094-02

III. TERMS AND CONDITIONS: Eight (8) conditions are attached.

IV. AUTHORIZATION: Pursuant to RSA 149-M and Part Env-Sw 311 of the Rules, this permit is hereby issued to the permittee identified in Section I above to operate the solid waste management facility identified in Section I above, subject to the terms and conditions in Section III above. This authorization is based on information provided to NHDES by the permittee in documents referenced in Section II above. The information is subject to audit pursuant to Env-Sw 311.06. If the information is false, misleading or incomplete, the permit may be revoked or suspended in accordance with Part Env-Sw 306 of the Rules. The meaning of specific terms in this authorization is as defined in the Rules. The Rules and statute are available for reference on NHDES' website at www.des.nh.gov.

This permit is effective on the date of signature, below, and is subject to modification or termination and reissuance by NHDES as necessary to assure the terms and conditions remain current with the Rules, as amended. **BY EXERCISING ANY RIGHTS UNDER THIS PERMIT, THE PERMITTEE HAS AGREED TO ALL TERMS AND CONDITIONS OF THE PERMIT.** Failure to comply with these terms and conditions could result in administrative, civil or criminal penalties, and suspension or revocation of the permit.

No liability is incurred by the State of New Hampshire by reason of any approval of this solid waste facility. No warranty/guarantee is intended or implied by reason of any advice given by NHDES or its staff.

Issuance of this permit shall not be construed in any way as authorization of any activity which occurred prior to the effective date of the permit; or authorization of any activity that does not comply with RSA 149-M, the Rules, and the permit; or a waiver of any cause of action for violation(s) of RSA 149-M or the Rules pre-dating this approval. This permit shall not eliminate the permittee's obligation to obtain all requisite federal, state or local permits, licenses or approvals, or to comply with all other applicable federal, state, district and local permits, ordinances, laws, approvals or conditions relating to the facility.

Leah McKenna
Leah L. McKenna, Administrator
Solid Waste Management Bureau

July 20, 2023
Date

Waste Management Division

Digitally signed by Waste Management Division
Date: 2023.07.20 15:57:27 -04'00'

Section III: Terms and Conditions

(1) **Authorized Waste:** This permit authorizes the facility to collect and temporarily store non-hazardous ferrous and non-ferrous scrap metal for recycling, provided the materials are not mixed with other types of waste and are not an unauthorized waste listed in Condition (2) below:

(2) **Unauthorized Waste:** This permit does not authorize the facility to receive any of the following types of solid wastes or materials:

- a. Asbestos waste;
- b. Ash;
- c. Explosive waste;
- d. Contained gaseous waste;
- e. Liquid waste;
- f. Infectious waste;
- g. Animal carcasses;
- h. Contaminated soils and other absorbent media
- i. Out-of-state waste, unless the waste is received for recycling;
- j. Motor vehicle parts that contain or have contained fluids or lubricants;
- k. Free draining oil or lubricants, including metal shavings coated with or mixed with the same;
- l. Tanks, drums or other containers unless emptied and properly cleaned of residues prior to receipt;
- m. Construction or demolition debris;
- n. Household trash, garbage, and other putrescible waste; and
- o. Tires.

(3) **Facility Capacity:** This facility shall operate within the capacity limits specified below.

- a. **Waste Receipt Rate:** Pursuant to Env-Sw 1204.04, the rate of incoming authorized waste shall be limited to the quantity of waste the facility is able to actively manage and properly handle and process in accordance with this permit, but in no case shall exceed 30 tons per day on average.
- b. **Residual Waste Storage Capacity:** Not to exceed 30 cubic yards.

(4) **Location Restrictions:** The location of the facility shall comply with siting requirements provided in Env-Sw 1203.

(5) **Operating Requirements:**

- a. The Permittee shall operate the facility in accordance with RSA 149-M, applicable Rules specifically including Env-Sw 407.04, and a written up to date Operating Plan prepared by the Permittee in conformance with Env-Sw 1105.11, such plan to be kept at the facility for reference by facility operators and inspection by NHDES.
- b. Facility operations shall be protective of the environment, public health, and safety.
- c. Scrap metal and residual waste shall be actively managed.¹
- d. Facility operators shall be trained and certified as required by RSA 149-M and the Rules.
- e. Annual facility reports shall be filed with NHDES in accordance with the Rules.

(6) **Closure Requirements:** The Permittee shall close the facility in accordance with RSA 149-M, applicable Rules, as amended, specifically including Env-Sw 1205 and Env-Sw 407.04, and a written up to date Closure Plan prepared by the Permittee in conformance with Env-Sw 1106.04, such plan to be kept at the facility for reference by facility operators and inspection by NHDES.

(7) **Permit Transfer and Modification Limitations:** This permit is non-transferable. Modification shall be limited to the scope of operations allowed by the Rules for this type of facility and permit.

(8) **Verification of Permit Information:** NHDES may audit this facility pursuant to Env-Sw 311.06 to verify compliance.

¹ Pursuant to Env-Sw 102.04 effective July 1, 2014, the term "actively manage" means to handle a waste or material, including waste-derived products and recyclable materials, in a controlled manner without causing: (a) a nuisance; (b) an adverse effect to the environment, public health and safety; (c) accumulations which have no identifiable destination or value; and (d) a loss of material value in the market place due to material damage, degradation and/or contamination.