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State of New Hampshire

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

August 30, 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 Prolerized New England Company LLC (VC#174517), Portland, OR in the amount of $0.00 for scrap metal collection and recycling services, with an option to extend up to four additional years effective upon Governor and Executive Council approval for the period of October 1, 2024, through September 30, 2029.

EXPLANATION

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 2920-24 for scrap metal collection and recycling services on May 30, 2024, with responses due on June 13, 2024. The RFB reached 271 vendors through the NIGP registry with an additional 11 directly sourced. There was 1 compliant response received from the incumbent. This was bid as a rebate program at no cost to the State. BoPP conducted a post-bid audit with non-participating vendors, the reasons for no-bid were due to not having the ability to offer pick-up services in the northern regions of the state or the inability to recycle the full list of items to properly serve the State of New Hampshire scrap metal collection and recycling needs.

Upon approval, this contract with Prolerized New England Company LLC will continue to provide statewide scrap metal collection and recycling services for agencies to maintain proper disposal of scrap metal. These items are an integral part of agencies' ability to maintain safe and clean State businesses.

Scrap metal is one of the few items that can regularly be recycled. Nonferrous scrap makes up approximately 10% of the total material recycled in the United States but earns more than half of scrap recycling revenue. Metal is in limited supply, and while we can manufacture more glass and plastic from natural resources, we can't make more aluminum, copper, and steel. Not providing this service would increase environmental hazards and public safety issues.

Upon approval, this contract with Prolerized New England Company LLC will allow continuous services for scrap metal collection 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 $334,214.40 in rebate revenue over the contract term.

The estimated term (5 years) and projected rebate revenue of $334,214.40 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	$66,842.88
Year 2	$66,842.88
Year 3	$66,842.88
Year 4	$66,842.88
Year 5	$66,842.88
Estimated rebate total	$334,214.40

Based on the foregoing, I am respectfully recommending approval of the contract with Prolerized New England Company LLC.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Scrap Metal Collection and	Agency	Statewide
RFB#	2920-24	Requisition#	NA
Agent Name	Claudia Roy	Bid Closing	6/13/2024 @ 9:00am

Indicates Award: ☐

Est. Qty. Lbs	Product Description	Fast Markets Index Pricing for May 31, 2024	Prolerized New England Co LLC		Expiring Contract (8002743)			
			Rebate %	Extended Cost	Est. Qty. Lbs	Fast Markets Index Pricing for July 9, 2020	Rebate %	Extended Cost
	BELKNAP							
1000	LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	$210.00	42%	$39.38	1000	$125.00	45%	$25.11
1000	Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	$240.00	38%	$40.71	1000	$200.00	41%	$36.61
1000	AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	$0.65	50%	$325.00	1000	$0.26	100%	$260.00
1000	No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	$3.55	65%	$2,307.50	1000	$2.00	75%	$1,500.00
	CARROL							
250	LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	$210.00	21%	$4.92	250	$125.00	24%	$3.35
250	Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	$240.00	23%	$6.16	250	$200.00	26%	$5.80
250	AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	$0.65	50%	$81.25	250	$0.26	100%	$65.00
250	No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	$3.55	65%	$576.88	250	$2.00	75%	$375.00

Gary S. Lunetta
Director
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	CHESHIRE							
900	LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	$210.00	26%	$21.94	900	$125.00	29%	$14.56
900	Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	$240.00	27%	$26.04	900	$200.00	30%	$24.11
900	AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	$0.65	50%	$292.50	900	$0.26	100%	$234.00
900	No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	$3.55	65%	$2,076.75	900	$2.00	75%	$1,350.00
	COOS							
2000	LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	$210.00	20%	$37.50	2000	$125.00	20%	$22.32
2000	Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	$240.00	25%	$53.57	2000	$200.00	25%	$44.64
2000	AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	$0.65	50%	$650.00	2000	$0.26	100%	$520.00
2000	No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	$3.55	65%	$4,615.00	2000	$2.00	75%	$3,000.00
	GRAFTON							
1000	LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	$210.00	20%	$18.75	1000	$125.00	20%	$11.16
1000	Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	$240.00	25%	$26.79	1000	$200.00	25%	$22.32

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1000	AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	$0.65	50%	$325.00	1000	$0.26	100%	$260.00
1000	No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	$3.55	65%	$2,307.50	1000	$2.00	75%	$1,500.00
	HILLSBOROUGH							
1050	LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	$210.00	36%	$35.44	1050	$125.00	39%	$22.85
1050	Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	$240.00	33%	$37.13	1050	$200.00	36%	$33.75
1050	AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	$0.65	50%	$341.25	1050	$0.26	100%	$273.00
1050	No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	$3.55	65%	$2,422.88	1050	$2.00	75%	$1,575.00
	MERRIMACK							
15000	LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	$210.00	36%	$506.25	15000	$125.00	39%	$326.45
15000	Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	$240.00	33%	$530.36	15000	$200.00	36%	$482.14
15000	AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	$0.65	50%	$4,875.00	15000	$0.26	100%	$3,900.00
15000	No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	$3.55	65%	$34,612.50	15000	$2.00	75%	$22,500.00
	ROCKINGHAM							
2500	LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	$210.00	47%	$110.16	2500	$125.00	50%	$69.75

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2500	Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	$240.00	41%	$109.82	2500	$200.00	44%	$98.21
2500	AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	$0.65	50%	$812.50	2500	$0.26	100%	$650.00
2500	No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	$3.55	65%	$5,768.75	2500	$2.00	75%	$3,750.00
	STRAFFORD							
1000	LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	$210.00	42%	$39.38	1000	$125.00	45%	$25.11
1000	Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	$240.00	38%	$40.71	1000	$200.00	41%	$36.61
1000	AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	$0.65	50%	$325.00	1000	$0.26	100%	$260.00
1000	No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	$3.55	65%	$2,307.50	1000	$2.00	75%	$1,500.00
	SULLIVAN							
50	LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	$210.00	35%	$1.64	50	$125.00	40%	$1.12
50	Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	$240.00	35%	$1.88	50	$200.00	37%	$1.65
50	AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	$0.65	50%	$16.25	50	$0.26	100%	$13.00
50	No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	$3.55	65%	$115.38	50	$2.00	75%	$75.00

Gary S. Lunetta
Director
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Sub Total		**$66,842.88**				**$44,867.64**

Estimated annual revenue	$66,842.88	**Expiring contract annual estimated revenue**	$44,867.64
Estimated term revenue	$334,214.40	**Expiring contract term**	$224,338.20
		Revenue increase	$109,876.20
		Delta: new vs. expiring	33%

Recommendation Summary			
Statewide Contract or Amendment	Statewide		
Term of Contract	5.00		
Estimated term revenue	$334,214.40		
Number of Solicitations Received	1		
Number of Sourced bidders	11		
Number of NIGP Vendors Sourced	271		
Number of non-responsive bidders	281		
P-37 Checklist Complete	Yes		
Method of Payment (P-card/ACH)	Rebate check (All payments shall be made by company or bank check, no cash).		
FOB Delivered	FOB		
Total Additional Estimated Revenue	$109,876.20	33%	Increase

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 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 Prolerized New England Company LLC		1.4 Contractor Address 299 SW Clay Street Ste 400 Portland, OR 97201	
1.5 Contractor Phone Number 1-617-470-7062	1.6 Account Unit and Class Various	1.7 Completion Date September 30, 2029	1.8 Price Limitation $0.00
1.9 Contracting Officer for State Agency Gary Lunetta, Director - Procurement and Support Services		1.10 State Agency Telephone Number 1-603-271-2101	
1.11 Contractor Signature Date: 7/16/24		1.12 Name and Title of Contractor Signatory Ira Gross, Regional Account Manager	
1.13 State Agency Signature Date: 8/21/24		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: Duncan A. Edgar On: September 10, 2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials IG

Date 7/16/24

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.

Contractor Initials IG

Date 7/16/24

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.

Contractor Initials IG

Date 7/16/24

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 IG

Date 7/16/24

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials IG

Date 7/16/24

EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
   1.1. Prolerized New England Company LLC (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 Scrap Metal Collection and Recycling Services in accordance with the bid submission in response to State Request for Bid 2920-24 and as described herein.

2. **CONTRACT DOCUMENTS:**
   2.1. 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 2920-24
   - EXHIBIT E Contractor's Bid Response
   - APPENDIX A Pricing List

   2.2. 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 2920-24,"(5) EXHIBIT E "Contractor's Bid Response.", and APPENDIX A Pricing List.

3. **TERM OF CONTRACT:**
   3.1. The term of the contract shall commence on October 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through September 30, 2029, a period of approximately five (5) years.

   3.2. The Contract may be extended for up to an additional four (4) years thereafter under the same terms, conditions, and pricing structure upon with the approval of the Commissioner of the Governor and Executive Council.

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

4. **SCOPE OF WORK:**
   4.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

   4.2. SPECIFICATION – CHANGE TO INDICES

   4.2.1. Should any of the four market indices change in availability, name, and/or number during the span of the contract, the State and Contractor shall select a mutually agreed substitute. SPECIFICATION - SERVICE CANCELLATION

   4.2.2. Utilizing state agencies may cancel collection services without penalty. Under this provision, collection units ("cans") will be picked up within 3 business days of agency request and any recycled materials will be sold as defined herein.

   4.3. SPECIFICATION – CONTRACTOR SERVICE RESPONSIBILITIES

   4.3.1. Scrap metal will generally be mixed and unsorted when collected. Contractor shall utilize the contract index aligning with the most prevalent material type based upon overall volume and degree of mixing.

   4.3.2. At times agencies may request recycling of specialized material types not connected to the contract indices. Contractor shall provide the name and/or number of the index used to price these special material types.

   4.3.3. Unless approved by the state Recycling Administrator, Contractor shall not provide service without receipt, via email, of the recycling program service request form, completed in full by the requesting agency.

   4.3.4. Contractor shall provide a container for the collection of scrap metal at no charge to the utilizing agency.

Contractor Initials I G

Date 7/16/24

4.3.5. Contractor shall provide, upon request, a separate bin for aluminum scrap or any other scrap-related commodity the agency chooses to separate.

4.3.6. Contractor shall replace a full bin with an empty bin of equal size unless specified differently by the agency.

4.3.7. Contractor shall dispose of all material collected from state locations in compliance with all current federal, state, and environmental laws and regulations as well as all terms, conditions, and specifications of this solicitation.

4.3.8. Contractor shall establish a list SERV email dedicated to only receiving recycling program service request forms and service inquiries, and sending payment and audit reports, with the Recycling Administrator included as a recipient. All communications related to this contract shall flow through the dedicated email.

4.3.9. Contractor shall provide monthly:

4.3.10. A list of all check numbers and associated ticket numbers processed for the previous month.

4.3.11. A random sample of ticket numbers provided by the Recycling Coordinator for proof of market value on the date of processing.

4.4. SPECIFICATION – WEIGHING

4.4.1. Any weighing charges shall be borne by the Contractor.

4.4.2. Weighing of pickup (by Contractor) or drop off (by state agencies) shall be done on certified scales and accuracy guaranteed by the Contractor.

4.4.3. All pickup and drop off of materials must be covered by a certified weight slip. The weight slip will show where and when the pickup or drop-off was made and the name of the state employee in the presence of the material transfer (when applicable). Payment will be based upon these weight slips.

4.5. 4 TYPES OF SERVICE

4.5.1. Full Service: Contractor leaves on-site a collection unit(s) and swaps container(s) when full or removes at the request of the agency site via the recycling program service request form. The Contractor reserves the right not to provide this type of service to the requesting location if it is determined the annual collection poundage would not adequately cover delivery and pickup cost. This refusal must be organized through the state Recycling Administrator in advance of notifying the agency.

4.5.2. Single Use Service: Contractor provides a collection unit (bin) for a one-time use at an agency location upon submission of the recycling program service request form. The requesting agency is responsible for loading the collection unit (bin). The Contractor reserves the right not to provide this type of service to the requested location if a collection unity (bin) is not available, the timeframe for use of the container is not possible, and other operational factors. This refusal must be organized through the state's recycling administrator in advance of notifying the agency.

4.5.3. Will Call / Special Projects Service: Contractor will remove and load the recycled materials into their collection units at the agency location upon submission of the recycling program service request form. The Contractor reserves the right not to provide this type of service to the requested location if the project presents operational challenges. This refusal must be organized through the state's recycling administrator in advance of notifying the agency. This must be organized through the state's recycling administrator in advance of notifying the agency.

4.5.4. Drop off at Contractor Location: State agencies may deliver scrap metal to the Contractor's yard and/or weigh scale when it is in the State's best interest and with prior approval from the Recycling Administrator and Contractor. Under these circumstances all documentation, records, and the payment process shall remain the same as Contractor pickup.

4.6. CONTAINER / DROP-OFF: DELIVERY/ DROP OFF / PICKUP TIME, COMMUNICATION & FORMAT:

Contractor Initials IG

Date 7/16/24

4.7. Before providing equipment, supplies and/or services, Contractor shall receive proper authorization from the requesting agency in writing via the recycling program service request form; no requests for service shall be honored outside the form documentation process without prior approval of the state recycling administrator. Once the request is received, the Contractor provides the requested type of service. Container size for service at the agency site will be determined in collaboration between agency and Contractor.

4.8. The Contractor will be required to accomplish delivery/drop off/ pickup of any service(s) requested under this contract within seven (7) working days from the placement of the order by the agency.

4.9. The use of a private carrier or subcontractors to make delivery or pickup does not relieve the Contractor from the responsibility of meeting the delivery/ drop off/pickup time frame requirement.

5. **COMMERCIAL REQUIREMENTS:**

5.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. 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.

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

5.7. 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.

5.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

5.9. 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.

Contractor Initials IG

Date 7/16/24

5.10. 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.

6. **USAGE REPORTING:**

6.1. 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.J.Roy@DAS.NH.Gov. At a minimum, the Report shall include:

6.1.1. Contract Number

6.1.2. Utilizing Agency and Eligible Participant

6.1.3. List of items

6.1.4. Total weight per load

6.1.5. 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:

6.1.5.1. Percentage of recycled materials contained within finished products

6.1.5.2. Percentage of waste recycled throughout the manufacturing process

6.1.5.3. Types and volume of packaging used for transport

6.1.5.4. Any associated material avoided and/or recycled as applicable under contract

6.1.5.5. A standardized reporting form will be provided after contract award

6.1.6. Total Rebate Amount

6.1.7. In Excel format

7. **OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**

7.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2920-24, as described herein, and under the terms of this Contract.

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

7.3. 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.

7.4. 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(q0fzcv55qhaeqs45jpvq5i45))/welcome.aspx.

7.5. 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.

7.6. 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.

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

8.1. 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.

9. **CONFIDENTIALITY & CRIMINAL RECORD:**

Contractor Initials IG ~~7/16/24~~

Date 7/16/24

9.1. 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.

Contractor Initials IG

Date 7/16/24

EXHIBIT C - METHOD OF PAYMENT

10. CONTRACT PRICE:

10.1. The Contractor hereby agrees to provide Scrap Metal Collection and Recycling Services in strict 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.

11. PRICING STRUCTURE:

11.1. Please see APPENDIX A Pricing List

12. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

12.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

13. REBATE PAYMENT/INVOICING:

13.1. Rebate check (All payments shall be made by company or bank check, no cash).

13.2. Emailed copies of the recycling program Service Request Form showing the ticket number(s) associated with payment.

13.3. Emailed rebate report in Excel format with itemization by material type and delineating:

13.3.1. Ticket number(s) associated with each payment per the Service Request Form

13.3.2. Date of pickup or drop off

13.3.3. Date of processing

13.3.4. Each material type

13.3.5. Total weight for each material in gross tons (GT) or pounds (LB) with any adjustments and associated reason

13.3.6. Contract price per GT or LB for rebate depending upon material type and location

13.3.7. Fast Markets index pricing for the material on the date of processing

14. REMIT FOR REBATE PAYMENT PACKAGE

14.1. ALL rebate payment packages shall be mailed to:

STATE OF NEW HAMPSHIRE
Administrative Services
Recycling Administrator
144 Clinton Street
Concord NH 03301

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

15. TERMS OF PAYMENT:

15.1. Payment shall be made to the State of NH within thirty (30) days after scrap metal processing.

15.2. All transactions for the payment period shall be paid with one check.

15.3. Periodic scale and index documentation shall be provided as part of a mutually agreed audit process.

Contractor Initials IG

Date 7/16/24

EXHIBIT D - RFB 2920-24

RFB #2920-24 is incorporated here within.

Contractor Initials IG

Date 7/16/24

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

Contractor Initials IG

Date 7/16/24

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 PROLERIZED NEW ENGLAND COMPANY LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on October 27, 2006. 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: **566576**

Certificate Number: **0006706772**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of June A.D. 2024.

David M. Scanlan
Secretary of State

Corporate Resolution

I, Brian Henderson, hereby certify that I am the Commercial Operations Director for
(Name)
PROLERIZED NEW ENGLAND COMPANY LLC. I hereby certify the following is an accurate depiction of authority as of August 19, 2024, per the guidelines set forth by Radius Recycling's internal business process as it relates to day-to-day operations for commercial employees and complies with internal controls to ensure best practices at all times.

Authorized: That Ira Gross, Regional Account Manager (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

PROLERIZED NEW ENGLAND COMPANY LLC with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this authorization.

I hereby certify that said authorization has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for ninety (90)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Date: 8/2

CRYSTAL BERNARDO
NOTARY
PUBLIC
STATE OF RHODE ISLAND

Attest:

EXP. 11/4/20 #709003

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Woodruff-Sawyer Oregon, Inc.
5005 Meadows Road, Suite 415
Lake Oswego OR 97035

CONTACT NAME: WS Certificates
PHONE (A/C, No, Ext): 844-972-6326 FAX (A/C, No):
E-MAIL ADDRESS: certificates@woodruffsawyer.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co Pittsburgh, PA	19445
INSURER B : AIU Insurance Company	19399
INSURER C : QBE Specialty Insurance Company	11515
INSURER D : Lloyds of London - Hiscox	
INSURER E :	
INSURER F :	

INSURED
Prolerized New England Company LLC
PO Box 10047
Portland, OR 97296-0047

SCHNSTE-02

COVERAGES **CERTIFICATE NUMBER:** 62228685 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			1947062	3/15/2024	3/15/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
	X Pollutant Dischr						MED EXP (Any one person)	$ EXCLUDED
	Sudden & Accid.						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						SELF-INSURED RET.	$ 500,000
A B	AUTOMOBILE LIABILITY			1722474 - AOS 1722475 - MA	3/15/2024 3/15/2024	3/15/2025 3/15/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							DEDUCTIBLE	$ 1,000,000
D	X UMBRELLA LIAB X OCCUR			PN2408450	3/15/2024	3/15/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 250,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Auto Buffer			14000149	3/15/2024	3/15/2025	Limit	$2M XS $3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operation of the Named Insured subject to the terms, conditions and exclusions of the policy issued by the Insurance Company.

RE: Bid# 2920-24

CERTIFICATE HOLDER

State of New Hampshire Division of Plant and Property Mgmt.
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, NH 03301-6398

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Zoe Overbay

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
777 108th Avenue NE, Suite 200
Bellevue WA 98004

CONTACT NAME: Ahlai Narcisse
PHONE (A/C, No, Ext): 425-586-1028 FAX (A/C, No): 425-451-3716
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SCHNSTE-01
Prolerized New England Company LLC
P O Box 10047
Portland, OR 97296-0047

COVERAGES **CERTIFICATE NUMBER:** 175483322 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC 7140749-05	3/15/2024	3/15/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	USL&H			WC 7140749-05	3/15/2024	3/15/2025	Benefit:	State of Hire

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Operations of the Named Insured subject to the terms, conditions and exclusions of the policy issued by the Insurance Company.
RE: Bid# 2920-24

CERTIFICATE HOLDER

State of New Hampshire, Administrative Services,
Contracting Officer - Paul Rhodes or his successor
Bureau of Purchase and Property
25 Capitol Street
Concord NH 03301
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES

DIVISION OF PROCUREMENT AND SUPPORT SERVICES

REQUEST FOR BID FOR SCRAP METAL COLLECTION AND RECYCLING SERVICES

2920-24

DUE DATE 6/13/2024 9:00 AM (EASTERN TIME)

Bidder Initials IG

Date 6/6/24

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1. **PURPOSE:**
   1.1. The purpose of this bid invitation is to establish a contract for Scrap Metal Collection 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.
2. **INSTRUCTIONS TO VENDOR:**
   2.1. 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 sign the bid transmittal letter.
3. **BID SUBMITTAL:**
   3.1. 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 paragraph 7 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.
   3.2. 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.
4. **BID INQUIRIES:**
   4.1. 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.
   4.2. Questions shall be submitted by email to Claudia Roy at Claudia.I.Roy@DAS.NH.Gov.
   4.3. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.
5. **BID DUE DATE:**
   5.1. 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.
   5.2. 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.
6. **ADDENDA:**
   6.1. 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.
7. **TIMELINE:**
   7.1. 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.

Bid Solicitation distributed on or by:	5/30/2024
Last day for questions, clarifications, and/or requested changes to bid:	6/6/2024
Bid Closing (Eastern Time):	6/13/2024 9:00 AM

8. **TERMS OF SUBMISSION:**
   8.1. 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.
   8.2. 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.
   8.3. 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.

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8.4. 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.

8.5. 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.

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

8.7. 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.

9. CONTRACT TERM:

9.1. The term of the contract shall commence on October 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through September 30, 2029, a period of approximately five (5) years..

9.2. The contract may be extended for up to an additional four (4) 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.

9.3. The Contract may be amended, by agreement of the parties, without further approval needed by the executive council if the price limitation is unchanged or decreased as a result of the new or deleted location.

10. CONTRACT AWARD:

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

10.2. 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.

11. NOTIFICATION AND AWARD OF CONTRACT(S):

11.1. 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).

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

11.3. 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.

12. LIABILITY:

12.1. 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.

13. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

13.1. 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.

13.2. 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:

13.3. 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

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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.

13.4. 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.

13.5. 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.

13.6. By submitting a proposal, Bidders acknowledge and agree that:

13.6.1. 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;

13.6.2. 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

13.6.3. 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.

14. TERMINATION:

14.1. 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.

15. VENDOR CERTIFICATIONS:

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

15.2. 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).

15.3. 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/.

15.4. 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.

15.5. 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.

16. BID PRICES:

16.1. Bid prices shall remain firm for the entire contract period and 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.

16.2. 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".

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16.3. Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

17. **AUDITS AND ACCOUNTING:**

17.1. 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.

17.2. 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.

18. **ACCOUNT REPRESENTATIVE:**

18.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

18.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

18.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

18.1.3. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.

18.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

19. **ESTIMATED USAGE:**

19.1. 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.

20. **USAGE REPORTING:**

20.1. 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:

20.1.1. Contract Number

20.1.2. Utilizing Agency and Eligible Participant

20.1.3. List of items

20.1.4. Total weight per load

20.1.5. 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:

20.1.5.1. Percentage of recycled materials contained within finished products

20.1.5.2. Percentage of waste recycled throughout the manufacturing process

20.1.5.3. Types and volume of packaging used for transport

20.1.5.4. Any associated material avoided and/or recycled as applicable under contract

20.1.5.5. A standardized reporting form will be provided after contract award

20.1.6. Total Rebate Amount

20.1.7. In Excel format

21. **ELIGIBLE PARTICIPANTS:**

21.1. 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.

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22. **REBATE PAYMENT/INVOICING:**

22.1. Rebate check (All payments shall be made by company or bank check, no cash).

22.2. Emailed copies of the recycling program Service Request Form showing the ticket number(s) associated with payment.

22.3. Emailed rebate report in Excel format with itemization by material type and delineating:

22.3.1. Ticket number(s) associated with each payment per the Service Request Form

22.3.2. Date of pickup or drop off

22.3.3. Date of processing

22.3.4. Each material type

22.3.5. Total weight for each material in gross tons (GT) or pounds (LB) with any adjustments and associated reason

22.3.6. Contract price per GT or LB for rebate depending upon material type and location

22.3.7. Fast Markets index pricing for the material on the date of processing

22.3.8. Total payment

23. **REMIT FOR REBATE PAYMENT PACKAGE**

23.1. ALL rebate payment packages shall be mailed to:

STATE OF NEW HAMPSHIRE
Administrative Services
Recycling Administrator
144 Clinton Street
Concord NH 03301

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

24. **TERMS OF PAYMENT:**

24.1. Payment shall be made to the State of NH within thirty (30) days after scrap metal processing.

24.2. All transactions for the payment period shall be paid with one check.

24.3. Periodic scale and index documentation shall be provided as part of a mutually agreed audit process.

25. **VENDOR RESPONSIBILITY:**

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

25.2. 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.

25.3. 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.

25.4. 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.

25.5. 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.

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

25.6.1. Provide pricing information as indicated in the "Offer" section; and

25.6.2. Provide all other information required for the bid response (if applicable); and

25.6.3. Complete the "Vendor Contact Information" section; and

25.6.4. Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

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

25.8. 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.

25.9. 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.

26. IF AWARDED A CONTRACT:

26.1. The successful Vendor shall complete the following sections of Appendix A (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)

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

26.3. Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.

26.4. 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.

27. SPECIFICATIONS:

27.1. 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.

28. SITE VISITATION:

28.1. 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.

29. SCOPE OF SERVICES:

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

29.2. **SPECIFICATION – CHANGE TO INDICES**

29.2.1. Should any of the four market indices change in availability, name, and/or number during the span of the contract, the State and Vendor shall select a mutually agreed substitute. SPECIFICATION - SERVICE CANCELLATION

29.2.2. Utilizing state agencies may cancel collection services without penalty. Under this provision, collection units ("cans") will be picked up within 3 business days of agency request and any recycled materials will be sold as defined herein.

29.3. **SPECIFICATION – VENDOR SERVICE RESPONSIBILITIES**

29.3.1. Scrap metal will generally be mixed and unsorted when collected. Vendor shall utilize the contract index aligning with the most prevalent material type based upon overall volume and degree of mixing.

29.3.2. At times agencies may request recycling of specialized material types not connected to the contract indices. Vendor shall provide the name and/or number of the index used to price these special material types.

29.3.3. Unless approved by the state Recycling Administrator, Vendor shall not provide service without receipt, via email, of the recycling program service request form, completed in full by the requesting agency.

29.3.4. Vendor shall provide a container for the collection of scrap metal at no charge to the utilizing agency.

29.3.5. Vendor shall provide, upon request, a separate bin for aluminum scrap or any other scrap-related commodity the agency chooses to separate.

29.3.6. Vendor shall replace a full bin with an empty bin of equal size unless specified differently by the agency.

29.3.7. Vendor shall dispose of all material collected from state locations in compliance with all current federal, state, and environmental laws and regulations as well as all terms, conditions, and specifications of this solicitation.

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29.3.8. Vendor shall establish a list SERV email dedicated to only receiving recycling program service request forms and service inquiries, and sending payment and audit reports, with the Recycling Administrator included as a recipient. All communications related to this contract shall flow through the dedicated email.

29.3.9. Vendor shall provide monthly:

29.3.10. A list of all check numbers and associated ticket numbers processed for the previous month.

29.3.11. A random sample of ticket numbers provided by the Recycling Coordinator for proof of market value on the date of processing.

29.4. **SPECIFICATION – WEIGHING**

29.4.1. Any weighing charges shall be borne by the Vendor.

29.4.2. Weighing of pickup (by Vendor) or drop off (by state agencies) shall be done on certified scales and accuracy guaranteed by the Vendor.

29.4.3. All pickup and drop off of materials must be covered by a certified weight slip. The weight slip will show where and when the pickup or drop-off was made and the name of the state employee in the presence of the material transfer (when applicable). Payment will be based upon these weight slips.

29.5. **4 TYPES OF SERVICE**

29.5.1. Full Service: Vendor leaves on-site a collection unit(s) and swaps container(s) when full or removes at the request of the agency site via the recycling program service request form. The Vendor reserves the right not to provide this type of service to the requesting location if it is determined the annual collection poundage would not adequately cover delivery and pickup cost. This refusal must be organized through the state Recycling Administrator in advance of notifying the agency.

29.5.2. Single Use Service: Vendor provides a collection unit (bin) for a one-time use at an agency location upon submission of the recycling program service request form. The requesting agency is responsible for loading the collection unit (bin). The Vendor reserves the right not to provide this type of service to the requested location if a collection unity (bin) is not available, the timeframe for use of the container is not possible, and other operational factors. This refusal must be organized through the state's recycling administrator in advance of notifying the agency.

29.5.3. Will Call / Special Projects Service: Vendor will remove and load the recycled materials into their collection units at the agency location upon submission of the recycling program service request form. The Vendor reserves the right not to provide this type of service to the requested location if the project presents operational challenges. This refusal must be organized through the state's recycling administrator in advance of notifying the agency. This must be organized through the state's recycling administrator in advance of notifying the agency.

29.5.4. Drop off at Vendor Location: State agencies may deliver scrap metal to the Vendor's yard and/or weigh scale when it is in the State's best interest and with prior approval from the Recycling Administrator and Vendor. Under these circumstances all documentation, records, and the payment process shall remain the same as Vendor pickup.

29.6. CONTAINER / DROP-OFF: DELIVERY/ DROP OFF / PICKUP TIME, COMMUNICATION & FORMAT:

29.7. Before providing equipment, supplies and/or services, Vendor shall receive proper authorization from the requesting agency in writing via the recycling program service request form; no requests for service shall be honored outside the form documentation process without prior approval of the state recycling administrator. Once the request is received, the Vendor provides the requested type of service. Container size for service at the agency site will be determined in collaboration between agency and vendor.

29.8. The Vendor will be required to accomplish delivery/drop off/ pickup of any service(s) requested under this contract within seven (7) working days from the placement of the order by the agency.

29.9. The use of a private carrier or subcontractors to make delivery or pickup does not relieve the Vendor from the responsibility of meeting the delivery/ drop off/pickup time frame requirement.

30. ADDITIONAL REQUIREMENTS:

30.1. 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.

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30.2. The Vendor shall not commence work until a conference is held with the Recycling Administrator.

30.3. 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.

30.4. 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.

30.5. The Vendor or their personnel shall not represent themselves as employees or agents of the State.

30.6. 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.

30.7. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

30.8. The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

30.9. 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.

31. OBLIGATIONS AND LIABILITY OF THE VENDOR:

31.1. 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.

31.2. 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.

31.3. 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.

32. NON-EXCLUSIVE CONTRACT:

32.1. 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.

33. DISASTER RECOVERY:

33.1. 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)

33.2. 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.

34. OFFER:

34.1. 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.

34.2. 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

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or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

34.3. **OFFER SHEET WILL BE ATTACHMENT 1 (SEPARATE FROM THIS DOCUMENT).**

35. VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

35.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

36. VENDOR CONTACT INFORMATION:

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

Ira Gross	617-470-7062	
Contact Person	Local Telephone Number	Toll Free Telephone Number
igross@rdus.com	www.RadiusRecycling.Com	
E-mail Address	Company Website	
Radius Recycling	25 Sandquist St. Concord, NH	
Vendor Company Name	Vendor Address	
Vendor Number (given by State of NH)	DUNS and/or SAM.GOV Number	

37. DELIVERY LOCATIONS:

37.1. The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

38. ATTACHMENTS:

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

38.1.1. Attachment 1: Offer Sheet

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

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 253 144 607 176

Passcode: qjtfNN

Dial in by phone

+1 603-931-4944,,822206328# United States, Concord

Find a local number

Phone conference ID: 822 206 328#

Join on a video conferencing device

Tenant key: nhgov@m.webex.com

Video ID: 113 907 353 2

More info

For organizers: Meeting options Reset dial-in PIN

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APPENDIX A

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 *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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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

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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.

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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

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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.

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Date 6/6/24

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 6/6/24

Company Name: Radius Recycling

Address: 25 Sandquist St. Concord, NH

To: Point of Contact: **Claudia Roy**
Telephone: **(603)-271-1451**
Email: **NH.Purchasing@das.nh.gov**

RE: Bid Invitation Name: Scrap Metal Collection and Recycling Services
Bid Number: **2920-24**
Bid Posted Date (on or by): **5/30/2024**
Bid Closing Date and Time: **6/13/2024 9:00 AM (Eastern Time)**
Dear Claudia Roy,

[Insert name of signor] Ira Gross, on behalf of Radius Recycling [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 # 2920-24 for Scrap Metal Collection and Recycling Services 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 _____ **Authorized Signor's Title** Regional Manager, Commercial Operations

Bidder Initials IG
Date 6/6/24

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: June 5, 2024

ADDENDUM #1 TO BID INVITATION #2920-24

DATE OF BID CLOSING: 6/13/2024 **TIME OF BID CLOSING:** 09:00 AM (EST)

FOR: Scrap Metal Collections and Recycling Services

Clarifying Fast Markets Index Pricing date: 5/31/2024

Please see updated Attachment 1 Offer Sheet.

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.

RESPONDENT BUSINESS NAME: Radius Recycling

ADDRESS: 25 Sandquist St. Concord, NH

PRINT NAME: Ira Gross SIGNATURE: [signature] 6/6/24

TEL. NO. 617-470-7062 EMAIL ADDRESS: igross@rdus.com

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

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: June 11, 2024

ADDENDUM #2 TO BID INVITATION #2920-24

DATE OF BID CLOSING: 6/13/2024 **TIME OF BID CLOSING:** 09:00 AM (EST)

FOR: Scrap Metal Collections and Recycling Services

Attachment 1 Offer Sheet update:

Please see updated Attachment 1 Offer Sheet.

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.

RESPONDENT BUSINESS NAME: Radys Recycling
ADDRESS: 25 Sanquist st Concord, NH 03301
PRINT NAME: Adam Laperle SIGNATURE:
TEL. NO. 207-246-0676 EMAIL ADDRESS: Alaperle@rdus.com

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

COUNTY	Fast Markets Index Pricing for May 31, 2024	REBATE %	ESTIMATED QTY.LBS	TOTAL
BELKNAP				
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	$210.00	42%	1000	$39.38
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	240	38%	1000	$40.71
AL Mixed Low CU Clips, $/LB (Price Symbol MB-AL-0369)	0.65	50%	1000	$325.00
No. 2 Heavy Cu and Wire, $/LB (Price Symbol MB-CU-0418)	3.55	65%	1000	$2,307.50
CARROL				
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	210	21%	250	$4.92
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	240	23%	250	$6.16
AL Mixed Low CU Clips, $/LB (Price Symbol MB-AL-0369)	0.65	50%	250	$81.25
No. 2 Heavy Cu and Wire, $/LB (Price Symbol MB-CU-0418)	3.55	65%	250	$576.88
CHESHIRE				
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	210	26%	900	$21.94
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	240	27%	900	$26.04
AL Mixed Low CU Clips, $/LB (Price Symbol MB-AL-0369)	0.65	50%	900	$292.50
No. 2 Heavy Cu and Wire, $/LB (Price Symbol MB-CU-0418)	3.55	65%	900	$2,076.75
COOS				
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	210	20%	2000	$37.50
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	240	25%	2000	$53.57
AL Mixed Low CU Clips, $/LB (Price Symbol MB-AL-0369)	0.65	50%	2000	$650.00
No. 2 Heavy Cu and Wire, $/LB (Price Symbol MB-CU-0418)	3.55	65%	2000	$4,615.00
GRAFTON				
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	210	20%	1000	$18.75
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	240	25%	1000	$26.79
AL Mixed Low CU Clips, $/LB (Price Symbol MB-AL-0369)	0.65	50%	1000	$325.00
No. 2 Heavy Cu and Wire, $/LB (Price Symbol MB-CU-0418)	3.55	65%	1000	$2,307.50
HILLSBOROUGH				
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	210	36%	1050	$35.44
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	240	33%	1050	$37.13
AL Mixed Low CU Clips, $/LB (Price Symbol MB-AL-0369)	0.65	50%	1050	$341.25
No. 2 Heavy Cu and Wire, $/LB (Price Symbol MB-CU-0418)	3.55	65%	1050	$2,422.88
MERRIMACK				
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	210	36%	15000	$506.25
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	240	33%	15000	$530.36
AL Mixed Low CU Clips, $/LB (Price Symbol MB-AL-0369)	0.65	50%	15000	$4,875.00
No. 2 Heavy Cu and Wire, $/LB (Price Symbol MB-CU-0418)	3.55	65%	15000	$34,612.50
ROCKINGHAM				
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	210	47%	2500	$110.16
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	240	41%	2500	$109.82
AL Mixed Low CU Clips, $/LB (Price Symbol MB-AL-0369)	0.65	50%	2500	$812.50
No. 2 Heavy Cu and Wire, $/LB (Price Symbol MB-CU-0418)	3.55	65%	2500	$5,768.75
STRAFFORD				
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	210	42%	1000	$39.38
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	240	38%	1000	$40.71
AL Mixed Low CU Clips, $/LB (Price Symbol MB-AL-0369)	0.65	50%	1000	$325.00
No. 2 Heavy Cu and Wire, $/LB (Price Symbol MB-CU-0418)	3.55	65%	1000	$2,307.50
SULLIVAN				
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	210	35%	50	$1.64
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	240	35%	50	$1.88
AL Mixed Low CU Clips, $/LB (Price Symbol MB-AL-0369)	0.65	50%	50	$16.25
No. 2 Heavy Cu and Wire, $/LB (Price Symbol MB-CU-0418)	3.55	65%	50	$115.38
				$66,842.88

Appendix A Pricing List

COUNTY	REBATE %
BELKNAP	
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	42%
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	38%
AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	50%
No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	65%
CARROL	
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	21%
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	23%
AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	50%
No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	65%
CHESHIRE	
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	26%
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	27%
AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	50%
No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	65%
COOS	
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	20%
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	25%
AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	50%
No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	65%
GRAFTON	
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	20%
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	25%
AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	50%
No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	65%
HILLSBOROUGH	
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	36%
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	33%
AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	50%
No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	65%

Appendix A Pricing List

MERRIMACK	[redacted]
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	36%
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	33%
AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	50%
No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	65%
ROCKINGHAM	[redacted]
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	47%
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	41%
AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	50%
No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	65%
STRAFFORD	[redacted]
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	42%
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	38%
AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	50%
No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	65%
SULLIVAN	[redacted]
LIGHT IRON: Steel scrap auto bodies, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0370)	35%
Steel scrap No1 heavy melt, export yard buying price, delivered to yard Boston, $/Gross Ton (Price Symbol MB-STE-0366)	35%
AL Mixed Low CU Clips. $/LB (Price Symbol MB-AL-0369)	50%
No. 2 Heavy Cu and Wire. $/LB (Price Symbol MB-CU-0418)	65%