



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

5D

MLC

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 #8002957) with Casella Waste Management of Massachusetts, Inc. (VC#309952), Salem, NH, for "Will call" trash removal services at Livermore Falls Recreation Area, and "Weekly" trash removal services at two new locations at Beaverhill Pond Camp with no change to the price limitation of \$306,250.00 effective upon Governor and Council approval through October 31, 2024. The original contract (Contract #8002957) was approved by the Commissioner of the Department of Administrative Services on October 29, 2021.

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 #8002957) was approved by the Commissioner of the Department of Administrative Services on October 29, 2021. It was then subsequently amended by the Commissioner of the Department of Administrative Services approval on February 3, 2022; and amended by the Commissioner of the Department of Administrative Services approval on June 24, 2022.

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 and another RFQ 2024-363 on July 12, 2023 with responses due on July 17, 2023. RFQ 361-24 reached 13 current statewide contracted vendors. There were 3 responses received, with one quote for the Livermore Falls Recreation Area location. RFQ 2024-363 also reached 13 current statewide contracted vendors. There was 1 response received, for the Beaverhill Pond Camp 2 locations. The lowest bid responses for both RFQs were from Casella Waste Management of Massachusetts, Inc.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page 2 of 2

Upon approval, this contract amendment with Casella Waste Management of Massachusetts, Inc. will allow proper solid waste removal services for Livermore Falls Recreation Area and Beaverhill Pond Camp due to the increase in tourists and visitors. Not providing this service will potentially decrease the visitors frequenting our State-owned parks and also potentially decrease revenue, due to excessive waste.

Contract financials	
Original contract price limitation	\$306,250.00
Less current spend on contract	\$81,299.32
Cost of three new locations	\$16,323.40
Available balance in price limitation	\$208,627.28

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Casella Waste Management of Massachusetts, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFQ Bid Summary

RFQ Description	Solid Waste Removal and Disposal Services	Agency	DNCR
RFQ #:	361-24 & 2024-363		
Agent Name	Claudia Roy	Bid Closing	6/30/23 @ 10:00am

Site	Size (cubic Yard)	Estimated Pick-up Amounts Per Year	Service Address	Casella Waste Management of Massachusetts, Inc.		Waste Management	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost
Livermore Falls State Park	4	60	86 Livermore Rd, Holderness NH	\$79.18	\$4,750.80	NB	NB
Beaverhill Pond Camp	4	52	15 Bear Hill Road, Allenstown, NH 03275	\$84.46	\$4,391.92	NB	NB
Beaverhill Pond Camp	10	52	600 Lower Road, Deerfield, NH 03037	\$138.09	\$7,180.68	NB	NB
Total					\$16,323.40		

Original contract price limitation \$306,250.00
 Less current spend on contract \$81,299.32
 Estimated term spend \$16,323.40
 Available balance in price limitation \$208,627.28

Recommendation Summary	
Statewide Contract or Amendment	Amendment
Term of Contract	3.00
Price Limitation	\$306,250.00
Number of Solicitations Received	3
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

Special Notes:	The current price limitation is \$306,250.00. Based on the current spend of \$ 81,299.32, minus the estimated spend for the three additional locations at \$16,323.40 and fourteen months remaining on the contract (Contract #8002957), there are no additional funds requested as the current contract price limitation can support the new locations with a remaining \$208,627.28.
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**THIRD AMENDMENT TO THE CONTRACT
 BETWEEN CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR SOLID WASTE REMOVAL AND DISPOSAL SERVICES
 CONTRACT # 8002957**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 14th day of August, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Casella Waste Management of Massachusetts, 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 second Amendment on June 24, 2022 and amended by the first amendment February 3, 2022, 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. Amend Exhibit C, Method of Payment, the following additional locations to 2. Pricing Structure through October 31, 2024:

Site	Service Address	Size (yds)	Frequency	Price/Pick-up
Livermore Falls State Park	86 Livermore Rd., Holderness, NH	4- Yards	Will Call	\$79.18
Beaverhill Pond Camp	15 Bear Hill Road, Allenstown, NH	4- Yards	Weekly	\$84.46
Beaverhill Pond Camp	15 Bear Hill Road, Allenstown, NH	10- Yards	Weekly	\$138.09

2. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on October 29, 2021, shall remain in full force and effect.

Casella Waste Management of
Massachusetts, Inc.

By: [Signature]

Brian Croshen
(Print Name)

Title: Market Area Manager

Date: 8-14-2023

STATE OF NEW HAMPSHIRE

By: [Signature]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 8-31-23

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]

Duncan A. Edgar
(Print Name)

Title: Attorney

Date: 9/12/23

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

Signed: _____

(Print Name)

Title: _____

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 CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on March 22, 2007. 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: 574600

Certificate Number: 0006287698



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of July A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Casella Waste Management of Massachusetts, Inc., it was voted that John W. Casella, President and/or Brian Groshon, Market Area Manager are each authorized to independently execute any and all documents related to the State of New Hampshire Contract 8002957 and Contract Amendment 79-44026 for Solid Waste Removal and Disposal Services (RFQ 361-24) at Livermore State Park.” In the name of and on behalf of Casella Waste Management of Massachusetts, Inc, all such documents shall be valid and binding upon this company.

A True Copy Attested,

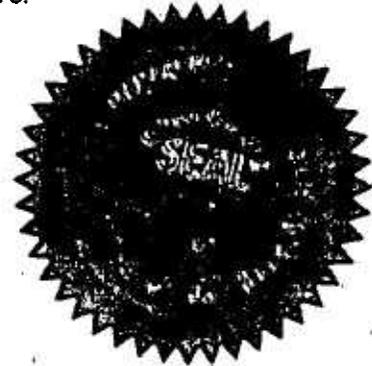
Company Name: Casella Waste Management of Massachusetts, Inc.
Address: 53 Pelham Rd
Salem, NH 03079

Name & Title of Signatory: John W. Casella
President and Clerk

Date: July 27, 2023

I hereby certify that I am the Clerk of Casella Waste Management of Massachusetts, Inc., and that the above vote has not been amended or rescinded and remains in full force and effect as of the date written above.

Signature: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2023

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 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 Noyle Johnson Group an Alera Group Company 119 River Street P.O. Box 279 Montpelier VT 05601-0279	CONTACT NAME: Amanda Hamilton	
	PHONE (A/C, No, Exp): (802) 684-8096 FAX (A/C, No): (802) 223-7515 E-MAIL ADDRESS: casella@nwjinsurance.com	
INSURED Casella Waste Management of Massachusetts, Inc. 53 Pelham Road Salem NH 03079	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Lexington Insurance Co.	19437
	INSURER B: Old Republic Insurance Co.	24147
	INSURER C: The Cincinnati Casualty Company	28665
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: Salem 2023#2 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 YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			082695204	04/30/2023	04/30/2024	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90			NWFB 311995 23	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	NWC 311994 23	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			NWZX 315503 23	04/30/2023	04/30/2024	\$2M Excess \$5M Auto Liability 2,000,000
C	Excess Auto Liability			EX90575546	04/30/2023	04/30/2024	\$3M Excess \$7M Auto Liability 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Dept of Admin Services
Bureau of purchase & Property
25 Capitol Street, room 102
Concord, NH 03301

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

Timothy Ayer/NBOIVI

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

DATE: June 10, 2022

CONTRACT FOR: Solid Waste Removal And Disposal Services

CONTRACT #: 8002957

COMMODITY/NIGP CODE: 968-7100

CONTRACTOR: Casella Waste Management of VENDOR CODE #: 309952

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: 2022.06.10 11:22:06 -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: 2022.06.22 14:01:35 -04'00'

PAUL A. RHODES, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div
Procurement Support Services, ou=Bureau of
Purchase and Property,
email=Mathew.T.Stanton@das.nh.gov, c=US
Date: 2022.06.23 08:02:42 -04'00'

MATHEW T. STANTON, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Department of
Administrative Services, ou=Division of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2022.06.23 13:48:34 -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

6/24/22

**SECOND AMENDMENT TO THE CONTRACT
BETWEEN CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.
AND**

**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SOLID WASTE REMOVAL AND DISPOSAL SERVICES
CONTRACT # 8002957**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 9th day of June, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, 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 February 3, 2022 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 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:

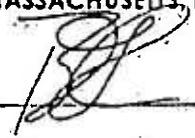
1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$306,250.00
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period June 09, 2022 through October 31, 2024:

Site	Service Address	City	Size (Cubic Yard)	Pick Up Frequency	Additional Items	Price/Pick up \$
						\$ 395.00 Per Haul
BFAM - Grounds Department	79 South Fruit Street	Concord	30	Will Call	Roll-off container for C & D	\$ 135.00 Per Ton.

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services, on October 29, 2021, shall remain in full force and effect.

CASELLA WASTE MANAGEMENT OF
MASSACHUSETTS, INC.

By:



Brian Grashen
(Print Name)

Title:

Market Area Manager

Date:

6-9-2022

STATE OF NEW HAMPSHIRE

By:



Charles M. Arlinghaus
(Print Name)

Title:

Commissioner
Department of Administrative Services

Date:

6-24-22

Contractor Initials:

Date:


6-9-2022

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Casella Waste Management of Massachusetts, Inc., it was voted that John W. Casella, President and/or Brian Groshon, Market Area Manager are each authorized to execute any and all documents related to the Contract between Casella Waste Management of Massachusetts, Inc., and the State of New Hampshire, Department of Administrative Services, for Recycling Collection Services, Contract #8002957; including but not limited to the execution of any and all Amendments made to said Contract. In the name of and on behalf of Casella Waste Management of Massachusetts, Inc, all such documents shall be valid and binding upon this company.

A True Copy Attested,

Company Name: Casella Waste Management of Massachusetts, Inc..

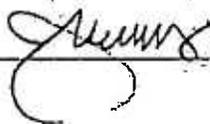
Address: 53 Pelham Rd
Salem, NH 03079

Name & Title of Signatory: John W. Casella, President and Clerk

Date: June 17, 2022

I hereby certify that I am the Clerk of Casella Waste Management of Massachusetts, Inc., and that the above vote has not been amended or rescinded and remains in full force and effect as of the date written above.

Signature: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
4/25/2022

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 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 Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279	CONTACT NAME: Amanda Hamilton PHONE (AC, No, Ext): (802) 684-8096 FAX (AC, No): (802) 233-7515 E-MAIL ADDRESS: casella@nwjinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Lexington Insurance Co.</td> <td>19437</td> </tr> <tr> <td>INSURER B: Old Republic Insurance Co.</td> <td>24147</td> </tr> <tr> <td>INSURER C: The Cincinnati Casualty Company</td> <td>28665</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Co.	19437	INSURER B: Old Republic Insurance Co.	24147	INSURER C: The Cincinnati Casualty Company	28665	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Lexington Insurance Co.	19437													
INSURER B: Old Republic Insurance Co.	24147													
INSURER C: The Cincinnati Casualty Company	28665													
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Casella Waste Management of Massachusetts, Inc. Casella Waste Systems, Inc. 53 Pelham Road Salem NH 03079														

COVERAGES CERTIFICATE NUMBER: Salem 2022#2 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 (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			082695204	04/30/2022	04/30/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90			HWTB 311995 22	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	NHC 311994 22	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
B	Excess Auto Liability			HRZX 315503 21	04/30/2022	04/30/2023	\$2M Excess \$5M Auto Liability 2,000,000	
C	Excess Auto Liability			EXS0575546	04/30/2022	04/30/2023	\$3M Excess \$7M Auto Liability 3,000,000	

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

CERTIFICATE HOLDER Wayne.V.Goulet@Das.NH.Gov State of New Hampshire Dept of Admin 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 Timothy Ayer/HAMILT
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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 CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on March 22, 2007. 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: 574600

Certificate Number: 0005771674



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

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

DATE: February 1, 2022

CONTRACT FOR: Solid Waste Removal and Disposal Services

CONTRACT #: 8002957

COMMODITY/NIGP CODE: 968 7100

CONTRACTOR: Casella Waste Management of MA VENDOR CODE #: 309952

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.go
v, c=US
Date: 2022.02.01 12:59:54 -05'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Mathew.T.Stanton@das.nh.go
v, c=US
Date: 2022.02.02 11:36:51 -05'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,
o=Department of Administrative
Services, ou=Division of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.go
v, c=US
Date: 2022.02.02 13:58:59 -05'00'

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 2-3-22

**FIRST AMENDMENT TO THE CONTRACT
 BETWEEN CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR SOLID WASTE REMOVAL AND DISPOSAL SERVICES
 CONTRACT # 8002957**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 31 day of January, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC. (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. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
 1.8 \$301,250.00
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period January 28, 2022 through October 31, 2024:

DUMPSTERS PLACED AND TIPPED

Location	Address	Town	Dumpster size (Cubic Yard)	Pick Up Schedule	Additional items	Price/Pick up \$
<i>Example</i>	<i>000 State Street</i>	<i>Anytown NH</i>	<i>6</i>	<i>Will Call</i>	<i>Bear Proof</i>	<i>\$10.00</i>
Patrol Shed 613	35 Newton Junction Road	Kingston	10	Will Call		\$102.12

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on October 29, 2021, shall remain in full force and effect.

CASELLA WASTE MANAGEMENT OF
MASSACHUSETTS, INC.

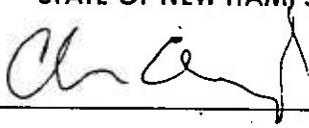
By: Brian Groshon

Brian Groshon
(Print Name)

Title: Market Area Manager

Date: January 31, 2022

STATE OF NEW HAMPSHIRE

By: 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 2-3-22

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, John W. Casella, hereby certify that I am duly elected Clerk/Secretary/Officer of
Casella Waste Management (Name)
of Massachusetts, Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on October 19, 2021
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Brian Grashon (may list more than one person) is
(Name and Title) Market Area Manager

duly authorized to enter into contracts or agreements on behalf of
Casella Waste Management
of Massachusetts, Inc. with the State of New Hampshire and any of
(Name of Corporation).

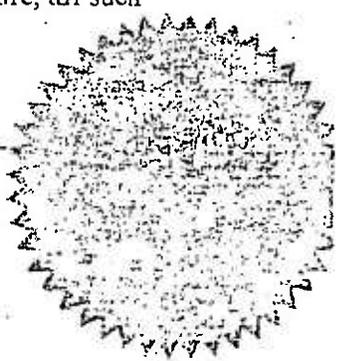
its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
^{relative to FFB 2497-22}
this vote.

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 19, 2021

ATTEST:

John W. Casella
(Name & Title)
John W. Casella
President/Clerk





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2021

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 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 Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279	CONTACT NAME: Amanda Mercier PHONE (A/C, No. Ext): (802) 223-8072 E-MAIL ADDRESS: casella@nwjinsurance.com	FAX (A/C, No.): (802) 223-7515
	INSURER(S) AFFORDING COVERAGE	
INSURED Casella Waste Management of Massachusetts, Inc. Casella Waste Systems, Inc. 53 Pelham Road Salem NH 03079	INSURER A: Lexington Insurance Co. NAIC # 19437	
	INSURER B: Old Republic Insurance Co. 24147	
	INSURER C: The Cincinnati Casualty Company 28665	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: Salem 2021#2 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			082695204	04/30/2021	04/30/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & AOV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OPAGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90			MRTB 311995 21	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 311994 21	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
B	Excess Auto Liability			MWZX 315503 21	04/30/2021	04/30/2022	\$2M Excess \$5M Auto Liability 2,000,000
C	Excess Auto Liability			EXS0575546	04/30/2021	04/30/2022	\$3M Excess \$7M Auto Liability 3,000,000

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

CERTIFICATE HOLDER State of New Hampshire Dept of Admin 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 Timothy Ayer/AMANDA
--	---

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 CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on March 22, 2007. 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: 574600

Certificate Number: 0005458318



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of October A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

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

DATE: October 26, 2021

CONTRACT FOR: Solid Waste Removal and Disposal Services

CONTRACT #: 8002957

COMMODITY/NIGP CODE: 968-7100

CONTRACTOR: Casella Waste Management of MA VENDOR CODE #: 309952

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.go
v, c=US
Date: 2021.10.26 10:07:03 -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: 2021.10.26 10:41:59 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

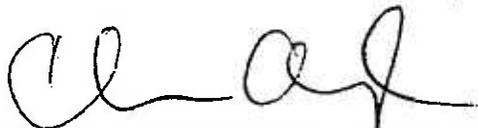
APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Dept
of Administrative Services, ou=Div
of Procurement Support Services,
email=Gary.S.Lunetta@das.nh.gov,
v, c=US
Date: 2021.10.26 12:09:13 -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 10/29/21

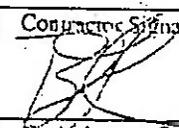
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Casella Waste Management of Massachusetts, Inc.		1.4 Contractor Address 53 Pelham Road Salem, NH 03079	
1.5 Contractor Phone Number 978-817-3354	1.6 Account Number Various	1.7 Completion Date October 31, 2024	1.8 Price Limitation \$300,000.00
1.9 Contracting Officer for State Agency Wayne Goulet		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature  Date: 10-25-2021		1.12 Name and Title of Contractor Signatory Brian Groshon / Market Area Manager	
1.13 State Agency Signature  Date: 10/29/21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 10-25-2021

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.

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, 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.



**EXHIBIT A
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials 
Date 10-25-2021

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Casella Waste Management of Massachusetts, 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 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 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 arrangements 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.

State Prison Requirements

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. 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.

- 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 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 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

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://dos.nh.gov/purchasing/vendorregistration/\(S1a0fzcv55chdcqs45iovc5i45\)/welcome.aspx](https://dos.nh.gov/purchasing/vendorregistration/(S1a0fzcv55chdcqs45iovc5i45)/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.

Contractor Initials 
Date 10-25-2021

**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 \$300,000.00; 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
Casella Waste Management of Massachusetts, Inc.**

Item No.	Description	Unit Price	Frequency	Quantity	Total Price
6	Patrol Shed 506 - 249 Pinewood Road - Allenstown - 10 Yards-Will Call	\$99.49	N/A	8	\$90.17
39	Patrol Shed 509 - 376 Old Candia Road - Candia - 10 Yards- Will Call	\$102.12	N/A	8	\$90.17
41	Canterbury Rest Area - Patrol Shed 541 - I-93 NB, north of Exit 18 - Canterbury - 10 Yards-will call	\$102.12	N/A	8	\$90.12
42	Patrol Shed 525 - 123 West Road - Canterbury - 10 Yards-Will Call	\$102.12	N/A	8	\$90.12
51	Patrol Shed 401 - 187 Claremont Road (Rte 12, 1/4 mi. south of jct Rte 11) - Charlestown - 6 Yards-Every other week	\$50.69	Monthly Nov - Apr	8	\$81.02
52	Patrol Shed 513 - 825 Raymond Road - Chester - 10 Yards- Will Call	\$102.12	N/A	8	\$90.17

53	Patrol Shed 503 - 16 Deermeadow Road - Chichester - 10 Yards-Will Call	\$102.12		N/A		8	\$90.17
56	NH Employment Security Claremont Office - 404 Washington St - Claremont - 4 Yards-Every other week	\$43.78		6	\$67.13	2	\$37.04
63	Bureau of Right of Way - Stickney Ave - Concord - 10 Yards-Will Call	\$102.12		N/A		8	\$90.17
156	Patrol Shed 607 - 253 Epping Rd. off of Rte 27, near Old Town Farm Road - Exeter - 10 Yards-Will Call	\$102.12		N/A		8	\$90.17
220	Kingsion State Park - 124 Main Street - Kingston - 10 Yards-Will Call	\$102.12	Estimated at 15 pu/year	N/A		8	\$90.17
221	Patrol Shed 611M - 65 Mill Rd south of Rte 111 - Kingston - 8 Yards-Will Call	\$89.99		10	\$102.12	6	\$74.66
288	State Police Firing Range - Rte 132 - New Hampton - 10 Yards-Will Call	\$102.12	Seasonal	N/A		8	\$90.17
318	North Hampton Beach - Rte 1A / 27 Ocean Blvd - North Hampton - 10 Yards-Will Call	\$102.12	as needed	N/A		8	\$90.17
329	Patrol Shed 201 - 946 NH Rte. 10 - Orford - 6 Yards-Every other week	\$67.13		8	\$81.02	4	\$46.06
367	Rye Harbor State Park - Rte. 1A / 1730 Ocean Blvd - Rye - 10 Yards-will call	\$107.12	as needed	N/A		8	\$90.17
372	Patrol Shed 514 - 54 Shadow Lane Road - Salern - 10 Yards-Will Call	\$102.12	13 pick ups in the last year	N/A		8	\$90.17
412	Liquor Store #60 West Lebanon - 263 Plainfield Rd - West Lebanon - 8 Yards-2X week	\$63.51		10	\$77.94	6	\$57.16

Contractor Initials 
Date 10-25-2021

37	Patrol Shed 205 - 490 NH Rte. 118 - Canaan - 6 Yards- Every other week	\$67.13		8	\$81.02	4	\$46.06
362	Jenesse Beach State Park - Rte 1A / 2280 Ocean Blvd - Rye - 10 Yards-Will Call	\$102.12	as needed	N/A		8	\$90.17
368	Wallis Sands - Rte 1A / 1050 Ocean Blvd - Rye - 10 Yards- Twice/week July-Oct	\$108.12	Will call Nov-June	N/A		8	\$90.17
369	Wallis Sands - Rte 1A / 1050 Ocean Blvd - Rye - 10 Yards- Twice/week July-Oct	\$109.12	Will call Nov-June	N/A		8	\$90.17
399	Patrol Shed 311 - 328 Middle Road - Tuftonboro - 6 Yards- weekly	\$74.66	need side doors on can	8	\$90.17	4	\$62.71
400	Patrol Shed 311 - 328 Middle Road - Tuftonboro - 6 Yards- weekly	\$74.66	need side doors on can	8	\$90.17	4	\$62.71

Solid Waste Removal
Casella Waste Management of Massachusetts, Inc.
Roll-Off

Roll off Dumpsters				Additional items
Per Haul - Patrol Shed 506 - 249 Pinewood Road - Allenstown - 30Cubic Yards - Will Call	425A	Per Haul	\$250.00	30 yard roll-off as needed
Per Ton - Patrol Shed 506 - 249 Pinewood Road - Allenstown - 30Cubic Yards - Will Call	425B	Per Ton	\$155.00	
Per Haul - DD & M Maintenance Shop - 157 Deerfield Road - Allenstown - 20Cubic Yards - Will Call	426A	Per Haul	\$250.00	20 roll off estimated at 12 pu/year
Per Ton - DD & M Maintenance Shop - 157 Deerfield Road - Allenstown - 20Cubic Yards - Will Call	426B	Per Ton	\$155.00	
Per Haul - Patrol Shed 315 - DOT 3 Road - Alton - 30Cubic Yards - Will Call	427A	Per Haul	\$300.00	30 yard roll-off as needed
Per Ton - Patrol Shed 315 - DOT 3 Road - Alton - 30Cubic Yards - Will Call	427B	Per Ton	\$155.00	
Per Haul - Patrol Shed 511 - 6 East Point Drive - Bedford - 30Cubic Yards - Will Call	431A	Per Haul	\$275.00	30 yard roll-off as needed
Per-Ton - Patrol Shed 511 - 6 East Point Drive - Bedford - 30Cubic Yards - Will Call	431B	Per Ton	\$155.00	
Per Haul - Patrol Shed 314 - Jct Rte 106/Brown Hill Road - Belmont - 30Cubic Yards - will call	432A	Per Haul	\$250.00	30 yard roll-off as needed

Per Ton - Patrol Shed 314 - Jct Rte 106/Brown Hill Road - Belmont - 30Cubic Yards - will call	432B	Per Ton	\$155.00	
Per Haul - Patrol Shed 505 - 670 Rt. 3A - Bow - 30Cubic Yards - Will Call	437A	Per Haul	\$275.00	30 yard roll-off as needed
Per Ton - Patrol Shed 505 - 670 Rt. 3A - Bow - 30Cubic Yards - Will Call	437B	Per Ton	\$155.00	
Per Haul - Patrol Shed 509 - 376 Old Candia Road - Candia - 30Cubic Yards - will call	439A	Per Haul	\$250.00	30 yard roll-off as needed
Per Ton - Patrol Shed 509 - 376 Old Candia Road - Candia - 30Cubic Yards - will call	439B	Per Ton	\$155.00	
Per Haul - Canterbury Rest Area - Parol Shed 541 - I-93 NB, north of Exit 18 - Canterbury - 30Cubic Yards - will call	440A	Per Haul	\$275.00	30 yard roll-off as needed
Per Ton - Canterbury Rest Area - Parol Shed 541 - I-93 NB, north of Exit 18 - Canterbury - 30Cubic Yards - will call	440B	Per Ton	\$155.00	
Per Haul - Patrol Shed 525 - 123 West Road - Canterbury - 30Cubic Yards - will call	441A	Per Haul	\$275.00	30 yard roll-off as needed
Per Ton - Patrol Shed 525 - 123 West Road - Canterbury - 30Cubic Yards - will call	441B	Per Ton	\$155.00	
Per Haul - Patrol Shed 513 - 825 Raymond Road - Chester - 30Cubic Yards - will call	444A	Per Haul	\$275.00	30 yard roll-off as needed
Per Ton - Patrol Shed 513 - 825 Raymond Road - Chester - 30Cubic Yards - will call	444B	Per Ton	\$155.00	
Per Haul - Patrol Shed 503 - 16 Deermeadow Road - Chichester - 30Cubic Yards - will call	445A	Per Haul	\$325.00	30 yard roll-off as needed
Per Ton - Patrol Shed 503 - 16 Deermeadow Road - Chichester - 30Cubic Yards - will call	445B	Per Ton	\$155.00	
Per Haul - Dept of Safety - Fire Academy - 98 Smokey Bear Blvd (aka 222 Sheep Davis Rd.) - Concord - 15Cubic Yards - Will Call	447A	Per Haul	\$295.00	Demolition debris from drill yard
Per Ton - Dept of Safety - Fire Academy - 98 Smokey Bear Blvd (aka 222 Sheep Davis Rd.) - Concord - 15Cubic Yards - Will Call	447B	Per Ton	\$155.00	
Per Haul - Materials and Research (DOT) - 5 Hazen Drive - Concord - 15Cubic Yards - Will Call	448A	Per Haul	\$295.00	To dispose of cement & core samples
Per Ton - Materials and Research (DOT) - 5 Hazen Drive - Concord - 15Cubic Yards - Will Call	448B	Per Ton	\$155.00	
Per Haul - NH State Prison for Men - - Concord - 30Cubic Yards - will call	449A	Per Haul	\$295.00	30 yard roll-off as needed
Per Ton - NH State Prison for Men - - Concord - 30Cubic Yards - will call	449B	Per Ton	\$155.00	
Per Haul - Shea Farm House - 60 Iron Works Road - Concord - 30Cubic Yards - Will Call	450A	Per Haul	\$295.00	30 yard roll-off as needed
Per Ton - Shea Farm House - 60 Iron Works Road - Concord - 30Cubic Yards - Will Call	450B	Per Ton	\$155.00	
Per Haul - Structural Shop - 65 South Fruit St - Concord - 20Cubic Yards - will call	451A	Per Haul	\$295.00	20cy estimated at 8 pu/year
Per Ton - Structural Shop - 65 South Fruit St - Concord - 20Cubic Yards - will call	451B	Per Ton	\$155.00	
Per Haul - Patrol Shed 528 - 59 Kendall Pond Road - Derry - 30Cubic Yards - Will Call	454A	Per Haul	\$295.00	30 yard roll-off as needed

Per Ton - Patrol Shed 528 - 59 Kendall Pond Road - Derry - 30Cubic Yards - Will Call	454B	Per Ton	\$155.00	
Per Haul - Patrol Shed 608 - 73 Coffin Rd formerly known as Old Hedding Rd at jct of Rte 125 - Epping - 30Cubic Yards - Will Call	455A	Per Haul	\$250.00	30 yard roll-off as needed
Per Ton - Patrol Shed 608 - 73 Coffin Rd formerly known as Old Hedding Rd at jct of Rte 125 - Epping - 30Cubic Yards - Will Call	455B	Per Ton	\$155.00	
Per Haul - Patrol Shed 607 - 253 Epping Rd. off of Rte 27, near Old Town Farm Road - Exeter - 30Cubic Yards - Will Call	456A	Per Haul	\$275.00	30 yard roll-off as needed
Per Ton - Patrol Shed 607 - 253 Epping Rd. off of Rte 27, near Old Town Farm Road - Exeter - 30Cubic Yards - Will Call	456B	Per Ton	\$155.00	
Per Haul - 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 - 30Cubic Yards - Will Call	459A	Per Haul	\$275.00	30 yard roll-off as needed
Per Ton - 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 - 30Cubic Yards - Will Call	459B	Per Ton	\$155.00	
Per Haul - NH State Prison for Women - 317 Mast Road - Goffstown - 30Cubic Yards - will call	460A	Per Haul	\$325.00	30 yard roll-off as needed
Per Ton - NH State Prison for Women - 317 Mast Road - Goffstown - 30Cubic Yards - will call	460B	Per Ton	\$155.00	
Per Haul - Patrol Shed 507 - 93 Church Street - Goffstown - 30Cubic Yards - will call	461A	Per Haul	\$325.00	30 yard roll-off as needed
Per Ton - Patrol Shed 507 - 93 Church Street - Goffstown - 30Cubic Yards - will call	461B	Per Ton	\$155.00	
Per Haul - Patrol Shed 603 - 25 Cemetery Rd., off Rte 125 - Gonic - 30Cubic Yards - will call	462A	Per Haul	\$250.00	30 yard roll-off as needed
Per Ton - Patrol Shed 603 - 25 Cemetery Rd., off Rte 125 - Gonic - 30Cubic Yards - will call	462B	Per Ton	\$155.00	
Per Haul - Patrol Shed 508 - 2 Peters Brook Drive - Hooksett - 30Cubic Yards - will call	475A	Per Haul	\$275.00	30 yard roll-off as needed
Per Ton - Patrol Shed 508 - 2 Peters Brook Drive - Hooksett - 30Cubic Yards - will call	475B	Per Ton	\$155.00	
Per Haul - Patrol Shed 611M - 65 Mill Rd south of Rte 111 - Kingston - 30Cubic Yards - will call	477A	Per Haul	\$275.00	30 yard roll-off as needed
Per Ton - Patrol Shed 611M - 65 Mill Rd south of Rte 111 - Kingston - 30Cubic Yards - will call	477B	Per Ton	\$155.00	
Per Haul - Lakes Region Facility - 1 Right Way Path - Laconia - 30Cubic Yards - will call	478A	Per Haul	\$250.00	30 yard roll-off as needed
Per Ton - Lakes Region Facility - 1 Right Way Path - Laconia - 30Cubic Yards - will call	478B	Per Ton	\$155.00	
Per Haul - Patrol Shed 215 - 390 NH Rte. 10 - Lempster - 30Cubic Yards - will call	479A	Per Haul	\$195.00	30 yard roll-off as needed
Per Ton - Patrol Shed 215 - 390 NH Rte. 10 - Lempster - 30Cubic Yards - will call	479B	Per Ton	\$195.00	
Per Haul - Patrol Shed 512 - 469 Mammoth Road - Londonderry - 30Cubic Yards - will call	483A	Per Haul	\$325.00	30 yard roll-off as needed

[Handwritten Signature]

Per Ton - Patrol Shed 512 - 469 Mammoth Road - Londonderry - 30Cubic Yards - will call	483B	Per Ton	\$155.00	
Per Haul - Patrol Shed 516 - 4 West Road - Londonderry - 30Cubic Yards - will call	484A	Per Haul	\$325.00	30 yard roll-off as needed
Per Ton - Patrol Shed 516 - 4 West Road - Londonderry - 30Cubic Yards - will call	484B	Per Ton	\$155.00	
Per Haul - Calumet House - 126 Lowell Street - Manchester - 30Cubic Yards - will call	486A	Per Haul	\$275.00	30 yard roll-off as needed
Per Ton - Calumet House - 126 Lowell Street - Manchester - 30Cubic Yards - will call	486B	Per Ton	\$155.00	
Per Haul - Patrol Shed 527 - Rte 101 EB 1/2 Mile West Of Exit 1 - Manchester - 30Cubic Yards - will call	488A	Per Haul	\$275.00	30 yard roll-off as needed
Per Ton - Patrol Shed 527 - Rte 101 EB 1/2 Mile West Of Exit 1 - Manchester - 30Cubic Yards - will call	488B	Per Ton	\$155.00	
Per Haul - Patrol Shed 609 - 39 Newmarket Rd Rte 108, 1/4 mi. north of Rte 85 - Newfields - 30Cubic Yards - will call	499A	Per Haul	\$300.00	30 yard roll-off as needed
Per Ton - Patrol Shed 609 - 39 Newmarket Rd Rte 108, 1/4 mi. north of Rte 85 - Newfields - 30Cubic Yards - will call	499B	Per Ton	\$155.00	
Per Haul - Pease ANG - 151-State Maint - Newington - 30Cubic Yards - will call	500A	Per Haul	\$325.00	
Per Ton - Pease ANG - 151-State Maint - Newington - 30Cubic Yards - will call	500B	Per Ton	\$155.00	
Per Haul - Patrol Shed 612 - 143 South Road, 1/2 mi. west of Jct. of Rte 111 - North Hampton - 30Cubic Yards - will call	501A	Per Haul	\$325.00	30 yard roll-off as needed
Per Ton - Patrol Shed 612 - 143 South Road, 1/2 mi. west of Jct. of Rte 111 - North Hampton - 30Cubic Yards - will call	501B	Per Ton	\$155.00	
Per Haul - Patrol Shed 604 - 1159 First NH Turnpike - Northwood - 30Cubic Yards - will call	502A	Per Haul	\$325.00	30 yard roll-off as needed
Per Ton - Patrol Shed 604 - 1159 First NH Turnpike - Northwood - 30Cubic Yards - will call	502B	Per Ton	\$155.00	
Per Haul - Odiome Point State Park/Barn - Rte 1A / 505 Ocean Blvd - Rye - 30Cubic Yards - will call	509A	Per Haul	\$450.00	30 yard roll-off as needed
Per Ton - Odiome Point State Park/Barn - Rte 1A / 505 Ocean Blvd - Rye - 30Cubic Yards - will call	509B	Per Ton	\$155.00	
Per Haul - Patrol Shed 610 - Rte 1 at Rye/N.Hampton TL - Rye - 30Cubic Yards - will call	510A	Per Haul	\$450.00	30 yard roll-off as needed
Per Ton - Patrol Shed 610 - Rte 1 at Rye/N.Hampton TL - Rye - 30Cubic Yards - will call	510B	Per Ton	\$155.00	
Per Haul - Patrol Shed 514 - 54 Shadow Lane Road - Salem - 30Cubic Yards - will call	511A	Per Haul	\$250.00	30 yard roll-off as needed
Per Ton - Patrol Shed 514 - 54 Shadow Lane Road - Salem - 30Cubic Yards - will call	511B	Per Ton	\$155.00	
Per Haul - Patrol Shed 313 - 427 Depot Road (NH Rte. 140) - Belmont - 30Cubic Yards - will call	521A	Per Haul	\$250.00	30 yard roll-off as needed
Per Ton - Patrol Shed 313 - 427 Depot Road (NH Rte. 140) - Belmont - 30Cubic Yards - will call	521B	Per Ton	\$155.00	

Roll off Dumpsters				Additional items
Per Haul - Patrol Shed 401 - 187 Claremont Road (Rte 12, 1/4 mi. south of jct Rte 11) - Charlestown - 30Cubic Yards - will call	443A	Per Haul	\$225.00	30 yard roll-off as needed
Per Ton - Patrol Shed 401 - 187 Claremont Road (Rte 12, 1/4 mi. south of jct Rte 11) - Charlestown - 30Cubic Yards - will call	443B	Per Ton	\$109.50	
Per Haul - Patrol Shed 212 - 220 Townhouse Road - Cornish - 30Cubic Yards - Will Call	453A	Per Haul	\$195.00	30 yard roll-off as needed
Per Ton - Patrol Shed 212 - 220 Townhouse Road - Cornish - 30Cubic Yards - Will Call	453B	Per Ton	\$109.50	
Per Haul - Hampton Beach RV Park - Rte 1A / 8 State Park Rd - Hampton - 30Cubic Yards - July 4th w/e	467A	Per Haul	\$365.00	RV Park
Per Ton - Hampton Beach RV Park - Rte 1A / 8 State Park Rd - Hampton - 30Cubic Yards - July 4th w/e	467B	Per Ton	\$155.00	
Per Haul - Patrol Shed 309 - 142 Parade Road - Meredith - 30Cubic Yards - will call	492A	Per Haul	\$325.00	30 yard roll-off as needed
Per Ton - Patrol Shed 309 - 142 Parade Road - Meredith - 30Cubic Yards - will call	492B	Per Ton	\$155.00	
Per Haul - Moultonborough Warehouse D-3 - 710 Whittier Highway 2.0 mi. east of Int. 25 & Moultonboro Neck Rd. - Moultonborough - 30Cubic Yards - will call	495A	Per Haul	\$425.00	30 yard roll-off as needed
Per Ton - Moultonborough Warehouse D-3 - 710 Whittier Highway 2.0 mi. east of Int. 25 & Moultonboro Neck Rd. - Moultonborough - 30Cubic Yards - will call	495B	Per Ton	\$155.00	
Per Haul - Patrol Shed 305 - 220 Holland Street - Moultonborough - 30Cubic Yards - will call	496A	Per Haul	\$425.00	30 yard roll-off as needed
Per Ton - Patrol Shed 305 - 220 Holland Street - Moultonborough - 30Cubic Yards - will call	496B	Per Ton	\$155.00	
Per Haul - Pawtuckaway State Park - 128 Mountain Road - Nottingham - 30Cubic Yards - Will Call	503A	Per Haul	\$325.00	est at 1 pu/yr "must be bear proof"
Per Ton - Pawtuckaway State Park - 128 Mountain Road - Nottingham - 30Cubic Yards - Will Call	503B	Per Ton	\$155.00	
Per Haul - Patrol Shed 307 - Old Rte 28, 1/2 mi. north of Carroll County Court House - Ossipee - 30Cubic Yards - will call	505A	Per Haul	\$700.00	30 yard roll-off as needed
Per Ton - Patrol Shed 307 - Old Rte 28, 1/2 mi. north of Carroll County Court House - Ossipee - 30Cubic Yards - will call	505B	Per Ton	\$155.00	
Per Haul - Patrol Shed 602 - 1011 Parker Mountain Rd aka Rte 126, 1/2 mile north of Center Strafford - Strafford - 30Cubic Yards - will call	513A	Per Haul	\$375.00	30 yard roll-off as needed
Per Ton - Patrol Shed 602 - 1011 Parker Mountain Rd aka Rte 126, 1/2 mile north of Center Strafford - Strafford - 30Cubic Yards - will call	513B	Per Ton	\$155.00	
Per Haul - Patrol Shed 302 - Rte 16, 1 1/2 mi. south of Chocorua Village - Tamworth - 30Cubic Yards - will call	516A	Per Haul	\$600.00	30 yard roll-off as needed

Per Ton - Patrol Shed 302 - Rte 16, 1 1/2 mi. south of Chocorua Village - Tamworth - 30Cubic Yards - will call	516B	Per Ton	\$155.00	
Per Haul - Patrol Shed 311 - 328 Middle Road - Tuffonboro - 30Cubic Yards - will call	522A	Per Haul	\$600.00	30 yard roll-off as needed
Per Ton - Patrol Shed 311 - 328 Middle Road - Tuffonboro - 30Cubic Yards - will call	522B	Per Ton	\$155.00	

Construction Debris				
District 3 - Dumpster size 10 Cubic Yards Price/Haul \$ -as needed	531A	Per Haul	\$750.00	
District 3 - Dumpster size 10 Cubic Yards Price/Ton \$ -as needed	531B	Per Ton	\$155.00	
District 3 - Dumpster size 15 Cubic Yards Price/Haul \$ -as needed	531C	Per Haul	\$750.00	
District 3 - Dumpster size 15 Cubic Yards Price/ Ton \$ -as needed	531D	Per Ton	\$155.00	
District 3 - Dumpster size 20 Cubic Yards Price/Haul \$ -as needed	531E	Per Month	\$750.00	
District 3 - Dumpster size 20 Cubic Yards Price/Ton\$ -as needed	531F	Per Haul	\$155.00	
District 3 - Dumpster size 30 Cubic Yards Price/Haul \$ -as needed	531G	Per Ton	\$750.00	
District 3 - Dumpster size 30 Cubic Yards Price/Ton\$ -as needed	531H	Per Haul	\$155.00	

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 
Date 10-25-2021

EXHIBIT D

RFB #2497-22 is incorporated here within.

Contractor Initials



Date 10-25-2021

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, John W. Casella, hereby certify that I am duly elected Clerk/Secretary/Officer of
Casella Waste Management
of Massachusetts Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on October 19, 2021
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Brian Groshon (may list more than one person) is
(Name and Title) Market Area Manager

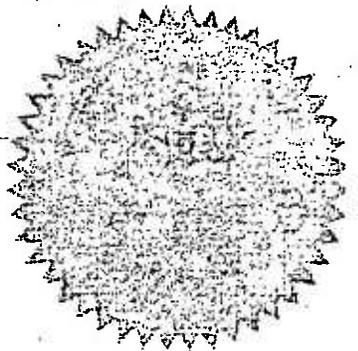
duly authorized to enter into contracts or agreements on behalf of
Casella Waste Management
of Massachusetts Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
relative to RFB 2497-22
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 19, 2021

ATTEST: [Signature]
(Name & Title)
John W. Casella
President/Clerk



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 CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on March 22, 2007. 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: 574600

Certificate Number: 0005458318



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.

this 21st day of October A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2021

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 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 Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279		CONTACT NAME: Amanda Mercier PHONE (AC, No, Ext): (802) 223-8072 FAX (AC, No): (802) 223-7515 E-MAIL ADDRESS: casella@nwjinsurance.com	
INSURED Casella Waste Management of Massachusetts, Inc. Blow Brothers 43 Industrial Drive Belmont NH 03220		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lexington Insurance Co.	NAIC # 19437
		INSURER B: Old Republic Insurance Co.	24147
		INSURER C: The Cincinnati Casualty Company	28665
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Bestway Disp NH 2021#2 **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	ADDC (INSR) SUBR (WVC)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> contractual liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		082695204	04/30/2021	04/30/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OPAGG \$ 3,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90		MTB 311995 21	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Per accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HWC 311994 21	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER SINGLE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability		HRZX 315503 21	04/30/2021	04/30/2022	\$2M Excess \$5M Auto Liability 2,000,000	
C	Excess Auto Liability		EXS0575544	04/30/2021	04/30/2022	\$3M Excess \$7M Auto Liability 3,000,000	

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

CERTIFICATE HOLDER State of New Hampshire Dept of Admin 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 Timothy Ayer/AMANDA
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2021

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 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: Amanda Marcier	
Noyle W Johnson Insurance		PHONE: (802) 223-8072	FAX: (802) 223-1515
119 River Street		E-MAIL: casella@nwjinsurance.com	
P.O. Box 279		ADDRESS: casella@nwjinsurance.com	
Montpelier VT 05601-0279		INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: Lexington Insurance Co.	NAIC #: 19437
Casella Waste Management of Massachusetts, Inc.		INSURER B: Old Republic Insurance Co.	NAIC #: 26147
Casella Waste Systems, Inc.		INSURER C: The Cincinnati Casualty Company	NAIC #: 28565
53 Palham Road		INSURER D:	
Salem NH 03079		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: Salem 2021#2 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 INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			082695204	04/30/2021	04/30/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES - EA OCCURRENCE \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - CCMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-9C <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NHTB 311995 21	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (EA accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NWC 311994 21	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			NHTX 315503 21	04/30/2021	04/30/2022	\$2M Excess \$5M Auto Liability 2,000,000
C	Excess Auto Liability			EXS0573546	04/30/2021	04/30/2022	\$3M Excess \$7M Auto Liability 3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Dept of Admin Services Bureau of Purchase & Property 25 Capitol Street, Room 102 Concord, NH 03301	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 Timothy Ayer/AMANDA 
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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	2 Northwest Blvd.	Nashua	4-yard	Every other week	\$77.56	Service to begin on 10/01/23
Livermore Falls State Park	86 Livermore Rd.	Holderness	4-yard	Will Call	\$79.18	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.

Pamela Girardi _____ 978 817-3354

Contact Person _____ Local Telephone Number _____ Toll Free Telephone Number _____

_____ pamela.girardi@casella.com

Fax Number _____ E-mail Address _____ Company Website _____

Casella

Vendor Company Name _____ DUNS # _____

53 Pelham Road Salem, NH

Vendor Address

Authorized Signor's Signature Pamela Girardi
Authorized Signor's Title Sales Coordinator

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire engages the firm or individual ("the Vendor") 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.

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

DATE: July 12, 2023,

REQUEST FOR QUOTATION RFQ # 2024-363

FOR
Solid Waste Removal Services Request:

8002953,8002955,8002956,8002957,8002958,8002959,8002960,8002984,8002993,8003027,8003122,
8002954,8002978

QUOTATION RESPONSE IS DUE ON OR BEFORE: 07/17/2023 @ 9:00 AM (E.S.T.)

Please E-Mail Response to Claudia.I.Roy@das.nh.gov

QUESTIONS REGARDING THIS REQUEST: Claudia Roy at 603-271-2202 OR
Claudia.I.Roy@das.nh.gov

DELIVERED F.O.B. DESTINATION TO: Please see below for each location.

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:

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.

- 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 arrangements with the Contractor(s) for sites requiring locks.

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:

The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid.

Site	Service Address	Size (Cubic Yard)	Pick-up Frequency	Price per Pick up	Contamination fee (If applicable)	Additional Items
Beaverhill Pond Camp	15 Bear Hill Road Allenstown NH 03275	10-yard trash dumpster	Weekly	\$ 784.46	\$ 50-	Service to begin as soon as possible
Beaverhill Pond Camp	600 Lower Road Deerfield NH 03037	4-yard trash dumpster	Weekly	\$ 138.09	\$ 50-	Service to begin as soon as possible

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.

AWARD:

The award shall be made to the responsible Vendor meeting the criteria established within Recycling Removal & Disposal Services and in this RFQ, providing the lowest cost in total. The State reserves the right to reject any or all quotes or any part thereof and add/delete items. All award(s) shall be, in the form of a State of New Hampshire Purchase Order.

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".

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.

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VENDOR CONTACT INFORMATION:

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

Pam Giannini 978 817-3354
Contact Person Local Telephone Number Toll Free Telephone Number

panela.giannini@casella.com
P. Giannini panela.giannini@casella.com casella.com
Fax Number E-mail Address Company Website

CASELLA
Vendor Company Name DUNS #

55 Pelham Rd Seabrook, NH
Vendor Address

Authorized Signor's Signature Linda [Signature] Authorized Signor's Title Edy [Signature]