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State of New Hampshire

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

March 12, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a contract (Contract #8003637) with Casella Waste Management of Massachusetts, Inc. (VC# 309952), Foxboro, MA, for recycling collection services in an amount up to and not to exceed $252,871.35, with the option to extend for an additional two years, effective upon the Governor and Executive Council approval through April 30, 2028.

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

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2894-25 for recycling collection services on December 31, 2024, with responses due on January 21, 2025. The RFB reached 284 vendors through the NIGP registry with an additional 7 directly sourced and intended to result in multiple contracts to ensure coverage across the entire state. There were three compliant responses received; two from incumbent vendors: Casella Waste Management of Massachusetts, Inc. and Waste Management of New Hampshire, Inc., and one new contractor H2O Waste Disposal Services, LLC. Upon requested approval, Casella Waste Management of Massachusetts, Inc. would be awarded 47 service locations statewide for recycling services based on the lowest cost per location. It is important to note, that Casella Waste Management of Massachusetts, Inc. lowered pricing on 17 service locations which represents a cost savings of $6,829.80 for the full term of the contract compared to the expiring contract, and a $7,241.64 cost avoidance when compared to the next lowest bidder.

The requested price limitation is $252,871.35 and includes an allowance of $50,574.27, or 25%, to either add new locations or for unplanned services under the contractor's balance of product line. The proposed contract with Casella Waste Management of Massachusetts, Inc. includes a provision whereby price decreases take effect as they become available to the general

trade. Contract expenditures will be closely monitored by BoPP and appropriate action taken where needed.

Contract financials	
Estimated annual spend	$67,432.36
Estimated term spend	$202,297.08
Add allowance for balance of product line	$50,574.27
Recommended price limitation	$252,871.35

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

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Recycling Collection Services	Agency	Multiple Agencies Statewide
RFB#	2894-25	Requisition#	N/A
Agent Name	Carrie Martin	Bid Closing	January 21, 2025

Indicates Awarded

	Casella Waste	H20 Waste	Waste Management
Total Awarded Locations	47 Locations	9 Locations	75 Locations
Estimated annual spend	$67,432.36	$19,254.36	$216,874.52
Estimated term spend	$202,297.08	$57,763.08	$650,623.56
Add allowance for balance of product line	$50,574.27	$14,440.77	$162,655.89
Recommended price limitation	$252,871.35	$72,203.85	$813,279.45

		Casella Waste	H2O Waste	Waste Management
Vendor Subtotals	Large Container	$5,700.00	$0.00	$109,566.00
	Small Container	$61,732.36	$19,254.36	$107,308.52
	TOTAL	$67,432.36	$19,254.36	$216,874.52
Cost Savings		$2,276.60	$35.52	$139,974.78
Contract Term Savings		$6,829.80	$106.56	$419,924.34

Recommendation Summary	
Statewide Contract or Amendment	3 Statewide Contracts
Term of Contract	3 Years
Price Limitation	$1,138,354.65
Number of Solicitations Received	3
Number of Sourced bidders	7
Number of NIGP Vendors Sourced	284
Number of non-responsive bidders	288
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Method of Payment (P-card/ACH)	P-Card only
FOB Delivered	Yes

Special Notes: When compared to the current contract, the total annual cost savings for the State is $142,286.90. The cost savings for the term of the contract is $426,860.70. The State has also added 16 new service locations for an annual cost avoidance of $200,520.49, and a term cost avoidance of $601,561.47 when compared to the next lowest bidder.

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Line #	Size Yards	Pick up Frequency	Agency	Service Address	Expiring Contract			Casella Single Stream		
					Cost Per Pick up	Contamination FEE	Extended Cost	Unit Cost Single Stream	Contamination FEE	Extended Cost
1	2	Will Call	DAS--Board of Tax & Land Appeals	107 Pleasant Street, Johnson Hall	$75.61	$20.00	$453.66	$49.00	$25.00	$294.00
2	4	1x/Month	DAS--Dept of	54 Regional Drive	$53.00	$0.00	$636.00	$55.00	$25.00	$660.00
3	2	Will Call	DAS--DPSS, NH Surp	144 Clinton Street			$0.00	$49.00	$25.00	$294.00
4	8	1x/week	DAS-- Granit Place	1 Granite Place	$58.85	$0.00	$3,060.20	$65.00	$25.00	$3,380.00
5	8	1x/ Week	DAS-Graphic	12 Hills Ave	$43.26	$0.00	$2,249.52	$65.00	$25.00	$3,380.00
6	8	1x/Week	DAS--Legislative Office	64 South Pleasant Street	$48.58	$0.00	$2,255.76	$65.00	$25.00	$3,380.00
7	6	1x/ Week	DAS--Morton	7 Hazen Dr	$34.62	$0.00	$1,800.24	$59.00	$25.00	$3,068.00
8	6	2X/Month	DAS - Supreme Court	1 Charles Doe Drive	$43.00	$20.00	$1,032.00	$59.00	$25.00	$1,416.00
9	10	2x/ Week	DHHS & DES	29 Hazen Dr	$43.20	$0.00	$4,492.80	$72.00	$25.00	$7,488.00
10	10	2x/week	DHHS- New Hampshire Hospital	36 Clinton Street			$0.00	$72.00	$25.00	$7,488.00
11	10	2X/Week	DHHS- New Hampshire Hospital	36 Clinton Street			$0.00	$72.00	$25.00	$7,488.00
12	10	Weekly	DHHS- Philbrook Building	121 South Fruit Street			$0.00	$72.00	$25.00	$3,744.00
15	6	Will Call	DMAVS - AASF	26 Regional Dr	$60.00	$0.00	$360.00	$59.00	$25.00	$354.00
16	6	Will Call	DMAVS - Concord Bldg. M	4 Pembroke Road	$42.00	$0.00	$252.00	$59.00	$25.00	$354.00
17	6	Will Call	DMAVS - Concord Bldg. J	4 Pembroke Road	$60.00	$0.00	$360.00	$59.00	$25.00	$354.00
18	4	Will Call	DMAVS - Concord Bldg. A	4 Pembroke Road	$60.00	$0.00	$360.00	$55.00	$25.00	$330.00
19	10	Will Call	DMAVS - Concord Bldg. L	4 Pembroke Road	$80.00	$0.00	$480.00	$72.00	$25.00	$432.00
20	4	Will Call	DMAVS - Franklin	300 South Main St	$50.00	$15.00	$300.00	$55.00	$25.00	$330.00
21	4	Will Call	DMAVS - Hillsborough FMS	140 W. Main St	$63.00	$0.00	$378.00	$105.00	$25.00	$630.00
22	8	Will Call	DMAVS - Hooksett	1241 Hooksett Rd	$67.00	$20.00	$402.00	$65.00	$25.00	$390.00
23	4	Will Call	DMAVS - Littleton FMS	350 Meadow St.	$140.00	$0.00	$840.00	$175.00	$150.00	$1,050.00
24	10	Will Call	DMAVS - Manchester RC	1059 Canal St	$84.00	$0.00	$504.00	$72.00	$25.00	$432.00
25	4	Will Call	DMAVS - Milford	154 Osgood Rd	$50.00	$15.00	$300.00	$55.00	$25.00	$330.00
26	4	Will Call	DMAVS - Nashua RC	154 Daniel Webster Hwy	$50.00	$15.00	$300.00	$55.00	$25.00	$330.00
27	8	Will Call	DMAVS - Pease Air Guard - Bldg. 100	302 Newmarket Street	$66.00	$0.00	$396.00	$65.00	$25.00	$390.00

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Line #	Size Yards	Pick up Frequency	Agency	Service Address	Expiring Contract			Casella Single Stream		
					Cost Per Pick up	Contamination FEE	Extended Cost	Unit Cost Single Stream	Contamination FEE	Extended Cost
28	10	Will Call	DMAVS - Pease Air Guard - Bldg. 249	302 Newmarket Street	$66.00	$0.00	$396.00	$72.00	$25.00	$432.00
29	10	Will Call	DMAVS - Pease Air Guard Bldg. 264 Ops Group	302 Newmarket Street			$0.00	$72.00	$25.00	$432.00
30	10	Will Call	DMAVS - Pease Air Guard Bldg. 157 Vehicle Manit	302 Newmarket Street	$66.00	$0.00	$396.00	$72.00	$25.00	$432.00
31	10	Will Call	DMAVS - Pease Air Guard Bldg. 253 Aircraft Manit	302 Newmarket Street	$66.00	$0.00	$396.00	$72.00	$25.00	$432.00
32	10	Will Call	DMAVS - Pease Air Guard Bldg. 262 Supply Warehouse	302 Newmarket Street	$66.00	$0.00	$396.00	$72.00	$25.00	$432.00
33	10	Will Call	DMAVS - Pease Air Guard Bldg. 145 Dining Hall	302 Newmarket Street	$66.00	$0.00	$396.00	$72.00	$25.00	$432.00
34	8	Will Call	DMAVS - Pembroke RC	722 Riverwood Drive	$67.00	$20.00	$402.00	$65.00	$25.00	$390.00
35	10	Will Call	DMAVS - Pembroke	722 Riverwood Drive	$75.00	$20.00	$450.00	$72.00	$25.00	$432.00
36	4	Will Call	DMAVS - Plymouth	19 Armory Rd	$50.00	$15.00	$300.00	$55.00	$25.00	$330.00
37	4	Will Call	DMAVS - Portsmouth RC	801 McGee Dr	$50.00	$15.00	$300.00	$55.00	$25.00	$330.00
38	8	Will Call	DMAVS - Raymond Bisson	70 Rochester Hill Rd	$67.00	$20.00	$402.00	$65.00	$25.00	$390.00
39	8	Will Call	DMAVS - Rochester FMS	86 Brock St	$67.00	$20.00	$402.00	$65.00	$25.00	$390.00
40	4	Will Call	DMAVS - Rochester	106 Brock Street	$55.00	$20.00	$330.00	$55.00	$25.00	$330.00
41	4	Will Call	DMAVS - Training Site - Center Strafford	19 Austin Cate Drive	$45.00	$5.00	$270.00	$0.00	No Bid	$0.00
42	10	2x/ Month	DOC--Dept. of Corrections	3 McGuire St	$49.30	$0.00	$1,183.20	$72.00	$25.00	$1,728.00
43	6	1X/Month	DOE--Walker Building	21 South Fruit Street	$67.00	$0.00	$804.00	$59.00	$25.00	$708.00
44	10	Will Call	DNCR-Cannon Mountain	260 Tramway Drive			$0.00	$250.00	$175.00	$1,500.00
45	10	Will Call	DNCR-Cannon Mountain	260 Tramway Drive			$0.00	$250.00	$175.00	$1,500.00
46	6	1x/Month	DRED Headquarters	172 Pembroke Rd	$57.00	$15.00	$684.00	$59.00	$25.00	$708.00
47	10	Will Call	DRED Warehouse	157 Deerfield Rd	$75.00	$20.00	$450.00	$72.00	$25.00	$432.00

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					Cost Per Pick up	Contamination FEE	Extended Cost	Unit Cost Single Stream	Contamination FEE	Extended Cost
48	2	1X/month	DOS--Burton Training Facility	80 Ray Burton Drive	$54.00	$0.00	$648.00	$100.00	$75.00	$1,200.00
49	6	1X/Week	DOS--DMV HQ	23 Hazen Dr	$37.18	$0.00	$1,933.36	$59.00	$25.00	$3,068.00
50	4	Monthly	DOS--E911	50 Communications Drive	$58.00	$0.00	$696.00	$55.00	$25.00	$660.00
51	4	1x/ Week	DOS-Emergency Management	110 Smokey Bear Blvd	$33.69	$0.00	$1,751.88	$55.00	$25.00	$2,860.00
52	8	1x/Month	DOS-Fire Academy	98 Smokey Bear	$67.00	$20.00	$804.00	$65.00	$25.00	$780.00
53	4	Monthly	DOS--Marine Patrol Laconia	31 Dock Rd	$50.00	$15.00	$600.00	$55.00	$25.00	$660.00
54	4	2x/ Month	DOS--Motor Vehicle Substation & DOT EZ Pass	110 Broad St	$37.00	$888.00	$888.00	$55.00	$25.00	$5,720.00
55	4	1x/Month	DOS--Motor Vehicle Substation Dover	50 Boston Harbor Rd	$50.00	$15.00	$600.00	$55.00	$25.00	$660.00
56	2	1x/Month	DOS-Police Academy	17 Institute Dr	$44.00	$0.00	$528.00	$49.00	$25.00	$588.00
57	10	1x/ Week	DOS - Department of Safety	33 Hazen Dr	$43.20	$0.00	$2,246.40	$72.00	$25.00	$3,744.00
58	4	1x/ Month	DOS--State Police Troop A & Motor Vehicle substation	315 Calef Highway	$50.00	$15.00	$600.00	$55.00	$25.00	$660.00
59	4	Will Call	DOS--State Police Troop B	16 East Point Dr	$50.00	$15.00	$300.00	$55.00	$25.00	$330.00
60	4	1x/ Month	DOS--State Police Troop D	139 Iron Works Rd	$53.00	$0.00	$636.00	$55.00	$25.00	$660.00
61	4	1x/ Month	DOS--State Police Troop E and Motor Vehicle Substation	1864 White Mountain Hwy	$50.00	$15.00	$600.00	$55.00	$25.00	$660.00
62	8	Will Call	DOT--Traffic Bureau	18 Smokey Bear	$67.00	$20.00	$402.00	$65.00	$25.00	$390.00
63	10	1x/ Week	DOS--Warehouse/Automotive	41 Hazen Dr	$49.15	$0.00	$2,555.80	$72.00	$25.00	$3,744.00
64	10	Will Call	DOT Mechanical Div.	33 Smokey Bear Blvd	$75.00	$20.00	$450.00	$72.00	$25.00	$432.00
65	8	Will Call	DOT--Bureau of Turnpike	36 Hackett Hill Rd	$75.00	$0.00	$450.00	$65.00	$25.00	$390.00
66	6	1x/Month	Pease Dev Authority Ports & Harbors (NH Port Authority)	555 Market Street	$57.00	$15.00	$684.00	$59.00	$25.00	$708.00
67	6	1x/Month	DOT Headquarters DAS Morton Bldg	7 Hazen Drive	$34.62	$10.00	$415.44	$59.00	$25.00	$708.00

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Line #	Size Yards	Pick up Frequency	Agency	Service Address	Expiring Contract			Casella Single Stream		
					Cost Per Pick up	Contamination FEE	Extended Cost	Unit Cost Single Stream	Contamination FEE	Extended Cost
68	6	2x/ Month	Fish & Game--HQ	11 Hazen Dr	$40.38	$0.00	$969.12	$59.00	$25.00	$1,416.00
69	2	2x/Month	Fish and Game--Great Bay Discovery	89 Depot Rd	$45.00	$10.00	$1,080.00	$49.00	$25.00	$1,176.00
70	2	1x/month	HRC Commision for Human Rights	57 Regional Drive	$53.96	$0.00	$647.52	$49.00	$25.00	$588.00
71	10	1x/ Week	Liquor Commission--Liquor Commission Warehouse	50 Storrs St, Capital Plaza	$49.15	$2,288.00	$2,555.80	$72.00	$25.00	$3,744.00
72	4	2x/Week	Liquor Commission--Liquor Store #1	80 Storrs St, Suite #6	$30.46	$3,167.84	$3,167.84	$55.00	$25.00	$5,720.00
73	6	1x/ Week	Liquor Commission--Liquor Store #6	738 Islington Street, Pick N Pay	$47.30	$2,459.60	$2,459.60	$59.00	$25.00	$3,068.00
74	8	1x/ Week	Liquor Commission--Liquor Store #8	367 Washington St(Rte. 103), Claremont Market	$38.46	$0.00	$1,999.92	$93.50	$25.00	$4,862.00
75	8	2x/ Week	Liquor Commission--Liquor Store #10	68 Elm St	$60.00	$25.00	$6,240.00	$65.00	$25.00	$6,760.00
76	4	1x/ Week	Liquor Commission--Liquor Store #11	12 Centerra Parkway	$27.02	$0.00	$1,405.04	$23.13	$25.00	$1,202.76
77	8	2x/ Month	Liquor Commission--Liquor Store #12	Route 25, 12 A Main Street, Senter's Marketplace, Unit #1	$63.92	$1,608.00	$1,534.08	$0.00	No Bid	$0.00
78	8	1x/ Week	Liquor Commission--Liquor Store #13	481 High Street	$94.38	$0.00	$4,907.76	$65.00	$25.00	$3,380.00
79	8	2x/ Month	Liquor Commission--Liquor Store #19	22 Ride View Lane	$0.00	No Bid	$0.00	$0.00	No Bid	$0.00
80	8	2x/month	Liquor Commission --Liquor store #20	19C Manchester Ave			$0.00	$65.00	$25.00	$1,560.00
81	4	1x/ Week	Liquor Commission--Liquor Store #21	19 Wilton Rd, Peterborough Plaza Ste #1	$42.92	$2,231.84	$2,231.84	$65.00	$25.00	$3,380.00
82	10	1x/ Week	Liquor Commission--Liquor Store #23	234 White Mountain Hwy, Suite #9	$58.85	$3,060.20	$3,060.20	$0.00	No Bid	$0.00
83	10	1x/ Week	Liquor Commission--Liquor Store #28	186 Ocean Blvd			$0.00	$72.00	$25.00	$3,744.00
84	4	1x/Week	Liquor Commission--Liquor Store #30	21 Jones Rd, Suite 6	$33.50	$0.00	$1,742.00	$55.00	$25.00	$2,860.00

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85	8	2x/ Month	Liquor Commission--Liquor Store #31	850 Gold Street	$60.92	$25.00	$1,462.08	$65.00	$25.00	$1,560.00
86	6	1x/Week	Liquor Commission--Liquor Store #32	6 Northwest Blvd. Westside Plaza	$32.92	$0.00	$1,711.84	$59.00	$25.00	$3,068.00
87	4	2x/ Week	Liquor Commission--Liquor Store #33	1100 Bicentennial Drive, North Side Plaza	$30.69	$0.00	$3,191.76	$55.00	$25.00	$5,720.00
88	10	1x/ Week	Liquor Commission--Liquor Store #35	15 Antrim Rd, Suite #1	$49.15	$0.00	$2,555.80	$155.00	$25.00	$8,060.00
89	10	2x/ Month	Liquor Commission--Liquor Store #37	199A Main Street, Butson Market Place	$82.15	$0.00	$8,543.60	$0.00	$0.00	$0.00
90	4	1x/ Week	Liquor Commission--Liquor Store #39	35 Center St	$50.00	$15.00	$2,600.00	$55.00	$25.00	$2,860.00
91	2	2x/month	Liquor Commission --Liquor Store 40	32 Ames Plaza Land Unit 2			$0.00	$150.00	$25.00	$3,600.00
92	8	2x/ Month	Liquor Commission--Liquor Store #44	325 NH Route 104, Suite #1	$60.45	$0.00	$1,450.80	$65.00	$25.00	$1,560.00
93	2	1x/ Week	Liquor Commission--Liquor Store #48	849 Brattleboro Road	$37.85	$0.00	$1,968.20	$48.00	$25.00	$2,496.00
94	10	2x/ Week	Liquor Commission--Liquor Store #49	32 Plaistow Rd Market Basket Plaza	$72.00	$20.00	$7,488.00	$72.00	$25.00	$7,488.00
95	8	1x/ Week	Liquor Commission--Liquor Store #51	150 Bridge St	$69.76	$0.00	$3,627.52	$65.00	$25.00	$3,380.00
96	4	1x/ Week	Liquor Commission--Liquor Store #53	212 Lowell Rd, Market Basket ship	$33.50	$0.00	$1,742.00	$55.00	$25.00	$2,860.00
97	8	2x/Week	Liquor Commission--Liquor Store #55	9 Leavey Rd	$60.00	$25.00	$6,240.00	$65.00	$25.00	$6,760.00
98	4	1x/ Week	Liquor Commission--Liquor Store #59	6 Dobson Way Ste A, Merrimack Shopping Center,	$33.46	$0.00	$1,739.92	$55.00	$25.00	$2,860.00
99	10	1x/ Week	Liquor Commission--Liquor Store #61	137 Rockingham Rd	$49.15	$0.00	$2,555.80	$72.00	$25.00	$3,744.00
100	6	1x/ Week	Liquor Commission--Liquor Store #62	11 Freetown Road, RTE 127 Raymond Shopping Center	$47.30	$2,459.60	$2,459.60	$59.00	$25.00	$3,068.00
101	4	On Call	Liquor Commission--Liquor Store #63	30 Warwick Rd, Ste #1			$0.00	$110.00	$25.00	$660.00
102	8	1x/ Week	Liquor Commission--Liquor Store #68	69 Lafayette Rd, Village Shopping Center	$52.96	$2,753.92	$2,753.92	$65.00	$25.00	$3,380.00

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Line #	Size Yards	Pick up Frequency	Agency	Service Address	Expiring Contract			Casella Single Stream		
					Cost Per Pick up	Contamination FEE	Extended Cost	Unit Cost Single Stream	Contamination FEE	Extended Cost
103	4	1x/ Week	Liquor Commission--Liquor Store #71	60 Calef Highway Unit 4	$54.85	$1,812.20	$1,812.20	$55.00	$25.00	$2,860.00
104	8	2x/ Month	Liquor Commission--Liquor Store #81	619 Sand Pond Rd , Pembroke Crossing	$61.00	$25.00	$6,344.00	$65.00	$25.00	$1,560.00
105	8	1X/ Week	Liquor Commission--Liquor Store #83	929 Suncook Valley Road	$150.00	$45.00	$7,800.00	$150.00	$25.00	$7,800.00
106	8	2x/ Month	Liquor Commission--Liquor Store # 85	11 Merchants Way	$60.92	$25.00	$1,462.08	$65.00	$25.00	$1,560.00
107	10	1x/ Week	Lottery Commission	14 Integra Dr	$49.15	$0.00	$2,555.80	$72.00	$25.00	$3,744.00
108	8	1x/week	Manchester Community College	1066 Front Street			$0.00	$65.00	$25.00	$3,380.00
109	10	1x/week	Nashua Community College	505 Amherst Street			$0.00	$72.00	$25.00	$3,744.00
110	10	2x/week	NHTI	31 College Drive			$0.00	$72.00	$25.00	$7,488.00
111	6	1x/ Week	NHRS--Retirement System	54 Regional Dr			$0.00	$59.00	$25.00	$3,068.00
112	10	1x/ Week	NHVH NH Veterans Home	139 Winter St	$66.12	$3,438.24	$3,438.24	$72.00	$25.00	$3,744.00
113	10	1x/ Week	NHVH --NH Veterans Home	139 Winter St	$66.12	$3,438.24	$3,438.24	$72.00	$25.00	$3,744.00
114	8	1X/Week	River Valley Community College	1 College Place			$0.00	$38.30	$25.00	$1,991.60
115	3	1x/month	River Valley Community College	15 Hannover Street			$0.00	$20.00	$25.00	$240.00

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
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H2O Signle Stream			Waste Management Single Stream			Cost Savings/Increase	Cost Avoidance
Unit Cost Single Stream	Contamination FEE	Extended Cost	Unit Cost Single Stream	Contamination Fee	Extended Cost		
$0.00	$0.00	$0.00	$42.50	$0.00	$255.00	$ (198.66)	$ (39.00)
$62.25	$0.00	$747.00	$55.00	$0.00	$660.00	$ 24.00	$597.75
$0.00		$0.00	$42.50	$0.00	$255.00	$ 255.00	$ (39.00)
$0.00		$0.00	$58.85	$0.00	$3,060.20	$ -	$ (319.80)
$51.72	$0.00	$2,689.44	$43.26	$0.00	$2,249.52	$ 439.92	$ (690.56)
$51.72	$0.00	$2,689.44	$43.38	$0.00	$2,255.76	$ (433.68)	$ (433.68)
$41.52	$0.00	$2,159.04	$35.50	$0.00	$1,846.00	$ -	$ (313.04)
$41.52	$0.00	$996.48	$65.00	$0.00	$1,560.00	$ -	$ 563.52
$57.20	$0.00	$5,948.80	$52.00	$0.00	$5,408.00	$ -	$ 540.80
$57.20	$0.00	$5,948.80	$52.00	$0.00	$5,408.00	$ 7,488.00	$ 1,539.20
$57.20	$0.00	$5,948.80	$52.00	$0.00	$5,408.00	$ 7,488.00	$ 2,080.00
$57.20	$0.00	$2,974.40	$65.00	$0.00	$3,380.00	$ 3,744.00	$ 364.00
$60.59	$0.00	$363.54	$65.00	$0.00	$390.00	$ 30.00	$ 36.00
$0.00		$0.00	$65.00	$0.00	$390.00	$ 102.00	$ -
$0.00		$0.00	$65.00	$0.00	$390.00	$ (6.00)	$ (36.00)
$0.00		$0.00	$51.00	$0.00	$306.00	$ (54.00)	$ (48.00)
$0.00		$0.00	$96.00	$0.00	$576.00	$ (48.00)	$ -
$0.00		$0.00	$58.00	$0.00	$348.00	$ 48.00	$ 18.00
$0.00		$0.00	$63.00	$0.00	$378.00	$ (252.00)	$ 18.00
$0.00		$0.00	$68.00	$0.00	$408.00	$ (12.00)	$ -
$0.00		$0.00	$140.00	$0.00	$840.00	$ -	$ (210.00)
$0.00		$0.00	$84.00	$0.00	$504.00	$ 72.00	$ (210.00)
$0.00		$0.00	$0.00	No Bid	$0.00	$ 30.00	$ 330.00
$0.00		$0.00	$51.00	$0.00	$306.00	$ -	$ 24.00
$0.00		$0.00	$75.00	$0.00	$450.00	$ (6.00)	$ (60.00)

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

	H2O Signle Stream			Waste Management Single Stream				
	Unit Cost Single Stream	Contamination FEE	Extended Cost	Unit Cost Single Stream	Contamination Fee	Extended Cost	Cost Savings/Increase	Cost Avoidance
	$0.00		$0.00	$92.00	$0.00	$552.00	$ 36.00	$ (120.00)
	$0.00		$0.00	$92.00	$0.00	$552.00	$ 432.00	$ (120.00)
	$0.00		$0.00	$92.00	$0.00	$552.00	$ 432.00	$ (120.00)
	$0.00		$0.00	$92.00	$0.00	$552.00	$ 156.00	$ 120.00
	$0.00		$0.00	$92.00	$0.00	$552.00	$ 36.00	$ (120.00)
	$0.00		$0.00	$92.00	$0.00	$552.00	$ 36.00	$ (120.00)
	$0.00		$0.00	$59.00	$0.00	$354.00	$ (12.00)	$ 36.00
	$0.00		$0.00	$85.00	$0.00	$510.00	$ (18.00)	$ (78.00)
	$0.00		$0.00	$58.00	$0.00	$348.00	$ 30.00	$ (18.00)
	$0.00		$0.00	$57.00	$0.00	$342.00	$ 30.00	$ (12.00)
	$0.00		$0.00	$75.00	$0.00	$450.00	$ 48.00	$ -
	$0.00		$0.00	$75.00	$0.00	$450.00	$ 48.00	$ (450.00)
	$0.00		$0.00	$57.00	$0.00	$342.00	$ 12.00	$ 342.00
	$0.00		$0.00	$57.00	$0.00	$342.00	$ -	$ 342.00
	$57.20	$0.00	$1,372.80	$69.00	$0.00	$1,656.00	$ -	$ (72.00)
	$69.77	$0.00	$837.24	$59.00	$0.00	$708.00	$ (96.00)	$ -
			$0.00	$95.00	$0.00	$570.00	$ 1,500.00	$ 930.00
			$0.00	$95.00	$0.00	$570.00	$ 570.00	$ (930.00)
			$0.00	$42.50	$0.00	$510.00	$ (174.00)	$ (198.00)
			$0.00	$85.00	$0.00	$510.00	$ 60.00	$ 78.00

Division of Procurement Support Services
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RFB Bid Summary

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Director
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	H2O Single Stream			Waste Management Single Stream				
	Unit Cost Single Stream	Contamination FEE	Extended Cost	Unit Cost Single Stream	Contamination Fee	Extended Cost	Cost Savings/Increase	Cost Avoidance
			$0.00	$54.00	$0.00	$648.00	$ -	$ 648.00
	$41.52	$0.00	$2,159.04	$37.18	$0.00	$1,933.36	$ (1,134.64)	$ 1,134.64
			$0.00	$58.00	$0.00	$696.00	$ (36.00)	$ (36.00)
	$37.50	$0.00	$1,950.00	$33.69	$0.00	$1,751.88	$ -	$ (198.12)
			$0.00	$68.00	$0.00	$816.00	$ (24.00)	$ -
			$0.00	$58.00	$0.00	$696.00	$ 96.00	$ (36.00)
	$43.66	$0.00	$1,047.84	$37.00	$0.00	$888.00	$ -	$ (159.84)
			$0.00	$0.00	No Bid	$0.00	$ 60.00	$ -
			$0.00	$44.50	$0.00	$534.00	$ 60.00	$ -
	$57.20	$0.00	$2,974.40	$43.20	$0.00	$2,246.40	$ -	$ (1,497.60)
			$0.00	$0.00	No Bid	$0.00	$ 60.00	$ 660.00
			$0.00	$0.00	No Bid	$0.00	$ 30.00	$ 330.00
			$0.00	$53.00	$0.00	$636.00	$ -	$ 636.00
			$0.00	$68.00	$0.00	$816.00	$ 216.00	$ 156.00
			$0.00	$85.00	$0.00	$510.00	$ (12.00)	$ (120.00)
	$57.20	$0.00	$2,974.40	$49.15	$0.00	$2,555.80	$ 1,188.20	$ 1,188.20
			$0.00	$63.98	$0.00	$383.88	$ (66.12)	$ (48.12)
			$0.00	$75.00	$0.00	$450.00	$ (450.00)	$ (450.00)
			$0.00	$64.00	$0.00	$768.00	$ 84.00	$ 60.00
			$0.00	$35.50	$0.00	$426.00	$ 292.56	$ 282.00

Division of Procurement Support Services
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RFB Bid Summary

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	H2O Signle Stream			Waste Management Single Stream				
	Unit Cost Single Stream	Contamination FEE	Extended Cost	Unit Cost Single Stream	Contamination Fee	Extended Cost	Cost Savings/Increase	Cost Avoidance
	$41.52	$0.00	$996.48	$43.00	$0.00	$1,032.00	$ 62.88	$ 35.52
			$0.00	$36.50	$0.00	$876.00	$ (204.00)	$ 876.00
			$0.00	$53.96	$0.00	$647.52	$ -	$ 647.52
	$57.20	$0.00	$2,974.40	$49.15	$0.00	$2,555.80	$ 1,188.20	$ 1,188.20
	$35.60	$0.00	$3,702.40	$32.50	$0.00	$3,380.00	$ 2,552.16	$ 2,017.60
	$53.52	$0.00	$2,783.04	$47.30	$0.00	$2,459.60	$ 608.40	$ 608.40
			$0.00	$124.00	$0.00	$6,448.00	$ 4,448.08	$ -
	$68.57	$0.00	$7,131.28	$86.00	$0.00	$86,104.00	$ 520.00	$ (79,344.00)
			$0.00	$52.00	$0.00	$2,704.00	$ 1,298.96	$ -
			$0.00	$63.92	$0.00	$1,534.08	$ -	$ (1,534.08)
			$0.00	$94.38	$0.00	$4,907.76	$ -	$ 1,527.76
			$0.00	$0.00	No Bid	$0.00	$ -	$ -
			$0.00	$86.00	$0.00	$2,064.00	$ -	$ 504.00
			$0.00	$42.92	$0.00	$2,231.84	$ -	$ 2,231.84
			$0.00	$58.85	$0.00	$3,060.20	$ (3,060.20)	$ -
			$0.00	$55.00	$0.00	$2,860.00	$ -	$ (3,744.00)
	$41.25	$0.00	$2,145.00	$35.50	$0.00	$1,846.00	$ 104.00	$ (299.00)

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

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Director
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H2O Signle Stream			Waste Management Single Stream				
Unit Cost Single Stream	Contamination FEE	Extended Cost	Unit Cost Single Stream	Contamination Fee	Extended Cost	Cost Savings/Increase	Cost Avoidance
$67.57	$0.00	$1,621.68	$86.00	$0.00	$2,064.00	$ 159.60	$ 61.68
$41.52	$0.00	$2,159.04	$69.00	$0.00	$3,588.00	$ -	$ -
$34.94	$0.00	$3,633.76	$32.50	$0.00	$3,380.00	$ 188.24	$ (2,340.00)
$57.50	$0.00	$2,990.00	$0.00	N/A	$0.00	$ -	$ (8,060.00)
		$0.00	$0.00	No Bid	$0.00	$ (8,543.60)	$ -
		$0.00	$41.50	$0.00	$2,158.00	$ (442.00)	$ (702.00)
		$0.00	$28.50	$0.00	$684.00	$ 684.00	$ (2,916.00)
		$0.00	$62.00	$0.00	$1,488.00	$ 109.20	$ 72.00
		$0.00	$37.85	$0.00	$1,968.20	$ (1,968.20)	$ 1,968.20
$79.85	$0.00	$8,304.40	$49.00	$0.00	$5,096.00	$ -	$ (816.40)
$78.57	$0.00	$4,085.64	$69.76	$0.00	$3,627.52	$ -	$ (458.12)
$34.93	$0.00	$1,816.36	$35.50	$0.00	$1,846.00	$ 74.36	$ (29.64)
$67.58	$0.00	$7,028.32	$86.00	$0.00	$86,104.00	$ 79,864.00	$ 79,075.68
$39.26	$0.00	$2,041.52	$35.50	$0.00	$1,846.00	$ -	$ (1,014.00)
$57.20	$0.00	$2,974.40	$58.00	$0.00	$3,016.00	$ 460.20	$ (728.00)
$53.27	$0.00	$2,770.04	$47.30	$0.00	$2,459.60	$ -	$ (608.40)
		$0.00	$45.00	$0.00	$270.00	$ 270.00	$ (390.00)
		$0.00	$52.96	$0.00	$2,753.92	$ -	$ (626.08)

Division of Procurement Support Services
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		H2O Single Stream				Waste Management Single Stream					
		Unit Cost Single Stream	Contamination FEE	Extended Cost		Unit Cost Single Stream	Contamination Fee	Extended Cost		Cost Savings/Increase	Cost Avoidance
				$0.00		$39.50	$0.00	$2,054.00		$ 1,047.80	$ 2,860.00
		$67.58	$0.00	$1,621.92		$61.00	$0.00	$6,344.00		$ (4,722.08)	$ (4,722.08)
				$0.00		$47.50	$0.00	$2,470.00		$ -	$ (5,330.00)
		$67.57	$0.00	$1,621.68		$86.00	$0.00	$2,064.00		$ -	$ 504.00
		$57.20	$0.00	$2,974.40		$58.00	$0.00	$3,016.00		$ -	$ (728.00)
				$0.00		$40.50	$0.00	$2,106.00		$ -	$ 2,106.00
				$0.00		$41.00	$0.00	$2,132.00		$ 2,132.00	$ (1,612.00)
				$0.00		$41.00	$0.00	$4,264.00		$ 4,264.00	$ (3,224.00)
		$43.52	$0.00	$2,263.04		$39.00	$0.00	$2,028.00		$ -	$ (1,040.00)
				$0.00		$66.12	$0.00	$3,438.24		$ -	$ (305.76)
				$0.00		$66.12	$0.00	$3,438.24		$ -	$ (305.76)
				$0.00		$65.00	$0.00	$3,380.00			$ 1,388.40
				$0.00		$45.00	$0.00	$540.00			$ 300.00

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Casella Waste Management of Massachusetts, Inc.		1.4 Contractor Address 53 Pelham Road Salem, NH 03079	
1.5 Contractor Phone Number 603.765.7152	1.6 Account Unit and Class Various	1.7 Completion Date April 30, 2028	1.8 Price Limitation $252,871.35
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603.271.3606	
1.11 Contractor Signature Date: 03-5-2025		1.12 Name and Title of Contractor Signatory Brian Groshon – Regional Vice President of Operations	
1.13 State Agency Signature Date: 3/25/25		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: Christen Lavers On: 4/1/25			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials BG

Date 3-5-2025

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials BG

Date 3-5-2025

EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
   1.1. Casella Waste Management of Massachusetts, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Recycling Services in accordance with the bid submission in response to State Request for Bid #2894-25 and as described herein.

2. **CONTRACT DOCUMENTS:**
   2.1. This Contract consists of the following documents ("Contract Documents"):
   - State of New Hampshire Terms and Conditions, General Provisions Form P-37
   - EXHIBIT A Special Provisions
   - EXHIBIT B Scope of Services
   - EXHIBIT C Method of Payment

   2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions", (2) EXHIBIT B "Scope of Services", (3) EXHIBIT C "Method of Payment".

3. **TERM OF CONTRACT:**
   3.1. The term of the contract shall commence on May 1, 2025, or upon approval of the Governor and Executive Council, whichever is later, through April 30, 2028, a period of approximately three (3) years.

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

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

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

   4.2. Contamination Events:

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

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

   4.2.3. Do not tip and haul the contents. Contact the recycling administrator, Amy Farnum at Amy.L.Farnum@DAS.NH.GOV immediately, in writing, so that she may reach out to the site.

   4.2.4. Include a description of the prohibited/contaminated material.

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

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

   4.3. Containers:

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

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

   4.3.3. All containers shall be onsite and ready for services to commence no later than the 1st day of May 2025, unless otherwise dictated by the agency site.

   4.3.4. Contractor shall communicate the container transfer schedule directly with the agency prior to pick up or drop per the awarded sites.

Contractor Initials BG

Date 3-5-2025

4.3.4. Contractor shall communicate the container transfer schedule directly with the agency prior to pick up or drop per the awarded sites.

4.3.5. Contractor shall be expected to review the collection details regularly and make any necessary recommendations to the directly with the agency and notify purchasing agent of any recommendations prior to any changes for efficiencies that may be missing.

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

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

4.3.8. The successful Contractor shall abide by the pickup frequency definitions as defined below.

4.3.9. 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.

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

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

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

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

4.3.14. 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.

4.3.15. Locks may be required and shall be provided at NO EXTRA COST. Agencies shall make arraignments with the Contractor(s) for sites requiring locks.

4.3.16. Locks that lost or broken due to negligent actions by State Agencies will be the agencies responsibility to replace.

4.3.17. 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.

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

4.3.19. All services performed under this Contract shall be performed between the hours of 8:00 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.

4.3.20. 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.

5. EMERGENCY REPAIRS:

5.1. Emergency repairs are defined as urgent, have impacted the safety of personnel, or impacted the operational capability of the State and are needed within 24 – 48 hours of notification to the Contractor.

5.2. The Contactor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

5.3. The Contractor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

6. COMMERCIAL REQUIREMENTS:

6.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be

amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

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

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

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

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

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

6.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

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

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

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

7. **USAGE REPORTING:**

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

7.1.1. Contract Number

7.1.2. Utilizing Agency and Eligible Participant Address

7.1.3. Utilizing Agency contact information

7.1.4. Services/Products Utilized IE: Container size

7.1.5. Recycling documentation with respect to content distribution process of services sold. This report shall include but not be limited to:

7.1.5.1. Percentage of recycled materials contained within finished products

7.1.5.2. Percentage of waste recycled throughout the manufacturing process

7.1.5.3. Types and volume of packaging used for transport

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

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

7.1.6. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.

7.1.7. Preferred in Excel format

8. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

8.1. The Contractor shall provide all Recycling services strictly pursuant to, and in conformity with, the specifications described in State RFB 2894-25, as described herein, and under the terms of this Contract.

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

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

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

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

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

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

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

10. CONFIDENTIALITY & CRIMINAL RECORD:

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

Contractor Initials BG

Date 3-5-2025

EXHIBIT C - METHOD OF PAYMENT

11. CONTRACT PRICE:

11.1. The Contractor hereby agrees to provide Recycling services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $252,871.35; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

12. PRICING STRUCTURE:

12.1 SMALL CONTAINERS:

Line #	Size Yards	Pick up Frequency Small Containers	Agency	Service Address	Casella				
					Unit Cost Single Stream	Contamination FEE		Unit Cost Cardboard Only	Contamination FEE
15	6	Will Call	DMAVS - AASF	26 Regional Dr	$59.00	$25.00		$59.00	$25.00
16	6	Will Call	DMAVS - Concord Bldg. M	4 Pembroke Road	$59.00	$25.00		$59.00	$25.00
17	6	Will Call	DMAVS - Concord Bldg. I	4 Pembroke Road	$59.00	$25.00		$59.00	$25.00
19	10	Will Call	DMAVS - Concord Bldg. L	4 Pembroke Road	$72.00	$25.00		$72.00	$25.00
20	4	Will Call	DMAVS - Franklin RC	300 South Main St	$55.00	$25.00		$55.00	$25.00
22	8	Will Call	DMAVS - Hooksett FMS	1241 Hooksett Rd	$65.00	$25.00		$65.00	$25.00
24	10	Will Call	DMAVS - Manchester RC	1059 Canal St	$72.00	$25.00		$72.00	$25.00
25	4	Will Call	DMAVS - Milford RC	154 Osgood Rd	$55.00	$25.00		$55.00	$25.00
27	8	Will Call	DMAVS - Pease Air Guard - Bldg. 100 Wing Headquarters	302 Newmarket Street	$65.00	$25.00		$65.00	$25.00
28	10	Will Call	DMAVS - Pease Air Guard - Bldg. 249 AGE	302 Newmarket Street	$72.00	$25.00		$72.00	$25.00
29	10	Will Call	DMAVS - Pease Air Guard Bldg. 264 Ops Group	302 Newmarket Street	$72.00	$25.00		$72.00	$25.00
30	10	Will Call	DMAVS - Pease Air Guard Bldg. 157 Vehicle Manit	302 Newmarket Street	$72.00	$25.00		$72.00	$25.00
31	10	Will Call	DMAVS - Pease Air Guard Bldg. 253 Aircraft Manit	302 Newmarket Street	$72.00	$25.00		$72.00	$25.00
32	10	Will Call	DMAVS - Pease Air Guard Bldg. 262 Supply Warehouse	302 Newmarket Street	$72.00	$25.00		$72.00	$25.00
33	10	Will Call	DMAVS - Pease Air Guard Bldg. 145 Dining Hall	302 Newmarket Street	$72.00	$25.00		$72.00	$25.00
35	10	Will Call	DMAVS - Pembroke RTI	722 Riverwood Drive	$72.00	$25.00		$72.00	$25.00

Contractor Initials BG

Date 3-5-2025

36	4	Will Call	DMAVS - Plymouth RC	19 Armory Rd	$55.00	$25.00		$55.00	$25.00
37	4	Will Call	DMAVS - Portsmouth RC	801 McGee Dr	$55.00	$25.00		$55.00	$25.00
38	8	Will Call	DMAVS - Raymond Bisson	70 Rochester Hill Rd	$65.00	$25.00		$65.00	$25.00
39	8	Will Call	DMAVS - Rochester EMS	86 Brock St	$65.00	$25.00		$65.00	$25.00
40	4	Will Call	DMAVS - Rochester RC	106 Brock Street	$55.00	$25.00		$55.00	$25.00
47	10	Will Call	DRED Warehouse	157 Deerfield Rd	$72.00	$25.00		$72.00	$25.00
50	4	Monthly	DOS--E911	50 Communications Drive	$55.00	$25.00		$55.00	$25.00
52	8	1x/Month	DOS-Fire Academy	98 Smokey Bear Blvd	$65.00	$25.00		$65.00	$25.00
53	4	Monthly	DOS--Marine Patrol Laconia	31 Dock Rd	$55.00	$25.00		$55.00	$25.00
55	4	1x/Month	DOS--Motor Vehicle Substation Dover	50 Boston Harbor Rd	$55.00	$25.00		$55.00	$25.00
58	4	1x/ Month	DOS--State Police Troop A & Motor Vehicle substation	315 Calef Highway	$55.00	$25.00		$55.00	$25.00
59	4	Will Call	DOS--State Police Troop B	16 East Point Dr	$55.00	$25.00		$55.00	$25.00
61	4	1x/Month	DOS--State Police Troop E and Motor Vehicle Substation	1864 White Mountain Hwy	$55.00	$25.00		$55.00	$25.00
62	8	Will Call	DOT--Traffic Bureau Rec	18 Smokey Bear Blvd	$65.00	$25.00		$65.00	$25.00
65	8	Will Call	DOT--Bureau of Turnpike	36 Hackett Hill Rd	$65.00	$25.00		$65.00	$25.00
66	6	1x/Month	Pease Dev Authority Ports & Harbors (NH Port Authority)	555 Market Street	$59.00	$25.00		$59.00	$25.00
70	2	1x/month	HRC Commission for Human Rights	57 Regional Drive	$49.00	$25.00		$49.00	$25.00
74	8	1x/ Week	Liquor Commission--Liquor Store #8	367 Washington St (Rte. 103), Claremont Market Place	$93.50	$25.00		$93.50	$25.00
75	8	2x/ Week	Liquor Commission--Liquor Store #10	68 Elm St	$65.00	$25.00		$65.00	$25.00
76	4	1x/ Week	Liquor Commission--Liquor Store #11	12 Centerra Parkway	$23.13	$25.00		$23.13	$25.00
78	8	1x/ Week	Liquor Commission--Liquor Store #13	481 High Street	$65.00	$25.00		$65.00	$25.00
80	8	2x/month	Liquor Commission --Liquor store #20	19C Manchester Ave	$65.00	$25.00		$65.00	$25.00
85	8	2x/ Month	Liquor Commission--Liquor Store #31	850 Gold Street	$65.00	$25.00		$65.00	$25.00

Contractor Initials BG

Date 3-5-2025

95	8	1x/ Week	Liquor Commission--Liquor Store #51	150 Bridge St	$65.00	$25.00		$65.00	$25.00
97	8	2x/Week	Liquor Commission--Liquor Store #55	9 Leavey Rd	$65.00	$25.00		$65.00	$25.00
106	8	2x/ Month	Liquor Commission--Liquor Store # 85	11 Merchants Way	$65.00	$25.00		$65.00	$25.00
114	8	1X/Week	River Valley Community College	1 College Place	$38.30	$25.00		$38.30	$25.00
115	3	1x/month	River Valley Community College	15 Hannover Street	$20.00	$25.00		$20.00	$25.00

12.2 LARGE CONTAINERS:

Line #	Size CU Yards	LARGE CONTAINERS AGENCY	Service Address	Pick up Frequency	Pick up Schedule		Casella Cost Per Pick up	Monthly Rental	Contamination FEE
1	40	DOC--NH Dept. of Corrections	3 McGuire Street	Will Call	Will Call		$650.00	$150.00	$250.00
9	40	Liquor Commission--Liquor Store # 60	265 Plainfield Rd	West Lebanon	1x/month		$975.00	$125.00	$50.00

13. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

13.1. State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

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

14. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

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

15. INVOICE:

15.1. 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.

15.2. Contractor shall be paid by Procurement Card when invoice is received.

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

16. PAYMENT:

16.1. Payments may be made via P-Card.

Contractor Initials BG

Date 3-5-2025

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on March 22, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **574600**

Certificate Number: **0007076897**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of March A.D. 2025.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY
Casella Waste Management of Massachusetts, Inc.

At a duly authorized meeting of the Board of Directors of Casella Waste Management of Massachusetts, Inc., it was voted that John W. Casella, President & Secretary/Clerk, and/or Brian Groshon, Market Area Manager, are each authorized to independently execute any and all bid documents related to the Department of Administrative Services and Bureau of Purchase & Property, State of New Hampshire's Request for Proposals for "RFP-2894-25 Recycling Collection Services" as well as any and all contract related documents in the event of an award of the foregoing to Casella Waste Management of Massachusetts, Inc.

It was also voted that John W. Casella, President & Secretary/Clerk and/or Shelley E. Sayward, Vice President and Assistant Secretary/Clerk, are each authorized to execute any and all bond related documents in connection with the Department of Administrative Services Bid Proposal; including but not limited to bid bonds and performance bonds.

In the name of and on behalf of Casella Waste Management of Massachusetts, Inc.; and affix its corporate seal hereto; and such execution of any contract obligation in this company's name and on its behalf; said obligation to be valid and binding upon Casella Waste Management of Massachusetts, Inc.

A True Copy Attested,

Company Name:	Casella Waste Management of Massachusetts, Inc.
Address:	53 Pelham Road Salem, NH 03079
Name & Title of Signatory:	John W. Casella, President & Secretary/Clerk
Date:	March 5, 2025

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

Signature: _____

SEAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2025

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

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

PRODUCER
Noyle Johnson Group an Alera Group Company
119 River Street
P.O. Box 279
Montpelier VT 05601-0279

CONTACT NAME: Amanda Hamilton
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E-MAIL ADDRESS: casella@nwjinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Westchester Surplus Lines Ins Co	10172
INSURER B: Old Republic Insurance Co.	24147
INSURER C: The Cincinnati Casualty Company	28665
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Casella Waste Management of Massachusetts, Inc.
53 Pelham Road
Salem NH 03079

COVERAGES CERTIFICATE NUMBER: Salem 2025 #1 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X		G74302178_001	04/30/2024	04/30/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X MCS-90	X		MWTB 311995 25	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC 311994 25	01/01/2025	01/01/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Excess Auto Liability			MWZX 315503 24	04/30/2024	04/30/2025	$2M Excess $5M Auto Liability	2,000,000
C	Excess Auto Liability			EXS0575546	04/30/2024	04/30/2025	$3M Excess $7M Auto Liability	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Stae of New Hampshire, its officers, and employees are Additional Insured under the General Liability and Auto Liability Policies where required by written contract subject to the terms and conditions of each policy.

CERTIFICATE HOLDER

Department of Administrative Services
Bureau of Purchase and Property
25 Capitol Street
Concord, NH 03079

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Timothy Ayer/AUDREY

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