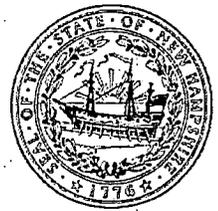




The State of New Hampshire  
**Department of Environmental Services**

**Robert R. Scott, Commissioner**



47

July 8, 2025

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Resource Recycling Systems, Inc. (RRS) (VC # 539469-B001), Ann Arbor, MI, in the amount of \$198,949 for the purpose of conducting a statewide food waste generator study and infrastructure analysis, effective upon Governor and Council approval through June 30, 2026. 100% Federal Funds.

Funding is available in the following account:

03-44-44-444010-7062-102-500731

Department of Environmental Services, Waste Infrastructure Federal, Contracts for Program Services

FY 2026

\$198,949

**EXPLANATION**

NHDES requests approval to enter into a contract with RRS to conduct a comprehensive statewide Food Waste Generator Study and Infrastructure Analysis (Study) that will:

- Identify and analyze the sources (generators), types and quantities of food waste disposed in New Hampshire;
- Identify existing food waste management infrastructure capacity;
- Identify potential management infrastructure capacity needed to effectively manage surplus food and food waste subject to the food waste disposal ban, effective February 1, 2025 per RSA 149-M:27. V; and
- Provide a gap analysis and recommendations on program implementation strategies.

This is an allowable use of the federal funds awarded to New Hampshire under the Bipartisan Infrastructure Law to improve post-consumer materials management through planning and data collection.

NHDES issued a Request for Proposals (RFP) which was sent via e-mail to several interested parties in the solid waste and recycling industry. The RFP was also posted to the Department of Administrative Services' website. NHDES received proposals from six (6) respondents to this solicitation. NHDES reviewed and scored the written submittals and short listed four (4) firms to interview. Of the four interview candidates, NHDES selected RRS for this project because of the firm's demonstrated expertise in the field of food waste generation and management studies, clear understanding of the project goals and objectives, and

[www.des.nh.gov](http://www.des.nh.gov)

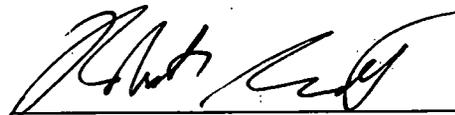
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

strong partnerships with the Center for Ecotechnology (CET) and the New Hampshire Food Alliance. RRS is highly qualified to evaluate the state's food waste generation and infrastructure landscape, having conducted numerous similar studies across public and private sectors throughout the United States. RRS has indicated they have the staff, qualifications, and experience suitable to conduct the work.

This contract will assist New Hampshire in advancing the goal to reduce the disposal of municipal solid waste (MSW) and construction and demolition (C&D) debris by 25% by the year 2030, and by 45% by the year 2050. In support of this goal, the 2022 New Hampshire Solid Waste Management Plan (SWMP) identified the need to maximize the diversion of New Hampshire-generated waste by increasing materials management capacity, developing local recycling markets and compiling comprehensive data to guide statewide goals, strategies and actions for improving solid waste management. In 2024, NHDES received federal funding to conduct New Hampshire's first waste characterization study, which indicated that food waste represents 19% (by weight) of MSW disposed of in New Hampshire landfills. Findings from the waste characterization study prompted NHDES to conduct a food waste generator study and infrastructure analysis to identify the sources of the food waste in the state and further analyze the capacity required to manage New Hampshire generated food waste. Data generated by this study will be used by NHDES to inform regulatory decision-making and implementation of the State's Solid Waste Management Plan and recently enacted food waste disposal ban. Furthermore, an infrastructure analysis will assist New Hampshire in identifying existing barriers to diverting food waste from landfills.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. If federal funds are no longer available, general funds will not be requested to support this contract.

We respectfully request your approval.



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Robert R. Scott, Commissioner

# NH Food Waste Generator Study and Infrastructure Analysis

## Attachment A

### Rankings for Firms Responding to Request for Proposals

#### Written Submittal Ranking

| RFP Respondent Firm | Selection Criteria #1 (100 Points) | Selection Criteria #2 (250 points) | Selection Criteria #3 (100 Points) | Selection Criteria #4 (50 Points) | Max Total (500 Points) | Rank |
|---------------------|------------------------------------|------------------------------------|------------------------------------|-----------------------------------|------------------------|------|
| Eunomia             | 93                                 | 234                                | 100                                | 46                                | 473                    | 1    |
| HDR                 | 97                                 | 236                                | 96                                 | 49                                | 478                    | 2    |
| RRS                 | 98                                 | 231                                | 87                                 | 34                                | 450                    | 3    |
| Tetra Tech          | 95                                 | 226                                | 90                                 | 36                                | 447                    | 4    |
| Locol               | 54                                 | 201                                | 86                                 | 40                                | 381                    | 5    |
| Casella             | 55                                 | 159                                | 81                                 | 37                                | 332                    | 6    |

#### Review Team Members for Written Submittal

| Name             | Title                           | Bureau                        | Years of Service |
|------------------|---------------------------------|-------------------------------|------------------|
| Jenny Mitchell   | Food Waste Diversion Specialist | Solid Waste Management Bureau | 1                |
| Sarah Yuhas-Kirn | Assistant Director              | Waste Management Division     | 26               |
| Leah McKenna     | Bureau Administrator            | Solid Waste Management Bureau | 25               |
| Michael Nork     | Supervisor - MMEPS              | Solid Waste Management Bureau | 7                |
| Paige Wilson     | Principal Planner               | Solid Waste Management Bureau | 3                |

#### Interview Ranking

| RFP Respondent Firm | Selection Criteria #1 (75 Points) | Selection Criteria #2 (200 points) | Selection Criteria #3 (150 Points) | Selection Criteria #4 (75 Points) | Max Total (500 Points) | Rank |
|---------------------|-----------------------------------|------------------------------------|------------------------------------|-----------------------------------|------------------------|------|
| RRS                 | 72                                | 193                                | 145                                | 72                                | 483                    | 1    |
| HDR                 | 70                                | 186                                | 139                                | 70                                | 464                    | 2    |
| Tetra Tech          | 64                                | 170                                | 128                                | 64                                | 425                    | 3    |
| Eunomia             | 57                                | 153                                | 115                                | 57                                | 382                    | 4    |

#### Review Team Members for Interview

| Name             | Title                           | Bureau                        | Years of Service |
|------------------|---------------------------------|-------------------------------|------------------|
| Jenny Mitchell   | Food Waste Diversion Specialist | Solid Waste Management Bureau | 1                |
| Sarah Yuhas-Kirn | Assistant Director              | Waste Management Division     | 26               |
| Leah McKenna     | Bureau Administrator            | Solid Waste Management Bureau | 25               |
| Josh Whipple     | Hydrogeologist                  | MtBE Remediation Bureau       | 22               |
| Paige Wilson     | Principal Planner               | Solid Waste Management Bureau | 3                |

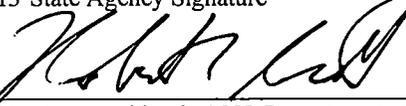
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|                                                                                                                                                                                                           |                                                               |                                                                                 |                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------------------------|-----------------------------------|
| 1.1 State Agency Name<br>Department of Environmental Services                                                                                                                                             |                                                               | 1.2 State Agency Address<br>29 Hazen Drive, PO Box 95<br>Concord, NH 03302-0095 |                                   |
| 1.3 Contractor Name<br>Resource Recycling Systems, Inc.                                                                                                                                                   |                                                               | 1.4 Contractor Address<br>416 Longshore Dr.<br>Ann Arbor, MI 48105              |                                   |
| 1.5 Contractor Phone Number<br>734-996-1361                                                                                                                                                               | 1.6 Account Unit and Class<br>03-44-44-444010-7062-102-500731 | 1.7 Completion Date<br>6/30/2026                                                | 1.8 Price Limitation<br>\$198,949 |
| 1.9 Contracting Officer for State Agency<br>Jenny Mitchell<br>Food Waste Diversion Specialist                                                                                                             |                                                               | 1.10 State Agency Telephone Number<br>603-271-7465                              |                                   |
| 1.11 Contractor Signature<br> Date: 7/10/2025                                                                          |                                                               | 1.12 Name and Title of Contractor Signatory<br>Brianne Haven, COO & CFO         |                                   |
| 1.13 State Agency Signature<br> Date: 7/11/25                                                                          |                                                               | 1.14 Name and Title of State Agency Signatory<br>Robert Scott, Commissioner     |                                   |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i><br><br>By: _____ Director, On: _____                                                                 |                                                               |                                                                                 |                                   |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i><br><br>By:  On: 7/14/2025 |                                                               |                                                                                 |                                   |
| 1.17 Approval by the Governor and Executive Council <i>(if applicable)</i><br><br>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, 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**

Modifications to Form P-37

Under Provision **10. Property Ownership/Disclosure** add the following text:

*10.4 Contractor is, and shall remain, the sole and exclusive owners of all right, title and interest in and to all data, know-how, analytical concepts, protocols, methodologies, software and other materials, provided by or used by Contractor in connection with performing the services, where were developed or acquired by Contractor prior to the commencement or independently of this Agreement, including all intellectual property rights therein. Contractor hereby grants the State a license to any Pre-Existing Intellectual Property to the extent it is incorporated, combined with, or otherwise necessary in the deliverables.*

Amend Provision **13. Indemnification** add new paragraph:

*The Contractor's liability to the State for any damages sought by the State arising from this Agreement, whether based upon contract, warranty, negligence, or otherwise, is in the aggregate, limited to an amount no greater than the Price Limitation of this Agreement.*

## **Exhibit B**

### **Scope of Services**

**1.0 Project Title:** New Hampshire Food Waste Study and Infrastructure Analysis

**2.0 Project Period:** This Agreement shall become effective on the date of approval by the Governor and Executive Council of the State of New Hampshire and shall continue through the date specified in Section 1.7 of Form P-37, unless extended in accordance with the terms of the Agreement.

**3.0 Objective:** The objectives of this food waste study and infrastructure analysis (study) are to use statistically reliable methods to examine and evaluate New Hampshire food waste generators affected by the state’s food waste disposal ban (“affected entities” or “AEs”), as well as infrastructure for management of surplus food and food waste resulting from the ban. The results from this study will assist NHDES to successfully implement the food waste disposal ban.

The key elements of this study will include:

- Food Waste Generator Study – to categorize and inventory the sources, quantity, types and characteristics of surplus food and food waste currently generated by affected entities, and to provide geospatial map(s) of “hot spots.”
- Infrastructure Analysis – to inventory and assess existing management facility capacity in New Hampshire and adjacent states (within 20 miles of the border), provide an infrastructure gap analysis to identify potential opportunities for management capacity growth, and provide an overlay map of existing management facilities that depicts their proximity to regional concentrations of surplus food and food waste generators.
- Impact Analysis – to conduct an impact analysis to estimate potential emissions reductions associated with implementing New Hampshire’s food waste disposal ban.

**4.0 Scope of Work:** The project scope that will be undertaken to accomplish this data collection and analysis will include the following tasks:

#### **Task 1 – Project Initiation & Management**

The Contractor will conduct a virtual kick-off meeting with NHDES to review the project scope, objectives, and deliverables and develop quantifiable success metrics. The Contractor and NHDES will define a detailed timeline with clear milestones and establish project communication protocols to maintain alignment throughout the project. The Contractor will then develop and refine a Project Plan for NHDES approval that incorporates project tasks and milestones, scheduling, and logistical elements. Throughout implementation of the project,

the Contractor will maintain consistent communication with NHDES through scheduled progress update meetings, ensuring adherence to established milestones.

Deliverables: The Contractor will:

- Develop a finalized study methodology document outlining:
  - Description of project tasks and milestones;
  - Methodology and resources for acquiring representative datasets of AEs and management facilities; and
  - Process for evaluating the datasets to conduct the analysis.
- Conduct bi-monthly progress reports, detailing project status updates, via email; and
- Schedule monthly virtual meetings with NHDES.

### **Task 2 – Food Waste Generator Study**

The Contractor will employ a comprehensive, multi-method approach to categorize and inventory the sources, quantity, types, and characteristics of surplus food and food waste generated by New Hampshire’s affected entities. This approach will collect consistent and representative data across all major generating sectors and provide actionable insights to support implementation of the food waste disposal ban.

The Contractor will apply a combination of primary and secondary data sources to identify, estimate, and characterize food waste generation patterns while also documenting current reduction, rescue, and diversion strategies and practices. Data collection will follow an iterative process to systematically fill gaps and reduce uncertainty to establish a high-confidence representation of food waste generation across New Hampshire.

The Contractor will identify and aggregate supplementary sector-specific data sources to ensure comprehensive coverage of sectors that are not adequately represented within the primary business database. To ensure statistically reliable sector-specific waste generation estimates, the Contractor will use the compiled dataset to conduct a generation analysis that incorporates generation rates from established industry literature and the Contractor’s existing internal data and resources.

The dataset validation process will incorporate information obtained through structured interviews and surveys. The Contractor will administer sector-specific questionnaires and interview facility representatives to capture qualitative data on waste types, quantities, and current diversion strategies.

## **Task 2.1 – Categorize and Inventory Waste Generators**

Deliverable: The Contractor will develop a comprehensive database of affected entities (AEs) across required sectors, as specified below. AEs are defined as food waste generators producing more than 1 ton of food waste per week, with compliance requirements applying to those within 20 miles of food waste management facilities.

- Sector Representation will include farms, grocery stores, specialty food retail stores, supercenters, restaurants, hotels/resorts/convention centers, food banks/pantries, hospitals/nursing homes, K-12 schools, colleges and universities, food manufacturers/processors, food wholesalers/distributors, large event venues/festivals, malls, correctional facilities, casinos, large office buildings, and large multi-family complexes.

The database will capture the following detailed operational data for each entity, organized by sector classification:

- Sector type;
- Name of generator;
- Primary contact name, phone number, and email address;
- Physical and GPS address (longitude and latitude);
- Website (if applicable);
- Establishment size (e.g., number of beds, employees, meals served, gross sales); and
- Estimated quantity of food waste generation (tons per week).

All data compiled in this study shall be provided in a digital format (such as an Excel spreadsheet) that can be manipulated and used by NHDES to create ArcGIS maps and other resources.

## **Task 2.2 – Geospatial Analysis**

The Contractor will analyze the dataset compiled in Task 2.1 to identify areas in the State with the highest concentration of AEs and largest volumes of food waste generated.

Deliverable: A section of the final report will include analysis of regional waste generation patterns and surplus food concentrations to identify priority areas (“hot spots”) where waste reduction and diversion efforts will result in greater or more immediate compliance with the food waste disposal ban. Map visualizations will be incorporated into the analysis and discussion to illustrate the locations of target regions and support the analysis conducted in Task 3.2.

### Task 2.3 – Analyze Current State of Affairs

The Contractor will analyze the generator inventory collected in Task 2.1 to assess sector-level food waste generation and management practices across the food supply chain. The analysis will:

- Characterize sector-specific food waste generation, examining factors such as food type, packaging status, avoidability, recovery potential, and recycling suitability;
- Identify critical points of food waste occurrence throughout the food supply chain and determine fundamental causes;
- Evaluate and document current food waste reduction and diversion efforts employed by generators, including food donation, animal feed conversion, composting, and anaerobic digestion;
- Identify compliance gaps relevant to the food waste disposal ban;
- Evaluate sector-specific barriers to reduction and diversion efforts and recommend mitigation strategies; and

Deliverable: A section of the final report will include analysis of current generation estimates, characteristics of surplus food and food waste, potential barriers to implementing diversion programs and recommended mitigation strategies to address identified barriers.

Assumptions for Task 2:

- Contractor will develop the core commercial sector inventory from procured Data Axle datasets of business entities applying agreed-upon minimum inclusion criteria (e.g., > 5 employees, >1M revenue, etc.) to produce an initial list of generators. Data Axle will be provided to NHDES under a 12-month license agreement to ensure ongoing access to an actively verified and maintained business inventory.
- Survey to be targeted to a statistically representative sample of AEs across all specified sectors over a two-month period with targeted follow-up by the Contractor will provide the most comprehensive and representative data possible.
- Contractor assumes 40-80 phone interviews with AEs will provide sufficient data certainty. Additional phone interviews can be conducted if arranged via change authorization with NHDES. Data will be dependent on AEs willingness to share data through interviews and surveys.
- Budget for Task 2 work includes all necessary resources, including staff time, travel for site assessments (if deemed appropriate), and data management tools.

### **Task 3 – Infrastructure Analysis**

The Contractor will identify and assess existing management facility capacity in New Hampshire and adjacent states (within 20 miles of the border) and provide an infrastructure gap analysis to identify where and what type(s) of additional management capacity may be needed in New Hampshire.

#### **Task 3.1 – Categorize and Inventory Management Facilities**

Deliverable: The Contractor will develop a comprehensive inventory of existing food waste management facilities aligned with the US EPA Wasted Food Scale and New Hampshire’s preferred food management methods to document operational facilities across the following key sectors:

- Food recovery organizations (food banks, pantries, soup kitchens, shelters, meal programs), animal feed operations (livestock farms, feed producers), composting facilities, and anaerobic digestion facilities.
- Conduct up to 10 phone interviews with existing food waste management facilities.
- The dataset will include a list of potential food waste management facilities categorized by sector, with each facility record including the following information:
  - Management facility type;
  - Name of entity/establishment;
  - Primary contact name, phone number, and email address;
  - Address – physical and GPS (longitude and latitude), website;
  - Existing management capacity expressed in tons per week – to the extent this information is available; and
  - Acceptable/unacceptable food items.

All data compiled in this analysis shall be provided in a digital format (such as an Excel spreadsheet) that can be manipulated and used by the agency to create ArcGIS maps and other resources.

#### **Task 3.2 – Geospatial Analysis**

The Contractor will analyze the dataset compiled in Task 3.1, to develop a geospatial map or series of maps that overlay operational management facilities with the regional waste generation patterns identified in Task 2. This analysis will:

- Identify prospective AEs that meet defined compliance requirements based on their

modeled waste generation and proximity within 20-miles of suitable management facilities;

- Provide a preliminary classification for NHDES of prospective affected entities as mandated or exempt; and
- Identify strategic expansion opportunities by examining areas near existing facilities and high-potential regions that currently lack adequate diversion infrastructure.

Deliverable: A section of the final report will include findings from the analysis, as described above. A geospatial overlay map(s) of operational management facilities will be incorporated into the analysis and discussion to illustrate the locations of existing management infrastructure in proximity to prospective AEs identified in Task 2.1.

### **Task 3.3 – Gap Analysis**

The Contractor will analyze the existing capacity of management facilities, in terms of tons per week, to complete a comprehensive assessment that will:

- Compare current management capacity against projected quantities of surplus food and food waste generated by the list of prospective AEs;
- Identify regions with insufficient capacity and determine specific facility requirements needed to address these gaps;
- Identify opportunities for new facility development and expansion of existing programs;
- Recommend implementation strategies for overcoming barriers to accepting additional surplus food and food waste;
- Identify existing programs, organizations and businesses that are involved in efforts to track, study and reduce food waste in New Hampshire.
- Identify successful public and private initiatives that have effectively connected food waste generators with reuse and recycling outlets; and
- Recommend data collection, measurement, and analysis methods that would assist NHDES to track the success of the food waste disposal ban.

Deliverable: A section of the final report will include findings from the gap analysis, and implementation recommendations.

Assumptions for Task 3:

- Contractor assumes that all necessary data, including facility contact information,

capacity details, and acceptable/unacceptable food items, will be made available in a timely manner.

- If data is unavailable or incomplete, Contractor will use reasonable estimates and assumptions based on industry benchmarks and prior studies.
- Conducting physical audits or facility inspections is not included in this task.

#### **Task 4 – Impact Analysis**

The Contractor will develop an Impact Analysis to evaluate the potential reductions of landfill gas (LFG) emissions and other gases that might be achieved through enhanced food waste diversion and management practices in New Hampshire. The analysis will:

- Utilize data collected during the Food Generator and Infrastructure analysis (Tasks 1 and 2) to establish baseline emissions;
- Compare baseline results to alternative food waste diversion scenarios that represent full build-out of AE diversion activities, consistent with the U.S. EPA Wasted Food Scale and the preferred management methods identified in New Hampshire's food waste disposal ban; and
- Identify the scenario(s) with the greatest potential to reduce New Hampshire's LFG emissions.

Deliverables: The Contractor will provide:

- Quantification of baseline emissions from AE food waste disposal across all sectors and two to three comparative alternative scenarios to achieve full diversion of AE food waste generation consistent with the food waste disposal ban;
- Description of methodology and data source documentation;
- A description of the scenarios modeled, including rationale for the mix of alternative management methods chosen consistent with the US EPA Wasted Food Scale and New Hampshire's preferred food management methods; and
- Analysis of the results, including a feasibility assessment for each management method, with recommendations for maximizing LFG reduction.

Assumptions for Task 4:

- Contractor will rely on existing emissions models as specified and will not include custom model development.
- Contractor will conduct reasonable validation efforts, the complete accuracy of third-

party data from facilities, AEs, or public sources cannot be guaranteed.

### **Task 5 – Report Development and Presentation**

The Contractor will develop a detailed report that quantifies and characterizes surplus food and food waste generated by AEs across the state, while accounting for the state’s existing infrastructure, market conditions, and policy landscape. The final deliverable will reflect surplus food waste generation trends, management practices, and diversion potential across the state and specific recommendations for overcoming identified barriers AEs face to reducing, recovering, and recycling surplus food and food waste. Additionally, the report will detail the inventory of existing food waste management infrastructure (for surplus food and food waste) and opportunities for policy, programs, and market development. The detailed report will yield insights that ensure New Hampshire’s food waste generators have the tools, insights, and strategies necessary to implement meaningful surplus food and food waste diversion programs, as mandated by the food waste disposal ban.

Deliverable: The Contractor will provide a draft final report to NHDES for review that shall include, at a minimum, the following components:

- An abstract or executive summary of the study's results in terminology that is meaningful to agency staff, facility managers, and others who are generally familiar with the subject area;
- A detailed description of all aspects of the project and detailed methods with data sources for all calculations (i.e. preliminary study design);
- A summary of data, analysis, and recommendations;
- All supporting documentation (e.g., charts, tables, forms, etc.);
- Waste category and terminology definitions, as used in the report; and
- Access to the raw data in a format that can be manipulated and used by NHDES to create ArcGIS maps and other resources.

One final round of NHDES feedback will be conducted before finalization of the report. In addition, the Contractor will present key findings to NHDES staff, the New Hampshire Solid Waste Working Group, and other interested stakeholders. The Contractor may conduct the presentation virtually.

Final Report Deliverables: The Contractor will provide the following, in compliance with the digital accessibility requirements of Section 508 of the Americans with Disabilities Act (ADA) and NHDES’ Public Information Guidelines:

- An electronic copy of a final comprehensive report that will be visually engaging, with

graphs, charts, and infographics to convey complex data effectively.

- An in-person or virtual presentation summarizing the study’s objectives, methodologies, findings, and recommendations, and an electronic copy of the slide deck presentation.

NHDES will provide the Contractor with copies of the NHDES Vendor Publication Guide and ADA compliance resources prior to development of the initial draft of the final report and presentation materials.

**5.0 Schedule:**

The following table outlines the Contractor’s tasks, key activities, deliverables and timelines, as described in this Agreement. NHDES recognizes that the date range in the project timeline is an estimate and is subject to change as the project progresses. The Contractor shall inform NHDES should they require modification to this timeline; however, any changes to the ultimate project completion date (Section 1.7 of Form P-37) will require a formal amendment to this Agreement and approval by Governor and Executive Council.

| Task                                        | Key Activities                                                                                                                                                           | Deliverables                                                                           | Timeline                      |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------|
| <b>1. Project Initiation and Management</b> | Kick-off meeting, finalize project plan, establish communication schedule, and provide regular progress updates.                                                         | Refined project plan, communication framework, periodic progress reports.              | August 2025                   |
| <b>2. Food Waste Generator Study</b>        | Data collection on generators, categorization by sector, phone interviews, site assessments, GIS mapping.                                                                | Detailed dataset of food waste generators, GIS-ready maps, generator profiles.         | August 2025 - January 2026    |
| <b>3. Infrastructure Analysis</b>           | Inventory management facilities, assess capacity gaps, identify barriers, and provide solutions to enhance infrastructure.                                               | Comprehensive infrastructure analysis report, GIS-ready maps of facility proximity.    | September 2025 - January 2026 |
| <b>4. Impact Analysis</b>                   | Baseline LFG analysis, evaluate scenarios for waste diversion, estimate emissions reductions.                                                                            | LFG reduction estimates, scenario analysis, impact report.                             | January 2026 - February 2026  |
| <b>5. Report and Presentation</b>           | Prepare datasets, draft report, finalize report after feedback, provide GIS-ready data and visuals. Present findings to stakeholders and provide presentation materials. | Draft and final reports, GIS-ready data, charts, and tables, and one final slide deck. | January 2026 - April 2026     |

## Exhibit C

### Method of Payment

All services shall be performed to the satisfaction of the Department before payment is made. Payments shall be made by the Department within 45 days of invoice receipt and approval. Invoices shall be submitted to the Department for payment no more than once per month, shall specify the period of work being invoiced, and shall itemize tasks performed/completed during the invoice period. The budget for this project, as allocated in the table below, is not to exceed \$198,949. In the event that Federal funds are no longer available, general funds will not be requested to perform this work.

| Task                                                 | Budget           |
|------------------------------------------------------|------------------|
| Task 1 - Project Initiation and Management           | \$19,626         |
| Task 2 - Food Waste Generator Study                  |                  |
| Task 3 - Infrastructure Analysis                     | \$120,685        |
| Task 4 - Impact Analysis                             | \$15,631         |
| Task 5 - Draft Report, Final Report and Presentation | \$43,007         |
| <b>Total</b>                                         | <b>\$198,949</b> |

Task budgets may be modified if the increase is no more than 5% of the total project budget. Modifications to task budgets are subject to pre-approval by NHDES.

The Department may make partial payment where invoiced rates, mark-ups or work tasks are not in accordance with the contract rates, terms and conditions, or where the approved budget has been exceeded without the Department's written approval. Copies of marked-up invoices may be provided to the Contractor.

Changes to the Scope of Services require Department approval in advance. All work must be completed, and all invoices must be submitted to NHDES by the completion date listed on the contract agreement (Form number P-37, Section 1.7).

The billing address shall be as follows:

Attn: Jenny Mitchell  
New Hampshire Department of Environmental Services  
Solid Waste Management Bureau  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095

Invoices shall be approved by the Department's Contract Officer before payment is processed.

**CERTIFICATE OF AUTHORITY**

I, John David Lindeberg, hereby certify that:

I am a duly elected President of Resource Recycling Systems, Inc.

I participated in a formal Board of Directors meeting, duly called and held on December 11, 2024, at which a quorum of the Directors was present and voted that Brianne Haven in her role as COO/CFO is duly authorized on behalf of Resource Recycling Systems, Inc. to enter into contracts or agreements as an authorized signer for the company. In this position, Brianne Haven is duly authorized to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instrument; and any amendments, revisions, or modifications thereto, which may in his/her judgement be desirable or necessary to affect the purpose of this vote.

I hereby certify that said designation has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for the duration of this contract, or until such time as there is a change in the current ownership structure of the firm, whichever comes first. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the company in contracts with the State of New Hampshire, all such limitations are expressly stated herein.



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# State of New Hampshire

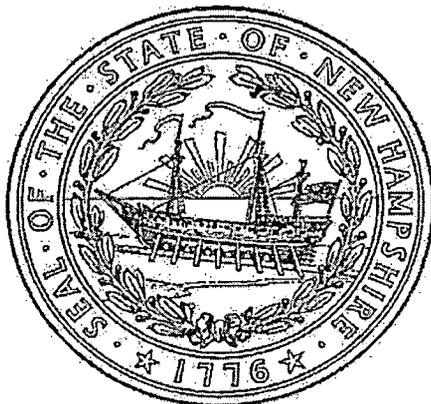
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that RESOURCE RECYCLING SYSTEMS, INCORPORATED is a Michigan Profit Corporation registered to transact business in New Hampshire on April 09, 2025. 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: 989874

Certificate Number: 0007179598



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of May A.D. 2025.

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

David M. Scanlan  
Secretary of State



AGENCY CUSTOMER ID: 00001894

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

|                                                        |           |                                              |  |
|--------------------------------------------------------|-----------|----------------------------------------------|--|
| AGENCY<br>Professional Concepts Insurance Agency, Inc. |           | NAMED INSURED<br>Resource Recycling Systems, |  |
| POLICY NUMBER                                          |           |                                              |  |
| CARRIER                                                | NAIC CODE | EFFECTIVE DATE:                              |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

State of New Hampshire Department of Environmental Services is named as Additional Insured as respects to the General Liability Policy and would apply so long as required within a written contract.