

133 MLC



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

October 18, 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 existing contract (Contract #8003069) with Waste Management of New Hampshire, Inc. (VC#177561), Foxboro, MA, for recycling collection services by adding one new location and by increasing the price limitation by \$3,432.00 from \$411,800.00 to an amount up to and not to exceed \$415,232.00 with no change to the completion date effective upon Governor and Executive Council approval through April 30, 2025. The original contract (Contract #8003069) was approved by the Commissioner of the Department of Administrative Services on May 13, 2022 and most recently amended with Governor and Executive Council approval on August 23, 2023, item #5G.

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 #8003069) was approved by the Commissioner of the Department of Administrative Services on May 13, 2022; was then subsequently amended by the first amendment with Governor and Executive Council approval on March 8<sup>th</sup>, 2023, Item #65; amended by the second amendment with Governor and Executive Council approval on August 23, 2023, item #5G.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued a request for quote (RFQ) 376-24 on August 4, 2023, with responses due on August 9, 2023. This RFQ reached 3 vendors with established statewide contracts. There were 2 responses received; the lowest quote received was from Waste Management of New Hampshire, Inc.

Upon approval, this contract amendment with Waste Management of New Hampshire, Inc. will allow recycling collection services at the upcoming grand opening of Liquor Store #32 in Nahua, NH. It is anticipated the new liquor store location will have high volumes of sales and equal volumes of recyclable accumulation. Not providing this service would potentially cause hazards for stocking personnel and potential losses in sales if unable to recycle packaging materials in order to stock inventory properly.

The current price limitation is \$411,800.00. Based on bi-weekly pick-ups which total 104 for the remaining contract term, at \$60.00 per pick-up represents an estimated annual spend of \$3,120.00 for the remaining 2 years left on the current contract (Contract #8003069). To ensure proper funds are available, an additional 10% was added as an allowance for balance of product line for \$312.00 for any unforeseen ancillary costs.

Contract financials	
Original contract price limitation	\$411,800.00
Estimated remaining term (2 yrs) cost	\$3,120.00
Add allowance for balance of product line	\$312.00
Recommended price limitation	\$415,232.00

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

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



RFQ Bid Summary

RFQ Description	Recycling Collection	Agency	Liquor Commission
RFQ#	376-24	Requisition#	NA
Agent Name	Claudia Roy	Bid Closing	08/09/2023 @ 9:00am

Site	Service Address	City	Size (Cubic Yard)	Pick Up Frequency	Quantity	Waste Management of New Hampshire, Inc.			Casella Waste Management of Massachusetts, Inc.		
						Price/Pick up \$	Contamination Fee \$	Total Amount Pick-up	Price/Pick up \$	Contamination Fee \$	Total Amount Pick-up
Liquor Commission—Liquor Store#32	2 Northwest Blvd	Nashua	6	Every other week	26	\$60.00	\$0.00	\$1,560.00	\$167.17	\$50.00	\$5,646.42
<b>Sub-total</b>											
						<b>Subtotal</b>		<b>\$1,560.00</b>			<b>\$5,646.42</b>
						<b>Total estimated cost</b>		<b>\$1,560.00</b>			
						<b>Estimated remaining term (2 yrs) cost</b>		<b>\$3,120.00</b>			
						<b>Add allowance for balance of product line</b>		<b>\$312.00</b>			
						<b>Current price limitation</b>		<b>\$411,800.00</b>			
						<b>Estimated spend term spend</b>		<b>\$415,232.00</b>			
								<b>Increase</b>			<b>\$3,432.00</b>

Recommendation Summary	
Statewide Contract or Amendment	Amendment
Term of Contract	3.00
Price Limitation	\$415,232.00
Number of Solicitations Received	2
Number of NIGP Vendors Sourced	3 Contracted bidders
Number of non-responsive bidders	1
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 \$411,800.00. Based on the current spend of \$157,726.46, plus the estimated spend of the new location of \$3,120.00, an additional 10% as an allowance for balance of product line of \$312.00, and two years remaining on the contract, the requested recommended price limitation is \$476,611.38.

**THIRD AMENDMENT TO THE CONTRACT  
 BETWEEN WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.  
 AND  
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
 FOR RECYCLING COLLECTION SERVICES  
 CONTRACT # 8003069**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 11th day of September, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Waste Management of New Hampshire, Inc. (hereinafter referred to as "the Contractor") for Recycling Collection Services.

WHEREAS, pursuant to an agreement effective May 13, 2022, amended by the Second Amendment on August 23, 2023, item #5G, and set to expire April 30, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain recycling removal and services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
 \$415,232.00
2. Amend Exhibit C, Method of Payment, the following additional locations to 2. Pricing Structure through April 30, 2025:

Site	Service Address	City	Size (yrds)	Frequency	Price/Pick-up	Contamination Fee
Liquor Commission—Liquor Store#32	2 Northwest Blvd	Nashua	6	Bi-weekly	\$60.00	\$0.00

3. All other provisions of the Agreement, approved by the Commissioner of the Department of the Department of Administrative Services on May 13, 2022, shall remain in full force and effect.

  
 Contractor Initials:  
 Date: 9/11/23

Waste Management of New Hampshire, Inc.

By: Cyndie Leonard  
Cyndie LEONARD  
(Print Name)

Title: Government Acct. Manager

Date: 9/11/2023

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus  
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 10-3-23

OFFICE OF THE ATTORNEY GENERAL

By: Duncan A. Edgar  
Duncan A. Edgar  
(Print Name)

Title: Attorney

Date: 10/3/23

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 WASTE MANAGEMENT OF NEW HAMPSHIRE, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on July 01, 1971. 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: 4289

Certificate Number: 0006279612



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of 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

**WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.**

I, Gail M. Lynch, a duly elected Assistant Secretary of Waste Management of New Hampshire, Inc., a Connecticut corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation, and that such resolution has not been amended, modified or rescinded, and is in full force and effect as of the date hereof:

**Resolved**, that Cyndie Leonard, Government Account Manager of the Corporation, is hereby authorized, following compliance with appropriate corporate policies and procedures, to execute and deliver on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the State of New Hampshire Form P-37 Contract 8003069 for Recycling Collection Services, Third Amendment, (the "State of New Hampshire Contract Amendment") for the period beginning September 8, 2023 and ending April 30, 2025.

Dated this 11<sup>th</sup> day of September 2023

**WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.**

A handwritten signature in black ink, appearing to read "Gail M. Lynch", written over a horizontal line.

Gail M. Lynch, Assistant Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/1/2024 12/9/2022

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

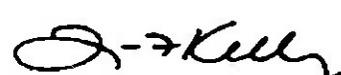
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Indemnity Insurance Co of North America		43575
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF NEW HAMPSHIRE, INC. 26 LIBERTY DRIVE LONDONDERRY NH 03053	INSURER B : ACE American Insurance Company	
	INSURER C : ACE Fire Underwriters Insurance Company	
	INSURER D : ACE Property and Casualty Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 15663184 REVISION NUMBER: XXXXXXXX

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G72955924	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/PROP AGG \$ 6,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25575398	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XEUG27929242 008	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C70311094 (AOS) WLR C70311057 (AZ,CA & MA) SCF C70311136 (WI)	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H25575350	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYER'S LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  15663184  STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES BUREAU OF PURCHASE AND PROPERTY 25 CAPITOL STREET ROOM 102 CONCORD NH 03301	<b>CANCELLATION</b>  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  

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

DATE: August 23, 2023

CONTRACT FOR: Recycling Removal and Disposal Services

CONTRACT #: 8003069

COMMODITY/NIGP CODE: 968-7700

CONTRACTOR: Waste Management of New Hampshire, Inc. VENDOR CODE #: 177561

SUBMITTED FOR ACCEPTANCE BY:

Claudia Roy Digitally signed  
by Claudia Roy Date: 2023.07.20  
13:36:42 -04'00' CSC 2023.07.26  
13:44:52 -04'00'

\_\_\_\_\_  
PURCHASING AGENT / COLIN CAPELLE, ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

\_\_\_\_\_  
7/27/2023  
MATHew T. STANTON, DEPUTY DIRECTOR  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

\_\_\_\_\_  
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 7-28-23



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

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MLC

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

August 23, 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 existing contract (Contract #8003069) with Waste Management of New Hampshire, Inc. (VC#177561), Foxboro, MA, for recycling collection services by adding three new locations with no change to the completion date or price limitation effective upon Governor and Executive Council approval through April 30, 2025. The original contract (Contract #8003069) was approved by the Commissioner of the Department of Administrative Services on May 13, 2022.

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 #8003069) was approved by the Commissioner of the Department of Administrative Services on May 13, 2022. It was then subsequently amended with Governor and Executive Council approval on March 8<sup>th</sup>, 2023, Item #65.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for quote (RFQ) 343-23 on February 22, 2023, with responses due on February 28, 2023. This RFQ reached 3 vendors with established statewide contracts. There were 3 responses received; the lowest quote received was from Waste Management of New Hampshire, Inc.

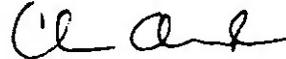
Upon approval, this contract amendment with Waste Management of New Hampshire, Inc. will allow additional recycling collection services at each location. Each liquor store location has high volumes of sales and equal volumes of recyclable accumulation. Not providing this service would potentially cause hazards for stocking personnel and potential losses in sales if unable to recycle packaging materials in order to stock inventory properly.

The current price limitation is \$411,800.00. Based on the current spend of \$124,813.44, minus the estimated spend for the three additional locations at \$12,896.00 and two years remaining on the contract, there are no additional funds requested as the current contract price limitation can support the new locations with a remaining \$274,090.56.

Contract financials	
Original contract price limitation	\$411,800.00
Less current spend on contract	\$124,813.44
Estimated term spend	\$12,896.00
Available balance in price limitation	\$274,090.56

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Waste Management of New Hampshire, 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	Recycling Collection	Agency	Liquor Commission
RFQ#	343-23	Requisition#	NA
Agent Name	Claudia Roy	Bid Closing	02/28/2023 @ 10:00am

Site	Service Address	City	Size (Cubic Yard)	Pick Up Frequency	Quantity	Waste Management of New Hampshire, Inc.			Pinard Waste Systems Co. Inc.			Casella Waste Management of Massachusetts, Inc.		
						Price/Pick up \$	Contamination Fee \$	Total Amount Pick-up	Price/Pick up \$	Contamination Fee \$	Total Amount Pick-up	Price/Pick up \$	Contamination Fee \$	Total Amount Pick-up
Liquor Commission—Liquor Stores#71	60 Cabot Highway Unit 4	Lee	4	1x/Week	52	\$38.50	\$0.00	\$2,054.00	\$35.00	\$25.00	\$3,120.00	\$71.00	\$20.00	\$4,732.00
Liquor Commission—Liquor Stores#11	12 Centerra Parkway	Lebanon	6	1x/Week	52	\$52.00	\$0.00	\$2,704.00	No Bid-Outside Service Area-Noncompliant	No Bid-Outside Service Area-Noncompliant	\$0.00	Pricing received late form Casella White River Jct. Noncompliant	Pricing received late form Casella White River Jct. Noncompliant	\$0.00
Liquor Commission—Liquor Stores#20	19C Manchester Road	Derry	8	Every other week	26	\$65.00	\$0.00	\$1,690.00	\$65.00	\$65.00	\$3,900.00	\$375.00	\$130.00	\$13,650.00
					<b>Sub-total</b>									
						<b>Subtotal</b>		\$8,448.00			\$7,020.00			\$18,382.00
						<b>Total estimated cost</b>		\$8,448.00						
						<b>Estimated remaining term (2 yrs) cost</b>		\$12,896.00						
						<b>Current price limitation</b>		\$411,800.00						
						<b>Current spend</b>		\$124,813.44						
						<b>Available balance in price limitation</b>		\$274,090.56						

Recommendation Summary	
Statewide Contract or Amendment	Amendment
Term of Contract	3.00
Price Limitation	\$400,800.00
Number of Solicitations Received	3
Number of NIGP Vendors Sourced	3 Contracted bidders
Number of non-responsive bidders	0
P-37 Checklist Complete	Yes
D&B Report Attached	NA
Method of Payment (P-card/ACH)	Both
FOB Delivered	FOB
Total Cost Savings (\$/%)	

Special Notes:	The current price limitation is \$411,800.00. Based on the current spend of \$124,813.44, minus the estimated spend for the three additional locations at \$12,896.00 and two years remaining on the contract, there are no additional funds requested as the current contract price limitation can support the new locations with a remaining \$274,090.56.
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**SECOND AMENDMENT TO THE CONTRACT  
 BETWEEN WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.  
 AND  
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
 FOR RECYCLING COLLECTION SERVICES.  
 CONTRACT # 8003049**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 17 day of July, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Waste Management of New Hampshire, Inc. (hereinafter referred to as "the Contractor") for Recycling Collection Services.

WHEREAS, pursuant to an agreement effective May 13, 2022 set to expire April 30, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain recycling removal and 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 April 30, 2025:

Site	Service Address	City	Size (yds)	Frequency	Price/Pick-up	Contamination Fee
Liquor Commission—Liquor Store#71	60 Calef Highway Unit 4	Lee	4	1x/Week	\$39.50	\$0.00
Liquor Commission—Liquor Store#11	12 Centerra Parkway	Lebanon	6	1x/Week	\$52.00	\$0.00
Liquor Commission—Liquor Store#20	18C Manchester Road	Derry	8	Bi-weekly	\$65.00	\$0.00

2. All other provisions of the Agreement, approved by the Commissioner of the Department of the Department of Administrative Services on May 13, 2022, shall remain in full force and effect.

Waste Management of New Hampshire, Inc.

By: Charles M. Arfinkhaus  
Charles M. Arfinkhaus  
(Print Name)

Title: State Waste Manager

Date: 7/11/23

STATE OF NEW HAMPSHIRE

By: Charles M. Arfinkhaus  
Charles M. Arfinkhaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 7-26-23

OFFICE OF THE ATTORNEY GENERAL

By: D. A. E.  
(Print Name)

Title: Attorney

Date: 8/2/23

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

Signed: [Signature] AUG 23 2023  
(Print Name)

Title: **SECRETARY OF STATE**

Contractor initials: CL  
Date: 7/11/23

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WASTE MANAGEMENT OF NEW HAMPSHIRE, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on July 01, 1971. 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: 4289

Certificate Number: 0006279612



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of 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**

**WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.**

I, Gail M. Lynch, a duly elected Assistant Secretary of Waste Management of New Hampshire, Inc., a Connecticut corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation, and that such resolution has not been amended, modified or rescinded, and is in full force and effect as of the date hereof:

**Resolved**, that Cyndie Leonard, Government Account Manager of the Corporation, is hereby authorized, following compliance with appropriate corporate policies and procedures, to execute and deliver on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the State of New Hampshire Form P-37 Contract 8003069 for Recycling Collection Services, Second Amendment, (the "State of New Hampshire Contract Amendment") for the period beginning July 17, 2023 and ending April 30, 2025.

Dated this 17<sup>th</sup> day of July 2023

**WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.**



A handwritten signature in black ink that reads "Gail M. Lynch".

Gail M. Lynch, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)  
12/9/2022

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

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Indemnity Insurance Co of North America		43575
INSURER B: ACE American Insurance Company		22667
INSURER C: ACE Fire Underwriters Insurance Company		20702
INSURER D: ACE Property and Casualty Insurance Company		20699
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 15663184 REVISION NUMBER: XXXXXXXX

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ISO FORM CG00010411 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G72955924	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMPROP AGG \$ 6,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NICS-90	Y	Y	MMT H25575398	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XEUG27929242 008	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C70311094 (AOS) WLR C70311057 (AZ, CA & MA) SCF C70311136 (WT)	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 3,000,000 EL DISEASE - EA EMPLOYEE \$ 3,000,000 EL DISEASE - POLICY LIMIT \$ 3,000,000
B	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H25575350	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYER'S LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

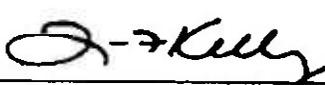
### CERTIFICATE HOLDER

### CANCELLATION

15663184

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PURCHASE AND 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  


65 nlc



# State of New Hampshire

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

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

February 22, 2023

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

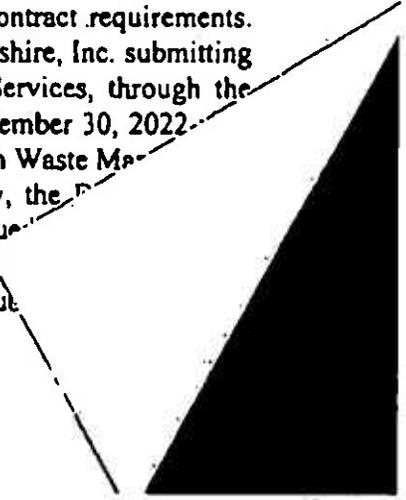
### REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a Retroactive amendment an existing contract (Contract #8003069) with Waste Management of New Hampshire, Inc. (VC#177561), Foxboro, MA, by increasing the price limitation by \$11,800 from \$400,000 to \$411,800 for recycling collection services, effective upon approval of Governor and Council for the period December 9, 2022 through April 30, 2025. The original contract (Contract #8003069) was approved by the Commissioner of the Department of Administrative Services on May 13, 2022, with a completion date of April 30, 2025 and the option to extend for two additional one-year extension terms.

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

This request is Retroactive because of the October 19, 2022 change to contract oversight requirements contained in the updated Manual of Procedures Chapter 150 and subsequent internal approval procedures. The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for quote 302-23 on August 26, 2022 with responses due on August 30, 2022 to each of the three providers in accordance with contract requirements. There were two responses received with Waste Management of New Hampshire, Inc. submitting the lowest compliant pricing. Also, the Department of Administrative Services, through the Bureau of Purchase and Property, issued request for quote 308-23 on September 30, 2022 with responses due on October 03, 2022. There were two responses received with Waste Management of New Hampshire, Inc. submitting the lowest compliant pricing. Finally, the Department of Administrative Services, through the Bureau of Purchase and Property, issued request for quote 322-23 on November 30, 2022 with responses due on December 06, 2022. There were two responses received with Waste Management of New Hampshire, Inc. submitting the lowest compliant pricing.



On May 13, 2022, Waste Management of New Hampshire, Inc. was awarded a contract (Contract #8003069) for recycling collection services. Upon approval, this amendment would add three locations, Health and Human Services – New Hampshire Hospital and PATH in Concord, NH, and Liquor Commission – Liquor Store # 40 in Walpole, NH to the contract (Contract #8003069). Additionally, upon approval, this amendment would remove one location, Liquor Commission – Liquor Store # 4 in Hooksett, NH from the contract (Contract # 8003069). On August 25, 2022, New Hampshire Hospital reached out to the Department of Administrative Services, through the Bureau of Purchase and Property, to add recycling collection services to one location, Health and Human Services – New Hampshire Hospital in Concord, NH. The agency provided the container size, pick up frequency, and approved pricing.

On September 22, 2022, the Liquor Commission reached out to the Department of Administrative Services, through the Bureau of Purchase and Property, to add recycling collection services to one location, Liquor Commission – Liquor Store # 40 in Walpole, NH, the agency provided the container size, pick up frequency, and approved pricing.

On September 29, 2022, New Hampshire Hospital reached out to the Department of Administrative Services again, through the Bureau of Purchase and Property, to add recycling collection services to one additional location, Health and Human Services – PATH in Concord, NH, the agency provided the container size, pick up frequency, and approved pricing.

On December 8, 2022, the Liquor Commission reached out to the Department of Administrative Services, through the Bureau of Purchase and Property, to remove recycling collection services from one location, Liquor Commission – Liquor Store # 4 in Hooksett, NH because the retail store had closed.

The requested increase of \$11,800 satisfies the remaining balance of the contract term.

Contract amendment	
Original contract price limitation	\$400,000
Change affected by amendment	\$11,800
New price limitation	\$411,800

Based on the foregoing, I am respectfully recommending approval of this Retroactive contract amendment with Waste Management of New Hampshire, Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

Bid Description	Recycling Collection Services	Agency:	D-9-05 and Liquor Commission
RFQs	302-23, 308-23, & 322-23	Requisition: #	N/A
Agent Name	Wayne Gould	Bid Closing:	August 30, 2022 @ 11:00 AM (EST) (RFQ 302-23) October 3, 2022 A 11:00AM (EST) (RFQ 308-23) December 8, 2022 @ 11:00 AM (EST) (RFQ 322-23)

Quantity	UOM	Product Description	Waste Management		Casella	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost
62	Collection	RFQ #302-23 (NH Hospital)	\$49.30	\$2,663.60	\$82.44	\$4,288.68
28	Collection	RFQ #308-23 (PATH)	\$60.00	\$1,300.00	\$58.89	\$1,531.14
24	Collection	RFQ #322-23 (Liquor Store #40)	\$28.60	\$741.00	180.00	\$1,580.00
TOTAL				\$4,604.60		\$7,378.02
3 Year term total				\$13,813.80	Term cost avoidance	\$8,320.26
Allowance for contamination fees and balance of product line				\$2,073.20	% Cost avoidance	60%
Subtotal				\$15,887.00		
Remove location (Liquor Store #4)				\$4,067.00	\$33.50	Pick up 1X/Week 122 weeks remaining
Change effected by this amendment				\$11,800.00		
Original contract price limitation				\$400,000.00		
New recommended price limitation				\$411,800.00		

Recommendation Summary (Applicable for Contracts Only)	
Statewide Contract or Amendment	Amendment 1 add 3 (three) locations and remove 1 (one) location to Statewide Contract 8003069
Term of Contract	3 years with the option of 2 (1 year) contract extensions
Price Limitation	\$411,800.00
Number of Solicitations Received	2
Number of Sourced Bidders	5
Number of MGP Vendors Sourced	32
Number of Bid Declines (with reason)	0
Term of Contract	3 years with the option of 2 (1 year) contract extensions
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Terms of Payment (P-card/ACH)	P-card and ACH, DMAVS tent currently utilizing P-card
FOB Delivered	Yes
Expiring Contract Price Limitation	\$300,000.00
Total cost avoidance (\$/%)	\$8,320.26 60%

Special Notes:	Costs included in this amendment are based upon number of collections per site as noted on each individual RFQ, with an allowance for any additional contamination fees or needs contained in the vendor balance of product line.
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Division of Procurement Support Services Bureau of  
Purchase Property

Gary S. Lunetta  
Director (603)  
271-2201

Bid Description		Recycling Services	Collection	Agency:	HHS:NH Hospital						
RFQ#		302-23		Requisition #	N/A						
Agent Name		Wayne Goulet		Bid Closing:	August 30, 2022 @ 11:00 AM (EST)						
				Casella				Waste Management.			
Site	Service Address	City	Size (Cubic Yard)	Pick Up Frequency	Price/Pick Up \$	Contamination Fee \$	Weighted Cost \$	Price/Pick Up \$	Contamination Fee \$	Weighted Cost \$	
NH Hospital	36 Clinton Street	Concord	10	1X/Week	\$82.44	\$20.00	\$69.95	\$49.30	\$10.00	\$41.44	
Recommendation Summary (Applicable for Contracts Only)											
Statewide Contract or Amendment		Amendment 1 add 3 (three) locations and remove 1 (one) location to Statewide Contract 8003069							Award		
Term of Contract		3 years with the option of 2 (1 year) contract extensions									
Price Limitation		\$411,800.00									
Number of Solicitations Received		2									
Number of Sourced Bidders		5									
Number of NTGP		32									



Division of Procurement Support Services Bureau of  
Purchase Property

Gary S. Lunetta  
Director (603)  
271-2201

Vendors Sourced	
Number of Bid Declines (with reason)	0
Term of Contract	3 years with the option of 2 (1 year) contract extensions
P-37 Checklist Complete	Yes
D&B Report Attached	Yes

Terms of Payment (P-card/ACH)	P-card and ACH, DMAVS isnt currently utilizing P-card		
FOB Delivered	Yes		
Expiring Contract Price Limitation	\$300,000.00		
Total Cost Savings (\$/%)	\$109,067.63	20.00%	Increase

Special Notes:	<p style="text-align: center;">Lock(s) required</p>		
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Division of Procurement Support Services Bureau of  
Purchase Property

Gary S. Lunetta  
Director (603)  
271-2201

Bid Description	Recycling Services	Collection	Agency:	HHS:NH Hospital
RFQ#	308-23		Requisition: #	N/A
Agent Name	Wayne Goulet		Bid Closing:	October 3, 2022 A 11:00AM (EST)

					Casella			Waste Management		
Site	Service Address	City	Size (Cubic Yard)	Pick Up Frequency	Price/Pick Up \$	Contamination Fee \$	Weighted Cost \$	Price/Pick Up \$	Contamination Fee \$	Weighted Cost \$
PATH	121 Fruit Street	Concord	10	Every other week	\$58.89	\$20.00	\$51.11	\$50.00	\$10.00	\$42.00

Recommendation Summary (Applicable for Contracts Only)

Statewide Contract or Amendment	Amendment 1 add 3 (three) locations and remove 1 (one) location to Statewide Contract 8003069	Award
Term of Contract	3 years with the option of 2 (1 year) contract extensions	
Price Limitation	\$411,600.00	
Number of Solicitations Received	2	
Number of Sourced Bidders	5	
Number of NIGP	32	



Division of Procurement Support Services Bureau of  
Purchase Property

Gary S. Lunetta  
Director (603)  
271-2201

Vendors Sourced	
Number of Bid Declines (with reason)	0
Term of Contract	3 years with the option of 2 (1 year) contract extensions
P-37 Checklist Complete	Yes
D&B Report Attached	Yes

Terms of Payment (P-card/ACH)	P-card and ACH, DMAVS isnt currently utilizing P-card		
FOB Delivered	Yes		
Expiring Contract Price Limitation	\$300,000.00		
Total Cost Savings (\$/%)	\$109,067.63	20.00%	Increase

Special Notes:

Lock(s)  
required



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

Bid Description	Recycling Collection Services	Agency:	Liquor Commission
RFQ#	322-23	Requisition #	N/A
Agent Name	Wayne Goulet	Bid Closing:	December 6, 2022 @ 11:00 AM (EST)

					Casella			Waste Management		
Site	Service Address	City	Size (Cubic Yard)	Pick Up Frequency	Price/Pick Up \$	Contamination Fee \$	Weighted Cost \$	Price/Pick Up \$	Contamination Fee \$	Weighted Cost \$
Liquor Store #40	32 Ames Plaza, Unit 2	Walpole	2	Every other week	\$80.00	\$100.00	\$68.00	\$28.50	\$25.00	\$27.80

Quantity	UOM	Product Description	Waste Management	
			Unit Cost	Extended Cost
28	Collection	RFQ #322-23 (Liquor Store #40)	\$28.50	\$741.00
3 Year term total				\$2,223.00
Allowance for contamination fees and balance of product line				\$518.30
Total				\$2,741.30



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

Recommendation Summary (Applicable for Contracts Only)			
Statewide Contract or Amendment	Amendment 1 add 3 (three) locations and remove 1 (one) location to Statewide Contract 8003069		Award
Term of Contract	3 years with the option of 2 (1 year) contract extensions		
Price Limitation	\$411,800.00		
Number of Solicitations Received	2		
Number of Sourced Bidders	5		
Number of NIGP Vendors Sourced	32		
Number of Bid Declines (with reason)	0		
Term of Contract	3 years with the option of 2 (1 year) contract extensions		
P-37 Checklist Complete	Yes		
D&B Report Attached	Yes		
Terms of Payment (P-card/ACH)	P-card and ACH, DMAVS isnt currently utilizing P-card		
FOB Delivered	Yes		
Expiring Contract Price Limitation	\$300,000.00		
Total Cost Savings (\$%)	\$109,067.63	20.00%	Increase

Special Notes:	
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**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR RECYCLING COLLECTION SERVICES  
CONTRACT # 8003069**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 9<sup>th</sup> day of December, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Waste Management of New Hampshire, Inc. (hereinafter referred to as "the Contractor") for Recycling Collection Services:

WHEREAS, pursuant to an agreement effective May 1, 2022 set to expire April 30, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Recycling Collection Services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
1.8 \$411,800.00
2. Amend Exhibit C, Method of Payment, 2. Pricing Structure, Small Containers to add the following locations and payment terms for the period December 9, 2022 through April 30, 2025:

Site	Service Address	City	Size (Cubic Yard)	Pick Up Frequency	Price/Pick up \$	Contamination Fee \$	Additional Items
DHHS - NH Hospital	36 Clinton Street	Concord	10	1X/week	\$49.30	\$10.00	Lock(s) required
DHHS - PATH	121 Fruit Street	Concord	10	Every other week	\$50.00	\$10.00	Lock(s) required
Liquor Commission - Liquor Store #40	32 Ames Plaza, Unit 2	Walpole	2	Every other week	\$28.50	\$25.00	

Contractor Initials:

Date:

*CL*  
12/9/2022

3. Amend Exhibit C. Method of Payment; 2. Pricing Structure: Small Containers to remove the following location and payment terms for the period December 9, 2022 through April 30, 2025:

Site	Service Address	City	Size (Cubic Yard)	Pick Up Frequency	Price/Pick up \$	Contamination Fee \$	Additional Items
Liquor Commission-Liquor Store #4	1271 Hochsten Road	Hooksett	4	1X/Week	\$33.50	\$0.00	

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on May 13, 2022, shall remain in full force and effect.

Contractor Initials: *at*

Date: 12/9/2022

WASTE MANAGEMENT OF NEW HAMPSHIRE  
INC.

By: Cyndie Leonard  
Cyndie LEONARD  
(Print Name)

Title: Government Account Manager  
Date: 12/9/2022

STATE OF NEW HAMPSHIRE

By: [Signature]  
Charles M. Arfinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services  
Date: 2-6-23

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
Stamulus Robinson  
(Print Name)

Title: Attorney  
Date: 2/9/2023

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

\_\_\_\_\_  
Signed: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)  
Title: \_\_\_\_\_

Contractor Initials: CL  
Date: 12/9/2022

**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 WASTE MANAGEMENT OF NEW HAMPSHIRE, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on July 01, 1971. 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: 4289

Certificate Number: 0005765787



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of April A.D. 2022.

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

David M. Scanlan  
Secretary of State



CERTIFICATE OF AUTHORITY

**WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.**

I, Gail M. Lynch, a duly elected Assistant Secretary of Waste Management of New Hampshire, Inc., a Connecticut corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation, and that such resolution has not been amended, modified or rescinded, and is in full force and effect as of the date hereof:

Resolved, that Cyndie Leonard, Government Account Manager of the Corporation, is hereby authorized, following compliance with appropriate corporate policies and procedures, to execute and deliver on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the State of New Hampshire Form P-37 Contract 8003069 for Recycling Collection Services, Amendment 1, (the "State of New Hampshire Contract Amendment") for the period beginning May 1, 2022 and ending April 30, 2025.

Dated this 9<sup>th</sup> day of December 2022

**WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.**



A handwritten signature in cursive script, appearing to read "Gail M. Lynch".

Gail M. Lynch, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)  
12/9/2022

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

PRODUCER <b>LOCKTON COMPANIES</b> 3857 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME	
	PHONE (AC, No, Ext)	FAX (AC, No):
	EMAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAME #
INSURER A: Emernity Insurance Co of North America		43575
INSURER B: ACE American Insurance Company		22667
INSURER C: ACE Fire Underwriters Insurance Company		20702
INSURER D: ACE Property & Casualty Insurance Co		20699
INSURER E:		
INSURER F:		

**COVERAGES**      **CERTIFICATE NUMBER: 15663184**      **REVISION NUMBER: XXXXXXXX**

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.

TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCLU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G72955924	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> HIGH-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25575398	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	XEUG27929242 008	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/SHAREHOLDER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C70311094 (AOS) WLR C70311057 (AZ, CA & MA) SCF C70311136 (WI)	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER ALL EACH ACCIDENT \$ 3,000,000 ALL DISEASE - EA EMPLOYEE \$ 3,000,000 ALL DISEASE - POLICY LIMIT \$ 3,000,000
B	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H25575350	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMPENL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION**

15663184  STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES BUREAU OF PURCHASE AND 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  
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ACORD 25 (2016/03)

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STATE OF NEW HAMPSHIRE  
 DIVISION OF PLANT AND PROPERTY MANAGEMENT  
 BUREAU OF PURCHASE AND PROPERTY  
 25 CAPITOL STREET - ROOM 102  
 CONCORD NEW HAMPSHIRE 03301-6398

DATE: 08/25/2022

REQUEST FOR QUOTATION  
 Recycling Collection Services

REQ # 302-23

QUOTATION RESPONSE IS DUE ON OR BEFORE: 08/30/2022 @ 11:00 AM (E.S.T.)

Please E-Mail Response to Wayne.V.Goulet@NH.Gov or  
 fax response to: 603-271-7564 (or mail to above address)

QUESTIONS REGARDING THIS REQUEST:  
Wayne.V.Goulet@dps.nh.gov

Wayne Goulet at 603-271-2009 OR

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.

SITE VISITATION:

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

SCOPE OF SERVICES:

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

Contamination Events:

Recycling is defined as mixed paper/office paper, boxboard, aluminum/tin/foil, plastic containers, corrugated cardboard and glass containers.

In the event of concerns about prohibited or contaminated material, the following process will be followed:

- Do not tip and haul the contents. Contact the recycling administrator immediately, in writing, so that s/he may reach out to the site.

- Include a description of the prohibited/contaminated material.

- The State will investigate and decide whether to remove the prohibited/contaminated material or haul as solid waste.

- When hauling contaminated material the hauler will charge the original Price/Pick up and the contamination fee.

Containers:

The Vendor shall perform all services according to the requirements and specifications of this bid.

The successful Vendor(s) shall be responsible for installation and continuous maintenance of collection containers throughout the term of the contract.

Vendors shall communicate the container transfer schedule to the recycling coordinator prior to pick up or drop per the awarded sites.

Vendors shall be expected to review the collection details regularly and make any necessary recommendations to the State recycling coordinator of any efficiencies that may be missing.

Vendors shall be expected to gain permission for all service requests from agencies in advance from the recycling coordinator.

The State reserves the right to "pause" or discontinue and resume services at any time.

The successful Vendor(s) shall abide by the pickup frequency definitions as defined below.

• **Will Call:** containers shall be placed on requested site and picked up (emptied) within 72 hours of each service call. For estimating purposes use an estimate of six (6) pick-ups per year.

• **Monthly:** twelve (12) pick-ups per year.

• **Twice/month:** twenty four (24) pick-ups per year.

• **Every other week scheduled pick-ups** shall be performed twenty-six (26) total pick-ups per year.

• **Weekly:** fifty-two (52) pick-ups per year.

• **Twice/weekly:** one hundred four (104) pick-ups per year.

Additional on-call pick-up service shall be provided at the same prices for normal services as specified in offer section.

Locks may be required and shall be provided at NO EXTRA COST. Agencies shall make arrangements 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.

In the event of concerns about prohibited or contaminated material, the Vendor must immediately contact the recycling coordinator so that s/he may follow-up with the agency and engage in education and training to prevent such an event.

Compactors are owned by the State. Containers shall be compatible with the compactor at each location listed in the Offer Section.

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 preapproved 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 deemed 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.

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 Yards)	Pick Up Frequency	Price/Pick up \$	Contamination Fee \$	Additional Items
NH Hospital	36 Canton Street	Concord	10	Weekly	49.30	10.00	Lock(s) required

**DELIVERY TIME:**

The successful Vendor shall deliver and install any item awarded under the contract within five (5) 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 Vendor meeting the criteria established in this RFO and providing the lowest cost by location. The cost will be calculated using the following weighted average formula:  
 Cost weighted at (80% for Price/Pick up) (20% Contamination Fee)  
 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://dsas.nh.gov/Purchasing/vendorresources.asp>, and look at "How to Become a Vendor."

**VENDOR CONTACT INFORMATION:**

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

Cynthia Leonard  
 Contact Person: Cynthia Leonard Local Telephone Number: 410-591-8066 Toll Free Telephone Number: 1-800-422-4154  
 Fax Number: 410-591-5000 E-mail Address: clleonard@comcast.com Company Website: www.comcast.com  
 Vendor Company Name: Waste Management of New Hampshire, Inc. Vendor Address: 26 Patriot Place, Ste. 202, Tobooc, MA 03085

Note: To be considered, bid shall be signed on front cover sheet in the space provided.

**GENERAL TERMS AND CONDITIONS**

**FEDERAL FUNDS:**

The Division of Plant and Property Management as the delegated enforcement agency of RSA 21:14-MU for the Commissioner's office shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the standards set forth in Attachment C, Chapter NO. A-102, paragraphs 7.8 and 9 of the Federal Procurement Standards.

**SPECIFICATIONS:**

Vendors must bid on items as specified. Any proposed changes must be detailed in writing and received at the Division of Plant and Property Management at least five (5) days prior to the bid opening. Vendors shall be notified in writing if any changes to specifications are made. Verbal agreements or instructions from any source are not authorized.

**PATENT PROTECTION:**

The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from a scope and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 387-A:2-312(3) (Uniform Commercial Code).

**ASSIGNMENT PROVISION:**

The contractor/vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspires, combinations or contracts in restraint of trade which affect the price of goods or services obtained by the State of New Hampshire.

BIDS

## GENERAL TERMS AND CONDITIONS

### FEDERAL FUNDS

The Division of Plant and Property Management as the delegated enforcement agency of RSA 214:14 VIII for the Commissioner's office shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the standards set forth in Attachment O, Circular NO. A-102, paragraphs 7.8 and 9. of the Federal Procurement Standards.

### SPECIFICATIONS

Vendors must bid on items as specified. Any proposed changes must be detailed in writing and received at the Division of Plant and Property Management at least five (5) days prior to the bid opening. Vendors shall be notified in writing if any changes, bid specifications are made. Verbal agreements or instructions from any source are not authorized.

### PATENT PROTECTION

The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting 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).

### ASSIGNMENT PROVISION

The contractor/vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations or contracts in restraint of trade which affect the price of goods or services obtained by the State of New Hampshire.

### BIDS

Bids must be received at the Division of Plant and Property Management on or before the date and time specified for the opening. Bids must be made on the official bid form and must be typed or clearly printed in ink. Corrections must be initiated. Bids are to be made less Federal Excise Tax and no charge for handling. Bids that are unsigned will not be considered.

Terms of payment will be Net 30 days.

Quotes may be issued only by the Division of Plant and Property Management to authorized vendors and are not transferable.

Bids will be made public and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

The quote is submitted in accordance with Chapter 214 and rules promulgated thereunder, and constitutes a firm and binding offer. The determination of whether a bid may be withdrawn is solely at the discretion of the Director of Plant and Property Management.

However, in no event shall a bid be withdrawn unless the request for withdrawal is filed within five days of the date of the bid opening and the bidder establishes that the bid contains a material mistake, and that the mistake occurred despite the exercise of reasonable care.

### AWARD

The award will be made to the responsible bidder meeting specifications at the lowest cost unless other criteria are noted. Unless otherwise noted the award may be made by individual items. The State reserves the right to reject any or all bids or any part thereof.

If there is a discrepancy between the unit price and the extension, the unit price will prevail. When identical low bids are received with respect to price, award will be made by draw lot.

Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of invoice, whichever is the later.

### DELIVERY

If the vendor fails to furnish items in accordance with all requirements, including delivery, the State may repurchase similar items from any other source without competitive bidding 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 agency. However, the 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 a shipment.

**INVOICE REQUIREMENTS**

In compliance with RSA 277-A known as 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.

**INVOICING**

All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid 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 at the agency business office, whichever is later.

STATE OF NEW HAMPSHIRE  
DIVISION OF PLANT AND PROPERTY MANAGEMENT  
BUREAU OF PURCHASE AND PROPERTY  
25 CAPITOL STREET - ROOM 102  
CONCORD NEW HAMPSHIRE 03301-6398

DATE: 09/30/2022

REQUEST FOR QUOTATION  
Recycling Collection Services

REQ # 308-23

QUOTATION RESPONSE IS DUE ON OR BEFORE: 10/03/2022 @ 11:00 AM (E.S.T.)

Please E-Mail Response to [Wayne.V.Goulet@NH.Gov](mailto:Wayne.V.Goulet@NH.Gov) or  
fax response to: 603-271-7564 (or mail to above address)

QUESTIONS REGARDING THIS REQUEST:

Wayne Goulet at: 603-271-2009 OR

[Wayne.V.Goulet@dps.nh.gov](mailto:Wayne.V.Goulet@dps.nh.gov)

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.

SITE VISITATION:

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

SCOPE OF SERVICES:

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

Contamination Events:

Recycling is defined as mixed paper/office paper, boxboard, aluminum/tin/foil, plastic containers, corrugated cardboard and glass containers.

In the event of concerns about prohibited or contaminated material, the following process will be followed:

- Do not tip and haul the contents. Contact the recycling administrator immediately, in writing, so that s/he may reach out to the site.
- Include a description of the prohibited/contaminated material.
- The State will investigate and decide whether to remove the prohibited/contaminated material or haul as solid waste.
- When hauling contaminated material, the hauler will charge the original Price/Pick up and the contamination fee.

Containers:

The Vendor shall perform all services according to the requirements and specifications of this bid.

The successful Vendor(s) shall be responsible for installation and continuous maintenance of collection containers throughout the term of the contract.

Vendors shall communicate the container transfer schedule to the recycling coordinator, prior to pick up or drop per the awarded sites.

Vendors shall be expected to review the collection details regularly and make any necessary recommendations to the State recycling coordinator of any efficiencies that may be missing.

Vendors shall be expected to gain permission for all service requests, from agencies in advance from the recycling coordinator.

The State reserves the right to "pause" or discontinue and resume services at any time.

The successful Vendor(s) shall abide by the pickup frequency definitions as defined below.

• **Will Call:** containers shall be placed on requested site and picked up (emptied) within 72 hours of each service call. For estimating purposes use an estimate of six (6) pick-ups per year.

• **Monthly:** twelve (12) pick-ups per year.

• **Twice/month:** twenty four (24) pick-ups per year.

• **Every other week:** scheduled pick-ups shall be performed twenty-six (26) total pick-ups per year.

• **Weekly:** fifty-two (52) pick-ups per year.

• **Twice/weekly:** one hundred four (104) pick-ups per year.

Additional on-call pick-up service shall be provided at the same prices for normal services as specified in offer section.

Locks may be required and shall be provided at NO EXTRA COST. Agencies shall make arrangements 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.

In the event of concerns about prohibited or contaminated material, the Vendor must immediately contact the recycling coordinator so that s/he may follow-up with the agency and engage in education and training to prevent such an event.

Compactors are owned by the State, containers shall be compatible with the compactor at each location listed in the Offer Section.

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 preapproved 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.

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 all the prices 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/Pick up \$	Contamination Fee \$	Additional Items
RAT	121 Fruit Street	Carroll	10	Every other week	50.00	10.00	Lights required

**DELIVERY TIME:**

The successful Vendor shall deliver and install any item awarded under the contract within five (5) 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 requirements.

**CONTRACT AWARD:**

The award shall be made to the Vendor meeting the criteria established in this RFO and providing the lowest cost by location. The cost will be calculated using the following weighted average formula.

Cost weighted at (80% for Price/Pick up) (20% Contamination Fee)  
 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: <http://es.in.gov> and look at "How to Become a Vendor".

**VENDOR CONTACT INFORMATION:**

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

BIDS

ASSIGNMENT PROVISION  
The contractor hereby agrees that it will assign all causes of action that it may acquire under the subject laws of New Hampshire and the United States as the result of contract, completion of contract, or breach of contract in respect of work which affects the price of goods or services furnished by the State of New Hampshire.

PATENT PROTECTION  
The contractor agrees to indemnify and defend the State of New Hampshire against all claims and losses, including reasonable attorneys' fees, arising from any infringement of patent rights by the contractor or any subcontractor.

SPECIFICATIONS  
Vendor shall bid on items as specified. Any proposed changes must be detailed in writing and received in the Division of Plant and Property Management at least five (5) days prior to the bid opening. Vendor shall be notified in writing of any changes to the specifications.

GENERAL TERMS AND CONDITIONS  
The Division of Plant and Property Management, as the designated enforcement agency of RSA 214:14, is the Commission's office that issues the Commission or grants of individual licenses or other authorizations and enforces the provisions of the law. The vendor shall comply with the terms and conditions of the license or other authorization provided by the Commission.

Note: To be considered, bid shall be signed on front cover sheet in the space provided.

Contact Person: Linda Leonard, 868-598-8066  
Fax Number: 868-598-8066  
Vendor Company Name: Wate Management & Maintenance, Inc.  
Vendor Address: P.O. Box 300, Foxboro, MA 01935

**GENERAL NOTES**

The Division of Plant and Property Management as the delegated enforcement agency of RSA 21-F:14 VIII for the Commissioner's office shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the standards set forth in Attachment O, Circular NO. A-102, paragraphs 7, 8 and 9 of the Federal Procurement Standards.

**SPECIFICATIONS**

Vendors must bid on items as specified. Any proposed changes must be detailed in writing and received at the Division of Plant and Property Management at least five (5) days prior to the bid opening. Vendors shall be notified in writing if any changes bid specifications are made. Verbal agreements or instructions from any source are not authorized.

**PATENT PROTECTION**

The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting 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).

**ASSIGNMENT PROVISION**

The contractor/vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations or contracts in restraint of trade which affect the price of goods or services obtained by the State of New Hampshire.

**BIDS**

Bids must be received at the Division of Plant and Property Management on or before the date and time specified for the opening. Bids must be made on the official bid form and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling. Bids that are unsigned will not be considered.

Terms of payment will be Net 30 days.

Quotes may be issued only by the Division of Plant and Property Management to authorized vendors and are not transferable.

Bids will be made public and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

The quote is submitted in accordance with Chapter 214 and rules promulgated thereunder, and constitutes a firm and binding offer. The determination of whether a bid may be withdrawn is solely at the discretion of the Director of Plant and Property Management.

However, in no event shall a bid be withdrawn, unless the request for withdrawal is filed within five days of the date of the bid opening and the bidder establishes that the bid contains a material mistake, and that the mistake occurred despite the exercise of reasonable care.

**AWARD**

The award will be made to the responsible bidder meeting specifications at the lowest cost unless other criteria are noted. Unless otherwise noted the award may be made by individual items. The State reserves the right to reject any or all bids or any part thereof.

If there is a discrepancy between the unit price and the extension, the unit price will prevail. When identical low bids are received with respect to price, award will be made by drawn lot.

Discounts will not be considered in making award but may be offered on the invoice for earlier payment, and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of invoice, whichever is the later.

**DELIVERY**

If the vendor fails to furnish items in accordance with all requirements, including delivery, the State may repurchase similar items from any other source without competitive bidding 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 agency. However, the 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 a shipment.

**TOXIC SUBSTANCES**

In Compliance with RSA 277-A known as Workers Right to know Act, the vendor shall provide Material Safety

**INVOICING**

All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid 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 at the agency business office, whichever is later.

STATE OF NEW HAMPSHIRE  
 DIVISION OF PLANT AND PROPERTY MANAGEMENT  
 BUREAU OF PURCHASE AND PROPERTY  
 25 CAPITOL STREET - ROOM 102  
 CONCORD NEW HAMPSHIRE 03301-6398

DATE: 11/30/2022

**REQUEST FOR QUOTATION**  
 Recycling Collection Services

REQ # 322-23

**QUOTATION RESPONSE IS DUE ON OR BEFORE: 12/06/2022 @ 11:00 AM (E.S.T.)**

Please E-Mail Response to Wayne.V.Goulet@NH.Gov or  
 fax response to: 603-271-7564 (or mail to above address)

QUESTIONS REGARDING THIS REQUEST:  
Wayne.V.Goulet@dps.nh.gov

Wayne Goulet at 603-271-2009 OR

**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.

**SITE VISITATION:**

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

**SCOPE OF SERVICES:**

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

**Contamination Events:**

Recycling is defined as mixed paper/office paper, boxboard, aluminum/tin/foil, plastic containers, corrugated cardboard and glass containers.

In the event of concerns about prohibited or contaminated material, the following process will be followed:

- Do not tip and haul the contents. Contact the recycling administrator immediately, in writing, so that s/he may reach out to the site.
- Include a description of the prohibited/contaminated material.
- The State will investigate and decide whether to remove the prohibited/contaminated material or haul as solid waste.
- When hauling contaminated material, the hauler will charge the original Price/Pick up and the contamination fee.

**Containers:**

The Vendor shall perform all services according to the requirements and specifications of this bid.

The successful Vendor(s) shall be responsible for installation and continuous maintenance of collection containers throughout the term of the contract.

Vendors shall communicate the container transfer schedule to the recycling coordinator prior to pick up or drop per the awarded sites.

Vendors shall be expected to review the collection details regularly and make any necessary recommendations to the State recycling coordinator of any efficiencies that may be missing.

Vendors shall be expected to gain permission for all service requests from agencies in advance from the recycling coordinator.

The State reserves the right to "pause" or discontinue and resume services at any time.

The successful Vendor(s) shall abide by the pickup frequency definitions as defined below.

• Will Call: containers shall be placed on requested site and picked up (emptied) within 72 hours of each service call. For estimating purposes use an estimate of six (6) pick-ups per year.

• Monthly: twelve (12) pick-ups per year.

• Twice/month: twenty four (24) pick-ups per year.

• Every other week scheduled pick-ups shall be performed twenty-six (26) total pick-ups per year.

• Weekly: fifty-two (52) pick-ups per year.

• Twice/weekly: one hundred four (104) pick-ups per year.

Additional on-call pick-up service shall be provided at the same prices for normal services as specified in offer section.

Locks may be required and shall be provided at NO EXTRA COST. Agencies shall make arrangements 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.

In the event of concerns about prohibited or contaminated material, the Vendor must immediately contact the recycling coordinator so that s/he may follow up with the agency and engage in education and training to prevent such an event.

Compactors are owned by the State, containers shall be compatible with the compactor at each location listed in the Offer Section.

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 preapproved 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.

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/Pick up	Contamination Fee	Additional Items
Labor Store #40	32 Ames Plaza, Unit 2	Walpole	2	Every other week	\$ 1,315.00	\$ 25.00	

**DELIVERY TIME:**

The successful Vendor shall deliver and install any item awarded under the contract within five (5) 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 Vendor meeting the criteria established in the RFI and providing the lowest cost by location. The cost will be calculated using the following weighted average formula:

Cost weighted at (80% for Price/Pick up) (20% Contamination Fee).

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: <http://as.in.gov/Purchasing/Vendorresources.asp> and look at "How to Become a Vendor".

**VENDOR CONTACT INFORMATION:**

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

WASTE MANAGEMENT OF NEW HAMPSHIRE, INC

Contact Person: Scott Local Telephone Number: 603-271-5455 Toll Free Telephone Number: 1-800-472-4545

Fax Number: 603-271-5455 E-mail Address: scott@waste-management.com Company Website: www.waste-management.com

Vendor Company Name: Waste Management of New Hampshire, Inc.

Vendor Address: 26 Patrick Place, Ste 300, Foxboro, MA 01903

Note: To be considered, bid shall be signed on front cover sheet in the space provided.

Cynthia J. Gennard - Government Acct. Manager

**GENERAL TERMS AND CONDITIONS**

**FEDERAL FUNDS**

The Division of Plans and Property Management as the delegated enforcement agency of RSA 21:14 VII for the Commissioner's office shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the standards set forth in Attachment O, Circular NO. A-102, paragraphs 7, 8, and 9 of the Federal Procurement Standards.

**SPECIFICATIONS**

Vendors must bid on items as specified. Any proposed changes must be detailed in writing and received at the Division of Plans and Property Management at least five (5) days prior to the bid opening. Vendors shall be notified in writing if any changes to specifications are made. Verbal agreements or instructions from any source are not authorized.

**PATENT PROTECTION**

The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringement 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).

**ASSIGNMENT PROVISION**

The contractor/vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations or contracts in restraint of trade which affect the price of goods or services obtained by the State of New Hampshire.

**BIOS**

## GENERAL TERMS AND CONDITIONS

### FEDERAL FUNDS

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### SPECIFICATIONS

Vendors must bid on items as specified. Any proposed changes must be detailed in writing and received at the Division of Plant and Property Management at least five (5) days prior to the bid opening. Vendors shall be notified in writing if any changes bid specifications are made. Verbal agreements or instructions from any source are not authorized.

### PATENT PROTECTION

The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting 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: 2-3:12 (3). (Uniform Commercial Code).

### ASSIGNMENT PROVISION

The contractor/vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations or contracts in restraint of trade which affect the price of goods or services obtained by the State of New Hampshire.

### BIDS

Bids must be received at the Division of Plant and Property Management on or before the date and time specified for the opening. Bids must be made on the official bid form and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling. Bids that are unsigned will not be considered.

Terms of payment will be Net 30 days.

Quotes may be issued only by the Division of Plant and Property Management to authorized vendors and are not transferable.

Bids will be made public and may be reviewed only after they have been properly recorded. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

The quote is submitted in accordance with Chapter 21:1 and rules promulgated thereunder, and constitutes a firm and binding offer. The determination of whether a bid may be withdrawn is solely at the discretion of the Director of Plant and Property Management.

However, in no event shall a bid be withdrawn unless the request for withdrawal is filed within five days of the date of the bid opening and the bidder establishes that the bid contains a material mistake, and that the mistake occurred despite the exercise of reasonable care.

### AWARD

The award will be made to the responsible bidder meeting specifications at the lowest cost unless other criteria are noted. Unless otherwise noted the award may be made by individual items. The State reserves the right to reject any or all bids or any part thereof.

If there is a discrepancy between the unit price and the extension, the unit price will prevail. When identical low bids are received with respect to price, award will be made by draw lot.

Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of invoice, whichever is the later.

### DELIVERY

If the vendor fails to furnish items in accordance with all requirements, including delivery, the State may repurchase similar items from any other source without competitive bidding 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 agency. However, the 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 a shipment.

**TOXIC SUBSTANCES**

In compliance with RSA 277-A, known as 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.

**INVOICING**

All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid 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 at the agency business office, whichever is later.

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

DATE: April 25, 2022

CONTRACT FOR: Recycling Collection Services

CONTRACT #: 8003069

COMMODITY/NIGP CODE: 926-7700

CONTRACTOR: Waste Management of NH, Inc. VENDOR CODE #: 177561

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: 2022.04.25 10:45:47 -04'00'

PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Matthew T Stanton, o=Div  
Procurement Support Services,  
ou=Bureau of Purchase and  
Property,  
email=Matthew.T.Stanton@das.nh.gov,  
c=US  
Date: 2022.05.04 13:55:17 -04'00'

PURCHASING MANAGER/ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

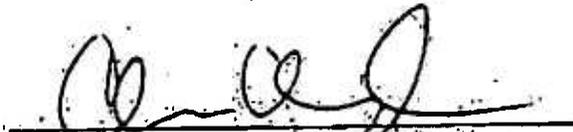
APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,  
o=Department of Administrative  
Services, ou=Division of  
Procurement Support Services,  
email=Gary.S.Lunetta@das.nh.gov,  
c=US  
Date: 2022.05.13 08:57:31 -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 21-1:14, XII.

  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5.17.22

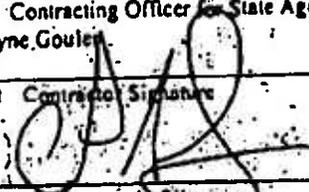
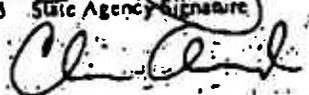
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. 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 Waste Management of New Hampshire, Inc.		1.4 Contractor Address 26 Patriot Place, Suite 300 Foxboro, MA 02035	
1.5 Contractor Phone Number 508-549-8066	1.6 Account Number Various	1.7 Completion Date April 30, 2025	1.8 Price Limitation \$400,000.00
1.9 Contracting Officer for State Agency Wayne Goulet		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature  Date: 4-26-22		1.12 Name and Title of Contractor Signatory CHRISTOPHER P. DESANTIS PRESIDENT	
1.13 State Agency Signature  Date: 5-13-22		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: _____			

**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 80:7c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

**7. PERSONNEL.**

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

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

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

Contractor Initials *JAD*  
Date *4/26/22*

## 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 35 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 omissions 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.

Contractor Initials       
Date 4/20/22

EXHIBIT A  
SPECIAL PROVISIONS

There are no special provisions of this contract.

CPD

4/26/22

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Waste Management of NH, 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 Recycling Collection Services in accordance with the bid submission in response to State Request for Bid # 2551-22 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 2551-22

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 2551-22."

**3. TERM OF CONTRACT**

The term of the contract shall commence May 1, 2022 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date"), and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

**4. SCOPE OF WORK**

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

**Contamination Events**

Recycling is defined as mixed paper/office paper, boxboard, aluminum/tin/foil, plastic containers, corrugated cardboard and glass containers.

In the event of concerns about prohibited or contaminated material, the following process will be followed:

Do not tip and haul the contents. Contact the recycling administrator immediately in writing so that s/he may reach out to the site.

Include a description of the prohibited/contaminated material.  
The State will investigate and decide whether to remove the prohibited/contaminated material or haul as solid waste.

When hauling contaminated material the hauler will charge the original Price/Pick up and the contamination fee.

#### Containers:

The Contractor shall perform all services according to the requirements and specifications of this bid.

The successful Contractor (s) shall be responsible for installation and continuous maintenance of collection containers throughout the term of the contract.

All containers shall be onsite and ready for services to commence no later than the 1st day of May, 2022, unless otherwise dictated by the agency site.

Contractor shall communicate the container transfer schedule to the recycling coordinator prior to pick up or drop per the awarded sites.

Contractor shall be expected to review the collection details regularly and make any necessary recommendations to the State recycling coordinator of any efficiencies that may be missing.

Contractor shall be expected to gain permission for all service requests from agencies in advance from the recycling coordinator.

The State reserves the right to "pause" or discontinue and resume services at any time.

The successful Contractor (s) shall abide by the pickup frequency definitions as defined below. Will Call containers shall be placed on requested site and picked up (emptied) within 72 hours of each service call. For estimating purposes use an estimate of six (6) pick-ups per year.

• Monthly: twelve (12) pick-ups per year.

• Twice/month: twenty four (24) pick-ups per year.

• Every other week scheduled pick-ups shall be performed twenty-six (26) total pick-ups per year.

• Weekly: fifty-two (52) pick-ups per year.

• Twice/weekly: one hundred four (104) pick-ups per year.

Additional on-call pick-up service shall be provided at the same prices for normal services as specified in offer section.

Locks may be required and shall be provided at NO EXTRA COST. Agencies shall make arrangements 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.

In the event of concerns about prohibited or contaminated material, the Contractor must immediately contact the recycling coordinator so that s/he may follow-up with the agency and engage in education and training to prevent such an event.

Compactors are owned by the State, containers shall be compatible with the compactor at each location listed in the Offer Section.

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 preapproved 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, 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.

#### 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 all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2551-22, 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 19 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/IS\(d07cv55ahoeas45ipvasi451\)/welcome.aspx](https://dos.nh.gov/purchasing/vendorregistration/IS(d07cv55ahoeas45ipvasi451)/welcome.aspx)

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

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

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

## 8. INSURANCE

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

## 9. CONFIDENTIALITY & CRIMINAL RECORD

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

EXHIBIT C  
METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor hereby agrees to provide Recycling Collection 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 \$400,000.00. 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 17.

2. PRICING STRUCTURE

Item	Service Address	City	Size (Yds)	Frequency	Unit Price	Contamination Fee
1	50 Communications Drive	London	6	Monthly	\$58.00	\$0.00
2	1110 S. 11th St.	Moncksboro	8	2x/Week	\$60.00	\$25.00
3	9 Levey Rd	Bedford	8	2x/Week	\$60.00	\$25.00
4	69 Elm St.	Moncksboro	8	2x/Week	\$60.00	\$25.00
5	Store #10				\$60.00	\$25.00
6	Store #55				\$60.00	\$25.00
7	Liquor Commission-Liquor				\$60.00	\$25.00
8	619 Sand Pond Rd	Pembroke	8	2x/Month	\$75.00	\$25.00
9	36 Hockell Hill Rd	Hockell	8	WB Col	\$75.00	\$0.00
10	256 CERP	Newington	6	WB Col	\$60.00	\$0.00
11	100 Bldg Wing	Newington	6	WB Col	\$60.00	\$0.00
12	153 Base Exch	Newington	6	WB Col	\$60.00	\$0.00
13	26-45 Regional Dr	Concord	6	WB Col	\$60.00	\$0.00
14	219 AGE	Newington	6	WB Col	\$60.00	\$0.00
15	254 Abigail Mahanence	Newington	6	WB Col	\$60.00	\$0.00
16	145 Dwing Hall	Newington	6	WB Col	\$60.00	\$0.00
17	157 Vehicle Maintenance	Newington	6	WB Col	\$60.00	\$0.00
18	267 Supply Warehouse	Newington	6	WB Col	\$60.00	\$0.00
19	1059 Condit St	Moncksboro	10	WB Col	\$84.00	\$0.00
20	DMAVS-Army Maintenance				\$51.00	\$0.00
21	80 Roy Burton Drive	Bedford	2	1x/Month	\$51.00	\$0.00
22	4 Pembroke Road	Concord	6	WB Col	\$60.00	\$0.00
23	4 Pembroke Road	Concord	6	WB Col	\$60.00	\$0.00
24	4 Pembroke Road	Concord	6	WB Col	\$60.00	\$0.00
25	4 Pembroke Road	Concord	6	WB Col	\$60.00	\$0.00
26	4 Pembroke Road	Concord	6	WB Col	\$60.00	\$0.00
27	140 W. Main St.	Hudson	4	WB Col	\$140.00	\$0.00
28	350 Meadow St.	Uxbridge	4	WB Col	\$140.00	\$0.00
29	30 Hazen Dr	Concord	10	1x/Week	\$43.20	\$0.00
30	29 Hazen Dr	Concord	10	2x/Week	\$43.20	\$0.00
31	DHHS & DES				\$37.18	\$0.00
32	DOS-DMAV HQ				\$37.18	\$0.00
33	DOS-Warehouse/Automotive				\$49.15	\$0.00
34	110 Smokey Bear Blvd	Concord	4	1x/Week	\$33.69	\$0.00
35	DOS-Emergency Management	Concord	4	2x/Month	\$40.38	\$0.00

Contractor Initials: *OPD*  
Date: 4/27/27

45	DAS-Graphic Services	12 Pills Ave	Concord	8	1x/Week	\$49.26	\$0.00
46	DAS-Humanities Council	19 Pittsury St	Concord	2	1x/Month	\$45.00	\$0.00
47	DAS-Legislative Office	33 Capitol St	Concord	8	1x/Week	\$43.38	\$0.00
48	Liquor Commission-Liquor Commission Warehouse	50 Stone St	Concord	10	1x/Week	\$49.15	\$0.00
49	Liquor Commission-Liquor Store #1	80 Stone St, Suite #6	Concord	4	2x/Week	\$30.46	\$0.00
51	Liquor Commission-Liquor Store #12	12A Main Street	Center Harbor	8	1x/Week	\$63.97	\$0.00
52	Liquor Commission-Liquor Store #13	481 High Street	Somersworth	8	1x/Week	\$94.38	\$0.00
53	Liquor Commission-Liquor Store #15	6 Ash Brook Ct	Keene	16	1x/Week	\$48.69	\$0.00
55	Liquor Commission-Liquor Store #21	19 Wilson Rd, Peterborough Plaza, Ste #1	Peterborough	4	1x/Week	\$42.92	\$0.00
56	Liquor Commission-Liquor Store #23	234 White Mountain Hwy, Suite #9	Conway	10	1x/Week	\$58.85	\$0.00
58	Liquor Commission-Liquor Store #30	21 Jones Rd	Milford	4	1x/Week	\$33.50	\$0.00
59	Liquor Commission-Liquor Store #32	Wellside Plaza, 40 Northwest Blvd	Nashua	4	2x/Week	\$32.93	\$0.00
60	Liquor Commission-Liquor Store #33	North Side Plaza	Manchester	4	2x/Week	\$30.69	\$0.00
61	Liquor Commission-Liquor Store #35	115 Antrim Rd, Suite #1	Hillsborough	10	1x/Week	\$49.15	\$0.00
63	Liquor Commission-Liquor Store #4	1271 Hooksett Rd	Hooksett	4	1x/Week	\$33.50	\$0.00
64	Liquor Commission-Liquor Store #44	325 NH Route 104	New Hampton	8	2x/Month	\$60.45	\$0.00
65	Liquor Commission-Liquor Store #48	Route 119	Hinsdale	2	1x/Week	\$37.85	\$0.00
66	Liquor Commission-Liquor Store #51	150 Bridge St	Petham	8	1x/Week	\$69.76	\$0.00
67	Liquor Commission-Liquor Store #53	Market Basket Ithp Center, 212 Lowell Rd	Hudson	4	1x/Week	\$33.50	\$0.00
68	Liquor Commission-Liquor Store #59	Merrimack Shopping Center, Ste A, 6 Dobson Way	Merrimack	4	1x/Week	\$33.48	\$0.00
69	Liquor Commission-Liquor Store #6	Pick N Pay	Portsmouth	6	1x/Week	\$47.30	\$0.00
70	Liquor Commission-Liquor Store #61	137 Rockingham Rd	Londonderry	10	1x/Week	\$49.15	\$0.00
71	Liquor Commission-Liquor Store #62	Raymond Shopping Center	Raymond	6	1x/Week	\$47.30	\$0.00
73	Liquor Commission-Liquor Store #68	69 Lafayette Rd	North Hampton	8	1x/Week	\$52.96	\$0.00
74	Liquor Commission-Liquor Store #71	60 Canal Highway Unit 4	Lee	2	1x/Week	\$34.85	\$0.00
76	Liquor Commission	14 Ingra Dr	Concord	10	1x/Week	\$49.15	\$0.00
78	DAS-Morton Building	7 Hazen Dr	Concord	6	1x/Week	\$34.82	\$0.00
79	DOS-Motor Vehicle Substation & DOT EI Pass	110 Broad St	Nashua	4	2x/Month	\$37.00	\$0.00
82	DOC-Dept. of Corrections	3 McGuire St	Concord	10	2x/Month	\$49.30	\$0.00
85	MNRS-Retirement System	54 Regional Dr	Concord	6	1x/Week	\$39.00	\$0.00
86	DAS-Dept. of Personnel	54 Regional Drive	Concord	4	1x/Month	\$51.00	\$0.00
87	DHHS-NH Veterans Home	139 Winter St	Ellion	10	1x/Week	\$66.12	\$0.00
88	DHHS-NH Veterans Home	139 Winter St	Ellion	10	1x/Week	\$66.12	\$0.00
89	DOS-Police Academy	17 Inallule Dr	Concord	2	1x/Month	\$44.50	\$0.00
91	DOS-State Police Troop D	139 Park Works Rd	Concord	4	1x/Month	\$51.00	\$0.00

87	Liquor Commission-Liquor Store #37	199A Main Street	Concord	10	Every other week	\$82.35	\$0.00
99	Liquor Commission-Liquor Store # 85	71 Merchants Way	Concord	8	Every other week	\$60.92	\$25.00
123	Liquor Commission-Liquor Store #31	830 Gold Street	Manchester	8	Every other week	\$60.92	\$25.00

#### LARGE CONTAINERS

Item #	Site	Service Address	City	Size (Yds)	Frequency	Price/Pick up	Monthly Rental fee	Contamination fee
16	Liquor Commission-Liquor Store #2	1008 Route 9	West Chesterfield	40	W/E Call	\$795.00	\$700.00	\$100.00

#### 3. 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.

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

The invoice shall be sent to the following address:

#### 4. 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>

EXHIBIT D

RFB # 2551-22 is incorporated here within.

Page 14 of 14

Contractor Initials

Date

CDP  
4/24/22



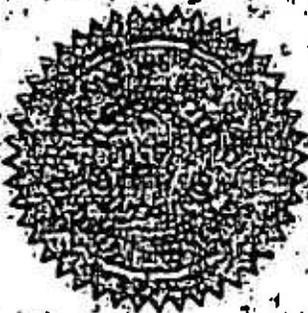
**CERTIFICATE OF AUTHORITY**

**WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.**

I, Gail M. Lynch, a duly elected Assistant Secretary of Waste Management of New Hampshire, Inc., a Connecticut corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation, and that such resolution has not been amended, modified or rescinded, and is in full force and effect as of the date hereof:

Resolved, that Christopher P. DeSantis, President of the Corporation, is hereby authorized, following compliance with appropriate corporate policies and procedures, to execute and deliver on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the State of New Hampshire Form P-37 Contract for Recycling Collection Services, RFB 2551-22 (the "State of New Hampshire Contract") for the period beginning May 1, 2022 and ending April 30, 2025.

Dated this 26<sup>th</sup> day of April, 2022.



**WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.**

A handwritten signature in cursive script, appearing to read "Gail M. Lynch".

Gail M. Lynch, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY)  
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 have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME	FAX (508) 401-1111	
	PHONE (508) 401-1111		
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT, NEW ENGLAND MARKET AREA 26 PATRIOTS PLACE, SUITE 300 FOXBOROUGH, MA 02035	INSURER(S) AFFORDING COVERAGE		RANC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Indemnity Insurance Co of North America		42575
	INSURER C: ACE Fire Underwriters Insurance Company		20702
	INSURER D: ACE Property & Casualty Insurance Co		20699

COVERAGES MAWSTBO CERTIFICATE NUMBER: 15663184 REVISION NUMBER: XXXXXXX

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.

CLASS	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
CODE		INSURED		DATE	DATE		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE: <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG(001041) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	NDOG72492365	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (EA ACCIDENT) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MAIT.H25550338	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEF RETENTION \$	Y	Y	XEU627929242 007	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 DEF \$ XXXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR.C68918595 (AOS) WER.C68918558 (AZ,CA & MA) SCF.C68918637 (WI)	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 3,000,000 EL DISEASE - EA EMPLOYEE \$ 3,000,000 EL DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA.H25550286	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks & Schedules, may be attached if more space is required).  
[BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT, WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES, EXCEPT FOR WORKERS COMP/EL] WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER: 15663184 STATE OF NEW HAMPSHIRE ADMINISTRATIVE SERVICES BUREAU OF PURCHASE AND PROPERTY 75 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 
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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 WASTE MANAGEMENT OF NEW HAMPSHIRE, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on July 01, 1971. 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: 4289

Certificate Number: 0005765787



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire  
this 25th day of April A.D. 2022.

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

David M. Scanlan  
Secretary of State

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

DATE: August 4, 2023

REQUEST FOR QUOTATION RFQ # 376-24  
FOR

**Recycling Removal & Disposal Services Container Request: Contracts- 8003069, 8003070,  
8003073**

**QUOTATION RESPONSE IS DUE ON OR BEFORE: 08/09/2023 @ 9:00 AM (E.S.T.)**

Please E-Mail Response to [Claudia.I.Roy@das.nh.gov](mailto:Claudia.I.Roy@das.nh.gov)

**QUESTIONS REGARDING THIS REQUEST:** Claudia Roy at 603-271-2202 OR  
[Claudia.I.Roy@das.nh.gov](mailto:Claudia.I.Roy@das.nh.gov)

**DELIVERED F.O.B. DESTINATION TO:** NH State Liquor Store #32  
2 Northwest Blvd.  
Nashua, 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:**

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.

- 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.
- First three (3) pickups will be "Will call". After "Will call" pickups are complete, normal pickup service will be every other week.
- 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.

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:**

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	City	Size (Cubic Yard)	Pick-up Frequency	Price per Pick up	Contamination Fee \$	Additional Items
Liquor Store #32	2 Northwest Blvd	Nashua	State owned 6-yard recycling compactor (Service only)	Every other week	\$60.00	\$0	Service to begin on 10/09/23

**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.

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.

<u>Cyndie Leonard</u>	<u>508-549-8066</u>	<u>1-800-972-4545</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>866-302-5002</u>	<u>cleonard2@wm.com</u>	<u>www.wm.com</u>
Fax Number	E-mail Address	Company Website
<u>Waste Management of New Hampshire, Inc.</u>		<u>0444754591</u>
Vendor Company Name		DUNS #
<u>26 Patriot Place, Ste 300, Foxboro, MA 02035</u>		
Vendor Address		

Authorized Signor's Signature *Cyndie Leonard* Authorized Signor's Title Gov. Acct  
 Manager

## 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.

## G&C or NON-G&C Contract Package Completion and Accuracy Checklist

*Your submission must follow the package item naming convention contained herein*

Date: 9/11/2023

Purchasing Agent: Claudia Roy

Signature: \_\_\_\_\_

Completed (initials)	Package Item (numbered accordingly)	Special Notes
CIR	0_Signature Page (8003069)	This must contain your initials and be accurately completed
CIR	1_P-37 Checklist (8003069)	Be certain to confirm G&C dates as applicable
CIR	2_Request Letter (8003069)	Follow the proper format as outlined further below
NA	X_DoIT Approval (Contract #)	As applicable
NA	X_DOP Approval (Contract #)	As applicable
CIR	3_RFQ Summary (376-24)	Special notes are required and Bid Tab must match the letter (connect the pieces)
CIR	4_Executed Contract (8003069)	Double check dates and names match for CoGS, COA, and term
CIR	5_CoGS (Waste Management of New Hampshire, Inc.)	Confirm dated AFTER April of current year and is NOT a Trade Name
CIR	6_COA (8003069)	Signed within 30 days of contract signature (2 parties unless sole proprietor)
CIR	7_COI (8003069)	Confirm contents are appropriate for the contract and not close to expiring or expired
CIR	8_Original Contract (8003069)	Must contain ALL amendments & relevant G&C approved items w/signatures
CIR	9_RFQ Response (376-24)	Must contain ALL addenda as applicable and be confirmed compliant

Verified	Checklist Review for G&C	Notes/Questions
<b>G&amp;C Packet overall</b>		
CIR	Verify cover sheet has been signed	
CIR	Verify P-37 has been signed/dated & initialed by Vendor	
CIR	Verify G&C letter letterhead, salutation and date (header exists on pg.2 and afterwards if G&C)	
CIR	Insurance certificate expiration date checked	
CIR	Good Standing is valid (after April 1, need current year)	
CIR	Corporate Resolution signed appropriately	
CIR	Packet documents are in correct order	
<b>G&amp;C LETTER</b>		
<b>1. REQUESTED ACTION - see MOP for examples</b>		
CIR	Vendor Name matches the Certificate of Good Standing	
CIR	Vendor Number (VC#) is correct and matches NHF	
CIR	Vendor city and state are correct and match NHF	
CIR	Verify \$ amount matches amount on the P-37 price limitation	
CIR	Through date is in the request and matches the P-37 completion date	
CIR	Check all spelling (font is Times New Roman 12)	
NA	Is this Retroactive?	If no, skip section
	Retroactive is in <b>bold</b> in the Requested Action, Explanation, and Closing	
	The Retroactive date and through date are correct	
NA	Is this a Sole Source contract?	if no, skip section
	Sole Source is in <b>bold</b> in the Requested Action, Explanation, and Closing	
	If Sole Source due to exceeding 10%, include justification	
	Verify it was not competitively bid	
	Is it being extended past the end date for add'l funds in any amount w/o an authorized extension clause?	
	Is it being amended as to the scope of service and add'l funds are being requested?	
CIR	Is this an Amendment?	if no, skip section
CIR	Verify amendment number	
CIR	Verify that original contract, approval, & effective date are correct (and all amendments)	
CIR	Need prior G&C packets in reverse order (item #s referenced accordingly)	
<b>2. FUNDING (if applicable - most commonly the standard language for funding)</b>		
	Verify % and source of funds (General, Federal, mix)	
	Verify funding string and name in NHF (QL02)	
<b>3. EXPLANATION - see MOP 150 (after page 80) for examples</b>		
CIR	Verify financials, including the bid tab	
CIR	Verify bid information matches bid tab information	
	Verify expired contract # (if applicable)	
CIR	Verify bid number on P-37 Exh B (if referenced)	
<b>Bid Tab</b>		
CIR	Verify math (watch out for the penny difference with Excel vs. manual calculations)	Include spreadsheet of analysis in folder
CIR	Check spelling & match values to request letter & other related items in the package	
CIR	Do the special notes pertain to and correspond with the request?	