

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

DATE: 11/8/17

CONTRACT #: 8002250

NIGP CODE: 926 4500

CONTRACT FOR: Regulated Medical Waste/Disposal Contract

CONTRACTOR: AdvoWaste Medical Services LLC

VENDOR CODE #: 282732

SUBMITTED FOR ACCEPTANCE BY:


LORETTA RAZIN, PURCHASING MANAGER
BUREAU OF PURCHASE AND PROPERTY

DATE 11/8/17

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 11/9/17

APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, ADMINISTRATOR IV
BUREAU OF PURCHASE AND PROPERTY

DATE 11/9/17

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


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

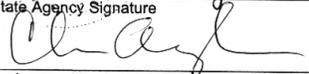
DATE 11/13/17

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name AdvoWaste Medical Services LLC VC# 282732		1.4 Contractor Address PO Square #810, Boston MA 02109	
1.5 Contractor Phone # 855-678-1098	1.6 Account Number	1.7 Completion Date October 31, 2021	1.8 Price Limitation \$72,000.00
1.9 Contracting Officer for State Agency Loretta Razin, Purchasing Manager		1.10 State Agency Telephone Number 603-271-0579	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Eric Sewel Neuman / Member	
1.13 Acknowledgement: State of New Jersey, County of Ocean On Nov. 3rd, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Miranda Darcy - Relationship Banker			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually

made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

Contractor Initials
Date 11-3-2017

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 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.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive 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; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or

Contractor Initials
Date 10-5-10

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

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials DN
Date 11-5-2017

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

AdvoWaste Medical Services LLC (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 Regulated Medical Services in accordance with the bid submission in response to State Request for Bid 1954-18 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 1954-18
- f. Attachment A: Other Locations
- g. Attachment B: Agency Contacts

3. TERM OF CONTRACT

This contract shall commence on the date approved by the Commissioner of Administrative Services and terminates on October 31, 2021, a period of approximately four (4) years.

4. SCOPE OF WORK

The scope of work shall include Regulated Medical Waste at the locations and other agencies/locations with an established pick-up schedule or as needed for the entire State of New Hampshire with all travel and transportation cost included.

The Contractor will respond to the agency's initial request within two (2) business days to schedule an appointment and complete the services within five (5) business days after receiving confirmation of location and product, or the Contractor shall submit a proposed schedule to the state agency requesting services at each facility.

All services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M (EST) unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the end user agency. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

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

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

the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

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

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

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

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

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

REGULATED MEDICAL WASTE:

The following items are the most common regulated medical waste items, but services shall not be limited to just those listed.

- Medications **other than** controlled substance as per (NH Code Admin Role Env-Sw 100-1100)
- Sharps (needles, vials, slides, lancets, blades, tubing with needle and etc...)
- Soft Waste (bloody gauze, gloves, tubing, dressings, etc)
- Cauterizers
- Fluorescein
- Compressed Gas Cylinders
- Fixatives and Preservatives
- Hazardous & Chemical Waste
- Batteries
- Radioactive
- Other soft waste

Hazardous Waste Rules are available at

<http://des.nh.gov/organization/commissioner/legal/rules/index.htm>. Other useful information, such as hazardous waste fact sheet can be obtained from DES's website at <http://www.des.nh.gov> or Public Information Center at 603-271-2975

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.

Scope of work:

The Contractor shall provide removal and disposal of Regulated Medical Waste, including transportation costs, from the following New Hampshire State agencies at the pick-up locations listed below. Regulated Medical Waste shall include bio-hazardous waste, infectious medical waste, medical waste, and pathological waste and other as listed above. This may not be an exclusive or all-encompassing list only considered partial list.

Agency	Section	Pick-up Location/Frequency
Dept. of Health & Human Services (DHHS)	Public Health Laboratories (PHL)	29 Hazen Drive, Concord, NH / bi-weekly – every other week
Dept. of Health & Human Services (DHHS)	New Hampshire Hospital (NHH)	36 Clinton Street, Concord, NH / bi-weekly - every other week
Department of Safety	Forensic Laboratory	33 Hazen Drive, Concord, NH / bi-weekly - every other week
NH Fish and Game Department	Headquarters	11 Hazen Drive, Concord, NH/2x per year
New Hampshire Veterans Home	New Hampshire Veterans Home	139 Winter Street, Tilton, NH / weekly
Dept. of Health & Human Services (DHHS)	Juvenile Justice Services	1056 N River Rd, Manchester, NH / 4x per year
Dept. of Health & Human Services (DHHS)	Glenclyff Home for the Elderly	393 High Street, Glenclyff, NH / 6x per year
Department of Corrections	State Prison for Men	281 N State Street, Concord, NH / monthly
Department of Corrections	State Prison for Women	(Currently) 317 Mast Road, Goffstown, NH. (Will be moving to State St, Concord in 2018) / quarterly (may change)
Department of Corrections	Northern NH Correctional Facility	138 East Milan Road, Berlin, NH / weekly
New Hampshire Retirement System	New Hampshire Retirement System	54 Regional, Concord NH/ quarterly
Dept of Revenue	Dept of Revenue	109 Pleasant Street, Concord NH / Bi-Monthly
Dept of Administrative Svc	State House Annex	25 Capitol Street, Concord NH / Quarterly
Welcome Centers	See Attachment A	Various locations / 2 X per year

The Contractor shall:

1. Provide all materials used in storage, packaging, transport and disposal of waste, including boxes, bags, tape, labels and manifest materials. Packaging materials, storage and disposal containers must be of sufficient structural integrity to prevent leaks and must be labeled and/or marked in accordance with federal, state, and local laws, rules and regulations.
2. Collect packaged waste from each State agency and location, according to agency specifications and transport waste to an approved treatment or disposal facility in a manner meeting all applicable federal, state and local laws and regulations.
3. Respond to emergency pickup requests within forty-eight (48) hours from receipt of a request.
4. Dispose waste in a manner meeting all applicable federal, state, and local laws, rules, and regulations regarding receipt, transport and disposal.
5. Prepare manifest documents for signature for each State agency by pick-up location and provide signed copies of manifests to each State agency by pick-up location to serve as tracking documents. Manifest must include, at a minimum: business name, address, and telephone number, date and weight in pounds of the waste picked up. It will be acceptable to submit the weight requirements after the pick-up is made. The agency shall receive a final manifest that includes the Manifest number, Date, Containers and Container Weight via e-mail or mail.
6. Provide training and support to each State agency to ensure end-user ability to access formulary information and including but not limited to proper methods of handling, segregating, and containing, packaging, labeling, and storing of infectious waste, at the start of the contract

Contractor Initials *ln*
Date 11-03-2017

period and if needed throughout the contract period. In support of EPA (40 CFR§ 265.16) and the DOT (49 § 172.702 and § 172.40) to ensure adherence to pharmaceutical waste disposal compliance regulations. Additionally if needed provide classroom education, super user education, on-line/WebEx education to all locations as needed.

7. Provide contact name and direct telephone number for notifying Contractor if additional packaging/storage supplies are needed, emergency/extra pick up of waste is needed, or if volume of waste is greater than expected.
8. Set up separate accounts for each agency pick-up location to include the proper agency name, service address, contact person and billing address and invoice on a monthly basis.
9. Develop a communication structure between each using agency and the Contractor's internal team to include, but not limited to regularly scheduled meetings, access to database, routine status reports and compliance, as well as discuss quality control, labeling, signage and educational components and changes.

Public Health Laboratories:

10. The Contractor shall collect and accept packaged waste from a locked secure area at 29 Hazen Drive, Concord, NH **biweekly** (once every 2 weeks). Accepted infectious wastes shall include:
a) waste associated with smallpox and SARS testing that has been autoclaved at NH PHL prior to being packaged for collection by Contractor; b) waste generated from rabies testing that has been segregated and packaged separately from other infectious waste and must be incinerated.

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #1954-18, as described herein, and under the terms of this Contract.

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

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

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

8. INSURANCE

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Contractor Initials
Date 11-03-2017

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

Contractor Initials *W*
Date 11-05-2017

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Regulated Medical Waste Disposal services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$72,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as October 31, 2021.

2. PRICING STRUCTURE

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

Description	11/1/17 - 10/31/18	11/1/18 - 10/31/19	11/1/19 - 10/31/20	11/1/20 - 10/31/21
Price per 4.5 cubic ft. box (includes handling, transportation, disposal and billing).	\$19.00	\$19.00	\$19.00	\$19.00

4. INVOICE

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

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

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

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

5. PAYMENT

Payments shall be made via Procurement Card.

Contractor Initials DU
Date 11-15-2017

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials OK
Date 11-03-2017

EXHIBIT D

RFB #1954-18 is incorporated here within.

Contractor Initials
Date 11-5-17

ATTACHMENT A - OTHER LOCATIONS

NH Welcome & Information Centers (Affili CKP)

Headquarters Main Contact: Jennifer Codispoti
Department of Business and Economic Affairs
172 Pembroke Road
Concord, NH 03302
603-271-2665

Pick up Locations:

Canterbury Welcome & Info Center
I-93 Northbound
Between Exits 18 and 19
Canterbury, NH 03224
Contact: Jennifer Codispoti Phone: 603-783-4194
Freq: 2 stops per year – every 6 months
Svc Hrs: All Year – M-F – 9:00 am - 9:00 pm

Hooksett Northbound Welcome & Info Center
530 West River Road
I-93 Northbound
Hooksett, NH 03106
Contact: Jennifer Codispoti Phone: 603-485-3019
Freq: 2 stops per year – every 6 months
Svc Hrs: All Year – M-F – 6:00 am – 10:00 pm

Hooksett Southbound Welcome & Info Center
25 Springer Road
I-93 Southbound
Hooksett, NH 03106
Contact: Jennifer Codispoti Phone: 603-485-3542
Freq: 2 stops per year – every 6 months
Svc Hrs: All Year – M-F – 6:00 am-10:00 pm

Intervale/North Conway Welcome & Info Center
3654 White Mountain Highway
Conway, NH 03846
Contact: Jennifer Codispoti Phone: 603-356-2769
Freq: 2 stops per year – every 6 months
Svc Hrs: All Year – MoThFr only – 10:00 am – 6:00 pm

Salem Welcome & Info Center
I-93 Northbound
Immediately north of the MA/NH state line
Salem, NH 03079
Contact: Jennifer Codispoti Phone: 603-893-4351
Freq: 2 stops per year – every 6 months
Svc Hrs: All Year – M-F – 24 hours

Sanbornton Welcome & Info Center
I-93 Southbound
1 mile south of Exit 22

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Sanbornton, NH 03269
Contact: Jennifer Codispoti Phone: 603-286-4650
Freq: 2 stops per year – every 6 months
Svc Hrs: All Year – M-F – 8:00 am - 8:00 pm

Seabrook Welcome & Info Center
I-95 Northbound
1/10 of a mile north of the NH/MA state line
Seabrook, NH 03874
Contact: Jennifer Codispoti Phone: 603-474-5211
Freq: 2 stops per year – every 6 months
Svc Hrs: All Year – M-F – 24 hours

Springfield Welcome & Info Center
I-89 Northbound
North of Exit 12A
Springfield, NH 03284
Contact: Jennifer Codispoti Phone: 603-763-9684
Freq: 2 stops per year – every 6 months
Svc Hrs: All Year – M-F – 9:00 am - 9:00 pm

Sutton Welcome & Info Center
I-89 Southbound
Approximately 1.5 miles south of Exit 10
Sutton, NH 03221
Contact: Jennifer Codispoti Phone: 603-927-4907
Freq: 2 stops per year – every 6 months
Svc Hrs: All Year – M-F – 9:00 am - 9:00 pm

Colebrook Welcome & Info Center
US Route 3
2 Dion Drive
Colebrook, NH 03576
Contact: Jennifer Codispoti Phone: 603-237-5390
Freq: 2 stops per year – every 6 months May through October
Svc Hrs: May through October – M-F – 8:00 am - 8:00 pm

Lebanon Welcome & Info Center
I-89 Southbound
South of Exit 19
Lebanon, NH 03766
Contact: Jennifer Codispoti Phone: 603-448-2409
Freq: 2 stops per year – every 6 months May through October
Svc Hrs: May through October – M-F – 8:00 am – 8:00 pm

Littleton Welcome & Info Center
2434 St Johnsbury Road
Littleton, NH 03561
Contact: Jennifer Codispoti Phone: 603-444-0125
Freq: 2 stops per year – every 6 months May through October
Svc Hrs: May through October – M-F – 8:00 am – 8:00 pm

Contractor Initials W
Date 11/3/2017

Seabrook Welcome & Info Center
I-95 Northbound
1/10 of a mile north of the NH/MA state line
Seabrook, NH 03874
Contact: Bill Hebert Phone: 603-474-5211
Freq: 6 stops per year – every 8 weeks
Svc Hrs: All Year – M-F – 24 hours

Springfield Welcome & Info Center
I-89 Northbound
North of Exit 12A
Springfield, NH 03284
Contact: Bill Hebert Phone: 603-763-9684
Freq: 6 stops per year – every 8 weeks
Svc Hrs: All Year – M-F – 9:00 am - 9:00 pm

Sutton Welcome & Info Center
I-89 Southbound
Approximately 1.5 miles south of Exit 10
Sutton, NH 03221
Contact: Bill Hebert Phone: 603-927-4907
Freq: 6 stops per year – every 8 weeks
Svc Hrs: All Year – M-F – 9:00 am - 9:00 pm

Colebrook Welcome & Info Center
US Route 3
2 Dion Drive
Colebrook, NH 03576
Contact: Bill Hebert Phone: 603-237-5390
Freq: 6 stops per year – every 8 weeks May through October
Svc Hrs: May through October – M-F – 8:00 am - 8:00 pm

Lebanon Welcome & Info Center
I-89 Southbound
South of Exit 19
Lebanon, NH 03766
Contact: Bill Hebert Phone: 603-448-2409
Freq: 6 stops per year – every 8 weeks May through October
Svc Hrs: May through October – M-F – 8:00 am – 8:00 pm

Littleton Welcome & Info Center
2434 St Johnsbury Road
Littleton, NH 03561
Contact: Bill Hebert Phone: 603-444-0125
Freq: 6 stops per year – every 8 weeks May through October
Svc Hrs: May through October – M-F – 8:00 am – 8:00 pm

ATTACHMENT B - AGENCY CONTACTS

Ms. Mary Holliday
Public Health Laboratories

Contractor Initials JK
Date 11-02-2017

NH Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301-6504
603-271-4450

Mr. Timothy Pifer
Forensic Laboratory
Department of Safety
33 Hazen Drive
Concord, NH 03305
603-271-3573

Ms. Jennica Barrera
New Hampshire Hospital
NH Department of Health and Human Services
36 Clinton Street
Concord, NH 03301
603-271-5300

Lynn Hardy
New Hampshire Veterans Home
139 Winter Street
Tilton, NH 03276
603-527-4871

Mr. Ron Laflamme
Juvenile Justice Services
NH Department of Health and Human Services
1056 North River Road
Manchester, NH 03104
603-625-5471/311

Ms. Donna Bixby
Glenclyff Home for the Elderly
NH Department of Health and Human Services
393 High Street
Glenclyff, NH 03238
603-989-3111

Ms. Carlene Ferrier
State Prison for Men, State Prison for Women & Northern NH Correctional Facility
Department of Corrections
105 Pleasant Street
Concord, NH 03302
Direct: 603-271-5141

Ms. Deb Kissell
New Hampshire Retirement System
Address Regional Drive, Concord, NH 03301
Telephone: 603.410.3500
direct line 603.410.3578

Ms. Trisha Gray

Contractor Initials AL
Date _____

NH Fish & Game
11 Hazen Drive, Concord NH 03301
Direct 603-271-2496

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Contractor Initials
Date 1-03 2007