160 mlc

# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
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

September 6, 2023

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 an amendment to an existing contract (Contract #8002953) with Zero Waste & Recycling Services Inc. (VC#158166), Bow, NH, for solid waste removal and disposal services by adding one new location and by increasing the price limitation by $3,992.56 from $1,609,772.62 to an amount up to and not to exceed $1,613,765.18 effective upon Governor and Executive Council approval through October 31, 2024. The original contract (Contract #8002953) was approved by the Commissioner of the Department of Administrative Services on October 25, 2021, and most recently amended with the approval of the Governor and Executive Council on June 28, 2023, Item #270.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

As previously stated, the original contract (Contract #8002953) was approved by the Commissioner of the Department of Administrative Services on October 25, 2021. It was then subsequently amended with Governor and Executive Council approval on June 28, 2023, Item #270.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for quote (RFQ) 361-24 on June 19, 2023, with responses due on June 30, 2023. This RFQ reached 13 vendors with established statewide contracts. There was one response received; Zero Waste & Recycling Services Inc. provided the compliant response.

Upon approval, this contract amendment with Zero Waste & Recycling Services Inc. will add additional solid waste removal and disposal services to the requested location. Liquor store #32 in Nashua, NH will be opening as a new location. It is anticipated to have a high volume of sales and equal volume of solid waste accumulation.

The current price limitation is $1,609,772.62. Based on bi-weekly pick-ups which equal to 104, at $34.90 per pick-up gives an estimated annual spend of $3,629.60 for the remaining year left on the current contract (Contract #8002953). To ensure proper funds are available, an additional 10% was added as an allowance for balance of product line for $362.96 for any unforeseen ancillary costs.

| Contract financials | |
|---|---|
| Original contract price limitation | $1,609,772.62 |
| Estimated annual spend for new location | $3,629.60 |
| Add allowance for balance of product line | $362.96 |
| Recommended price limitation | $1,613,765.18 |

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Zero Waste & Recycling Services Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFQ Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

| | | | |
|---|---|---|---|
| Bid Description | Solid Waste Removal | Agency | Liquor |
| RFQ# | 361-24 | Requisition# | NA |
| Agent Name | Claudia Roy | Bid Closing | 6/30/2023 @ 10:00AM |

| Annual Pickup | UOM | Product Description | Zero Waste & Recycling Services Inc. | |
|---|---|---|---|---|
| | | | Unit Cost | Delivered Extended Cost |
| 104 | EA | 4-yard Solid Waste Container | $34.90 | $3,629.60 |
| | | | | |
| | | | | |
| | | Sub Total | | $3,629.60 |
| | | Estimated annual spend | | $3,629.60 |
| | | Estimated remaining term spend (1 Year) | | $3,629.60 |
| | | Add allowance for balance of product line | | $362.96 |
| | | Recommended cost addition to current price limitation | | $3,992.56 |

| Recommendation Summary | | | |
|---|---|---|---|
| Statewide Contract or Amendment | Amendment | | |
| Term of Contract | 3.00 | | |
| Current Price Limitation | $1,609,772.62 | | |
| Requested Price Increase | $3,992.56 | | |
| Recommended New Price Limitation | $1,613,765.18 | | |
| Number of Solicitations Received | 1 | | |
| Number of Contracted Vendors | 13 | | |
| Number of non-responsive bidders | 10 | | |
| P-37 Checklist Complete | Yes | | |
| D&B Report Attached | NA | | |
| Method of Payment (P-card/ACH) | Both | | |
| FOB Delivered | FOB | | |
| Total Cost Increase ($/%) | $3,992.56 | | Increase |

Special Notes:

The current price limitation is $1,609,772.62. Based on bi-weekly pick-ups which equal to 104, at $34.90 per pick-up gives an estimated annual spend of $3,992.56 for the remaining one (1) year left to the current contract. To ensure proper funds have been established, and additional 10% was added for allowance for balance of product line of $362.96 for any unforeseen ancillary costs.

**THIRD AMENDMENT TO THE CONTRACT**
**BETWEEN ZERO WASTE & RECYCLING SERVICES INC.**
**AND**
**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,**
**FOR SOLID WASTE REMOVAL AND DISPOSAL SERVICES**
**CONTRACT # 8002953**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 28 day of August, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Zero Waste & Recycling Services Inc. (hereinafter referred to as "the Contractor") for solid waste removal and disposal services.

WHEREAS, pursuant to an agreement effective November 1, 2021, amended by the First Amendment on November 8, 2021, amended by the Second Amendment on June 28, 2023, Governor and Executive Council Item# 270 and set to expire October 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Zero Waste & Recycling Services Inc. services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

   1.8 $1,613,765.18

2. Amend Exhibit C, Method of Payment, the following additional location to 2. Pricing Structure through October 31, 2024.

| Site | Service Address | Size (yrds) | Frequency | Price/Pick-up |
|---|---|---|---|---|
| Liquor Store #32 | 2 Northwest Blvd, Nashua, NH | 4-Yards | Every other week | $34.90 |

3. All other provisions of the Agreement, approved by the Governor and Executive Council on October 25, 2021, shall remain in full force and effect.



Contractor Initials: SE
Date: 8/28/23

**Zero Waste & Recycling Services Inc.**

By: Stan Emanuel

Stan Emanuel
(Print Name)

Title: President

Date: 8/28/23

**STATE OF NEW HAMPSHIRE**

By: [signature]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 9-6-23

OFFICE OF THE ATTORNEY GENERAL

By: Duncan A. Edgar

Duncan A. Edgar
(Print Name)

Title: Attorney

Date: August 29, 2023

The foregoing contract was approved by the Governor and Council of New Hampshire on

_____, _____.

Signed: _____

_____
(Print Name)

Title: _____



Contractor Initials: SE

Date: 8/28/23

# State of New Hampshire

# Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ZERO WASTE & RECYCLING SERVICES INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 16, 1996. 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: **254288**

Certificate Number: **0006240406**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of June A.D. 2023.

David M. Scanlan

Secretary of State

**Corporate Resolution**

**I, Stanley Emanuel, hereby certify** that I am duly elected Secretary of Zero Waste & Recycling Services Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 3, 2023, at which a quorum of the Directors/shareholders were present and voting.

> **VOTED:** That Stan Emanuel, President is duly authorized to enter into contracts or agreements on behalf of Zero Waste & Recycling Services Inc. with the State of New Hampshire and any of 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 vote.

**I hereby certify** that said vote 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 thirty (30)** 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.

DATED: August 3, 2023 ATTEST: _____ Secretary

ZEROWAS-01 MSNELL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/4/2023

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
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Mary Ellen Snell, CIC
PHONE (A/C, No, Ext): (603) 715-9754 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS: msnell@davistowle.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Berkley Specialty Insurance Company | |
| INSURER B : Acuity Insurance | 14184 |
| INSURER C : Gray Surplus Lines Insurance Co. | |
| INSURER D : Eastern Alliance Insurance Group | |
| INSURER E : IAT Insurance Group | |
| INSURER F : | |

INSURED
Zero Waste & Recycling Services Inc.
330 River Road
Bow, NH 03304

COVERAGES CERTIFICATE NUMBER: 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<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | | | BPK0143503 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 0 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | ZK2449 | 7/1/2023 | 7/1/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 1,000,000 | | | GSL101421 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | AGGREGATE | $ 1,000,000 |
| | | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 03-0000114613-05 | 2/16/2023 | 2/16/2024 | X PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| E | Equipment Floater | | | IMP4001393 | 7/1/2023 | 7/1/2024 | $1000 ded | 3,553,098 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Stanley Emanuel and Peter Emanuel are Excluded Officers on the Workers Compensation policy. State of NH are the covered states under Section A of the Worker's Compensation policy.

Commercial Automobile Policy includes the MCS-90 endorsement

30 Days Notice of cancellation except for Non-Payment of Premium which is 10 days

CERTIFICATE HOLDER

State of NH, Administrative Services
Bureau of Purchase & Property
25 Capitol Street-Room 102
Concord, NH 03301

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
Mary Ellen Snell


© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

270 mlc

# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
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

June 28, 2023

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 amend an existing contract (Contract #8002953) with Zero Waste & Recycling Services Inc. (VC#158166), Bow, NH, for solid waste removal and disposal services, to increase the price limitation by $9,772.62 from $1,600,000.00 to $1,609,772.62 and add two locations effective upon Governor and Executive Council approval through October 31, 2024. The original contract (Contract #8002953) was approved by the Commissioner of the Department of Administrative Services on October 25, 2021 and most recently amended with the approval of the Commissioner of the Department of Administrative Services on November 8, 2021.

## EXPLANATION

As previously stated, the original contract was approved by the Commissioner of the Department of Administrative Services on October 25, 2021 and most recently amended by the first amendment on November 8, 2021.

On December 21, 2022 the Department of Administrative Services issued request for quote (RFQ) #327-23 to add a Department of Environmental Services location at 72 Silk Farm Rd, Concord with responses due on January 3, 2023. Responses were provided by three contractors with Zero Waste & Recycling Services Inc. submitting the lowest quote for services.

On February 22, 2023 the Department of Administrative Services issued RFQ #344-23 to add liquor store #20, 19C Manchester Rd., Derry with responses due on February 28, 2023. Responses were provided by four contractors with Zero Waste & Recycling Inc. submitting the lowest quote for services.

Upon approval, adding the above locations to the Zero Waste & Recycling Inc. contract will allow the Department of Environmental Services and liquor store #20 to properly and safely dispose of any non-recyclable waste generated at these facilities. The locations will benefit from receiving services from an established contractor who is familiar with State operations and agency points of contact.

| Contract financials | |
|---|---|
| Current contract price limitation | $1,600,000.00 |
| Change to add NHDES, 72 Silk Farm Rd. | $6,778.20 |
| Change to add NH liquor store #20 | $2,994.42 |
| Total change for second amendment | $9,772.62 |
| New contract price limitation | $1,609,772.62 |

Based on the foregoing, I am respectfully recommending approval of the amendment with Zero Waste & Recycling Services Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFQ Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

| | | | |
|---|---|---|---|
| Bid Description | Solid Waste Removal and Disposal Services | Agency | NHDES |
| RFQ# | 327-23 | Requisition# | N/A |
| Agent Name | Wayne Goulet | Bid Closing | 01/03/2023 @ 11:00AM (EST) |

| Site | Service Address | City | Size (Cubic Yard) | Pick Up Frequency | Casella Waste Management of Massachusetts, Inc. | Zero Waste & Recycling Services, Inc. | Waste Management of New Hampshire, Inc. |
|---|---|---|---|---|---|---|---|
| | | | | | Price/Pick up $ | Price/Pick up $ | Price/Pick up $ |
| NHDES-Operations and Maintenance | 72 Silk Farm Road | Concord | 10 | Every other week | $95.00 | $79.00 | $92.50 |

| | | | |
|---|---|---|---|
| **Estimated annual spend** | $2,054.00 | **Expiring contract annual** | $0.00 |
| **Estimated term spend** | $6,162.00 | **Expiring contract term** | $0.00 |
| **Add allowance for balance of product line (10% of estimated term spend)** | $616.20 | **Cost increase/Savings X% or** | $6,162.00 |
| **Total** | $6,778.20 | **Delta: new vs. expiring** | 100.00% |
| **Current Price Limitation** | $1,600,000.00 | | |
| **Recommended price limitation** | $1,606,778.20 | | |

Award

Division of Procurement Support Services
Bureau of Purchase Property

RFQ Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

| Recommendation Summary | | | |
|---|---|---|---|
| Statewide Contract or Amendment | Amendment 2 add 1 (one) location to Statewide Contract 8002953 | | |
| Term of Contract | 3 years with the option of 2 (1 year) contract extensions | | |
| Price Limitation | $1,606,778.20 | | |
| Number of Solicitations Received | 3 | | |
| Number of Sourced bidders | 13 | | |
| Number of NIGP Vendors Sourced | 13 (contracted vendors) | | |
| Number of non-responsive bidders | 1 (Pinard Waste Systems Inc.), 9 contracted vendors responsed with no quote, reason: out of service area | | |
| P-37 Checklist Complete | Yes | | |
| D&B Report Attached | No | | |
| Terms of Payment (P-card/ACH) | ACH P-card not accepted by vendor | | |
| FOB Delivered | N/A | | |
| Expiring Contract Price Limitation | N/A | | |
| Total Cost Savings ($/%) | | | Increase |

| Special Notes: | |
|---|---|

Division of Procurement Support Services
Bureau of Purchase Property

RFQ Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

| | | | |
|---|---|---|---|
| Bid Description | Solid Waste Removal and Disposal Services | Agency | Liquor Commission-Liquor Store #20 |
| RFQ# | 344-23 | Requisition# | N/A |
| Agent Name | Wayne Goulet | Bid Closing | 02/28/2023 @ 10:00AM (EST) |

| Site | Service Address | City | Size (Cubic Yard) | Pick Up Frequency | Pinard Waste Systems Co. Inc. | Zero Waste & Recycling Services Inc. | Waste Management of New Hampshire, Inc. | Casella Waste Management of Massachusetts, Inc. |
|---|---|---|---|---|---|---|---|---|
| | | | | | Price/Pick up $ | Price/Pick up $ | Price/Pick up $ | Price/Pick up $ |
| Liquor Commission —Liquor Store#20 | 19C Manchester Road | Derry | 4 | Every other week | $88.00 | $34.90 | $68.00 | $77.00 |

| | | | |
|---|---|---|---|
| **Estimated annual spend** | $907.40 | **Expiring contract annual** | $0.00 |
| **Estimated term spend** | $2,722.20 | **Expiring contract term** | $0.00 |
| **Add allowance for balance of product line (10% of 3 Year term total)** | $272.22 | **Cost increase/Savings X% or** | $2,722.20 |
| **Total** | $2,994.42 | **Delta: new vs. expiring** | 100.00% |
| **Current Price Limitation** | $1,606,778.20 | | |
| **Recommended price limitation** | $1,609,772.62 | | |

Gary S. Lunetta
Director
(603) 271-2201

Award

| Recommendation Summary | | | |
|---|---|---|---|
| Statewide Contract or Amendment | Amendment 2 add 1 (one) location to Statewide Contract 8002953 | | |
| Term of Contract | 3 years with the option of 2 (1 year) contract extensions | | |
| Price Limitation | $1,609,772.62 | | |
| Number of Solicitations Received | 4 | | |
| Number of Sourced bidders | 13 | | |
| Number of NIGP Vendors Sourced | 13 (contracted vendors) | | |
| Number of non-responsive bidders | 4 contracted vendors didn't respond, 5 contracted vendors responsed with no quote, reason: out of service area | | |
| P-37 Checklist Complete | Yes | | |
| D&B Report Attached | No | | |
| Terms of Payment (P-card/ACH) | ACH P-card not accepted by vendor | | |
| FOB Delivered | N/A | | |
| Expiring Contract Price Limitation | N/A | | |
| Total Cost Savings ($/%) | N/A | N/A | N/A |

| Special Notes: | |
|---|---|

**SECOND AMENDMENT TO THE CONTRACT**
**BETWEEN ZERO WASTE & RECYCLING SERVICES INC.**
**AND**
**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,**
**SOLID WASTE REMOVAL AND DISPOSAL SERVICES**
**CONTRACT # 8002953**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 7th day of June, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Zero Waste & Recycling Services Inc. hereinafter referred to as "the Contractor") for Solid Waste Removal and Disposal Services.

WHEREAS, pursuant to an agreement effective November 1, 2021, amended by the First Amendment on November 8, 2021 and set to expire October 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Solid Waste Removal and Disposal Services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

   1.8 $1,609,772.62

2. Amend Exhibit B, Payment Terms, the following payment terms for the period June 5, 2023 through October 31, 2024:

| Dumpsters to be added to contract | | | | | | | |
|---|---|---|---|---|---|---|---|
| Site | Service Address | Town | Dumpster size (cubic yd) | Pick up frequency | Price/ pick up | Total cost, contract term (6/23-10/24) | Additional Items |
| NH DES – Operations & Maintenance Facility | 72 Silk Farm Rd. | Concord | 10 | Every other week | $79.00 | $6,778.20 | Ability of container to open on the front for disposal. Additional: site will be locked during the day and a combination pad lock will be used for the vendor to access the site. |



Contractor Initials: SE
Date: 6/7/23

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Liquor Store #20 | 19C Manchester Rd. | Derry | 4 | Every other week | $34.90 | $2,994.42 | N/A |

3. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on October 25, 2021, shall remain in full force and effect.



Contractor Initials: SE
Date: 6/2/23

**ZERO WASTE & RECYCLING SERVICES INC.**

By: Stan Emanuel

Stan Emanuel
(Print Name)

Title: President

Date: 6/7/23

**STATE OF NEW HAMPSHIRE**

By: Ch Arl

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 6/13/23

OFFICE OF THE ATTORNEY GENERAL

By: Jill Perlin

Jill Perlin
(Print Name)

Title: Assoc. Attorney General

Date: 6/14/23

The foregoing contract was approved by the Governor and Council of New Hampshire on

_____.

Signed: _____

_____
(Print Name)

Title: _____



Contractor Initials: SE
Date: 6/7/23

# State of New Hampshire

# Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ZERO WASTE & RECYCLING SERVICES INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 16, 1996. 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: **254288**

Certificate Number: **0006240406**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of June A.D. 2023.

David M. Scanlan

Secretary of State

**Corporate Resolution**

**I, Peter Emanuel, hereby certify** that I am duly elected Vice President of Zero Waste & Recycling Services Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 1, 2023, at which a quorum of the Directors/shareholders were present and voting.

> **VOTED:** That Stan Emanuel, President is duly authorized to enter into contracts or agreements on behalf of Zero Waste & Recycling Services Inc. with the State of New Hampshire and any of 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 vote.

**I hereby certify** that said vote 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 thirty (30)** 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.

DATED: June 1, 2023 ATTEST: _____, Vice President

ZEROWAS-01 MSNELL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2023

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 | CONTACT NAME: Mary Ellen Snell, CIC | |
|---|---|---|
| Davis & Towle Morrill & Everett, Inc.<br>115 Airport Road<br>Concord, NH 03301 | PHONE (A/C, No, Ext): (603) 715-9754 | FAX (A/C, No): (603) 225-7935 |
| | E-MAIL ADDRESS: msnell@davistowle.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Berkley Specialty Insurance Company | |
| INSURED | INSURER B : Acuity Insurance | 14184 |
| Zero Waste & Recycling Services Inc.<br>330 River Road<br>Bow, NH 03304 | INSURER C : Burlington Insurance Co. | |
| | INSURER D : Eastern Alliance Insurance Group | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: 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 | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | BPK0143503 | 7/1/2022 | 7/1/2023 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 0 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | ZK2449 | 7/1/2022 | 7/1/2023 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | 975BE02951-01 | 7/1/2022 | 7/1/2023 | AGGREGATE | $ 1,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y | N/A | | 03-0000114613-05 | 2/16/2023 | 2/16/2024 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

Stanley Emanuel and Peter Emanuel are Excluded Officers on the Workers Compensation policy. State of NH are the covered states under Section A of the Worker's Compensation policy.

Commercial Automobile Policy Includes the MCS-90 endorsement

30 Days Notice of cancellation except for Non-Payment of Premium which is 10 days

CERTIFICATE HOLDER

State of NH, Administrative Services
Bureau of Purchase & Property
25 Capitol Street-Room 102
Concord, NH 03301

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

Mary Ellen Snell



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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

**DATE:** October 22, 2021

**CONTRACT FOR:** Solid Waste Removal and Disposal Services

**CONTRACT #:** 8002953

**COMMODITY/NIGP CODE:** 968-7100

**CONTRACTOR:** Zero Waste & Recycling Services **VENDOR CODE #:** 158166

**SUBMITTED FOR ACCEPTANCE BY:**

DN: cn=Wayne V Goulet, o=Div Procurement Support Services, ou=Bureau of Purchase & Property, email=Wayne.V.Goulet@das.nh.gov, c=US
Date: 2021.10.22 08:38:48 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

**RECOMMENDED FOR ACCEPTANCE BY:**

DN: cn=Paul A Rhodes, o=Div Procurement Support Services, ou=Bureau of Purchase and Property, email=Paul.A.Rhodes@das.nh.gov, c=US
Date: 2021.10.22 14:36:54 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

**APPROVED FOR ACCEPTANCE BY:**

DN: cn=Gary S Lunetta, o=Dept of Administrative Services, ou=Div of Procurement Support Services, email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2021.10.26 08:12:13 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10/25/21

Form Revised 5/21/2021 GSL

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<br>Department of Administrative Services<br>Bureau of Purchase and Property | | 1.2 State Agency Address<br>25 Capitol Street, Room 102<br>Concord, NH 03301 | |
| 1.3 Contractor Name<br>Zero Waste & Recycling Services Inc. | | 1.4 Contractor Address<br>330 River Road Bow, NH 03304 | |
| 1.5 Contractor Phone Number<br>603-234-7921 | 1.6 Account Number<br>Various | 1.7 Completion Date<br>October 31, 2024 | 1.8 Price Limitation<br>$1,600,000.00 |
| 1.9 Contracting Officer for State Agency<br>Wayne Goulet | | 1.10 State Agency Telephone Number<br>603-271-2009 | |
| 1.11 Contractor Signature<br>Stan Emanuel Date: 10/21/21 | | 1.12 Name and Title of Contractor Signatory<br>Stan Emanuel, President | |
| 1.13 State Agency Signature<br>Date: 10/25/21 | | 1.14 Name and Title of State Agency Signatory<br>Charles M. Arlinghaus, Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: On: | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |

County of Merrimack, ss.
State of New Hampshire
On this 21 day of October, 2021
Stanley Emanuel,
known to me or proven to be the instrument subscriber, personally appeared before me and acknowledged that he/she executed the foregoing instrument.
Natalie Bariberau, Notary Public

NATALIE A BARIBEAU
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES SEPT. 1 2026
NOTARY PUBLIC



Contractor Initials SE
Date 10/21/2021

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 as indicated in block 1.17, 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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



Contractor Initials SE
Date 10/21/2021

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) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) 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.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) 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) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the



Contractor Initials SE

Date 10/21/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

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

23. 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.

24. 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 SE
Date 10/21/2021

## EXHIBIT A

## SPECIAL PROVISIONS

There are no special provisions of this contract.



Contractor Initials SE
Date 10/21/2021

**EXHIBIT B**
**SCOPE OF SERVICES**

## 1. INTRODUCTION

Zero Waste & Recycling Services, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Solid Waste Removal and Disposal Services in accordance with the bid submission in response to State Request for Bid #2497-22 and as described herein.

## 2. CONTRACT DOCUMENTS

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

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Special Provisions
c. EXHIBIT B Scope of Services
d. EXHIBIT C Method of Payment
e. EXHIBIT D RFB 2497-22

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) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2497-22."

## 3. TERM OF CONTRACT

This contract shall commence on November 1, 2021 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

## 4. SCOPE OF WORK

The Contractor shall perform all services according to the requirements and specifications bid listed herein.

- The Contractor shall furnish solid waste dumpsters, roll off dumpsters and all supplies necessary to complete the service, as well as be responsible for the collection, transportation, and legal disposal of the solid waste at an approved site.

- The term "solid waste collection and removal services" shall include providing containers, pick-up, transportation and disposal of solid waste. The Contractor shall make their own



Contractor Initials SE
Date 10/21/2021

arrangements to dispose of the solid waste.

- Each facility/agency shall determine the pickup location(s), container size, type, and frequency of pick up; will call or scheduled day(s).
- All dumpsters must have closed lops.
- Bear-proof dumpsters may be required at some locations.
- Locks may be required and must be provided at NO EXTRA COST. Agencies shall make arraignments with the Contractor for sites requiring locks.
- Locks that are lost or broken due to negligent actions by State Agencies will be the agencies responsibility to replace.
- The Contractor shall be responsible for the maintenance and repair of the containers at no additional cost to the State.
- The State reserves the right to request dumpsters that are deemed in disrepair, unsafe, or unsightly to be swapped out at no charge to the State.
- The Contractor shall at all times be responsible for the safe, careful, and efficient operation of their equipment and shall comply with all safety regulations applicable to this operation.
- Equipment operators shall be experienced and capable and shall be licensed by the State to operate motor vehicles.
- Additional containers can be added or upgraded to the contract in the future as agreeable between the parties.
- The State reserves the right to change the size of the container, or the frequency of pick-up, for any of the locations throughout the term.
- Additional, on-call pick-up service shall be provided at the rates and prices for normal services as specified in offer section.
- A maximum fee of $50.00 may be charged to State Agencies that request a contracted dumpster size be swapped for a different size. This fee will not be charged for initial can placement.
- Some State of New Hampshire locations own their own compactors that would require only hauling and disposal; some would require receiver box rental, hauling, and disposal. Agency contact will specify when requesting service.
- Response time for Will Call locations shall be within 72 hours once service call is requested.

<u>State Prison Requirements</u>

A. Times and days of pickup shall be made as listed below. The times and days listed for the pickup of containers A, B, C, D, E, F, G, H, and I are important to the agency due to security concerns.



Contractor Initials SE
Date 10/21/2021

Day and time of pickup may be changed as agreeable between agency and Contractor.

1. NH State Prison for Women – One (1) 8 cubic yard front-load container. Pickups three (3) times weekly inside the north side gate (Monday, Wednesday and Friday between the hours of 7:30am-4:00pm).

2. South Yard – Three (3) 10 cubic yard front load containers to be labeled A, B, & C to be located within the confines of the South Yard. Pickup to be six (6) times weekly between 7:00 AM to 7:30 AM (Monday – Saturday).

3. North End House and Minimum Security Unit – One (1) 10 cubic yard front load container to be labeled D to be located outside and adjacent to the South Trap. Pickup six (6) times weekly between 7:00 AM – 3:00 PM (Monday – Saturday).

4. North Yard Auto Body/Voc. Training – One (1) 10 cubic yard front load container to be labeled E to be located at the Auto Body Shop. Pickup twice (2) weekly (Tuesday & Friday) between 7:00 AM – 7:30 AM.

5. Rental of one (1) each 6 cubic yard front load container to be labeled F to be located at the North Yard Industries Wood Shop. Pickup once (1) weekly (Monday) between 7:00 AM – 7:30 AM.

6. Secure Psychiatric Unit – One (1) 6 cubic yard front load container to be labeled G to be located at the Secure Psychiatric Unit. Pickups twice (2) weekly (Monday & Thursday) between 7:00 AM – 3:00 PM.

7. Prison Farm, Building & Trades – One (1) 10 cubic yard front load container, to be labeled I to be located at the Farm where Building & Trades is located. Pickup once (1) weekly (Friday) between 7:30 AM – 2 PM.

8. Shea Farm – One (1) 10 cubic yard front-load container. Pickup once (1) weekly (Monday).

9. Calumet House – One (1) 6 cubic yard front-load container. Pickups three (3) times weekly (Monday, Wednesday, Friday).

**Definitions:**

- "Will Call" containers shall be placed on requested site and picked up within 72 hours of service call.
- "As Needed" refers to containers that shall be placed on site once requested by the utilizing location and emptied within 72 hours of service call. The containers shall not be left permanently on site unless requested and agreed upon by the agency and Contractor.
- Every other week scheduled pick-ups shall be performed twenty-six (26) total pick-ups per year.
- Twice/month scheduled pick-ups shall be performed twenty-four (24) times per year.



Contractor Initials SE
Date 10/21/2021

- Monthly schedule pick-ups shall be performed twelve (12) times per year.
- Weekly schedule pick-ups shall be performed fifty-two (52) times per year.
- Quarterly schedule pick-ups shall be performed four (4) times per year.
- Twice/week schedule pick-ups shall be performed one-hundred four (104) times per year.
- Four/week schedule pick-ups shall be performed two-hundred eight (208) times per year.
- Every other month schedule pick-ups shall be performed six (6) times per year.

**Additional Requirements**

Unless otherwise stated herein, all services performed under this Contractor shall be performed between the hours of 7:30 A.M. and 4:00 P.M unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

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

While on State properly, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

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

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

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references



Contractor Initials SE
Date 10/21/2021

for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

## 5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

## 6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide Solid Waste Removal and Disposal Services strictly pursuant to, and in conformity with, the specifications described in State RFB #2497-22, as described herein, and under the terms of this Contract.

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:
https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55ahaeas45jpya5i45))/welcome.aspx

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

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

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

## 8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

## 9. CONFIDENTIALITY & CRIMINAL RECORD

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

EXHIBIT C
METHOD OF PAYMENT

## 1. CONTRACT PRICE

The Contractor hereby agrees to provide Solid Waste Removal and Disposal Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $1,600,000.00; 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.

## 2. PRICING STRUCTURE

**Solid Waste Removal-Dumpsters Placed and Tipped**
**Zero Waste & recycling Services Inc.**

| Site No. | Site Name | Price Per Pickup | Additional Charges | Dumpster Larger than specified cubic yard | Price Per Pickup for larger than specified cubic yard | Dumpster Smaller than specified cubic yard | Price Per Pickup for smaller than specified cubic yard |
|---|---|---|---|---|---|---|---|
| 11 | Liquor Store #55 Bedford - 9 Leavy Dr - Bedford - 6 Yards-weekly | $32.40 | | 8 | $42.40 | 4 | $32.40 |
| 12 | NH DOT District 5 Office - 16 East Point Drive - Bedford - 10 Yards-Will Call | $88.40 | | 0 | | 8 | $88.40 |
| 13 | Patrol Shed 511 - 6 East Point Drive - Bedford - 10 Yards-Will Call | $97.99 | 15 pickups in the last year | 0 | | 8 | $158.00 |
| 14 | Div. Safety Services, Boater Education - 3 Higgins Drive - Belmont - 2 Yards-Every other week | $16.59 | | 4 | $29.40 | 0 | |
| 15 | Patrol Shed 314 - Jct Rte 106/Brown Hill Road - Belmont - 10 Yards-weekly | $52.40 | need side doors on can | 0 | | 8 | $52.40 |
| 30 | Boscawen Veterans Cemetery - 110 Daniel Webster highway - Boscawen - 6 Yards-Every other week | $38.90 | | 8 | $49.40 | 4 | $39.40 |
| 31 | Patrol Shed 505 - 670 Rt. 3A - Bow - 10 Yards-Will Call | $99.74 | | 0 | | 8 | $108.40 |
| 38 | Candia Circuit Court - 110 Raymond Rd. - Candia - 4 Yards-twice/month | $33.40 | | 6 | $43.40 | 2 | $33.40 |



Contractor Initials SE
Date 10/21/2021

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 40 | Canterbury Rest Area - I-93 NB, north of Exit 18 - Canterbury - 10 Yards-Weekly May - Oct Every other week Nov - Apr | $59.40 | | 0 | | 8 | $59.40 |
| 45 | Liquor Store #12 Center Harbor - Route 25, 12 A Main Street, Senter's Marketplace, Unit #1 - Center Harbor - 8 Yards-Every other week | $39.40 | | 10 | $49.40 | 6 | $39.40 |
| 59 | Administrative Svcs Data Center - 27 Hazen Drive - Concord - 10 Yards-Weekly | $59.40 | | 0 | | 8 | $59.40 |
| 60 | Annex I - 115 Pleasant Street - Concord - 10 Yards-weekly | $59.40 | | 0 | | 8 | $59.40 |
| 61 | APS Building - 36 Clinton Street - Concord - 10 Yards-six times/week | $59.40 | | 0 | | 8 | $59.40 |
| 62 | Brown Bldg - 129 Pleasant Street - Concord - 10 Yards-Three/week | $48.98 | | 0 | | 8 | $59.40 |
| 65 | Concord Armory - 1 Minuteman Way USPFO Bldg. A - Concord - 6 Yards-weekly | $41.79 | | 8 | $55.40 | 4 | $45.40 |
| 66 | Concord Armory - Warehouse Bldg. L - Concord - 6 Yards-weekly | $41.79 | | 8 | $55.40 | 4 | $45.40 |
| 67 | Concord Armory - Building AASF - Concord - 6 Yards-weekly | $41.79 | | 8 | $55.40 | 4 | $45.40 |
| 68 | Concord Armory - Admin. Bldg. C - Concord - 8 Yards-weekly | $49.74 | | 10 | $62.40 | 6 | $52.40 |
| 69 | Concord Armory - Maint. Shop Bldg. H - Concord - 8 Yards-weekly | $49.74 | | 10 | $62.40 | 6 | $52.40 |
| 70 | Concord Armory - Building 1 - JFHQ - Concord - 8 Yards-twice/week | $49.74 | | 10 | $62.40 | 6 | $52.40 |
| 71 | Concord Circuit Court - 32 Clinton Street - Concord - 8 Yards-Every other week | $49.76 | | 10 | $62.40 | 6 | $52.40 |
| 72 | Concord Liqour Warehouse - 50 Storrs Street - Concord - 10 Yards-Twice/week | $49.52 | | 0 | | 8 | $57.40 |
| 73 | Department of Justice Bldg - 33 Capitol Street - Concord - 8 Yards-twice/week | $47.92 | | 10 | $62.40 | 6 | $52.40 |
| 75 | DHHS Warehouse - 26 Regional Drive - Concord - 10 Yards-Weekly | $59.40 | | 0 | | 8 | $59.40 |



Contractor Initials SE
Date 10/21/2021

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 76 | Dept of Safety-Warehouse - 41 Hazen Drive - Concord - 10 Yards-twice/week | $52.85 | | 0 | | 8 | $59.40 |
| 77 | Dept of Safety - Fire Academy - 98 Smokey Bear Blvd (aka 222 Sheep Davis Rd.) - Concord - 8 Yards-weekly | $52.40 | | 10 | $62.40 | 6 | $52.40 |
| 78 | Dept of Safety - Fire Academy - 98 Smokey Bear Blvd (aka 222 Sheep Davis Rd.) - Concord - 10 Yards-weekly | $59.40 | | 0 | | 8 | $59.40 |
| 79 | Dept of Safety State Police - 139 Iron Works Rd - Concord - 4 Yards-Weekly | $29.94 | | 6 | $47.40 | 2 | $37.40 |
| 80 | Division of Historical Resources - 19 Pillsbury Street - Concord - 6 Yards-Monthly | $43.93 | | 8 | $55.40 | 4 | $45.40 |
| 81 | DMV Testing Building - 23 Hazen Drive - Concord - 10 Yards-weekly | $59.40 | | 0 | | 8 | $59.40 |
| 82 | Dolloff - 117 Pleasant Street - Concord - 8 Yards-weekly | $52.40 | | 10 | $62.40 | 6 | $52.40 |
| 84 | Emergency Operations Center - 224 Sheep Davis Road - Concord - 8 Yards-weekly | $52.40 | | 10 | $62.40 | 6 | $52.40 |
| 87 | Health & Human Services - 29 Hazen Drive - Concord - 10 Yards-three/week | $53.75 | | 0 | | 8 | $59.40 |
| 88 | Hills Avenue Warehouse - 12 Hills Avenue - Concord - 4 Yards-twice/week | $31.87 | | 6 | $47.40 | 2 | $37.40 |
| 89 | Howard Recreation - 99 Pleasant Street - Concord - 10 Yards-three/week | $51.99 | | 0 | | 8 | $59.40 |
| 90 | Johnson Hall - 107 Pleasant Street - Concord - 10 Yards-every other week | $52.79 | | 0 | | 8 | $59.40 |
| 91 | Laundry - 127 Pleasant Street - Concord - 10 Yards-weekly | $52.79 | | 0 | | 8 | $59.40 |
| 93 | Liquor Store #1 - 80 Storrs Street - Concord - 4 Yards-twice/week | $24.87 | | 6 | $47.40 | 2 | $37.40 |
| 95 | Londergan Hall - 101 Pleasant Street - Concord - 10 Yards-weekly | $51.99 | | 0 | | 8 | $59.40 |
| 96 | Lottery Commission - 14 Integra Drive - Concord - 10 Yards-Every other week | $59.40 | Dumpster must be a Dock style container | 0 | | 8 | $59.40 |



Contractor Initials SE

Date 10/21/2021

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 97 | M&S Building (Dept. of Revenue) - 109 Pleasant Street - Concord - 10 Yards-weekly | $59.40 | | 0 | | 8 | $59.40 |
| 98 | Main Bldg - 105 Pleasant Street - Concord - 10 Yards-weekly | $58.65 | | 0 | | 8 | $59.40 |
| 99 | Merrimack County Superior Courthouse - 9 Court Street - Concord - 8 Yards-Twice/Month | $52.40 | | 10 | $62.40 | 6 | $52.40 |
| 100 | Mechanical Services (DOT) Concord Headquarters - 226 Sheep Davis Road - Concord - 8 Yards-twice weekly | $52.40 | | 10 | $62.40 | 6 | $52.40 |
| 101 | Morton Building (DOT) - 7 Hazen Drive - Concord - 8 Yards-twice weekly | $47.99 | | 10 | $62.40 | 6 | $52.40 |
| 102 | NH Employment Security Concord Office - 45 South Fruit Street - Concord - 10 Yards-twice/week | $55.79 | | 0 | | 8 | $59.40 |
| 103 | NH Police Standards & Training Council - 17 Institute Drive - Concord - 10 Yards-weekly | $56.79 | | 0 | | 8 | $59.40 |
| 104 | Dept of Personnel - 54 Regional Drive - Concord - 6 Yards-Every 4 weeks | $33.85 | Locks Required | 8 | $55.40 | 4 | $45.40 |
| 114 | NH State Prison Farm - 312 North State Street - Concord - 10 Yards-weekly | $59.40 | | 0 | | 8 | $59.40 |
| 115 | PATH - 121 South Fruit St. - Concord - 8 Yards-twice weekly | $52.40 | | 10 | $62.40 | 6 | $52.40 |
| 116 | Pond Place - 125 Pleasant Street - Concord - 4 Yards-weekly | $31.64 | | 6 | $47.40 | 2 | $37.40 |
| 117 | Records and Archives - 71 South Fruit Street - Concord - 10 Yards-weekly. | $59.40 | | 0 | | 8 | $59.40 |
| 118 | Revenue Building - 64 South Street - Concord - 8 Yards-monthly | $49.92 | | 10 | $62.40 | 6 | $52.40 |
| 119 | Safety, Department of - 33 Hazen Drive - Concord - 8 Yards-weekly | $49.99 | 8 cy State Owned Compactor | 10 | $119.40 | 6 | $95.40 |
| 121 | Shea Farm House - 60 Iron Works Road - Concord - 10 Yards-weekly | $59.40 | | 0 | | 8 | $59.40 |



Contractor Initials SE
Date 10/21/2021

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 122 | Spaulding Hall - 95 Pleasant Street - Concord - 8 Yards-weekly | $52.40 | | 10 | $62.40 | 6 | $52.40 |
| 123 | Structural Shop - 65 South Fruit St - Concord - 8 Yards-weekly | $52.40 | | 10 | $62.40 | 6 | $52.40 |
| 124 | Supreme Court Building - Charles Dow Drive - Concord - 6 Yards-Weekly | $34.95 | | 8 | $55.40 | 4 | $45.40 |
| 125 | Thayer - 97 Pleasant Street - Concord - 10 Yards-Weekly | $51.90 | | 0 | | 8 | $59.40 |
| 126 | Traffic bureau - 18 smokey bear blvd a/k/a 220 sheep davis road - Concord - 10 Yards-Every other week | $59.40 | | 0 | | 8 | $59.40 |
| 127 | Traffic bureau - 18 smokey bear blvd a/k/a 220 sheep davis road - Concord - 10 Yards-Every other week | $59.40 | | 0 | | 8 | $59.40 |
| 128 | Transitional Hsg (garages) - 5 Howard Road - Concord - 10 Yards-twice/week | $59.40 | | 0 | | 8 | $59.40 |
| 129 | Twitchell - 111 Pleasant Street - Concord - 8 Yards-twice/week | $48.83 | | 10 | $62.40 | 6 | $52.40 |
| 130 | Walker Building - 21 South Fruit Street - Concord - 10 Yards-weekly | $52.79 | | 0 | | 8 | $59.40 |
| 131 | Warehouse - 131 Pleasant Street - Concord - 4 Yards-weekly | $31.94 | | 6 | $47.40 | 2 | $37.40 |
| 132 | Warehouse - 131 Pleasant Street - Concord - 8 Yards-Weekly | $52.40 | | 10 | $62.40 | 6 | $52.40 |
| 133 | White Farm - 144 Clinton Street - Concord - 6 Yards-weekly | $45.40 | | 8 | $55.40 | 4 | $45.40 |
| 139 | Derry Circuit Court - 10 Courthouse Lane - Derry - 6 Yards-weekly | $37.10 | | 8 | $55.40 | 4 | $45.40 |
| 150 | District 2 Complex - 8 Eastman Hill Road - Enfield - 10 Yards-Every other Week | $64.49 | | 0 | | 8 | $84.40 |
| 151 | District 2 Complex - 8 Eastman Hill Road - Enfield - 10 Yards-Every other week | $64.49 | | 0 | | 8 | $84.40 |
| 152 | Dept of Safety State Police - 315 Calef Highway - Epping - 4 Yards-Every other week | $39.40 | | 6 | $49.40 | 2 | $39.40 |
| 154 | Epsom Liquor Store #83 - 929 Suncook Valley Highway - Epsom - 6 Yards-Every Other Week | $37.40 | | 8 | $47.40 | 4 | $37.40 |



Contractor Initials SE
Date 10/21/2021

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 160 | Franklin Armory - 300 S. Main St - Franklin - 4 Yards-monthly | $39.40 | | 6 | $49.40 | 2 | $39.40 |
| 166 | Gilford District 3 Office - From Laconia Bypass to Rt. 11A Exit, go East on Rt. 11A to Jct w/Sawmill Rd. Left at traffic lights - Gilford - 4 Yards-Every other week | $31.90 | with lock and keys | 6 | $47.40 | 2 | $37.40 |
| 167 | Liquor Store #56 Gilford - Airport Plaza, 9D Lake Shore Drive, Unit #1 - Gilford - 6 Yards-weekly | $39.93 | | 3 | $55.40 | 4 | $45.40 |
| 170 | Liquor Store #58 Goffstown - Shop N Save Plaza, 605 Mast Road - Goffstown - 8 Yards-weekly | $33.19 | | 10 | $62.40 | 6 | $52.40 |
| 208 | Hooksett Maintenance - Hackett Hill Rd - Hooksett - 10 Yards-three/week | $48.15 | | 0 | | 8 | $59.40 |
| 209 | Liquor Store #4 Hooksett - 1271 Hooksett Rd - Hooksett - 6 Yards-weekly | $34.70 | | 8 | $55.40 | 4 | $45.40 |
| 210 | Liquor Store #66 Hooksett - I-93 North, Route 3A - Hooksett - 6 Yards-twice/week | $30.75 | | 8 | $55.40 | 4 | $45.40 |
| 211 | Liquor Store #67 Hooksett - I-93 South, 25 Springer Road - Hooksett - 10 Yards-weekly on Saturdays | $53.20 | | 0 | | 8 | $59.40 |
| 213 | Liquor Store #53 Hudson - Market Basket Shp Ctr, 212 Lowell Rd - Hudson - 2 Yards-weekly | $16.95 | | 4 | $29.40 | 0 | |
| 222 | Department of Safety Emergency Comm - 50 Communications Drive - Laconia - 6 Yards-weekly | $35.20 | | 8 | $55.40 | 4 | $45.40 |
| 224 | Lakes Region Facility - 1 Right Way Path - Laconia - 4 Yards-Every other week | $30.90 | | 6 | $47.40 | 2 | $37.40 |
| 225 | NH Employment Security Laconia Office - 426 Union Ave - Laconia - 4 Yards-Weekly | $25.99 | | 6 | $47.40 | 2 | $37.40 |
| 230 | Lebanon Armory - 174 Heater Road - Lebanon - 8 Yards-monthly | $64.40 | | 10 | $74.40 | 6 | $64.40 |
| 231 | Lebanon Circuit Court - 38 Centerra Parkway - Lebanon - 4 Yards-Every other week | $32.49 | | 6 | $47.40 | 2 | $37.40 |



Contractor Initials SE
Date 10/21/2021

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 232 | Lebanon Rest Area - I89 SB south of Exit 19 - Lebanon - 10 Yards-weekly May-Oct Every other week Nov-Apr | $39.99 | | 0 | | 8 | $59.40 |
| 233 | Liquor Store #11 Lebanon - 12 Centerra Parkway - Lebanon - 2 Yards-Weekly | $25.13 | | 4 | $37.40 | 0 | |
| 234 | Patrol Shed 207 - east side of Etna Road appr. 1.1 miles from jct of Rte. 120 - Lebanon - 6 Yards-Every other week | $45.40 | | 8 | $55.40 | 4 | $45.40 |
| 245 | Liquor Store #61 - 137 Rockingham Road - Londonderry - 4 Yards-Every other week | $31.87 | | 6 | $43.40 | 2 | $33.40 |
| 246 | Liquor Store #74 Londonderry - 16 Michael's Way Unit 4 - Londonderry - 6 Yards-weekly | $33.95 | | 8 | $47.40 | 4 | $37.40 |
| 249 | Patrol Shed 316 - 1013 NH Rte. 106 North - Loudon - 6 Yards-weekly | $34.40 | need side doors on can | 8 | $44.40 | 4 | $34.40 |
| 250 | Calumet House - 126 Lowell Street - Manchester - 6 Yards-three/week | $33.90 | | 8 | $47.40 | 4 | $37.40 |
| 251 | John H. Sununu Youth Services Center - 1056 North River Road - Manchester - 8 Yards-weekly | $39.95 | | 10 | $54.40 | 6 | $44.40 |
| 252 | Hillsborough County Superior Court-North - 300 Chestnut St - Manchester - 6 Yards-Weekly | $37.40 | | 8 | $47.40 | 4 | $37.40 |
| 253 | Liquor Store #10 Manchester - 333 Lincoln Street - Manchester - 4 Yards-weekly | $27.20 | | 6 | $39.40 | 2 | $29.40 |
| 255 | Manchester Armory - 1059 Canal St. - Manchester - 8 Yards-weekly | $44.75 | | 10 | $62.40 | 6 | $52.40 |
| 256 | Manchester Armory - 1059 Canal St. - Manchester - 10 Yards-Will Call | $55.40 | estimated 8 pu/year | 0 | | 8 | $55.40 |
| 257 | Manchester Circuit Court - 35 Amherst Street - Manchester - 6 Yards-Weekly | $37.40 | | 8 | $47.40 | 4 | $37.40 |
| 263 | Liquor Store #42 Meredith - 71 Route 104, Unit #1 Old Province Common - Meredith - 4 Yards-weekly | $31.90 | | 6 | $42.40 | 2 | $32.40 |



Contractor Initials SE
Date 10/21/2021

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 264 | Patrol Shed 309 - 142 Parade Road - Meredith - 6 Yards-weekly | $39.40 | need side doors on can | 8 | $49.40 | 4 | $39.40 |
| 266 | Merrimack Circuit Court - 4 Baboosic Lake Rd. - Merrimack - 6 Yards-Every other week | $42.40 | | 8 | $55.40 | 4 | $44.40 |
| 267 | Merrimack Maintenance - Rte 3, Between Exit 10 & 11 NB, Daniel Webster Highway - Merrimack - 10 Yards-three/week | $44.15 | | 0 | | 8 | $52.40 |
| 275 | Hillsborough County Superior Court-South - 30 Spring Street - Nashua - 10 Yards-twice/week | $52.40 | | 0 | | 8 | $52.40 |
| 276 | Liquor Store #27 Nashua - Market Place Plaza, 300 Main Street - Nashua - 2 Yards-twice/week | $16.95 | | 4 | $29.40 | 0 | |
| 278 | Liquor Store #50 Nashua - 294 Dw Highway Nashua, NH - Nashua - 6 Yards-twice/week | $30.93 | | 8 | $44.40 | 4 | $34.40 |
| 279 | Liquor Store #69 Nashua - 27 Coliseum Avenue - Nashua - 8 Yards-twice/week | $39.40 | | 10 | $49.40 | 6 | $39.40 |
| 280 | Nashua Welcome Center/DMV/Easy Pass - F.E. Everett Turnpike, Exit 6, 110 Broad St - Nashua - 10 Yards-weekly | $52.40 | | 0 | | 8 | $52.40 |
| 281 | NH Employment Security - 6 Townsend West - Nashua - 6 Yards-weekly | $34.40 | | 8 | $44.40 | 4 | $34.40 |
| 282 | So Nashua Maintenance - 243 Main Dunstable Rd (Exit 5) - Nashua - 10 Yards-three/week | $52.40 | | 0 | | 8 | $52.40 |
| 286 | Liquor Store #44 - 325 NH Route 104 - New Hampton - 6 Yards-Weekly | $41.90 | | 8 | $55.40 | 4 | $45.40 |
| 287 | Patrol Shed 324 - State DOT Dr. (NH Rte. 104, I93 exit 23) - New Hampton - 6 Yards-weekly | $41.90 | need side doors on can | 8 | $55.40 | 4 | $45.40 |
| 322 | Pawtuckaway State Park - 128 Mountain Road - Nottingham - 10 Yards-Weekly May 1- Oct 31 | $88.40 | must be "bear proof" | 0 | | 8 | $88.40 |



Contractor Initials SE
Date 10/21/2021

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 323 | Pawtuckaway State Park - 129 Mountain Road - Nottingham - 10 Yards-Weekly May 1- Oct 31 | $88.40 | must be "bear proof" | 0 | | 8 | $88.40 |
| 324 | Pawtuckaway State Park - 130 Mountain Road - Nottingham - 10 Yards-Weekly May 1- Oct 31 | $88.40 | must be "bear proof" | 0 | | 8 | $88.40 |
| 325 | Pawtuckaway State Park - 131 Mountain Road - Nottingham - 10 Yards-Weekly May 1- Oct 31 | $88.40 | must be "bear proof" | 0 | | 8 | $88.40 |
| 326 | Pawtuckaway State Park - 132 Mountain Road - Nottingham - 10 Yards-Weekly May 1- Oct 31 | $88.40 | must be "bear proof" | 0 | | 8 | $88.40 |
| 327 | Pawtuckaway State Park - 133 Mountain Road - Nottingham - 10 Yards-Weekly May 1- Oct 31 | $88.40 | must be "bear proof" | 0 | | 8 | $88.40 |
| 328 | Pawtuckaway State Park - 133 Mountain Road - Nottingham - 10 Yards-Weekly May 1- Oct 31 | $88.40 | must be "bear proof" | 0 | | 8 | $88.40 |
| 334 | Liquor Store 81 - 619 Sand Pond Road - Pembroke - 6 Yards-Weekly | $34.59 | | 8 | $47.40 | 4 | $37.40 |
| 335 | Pembroke RTI - 722 Riverwood Drive - Pembroke - 10 Yards-Every other week | $56.40 | | 0 | | 8 | $56.40 |
| 336 | Pembroke RTI - 722 Riverwood Drive - Pembroke - 10 Yards-Will Call | $56.40 | | 0 | | 8 | $56.40 |
| 370 | Liquor Store #34 Salem - 92 Cluff Crossing Rd - Salem - 8 Yards-Weekly | $41.40 | | 10 | $51.40 | 6 | $41.40 |
| 371 | NH Employment Security - 29 South Broadway - Salem - 6 Yards-Weekly | $33.40 | | 8 | $43.40 | 4 | $33.40 |
| 374 | Motor Vehicle Substation Salem - 154 Main Street - Salem - 4 Yards- 1X Month | $47.96 | | 6 | $59.40 | 2 | $49.40 |
| 375 | Sanbornton Rest Area - I-93 southbound at MM 61 - Sanbornton - 10 Yards-weekly May-Oct Every other week Nov-Apr | $59.40 | side doors on can | 0 | | 8 | $59.40 |



Contractor Initials SE
Date 10/21/2021

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 380 | Springfield Rest Area - I89 NB north of Exit 12A - Springfield - 10 Yards-weekly May-October, Every other week Nov-Apr | $34.99 | | 0 | | 8 | $84.40 |
| 386 | Sutton Rest Area - I-89 Southbound, approx. 1-mile south of Exit 10 - Sutton - 10 Yards-weekly May-October, Every other week Nov-Apr | $34.99 | | 0 | | 8 | $84.40 |
| 397 | NH Veterans Home - 139 Winter Street - Tilton - 8 Yards-Every other week | $52.40 | | 10 | $62.40 | 6 | $52.40 |
| 398 | Patrol Shed 313 - 427 Depot Road (NH Rte. 140) - Belmont - 6 Yards-weekly | $36.40 | need side doors on can | 8 | $46.40 | 4 | $36.40 |
| 405 | Liquor Store #82 - 29 route 103 West - Warner - 6 Yards-Every other week | $23.67 | | 8 | $55.40 | 4 | $45.40 |
| 420 | APS Building - 36 Clinton Street - Concord - 10 Yards-six times/week | $59.40 | | 0 | | 8 | $59.40 |
| 421 | Liquor Maintenance Bld. - 14 Hall Street - Concord - 10 Yards-Monthly | $59.40 | | 0 | | 8 | $59.40 |
| 422 | Liquor Store #84 - 80 Market Street - Tilton - 2 Yards-Twice Weekly | $19.40 | | 4 | $29.40 | 0 | |
| 423 | Pawtuckaway State Park - 134 Mountain Road - Nottingham - 10 Yards-will call | $88.40 | must be "bear proof" | 0 | | 8 | $88.40 |
| 424 | NH Employment Security - 300 Hanover St - Manchester - 6 Yards-Weekly | $37.40 | | 8 | $47.40 | 4 | $37.40 |

## 4. INVOICE

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

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

## 5. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: **https://www.nh.gov/treasury**



Contractor Initials SE
Date 10/21/2021

Contractor Initials SE
Date 10/21/2021

**EXHIBIT D**

RFB #2497-22 is incorporated here within.



Contractor Initials SE
Date 10/21/2021

## Corporate Resolution

I, Peter Emanuel, hereby certify that I am duly elected Vice President of Zero Waste & Recycling Services Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 21, 2021, at which a quorum of the Directors/shareholders were present and voting.

> **VOTED:** That Stan Emanuel, President is duly authorized to enter into contracts or agreements on behalf of Zero Waste & Recycling Services Inc. with the State of New Hampshire and any of 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 vote.

I hereby certify that said vote 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 thirty (30) 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.

DATED: October 21, 2021 ATTEST: _____, Vice President

County of Merrimack, ss.
State of New Hampshire
On this 21 day of October, 2021
Peter Emanuel,
known to me or proven to be the instrument subscriber, personally appeared before me and acknowledged that he/she executed the foregoing instrument.
Natalie Baribeau, Notary Public

NATALIE A BARIBEAU
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES SEPT. 1 2026
NOTARY PUBLIC

# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ZERO WASTE & RECYCLING SERVICES INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 16, 1996. 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: 254288
Certificate Number: 0005457330

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 October A.D. 2021.

William M. Gardner
Secretary of State

ZEROWAS-01 MSNELL

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2021

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
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME: Mary Ellen Snell, CIC
PHONE (A/C, No, Ext): (603) 715-9764 FAX (A/C, No): (603) 226-7935
E-MAIL ADDRESS: msnell@davistowle.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Berkley Specialty Insurance Company | |
| INSURER B: Acuity Insurance | 14184 |
| INSURER C: Burlington Insurance Co. | |
| INSURER D: Eastern Alliance Insurance Group | |
| INSURER E: | |
| INSURER F: | |

INSURED
Zero Waste & Recycling Services, Inc.
Stan&Pete,Inc dba Bow Recycling Center
Basu River Assoc,Inc.,330 River Road
Bow, NH 03304

COVERAGES CERTIFICATE NUMBER: 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 | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | BPK0143503 | 7/1/2021 | 7/1/2022 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 0 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | ZK2449 | 7/1/2021 | 7/1/2022 | 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) | $ |
| | | | | | | | | $ |
| C | UMBRELLA LIAB X OCCUR | | | 375BE02951 | 7/1/2021 | 7/1/2022 | EACH OCCURRENCE | $ 1,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 1,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y | N/A | | 03-0000114613-03 | 2/16/2021 | 2/16/2022 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Stanley Emanuel and Peter Emanuel are Excluded Officers on the Workers Compensation policy. State of NH are the covered states under Section A of the Worker's Compensation policy.

Commercial Automobile Policy includes the MCS-90 endorsement

30 Days Notice of cancellation except for Non-Payment of Premium which is 10 days

CERTIFICATE HOLDER

State of NH, Dept. of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase & Property
25 Capitol Street-Room 102
Concord, NH 03301

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
Mary Ellen Snell


© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

**FIRST AMENDMENT TO THE CONTRACT**
**BETWEEN ZERO WASTE & RECYCLING SERVICES**
**AND**
**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,**
**FOR SOLID WASTE REMOVAL AND DISPOSAL SERVICES**
**CONTRACT # 8002953**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 4th day of November, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and ZERO WASTE & RECYCLING SERVICES(hereinafter referred to as "the Contractor") for SOLID WASTE REMOVAL AND DISPOSAL Services.

WHEREAS, pursuant to an agreement effective November 1, 2021 set to expire October 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain solid waste removal and disposal services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Amend Exhibit B Payment & Pricing: add the following payment terms for the period November 2, 2021 through October 31, 2024:

| DUMPSTERS PLACED AND TIPPED | | | | | | |
|---|---|---|---|---|---|---|
| Location | Address | Town | Dumpster size (Cubic Yard) | Pick Up Schedule | Additional items | Price/Pick up $ |
| *Example* | *300 State Street* | *Anytown NH* | *6* | *Will Call* | *Bear Proof* | *$10.00* |
| NH Retirement System | 54 Regional Drive | Concord | 6 | weekly | | $33.85 |

2. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on October 25, 2021, shall remain in full force and effect.



Contractor Initials: SE
Date: 11/4/2021

**ZERO WASTE & RECYCLING SERVICES**

By: Stan Emanuel

Stan Emanuel
(Print Name)

Title: President

Date: 11/4/2021

**STATE OF NEW HAMPSHIRE**

By: [illegible]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 11-8-21



Contractor Initials: SE
Date: 11/4/2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINSTRATIVE SERVICE
BUREAU OF PURCHASE AND PROPERTY
25 CAPITOL STREET – ROOM 102
CONCORD NEW HAMPSHIRE 03301

**DATE:** JUNE 19, 2023 **REQUEST FOR QUOTATION RFQ #361-24**
FOR
SOLID WASTE REMOVAL AND DISPOSAL SERVICES

**QUOTATION RESPONSE IS DUE ON OR BEFORE:** 06/ 30/2023 @ 10:00 AM (E.S.T.)

Please E-Mail Response to Andrea.I.Olsson@DAS.NH.Gov

**QUESTIONS REGARDING THIS REQUEST:** Andrea Olsson at 603-271-7272 OR Andrea.I.Olsson@DAS.NH.Gov

**DELIVERED F.O.B. DESTINATION TO:**

NH State Liquor Store #32
2 Northwest Blvd.
Nashua, NH

Department of Natural and Cultural Resources
Livermore Falls State Forest
86 Livermore Rd.
Holderness, NH

**SPECIFICATION COMPLIANCE:**
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.

**SCOPE OF SERVICES:**
The Vendor shall perform all services according to the requirements and specifications of this bid.

- The Vendor(s) shall furnish solid waste dumpsters or roll off dumpsters as listed in Offer Section, all supplies necessary to complete the service, as well as be responsible for the collection, transportation, and legal disposal of the solid waste at an approved site.
- The term "solid waste collection and removal services" shall include providing containers, pick-up, transportation and disposal of solid waste. The Vendor(s) shall make their own arrangements to dispose of the solid waste.
- Each facility/agency shall determine the pickup location(s), container size, type, and frequency of pick up; will call or scheduled day(s).
- All dumpsters must have closed tops.
- Bear-proof dumpsters may be required at some locations.
- Locks may be required and must be provided at NO EXTRA COST. Agencies shall make arraignments with the Contractor(s) for sites requiring locks.
- Locks that lost or broken due to negligent actions by State Agencies will be the agencies

responsibility to replace.

- The Vendor(s) shall be responsible for the maintenance and repair of the containers at no additional cost to the State.
- The State reserves the right to request dumpsters that are deemed in disrepair, unsafe, or unsightly to be swapped out at no charge to the State.
- The Vendor(s) shall at all times be responsible for the safe, careful, and efficient operation of their equipment and shall comply with all safety regulations applicable to this operation.
- Equipment operators shall be experienced and capable and shall be licensed by the State to operate motor vehicles.
- Additional containers can be added or upgraded to the contract in the future as agreeable between the parties.
- The State reserves the right to change the size of the container, or the frequency of pick-up, for any of the locations throughout the term.
- Additional, on-call pick-up service shall be provided at the rates and prices for normal services as specified in offer section.
- A maximum fee of $50.00 may be charged to State Agencies that request a contracted dumpster size be swapped for a different size. This fee will not be charged for initial can placement for awarded locations.
- Some State of New Hampshire locations own their own compactors that would require only hauling and disposal; some would require receiver box rental, hauling, and disposal. Agency contact will specify when requesting service.
- Response time for Will Call locations shall be within 72 hours once service call is requested.

**Definitions:**

- "Will Call" containers shall be placed on requested site and picked up within 72 hours of service call.
- "As Needed" refers to containers that shall be placed on site once requested by the utilizing location and emptied within 72 hours of service call. The containers shall not be left permanently on site unless requested and agreed upon by the agency and Contractor.
- Every other week scheduled pick-ups shall be performed twenty-six (26) total pick-ups per year.
- Twice/month scheduled pick-ups shall be performed twenty-four (24) times per year.
- Monthly schedule pick-ups shall be performed twelve (12) times per year.
- Weekly schedule pick-ups shall be performed fifty-two (52) times per year.
- Quarterly schedule pick-ups shall be performed four (4) times per year.
- Twice/week schedule pick-ups shall be performed one-hundred four (104) times per year.
- Four/week schedule pick-ups shall be performed two-hundred eight (208) times per year.
- Every other month schedule pick-ups shall be performed six (6) times per year.

All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

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

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

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

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

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

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

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such

permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

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

**OFFER:**

Vendor hereby offers to furnish to the State of New Hampshire agencies in accordance with all of the requirements of this bid invitation at the following prices.

| Site | Service Address | City | Size (Cubic Yard) | Pick-up Frequency | Price per Pick up | Additional Items |
|---|---|---|---|---|---|---|
| Liquor Store ~~#34~~ #32 | 2 Northwest Blvd. | Nashua | 4-yard | Every other week | $ 34.90 | Service to begin on 10/01/23 |
| Livermore Falls State Park | 86 Livermore Rd. | Holderness | 4-yard | Will Call | $ | Only needed May - October |

**DELIVERY TIME:**

The successful Vendor shall deliver and install any item awarded under the contract within thirty (30) business days from the award of a contract.

The use of a private delivery carrier **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement.

**CONTRACT AWARD:**

The award shall be made to the responsible Vendor meeting the criteria established in this RFQ and providing the lowest cost by location. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract.

Please visit the following website to find out more about the requirements for registration: *https://das.nh.gov/Purchasing/, vendorresources.asp,* and look at "How to Become a Vendor".

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor as to what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this invitation document, all equipment offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

**TERMS OF SUBMISSION:**

All material received in response to this RFQ 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 quote response. The content of each Vendor's quote shall become public information once a Contract(s) has been awarded.

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

A signed response further signifies that from the time the RFQ is published (RFQ 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 RFQ.

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.

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

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

**VENDOR CONTACT INFORMATION:**

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

| | | |
|---|---|---|
| Stan Emanuel | 603-228-6900 | |
| Contact Person | Local Telephone Number | Toll Free Telephone Number |
| | michael.landrigan@zerowastenh.com | |
| Fax Number | E-mail Address | Company Website |
| Zero Waste & Recycling Services Inc | | |
| Vendor Company Name | | DUNS # |
| 330 River Rd, Bow, NH 03304 | | |
| Vendor Address | | |

**Authorized Signor's Signature** Stan Emanuel **Authorized Signor's Title** President

**CONTRACT TERMS AND CONDITIONS**

1. The State of New Hampshire engages the firm or individual ("the Venda') to perform the services and/or sale of goods, described in the attached State Proposal and the Vendors proposal, bid or quotation, any of which are incorporated herein by reference.

2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. **TERM.** The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendors response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. **DELIVERY.** If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs. If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

6. **INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty(30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received , whichever is later.

7. **PERSONNEL.**

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee (Contracting Office') shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. **EVENT OF DEFAULT: REMEDIES.**

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").

8.1.1. failure to deliver the goods or services satisfactorily or on schedule: or

8.1.2. failure to submit any report required hereunder: or

8.1.3. failure to perform any of the other covenants and conditions of this agreement.

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

8.2.1. give the Vendor 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) days from the date of the notice: and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination: and

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. **VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. **ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. **INDEMNIFICATION.** The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1. **PATENT PROTECTION.** The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. **TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. **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 below.

15. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. **CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. **ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. **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 relating hereto.