

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

DATE: 10/17/2018

CONTRACT #: 8002411

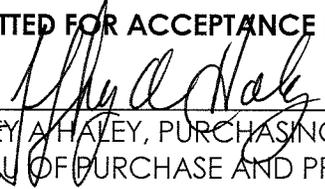
NIGP CODE: 968-7100

CONTRACT FOR: Solid Waste Removal

CONTRACTOR: Zero Waste & Recycling Services, Inc

VENDOR CODE #: 158166

SUBMITTED FOR ACCEPTANCE BY:



JEFFREY A. HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 10/18/18

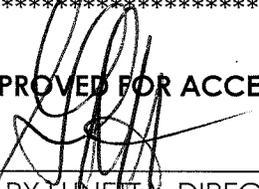
RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 10/18/18

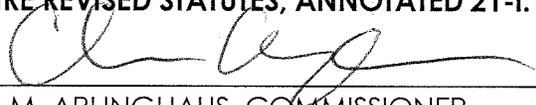
APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 10/18/18

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



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10-18-18

Subject: _____

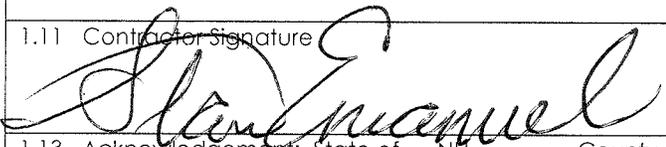
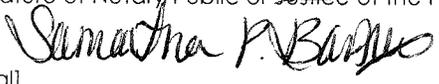
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

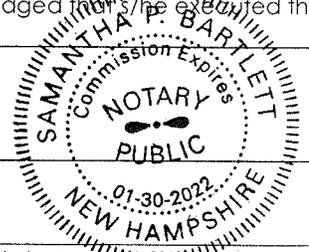
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name Zero Waste & Recycling Services Inc VC# 158166		1.4 Contractor Address 330 River Road, Bow, NH 03304	
1.5 Contractor Phone Number 603-234-7921	1.6 Account Number Various	1.7 Completion Date October 31, 2021	1.8 Price Limitation \$1,300,000.00
1.9 Contracting Officer for State Agency Jeffrey A Haley		1.10 State Agency Telephone Number 603-271-2202	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Stan Emanuel, President	
1.13 Acknowledgement: State of NH, County of Merrimack On 10/10/18, 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 Samantha P. Bartlett, Notary Public			
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) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) 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 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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.

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 91-A 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 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.

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

Zero Waste & Recycling Services Inc (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Solid Waste Removal Services in accordance with the bid/proposal submission in response to State Request for Bid 2105-19 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 2105-19

3. TERM OF CONTRACT

This contract shall commence on November 1, 2018 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on October 31, 2021, a period of approximately three (3) years.

4. SCOPE OF WORK

PERFORMING SERVICES:

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

- The Contractor(s) shall furnish solid waste dumpsters, as listed in Attachment A. And roll off dumpsters as listed in Attachment B, all supplies necessary to complete the service, as well as be responsible for the collection, transportation, and legal disposal of the solid waste at an approved site.
- The term "solid waste collection and removal services" shall include providing containers, pick-up, transportation and disposal of solid waste. The Contractor(s) shall make their own arrangements to dispose of the solid waste.
- Each facility/agency shall determine the pickup location(s), container size, type, and frequency of pick up; will call or scheduled day(s).
- All dumpsters must have closed tops.
- Bear-proof dumpsters may be required at some locations.
- Locks may be required and must be provided at NO EXTRA COST. Agencies shall make arraignments with the Contractor(s) for sites requiring locks.

- Locks that lost or broken due to negligent actions by State Agencies will be the agencies responsibility to replace.
- The Contractor(s) shall be responsible for the maintenance and repair of the containers at no additional cost to the State.
- The State reserves the right to request dumpsters that are deemed in disrepair, unsafe, or unsightly to be swapped out at no charge to the State.
- The Contractor(s) shall at all times be responsible for the safe, careful, and efficient operation of their equipment and shall comply with all safety regulations applicable to this operation.
- Equipment operators shall be experienced and capable and shall be licensed by the State to operate motor vehicles.
- Additional containers can be added or upgraded to the contract in the future as agreeable between the parties.
- The State reserves the right to change the size of the container, or the frequency of pick-up, for any of the locations throughout the term.
- Additional, on-call pick-up service shall be provided at the rates and prices for normal services as specified in offer section.
- A maximum fee of \$50.00 may be charged to State Agencies that request a contracted dumpster size be swapped for a different size. This fee will not be charged for initial can placement for awarded locations.
- Some State of New Hampshire locations own their own compactors that would require only hauling and disposal; some would require receiver box rental, hauling, and disposal. Agency contact will specify when requesting service.
- Response time for Will Call locations shall be within 72 hours once service call is requested.

Definitions:

- "Will Call" containers shall be placed on requested site and picked up within 72 hours of service call.
- "As Needed" refers to containers that shall be placed on site once requested by the utilizing location and emptied within 72 hours of service call. The containers shall not be left permanently on site unless requested and agreed upon by the agency and Contractor.
- Bi-weekly or every other week scheduled pick-ups shall be performed twenty-six (26) total pick-ups per year.
- Twice/month scheduled pick-ups shall be performed twenty-four (24) times per year.
- Monthly schedule pick-ups shall be performed twelve (12) times per year.
- Weekly schedule pick-ups shall be performed fifty-two (52) times per year.

- Quarterly schedule pick-ups shall be performed four (4) times per year.
- Twice/week schedule pick-ups shall be performed one-hundred four (104) times per year.
- Four/week schedule pick-ups shall be performed two-hundred eight (208) times per year.
- Every other month schedule pick-ups shall be performed six (6) times per year.

All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will 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 will be arranged by the requesting agency (State).

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

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

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

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

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

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

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

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2105-19, 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

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

9. CONFIDENTIALITY & CRIMINAL RECORD

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

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Solid Waste Removal 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 \$1,300,000; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.8.

2. PRICING STRUCTURE

DUMPSTERS PLACED AND TIPPED						
Location	Address	Town	Dumpster size (Cubic Yard)	Pick Up Schedule	Additional items	Price/Pick up \$
<i>Example</i>	<i>000 State Street</i>	<i>Anytown NH</i>	6	Will Call	<i>Bear Proof</i>	\$10.00
Patrol Shed 210	south side of NH 11, .6 miles east of Rte. 4	Andover	10	Bi-Weekly		\$83.40
Liquor Store #55 Bedford	9 Leavy Dr	Bedford	6	weekly	twice/week for month of Dec.	\$27.40
NH DOT District 5 Office	16 East Point Drive	Bedford	10	Will Call		\$59.40
Div. Safety Services, Boater Education	3 Higgins Drive	Belmont	2	Bi-weekly		\$17.40
Liquor Store #75 Belmont	15 Old State Road, Unit 1	Belmont	2	once/week		\$17.40
Patrol Shed 314	Jct Rte 106/Brown Hill Road	Belmont	10	weekly	need side doors on can	\$39.40
Boscawen Veterans Cemetery	110 Daniel Webster highway	Boscawen	6	Bi-Weekly		\$33.40
Patrol Shed 505	670 Rt. 3A	Bow	10	Will Call		\$59.40
Candia Circuit Court	110 Raymond Rd.	Candia	4	twice/month		\$29.40

Canterbury Rest Area	I-93 NB, north of Exit 18	Canterbury	10	Weekly May - Oct Bi-Weekly Nov - Apr		\$39.40
Liquor Store #12 Center Harbor	Route 25, 12 A Main Street, Senter's Marketplace, Unit #1	Center Harbor	8	2x month		\$39.40
Administrative Svcs Data Center	27 Hazen Drive	Concord	10	Weekly		\$39.40
Annex I	115 Pleasant Street	Concord	10	weekly		\$39.40
APS Building	36 Clinton Street	Concord	10	six times/week		\$57.40
Brown Bldg	129 Pleasant Street	Concord	10	Three/week		\$39.40
Concord Armory	1 Minuteman Way USPFO Bldg. A	Concord	6	weekly		\$29.40
Concord Armory	Warehouse Bldg. L	Concord	6	weekly		\$29.40
Concord Armory	Building AASF	Concord	6	weekly		\$29.40
Concord Armory	Admin. Bldg. C	Concord	8	weekly		\$34.40
Concord Armory	Maint. Shop Bldg. H	Concord	8	weekly		\$34.40
Concord Armory	Building 1 - JFHQ	Concord	8	twice/week		\$34.40
Concord Circuit Court	32 Clinton Street	Concord	8	Bi-Weekly		\$33.40
Concord Liquor Warehouse	50 Storrs Street	Concord	10	Twice/week		\$39.40
Department of Justice Bldg	33 Capitol Street	Concord	8	twice/week		\$33.40
Dept of Safety	41 Hazen Drive	Concord	10	twice/week		\$39.40
Dept of Safety - Fire Academy	98 Smokey Bear Blvd (aka 222 Sheep Davis Rd.)	Concord	8	weekly		\$33.40
Dept of Safety - Fire Academy	98 Smokey Bear Blvd (aka 222 Sheep Davis Rd.)	Concord	10	weekly		\$39.40
Dept of Safety State Police	139 Iron Works Rd	Concord	4	Bi-Weekly		\$22.40
Division of Historical Resources	19 Pillsbury Street	Concord	6	weekly		\$27.40
DMV Testing Building	23 Hazen Drive	Concord	10	Twice/week		\$39.40
Dolloff	117 Pleasant Street	Concord	8	twice/week		\$33.40
Emergency Operations Center	224 Sheep Davis Road	Concord	8	Three/week		\$33.40

Fish and Game	11 Hazen Drive	Concord	6	weekly		\$29.40
Fish and Game	11 Hazen Drive	Concord	6	weekly		\$29.40
Health & Human Services	29 Hazen Drive	Concord	10	Twice week T/F		\$46.40
Hills Avenue Warehouse	12 Hills Avenue	Concord	4	twice/week		\$22.40
Howard Recreation	99 Pleasant Street	Concord	10	three/week		\$39.40
Johnson Hall	107 Pleasant Street	Concord	10	weekly		\$39.40
Laundry	127 Pleasant Street	Concord	10	weekly		\$39.40
Liquor Store #1	80 Storrs Street	Concord	4	twice/week		\$22.40
Liquor Store #72 Concord	100 Fort Eddy Road	Concord	4	twice/week		\$22.40
Londergan Hall	101 Pleasant Street	Concord	10	twice/week		\$39.40
Lottery Commission	14 Integra Drive	Concord	10	Bi-Weekly	Dumpster must be a Dock style container	\$39.40
M&S Building (Dept. of Revenue)	109 Pleasant Street	Concord	10	weekly	New building	\$39.40
Main Bldg	105 Pleasant Street	Concord	10	twice/week		\$39.40
Mechanical Services (DOT) Concord Headquarters	226 Sheep Davis Road	Concord	8	Three/week		\$33.40
Morton Building (DOT)	7 Hazen Drive	Concord	8	Daily (M-F)		\$33.40
NH Employment Security Concord Office	45 South Fruit Street	Concord	10	Weekly		\$39.40
NH Police Standards & Training Council	17 Institute Drive	Concord	10	weekly		\$39.40
NH Retirement System	54 Regional Drive	Concord	6	weekly		\$27.40
NH State Prison Farm	312 North State Street	Concord	10	weekly		\$39.40
Philbrook	121 South Fruit St.	Concord	8	twice weekly		\$33.40
Pond Place	125 Pleasant Street	Concord	4	weekly		\$22.40
Records and Archives	71 South Fruit Street	Concord	10	Daily (M-F)		\$39.40
Revenue Building	64 South Street	Concord	8	twice/week		\$33.40
Safety, Department of	33 Hazen Drive	Concord	8	weekly	8 cy State Owned Compactor	\$55.40

Shea Farm House	60 Iron Works Road	Concord	10	weekly	Twice/wk March-April 30th 2012 only	\$39.40
Spaulding Hall	95 Pleasant Street	Concord	8	weekly		\$33.40
Structural Shop	65 South Fruit St	Concord	8	weekly		\$33.40
Supreme Court Building	Charles Dow Drive	Concord	6	Bi-Weekly		\$27.40
Thayer	97 Pleasant Street	Concord	10	three/week		\$39.40
Traffic bureau	18 smokey bear blvd a/k/a 220 sheep davis road	Concord	10	Bi-Weekly		\$39.40
Traffic bureau	18 smokey bear blvd a/k/a 220 sheep davis road	Concord	10	Bi-Weekly		\$39.40
Transitional Hsg (garages)	5 Howard Road	Concord	10	weekly		\$39.40
Twitchell	111 Pleasant Street	Concord	8	twice/week		\$33.40
Walker Building	21 South Fruit Street	Concord	10	Twice/week		\$39.40
Warehouse	131 Pleasant Street	Concord	4	weekly		\$22.40
Warehouse	131 Pleasant Street	Concord	8	Weekly		\$33.40
White Farm	144 Clinton Street	Concord	6	weekly		\$27.40
Liquor Store # 20 Derry	Derry Meadows Shoppes, 35 Manchester Rd.	Derry	2	weekly		\$17.40
Franklin Armory	300 S. Main St	Franklin	4	monthly		\$29.40
Liquor Store #17 Franklin	Franklin Shppng Ctr, 880 Central St.	Franklin	4	weekly		\$22.40
Gilford District 3 Office	From Laconia Bypass to Rt. 11A Exit, go East on Rt. 11A to Jct w/Sawmill Rd. Left at traffic lights	Gilford	4	weekly	4 CU YD DUMPSTER ONLY with lock and keys	\$22.40
Liquor Store #56 Gilford	Airport Plaza, 9D Lake Shore Drive, Unit #1	Gilford	6	weekly		\$27.40
Liquor Store #58 Goffstown	Shop N Save Plaza, 605 Mast Road	Goffstown	4	weekly		\$22.40
Hooksett Maintenance	Hackett Hill Rd	Hooksett	10	three/week		\$39.40
Liquor Store #4 Hooksett	1271 Hooksett Rd	Hooksett	6	weekly		\$27.40
Liquor Store #66 Hooksett	I-93 North, Route 3A	Hooksett	6	twice/week		\$27.40

Liquor Store #67 Hooksett	I-93 South, 25 Springer Road	Hooksett	10	weekly on Saturdays		\$39.40
Liquor Store #53 Hudson	Market Basket Shp Ctr, 212 Lowell Rd	Hudson	2	weekly	Twice weekly Dec – Jan	\$17.40
Department of Safety Emergency Comm	50 Communications Drive	Laconia	6	weekly		\$27.40
Laconia Maintenance Shop	202 Water Street	Laconia	4	weekly	7:00am to 3:30pm	\$22.40
Lakes Region Facility	1 Right Way Path	Laconia	4	Bi-Weekly		\$22.40
NH Employment Security Laconia Office	426 Union Ave	Laconia	4	Weekly		\$22.40
Liquor Store #61	137 Rockingham Road	Londonderry	4	Every other week		\$22.40
Liquor Store #74 Londonderry	5 Garden Lane	Londonderry	6	weekly		\$27.40
Patrol Shed 316	Rte 106, 2 mi. north of jct Rte 129	Loudon	6	weekly	need side doors on can	\$27.40
Calumet House	126 Lowell Street	Manchester	6	three/week		\$27.40
DHHS-Division for Juvenile Justice Services	1056 North River Road	Manchester	8	weekly		\$33.40
Hillsborough County Superior Court-North	300 Chestnut St	Manchester	6	Weekly		\$27.40
Liquor Store #10 Manchester	68 Elm Street	Manchester	4	twice/month		\$22.40
Manchester Armory	1059 Canal St.	Manchester	8	weekly		\$38.40
Manchester Armory	1059 Canal St.	Manchester	10	Will Call	estimated at no more than 40 pu/year	\$59.40
Manchester Circuit Court	35 Amherst Street	Manchester	6	Weekly		\$22.40
NH Employment Security	300 Hanover St	Manchester	6	Weekly		\$27.40
Patrol Shed 309	Parade Road, 2/5 mi. north of jct Pease Oak Hill Road	Meredith	6	weekly	need side doors on can	\$38.40
Liquor Store #59 Merrimack	Merrimack Shp Ctr, Dobson Way, Unit A	Merrimack	2	Weekly		\$17.40
Merrimack Maintenance	Rte 3, Between Exit 10 & 11 NB, Daniel Webster Highway	Merrimack	10	three/week		\$39.40

Hillsborough County Superior Court-South	30 Spring Street	Nashua	8	weekly		\$38.40
Liquor Store #27 Nashua	Market Place Plaza, 300 Main Street	Nashua	2	twice/month		\$17.40
Liquor Store #50 Nashua	294 Dw Highway Nashua, NH	Nashua	6	Bi-Weekly		\$27.40
Liquor Store #69 Nashua	27 Coliseum Avenue	Nashua	8	twice/week		\$33.40
Nashua Welcome Center/DMV/Easy Pass	F.E. Everett Turnpike, Exit 6, 110 Broad St	Nashua	10	weekly		\$39.40
NH Employment Security	6 Townsend West	Nashua	6	weekly		\$27.40
So Nashua Maintenance	243 Main Dunstable Rd (Exit 5)	Nashua	10	three/week		\$43.40
Liquor Store #44	325 NH Route 104	New Hampton	6	Weekly		\$27.40
Patrol Shed 214	east side of Rte. 114, on Dump Road	New London	6	Bi-Weekly		\$59.40
Pease ANG	100-Headquarters	Newington	6	Twice/Month		\$29.40
Pease ANG	Pease Tradeport 156-In-Door Range	Newington	4	Twice/month		\$24.40
Pease ANG	151-State Maint	Newington	4	weekly		\$24.40
Pease ANG	243-Fire Department	Newington	4	weekly		\$24.40
Pease ANG	16-Headquarters	Newington	6	twice/month		\$29.40
Pease ANG	145-Dining Hall	Newington	6	weekly		\$29.40
Pease ANG	145-Dining Hall	Newington	6	weekly		\$29.40
Pease ANG	157-Vehicle Maint	Newington	6	twice/month		\$29.40
Pease ANG	244-Avionics	Newington	6	twice/month		\$29.40
Pease ANG	245/249-Fuels /Age	Newington	6	twice/month		\$29.40
Pease ANG	252-Aircraft Maint	Newington	6	twice/month		\$29.40
Pease ANG	254-Aircraft Maint.	Newington	6	weekly		\$29.40
Pease ANG	254-Aircraft Maint.	Newington	6	weekly		\$29.40
Pease ANG	257-Flight Operations	Newington	6	weekly		\$29.40
Pease ANG	262-Supply Warehouse	Newington	6	weekly		\$29.40
Pease ANG	165- Bulk Ruel Storage	Newington	6	twice/month		\$29.40
Pease ANG	264-Squadron Operations (across from 257)	Newington	6	Weekly		\$29.40

Pawtuckaway State Park	128 Mountain Road	Nottingham	10	Weekly May 1- Oct 31	must be "bear proof"	\$68.40
Pawtuckaway State Park	129 Mountain Road	Nottingham	10	Weekly May 1- Oct 31	must be "bear proof"	\$68.40
Pawtuckaway State Park	130 Mountain Road	Nottingham	10	Weekly May 1- Oct 31	must be "bear proof"	\$68.40
Pawtuckaway State Park	131 Mountain Road	Nottingham	10	Weekly May 1- Oct 31	must be "bear proof"	\$68.40
Pawtuckaway State Park	132 Mountain Road	Nottingham	10	Weekly May 1- Oct 31	must be "bear proof"	\$68.40
Pawtuckaway State Park	133 Mountain Road	Nottingham	10	Weekly May 1- Oct 31	must be "bear proof"	\$68.40
Pawtuckaway State Park	134 Mountain Road	Nottingham	10	will call	must be "bear proof"	\$68.40
Liquor Store 81	619 Sand Pond Road	Pembroke	6	Bi-Weekly		\$27.40
Pembroke RTI	722 Riverwood Drive	Pembroke	10	Will Call		\$44.40
Pembroke RTI	722 Riverwood Drive	Pembroke	10	Will Call		\$44.40
Liquor Store #34 Salem	92 Cluff Crossing Rd	Salem	8	Weekly		\$33.40
NH Employment Security	29 South Broadway	Salem	6	Weekly		\$27.40
Sanbornton Rest Area	I-93 southbound at MM 61	Sanbornton	10	weekly May-Oct Bi-Weekly Nov-Apr	side doors on can	\$39.40
Springfield Rest Area	I89 NB north of Exit 12A	Springfield	10	weekly May-October, Bi-Weekly Nov-Apr		\$88.40
Sutton Rest Area	I-89 Southbound, approx. 1-mile south of Exit 10	Sutton	10	weekly May-October, Bi-Weekly Nov-Apr		\$88.40
Patrol Shed 313	Rte 140, 2.3 mi. west of Rte 106	Tilton	6	weekly	need side doors on can	\$29.40

ADDITIONAL SIZES

Location	Dumpster one size larger than specified (Cubic Yard)	Price/Pick up \$	Dumpster one size smaller than specified (Cubic Yard)	Price/Pick up \$
Example	8	\$12.00	4	\$8.00
Patrol Shed 210			8	\$83.40
Liquor Store #55 Bedford	8	\$37.40	4	\$27.40
NH DOT District 5 Office			8	\$59.40
Div. Safety Services, Boater Education	4	\$27.40		
Liquor Store #75 Belmont	4	\$27.40		
Patrol Shed 314			8	\$39.40
Boscawen Veterans Cemetery	8	\$43.40	4	\$33.40
Patrol Shed 505			8	\$59.40
Candia Circuit Court	6	\$39.40	2	\$29.40
Canterbury Rest Area			8	\$39.40
Liquor Store #12 Center Harbor	10	\$49.40	6	\$39.40
Administrative Svcs Data Center			8	\$39.40
Annex I			8	\$39.40
APS Building			8	\$57.40
Brown Bldg			8	\$39.40
Brown Bldg			8	\$39.40
Concord Armory	8	\$39.40	4	\$29.40

Concord Armory	8	\$39.40	4	\$29.40
Concord Armory	8	\$39.40	4	\$29.40
Concord Armory	10	\$44.40	6	\$34.40
Concord Armory	10	\$44.40	6	\$34.40
Concord Armory	10	\$44.40	6	\$34.40
Concord Circuit Court	10	\$43.40	6	\$39.40
Concord Liquor Warehouse			8	\$39.40
Department of Justice Bldg	10	\$43.40	6	\$33.40
Dept of Safety			8	\$39.40
Dept of Safety - Fire Academy	10	\$43.40	6	\$33.40
Dept of Safety - Fire Academy			8	\$39.40
Dept of Safety State Police	6	\$32.40	2	\$22.40
Division of Historical Resources	8	\$37.40	4	\$27.40
DMV Testing Building			8	\$39.40
Dolloff	10	\$43.40	6	\$33.40
Emergency Operations Center	10	\$43.40	6	\$33.40
Fish and Game	8	\$39.40	4	\$29.40
Fish and Game	8	\$39.40	4	\$29.40
Health & Human Services			8	\$46.40
Hills Avenue Warehouse	6	\$32.40	2	\$22.40
Howard Recreation			8	\$39.40

Johnson Hall			8	\$39.40
Laundry			8	\$39.40
Liquor Enforcement Bureau	4	\$27.40		
Liquor Store #1	6	\$32.40	2	\$22.40
Liquor Store #72 Concord	6	\$32.40	2	\$22.40
Londergan Hall			8	\$39.40
Lottery Commission			8	\$39.40
M&S Building (Dept. of Revenue)			8	\$39.40
Main Bldg			8	\$39.40
Mechanical Services (DOT) Concord Headquarters	10	\$43.40	6	\$33.40
Morton Building (DOT)	10	\$43.40	6	\$33.40
NH Employment Security Concord Office			8	\$39.40
NH Police Standards & Training Council			8	\$39.40
NH Retirement System	8	\$37.40	4	\$27.40
NH State Prison Farm			8	\$39.40
Philbrook	10	\$43.40	6	\$33.40
Pond Place	6	\$32.40	2	\$22.40
Records and Archives			8	\$39.40
Revenue Building	10	\$43.40	6	\$33.40

Safety, Department of	10	\$65.40	6	\$55.40
Shea Farm House			8	\$39.40
Spaulding Hall	10	\$43.40	6	\$33.40
Structural Shop	10	\$43.40	6	\$33.40
Supreme Court Building	8	\$37.40	4	\$27.40
Thayer			8	\$39.40
Traffic bureau			8	\$39.40
Traffic bureau			8	\$39.40
Transitional Hsg (garages)			8	\$39.40
Twitchell	10	\$43.40	6	\$33.40
Walker Building			8	\$39.40
Warehouse	6	\$32.40	2	\$22.40
Warehouse	10	\$43.40	6	\$33.40
White Farm	8	\$37.40	4	\$27.40
Liquor Store # 20 Derry	4	\$27.40		
Franklin Armory	6	\$39.40	2	\$29.40
Liquor Store #17 Franklin	6	\$32.40	2	\$22.40
Gilford District 3 Office	6	\$32.40	2	\$22.40
Liquor Store #56 Gilford	8	\$37.40	4	\$27.40
Liquor Store #58 Goffstown	6	\$32.40	2	\$22.40
Hooksett Maintenance			8	\$39.40

Liquor Store #4 Hooksett	8	\$37.40	4	\$27.40
Liquor Store #66 Hooksett	8	\$37.40	4	\$27.40
Liquor Store #67 Hooksett			8	\$39.40
Liquor Store #53 Hudson	4	\$27.40		
Department of Safety Emergency Comm	8	\$37.40	4	\$27.40
Laconia Maintenance Shop	6	\$32.40	2	\$22.40
Lakes Region Facility	6	\$32.40	2	\$22.40
NH Employment Security Laconia Office	6	\$32.40	2	\$22.40
Liquor Store #61	6	\$32.40	2	\$22.40
Liquor Store #74 Londonderry	8	\$37.40	4	\$27.40
Patrol Shed 316	8	\$37.40	4	\$27.40
Calumet House	8	\$37.40	4	\$27.40
DHHS-Division for Juvenile Justice Services	10	\$43.40	6	\$33.40
Hillsborough County Superior Court-North	8	\$37.40	4	\$27.40
Liquor Store #10 Manchester	6	\$32.40	2	\$22.40
Manchester Armory	10	\$48.40	6	\$38.40

Manchester Armory			8	\$59.40
Manchester Circuit Court	8	\$32.40	4	\$22.40
NH Employment Security	8	\$37.40	4	\$27.40
Patrol Shed 309	8	\$48.40	4	\$38.40
Liquor Store #59 Merrimack	4	\$27.40		
Merrimack Maintenance			8	\$39.40
Hillsborough County Superior Court-South	10	\$48.40	6	\$38.40
Liquor Store #27 Nashua	4	\$27.40		
Liquor Store #50 Nashua	8	\$37.40	4	\$27.40
Liquor Store #69 Nashua	10	\$43.40	6	\$33.40
Nashua Welcome Center/DMV/Easy Pass			8	\$39.40
NH Employment Security	8	\$37.40	4	\$27.40
So Nashua Maintenance			8	\$43.40
Liquor Store #44	8	\$37.40	4	\$27.40
Patrol Shed 214	8	\$69.40	4	\$59.40
Pease ANG	8	\$39.40	4	\$29.40
Pease ANG	6	\$34.40	2	\$24.40
Pease ANG	6	\$34.40	2	\$24.40
Pease ANG	6	\$34.40	2	\$24.40
Pease ANG	8	\$39.40	4	\$29.40

Pease ANG	8	\$39.40	4	\$29.40
Pease ANG	8	\$39.40	4	\$29.40
Pease ANG	8	\$39.40	4	\$29.40
Pease ANG	8	\$39.40	4	\$29.40
Pease ANG	8	\$39.40	4	\$29.40
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Pease ANG	8	\$39.40	4	\$29.40
Pease ANG	8	\$39.40	4	\$29.40
Pease ANG	8	\$39.40	4	\$29.40
Pease ANG	8	\$39.40	4	\$29.40
Pease ANG	8	\$39.40	4	\$29.40
Liquor Store 81	8	\$37.40	4	\$27.40
Liquor Store #34 Salem	10	\$43.40	6	\$33.40
NH Employment Security	8	\$37.40	4	\$27.40
Sanbornton Rest Area			8	\$39.40
Springfield Rest Area			8	\$88.40
Sutton Rest Area			8	\$88.40
Patrol Shed 313	8	\$39.40	4	\$29.40

3. INVOICE

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

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

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

4. PAYMENT

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Visa Credit Card) Unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>**

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions of this contract.

EXHIBIT D

RFB #2105-19 is incorporated here within.

Corporate Resolution

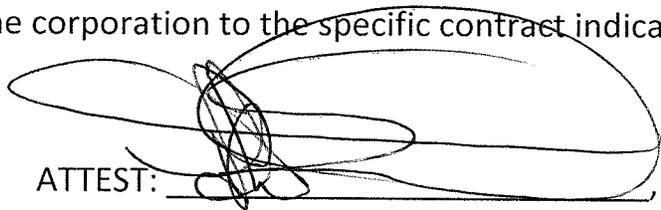
I, **Peter Emanuel**, hereby certify that I am duly elected Vice President of Zero Waste & Recycling Services Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 10, 2018 at which a quorum of the Directors/shareholders were present and voting.

Voted: That Stan Emanuel, President is duly authorized to enter a contract on behalf of Zero Waste & Recycling Services Inc with the State of New Hampshire and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that the vote has not been amended or repealed and remains in full force and effect as of October 10, 2018. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

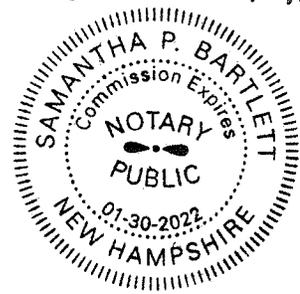
DATED: 10/10/2018

ATTEST:



Vice President

Samantha P. Bartlett



State of New Hampshire

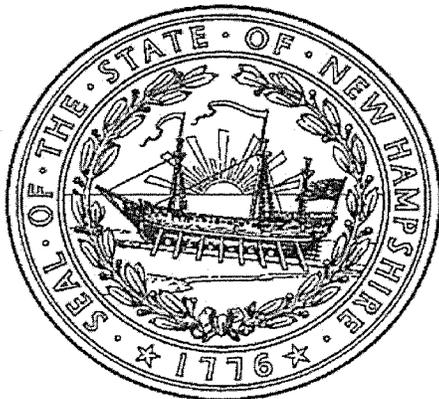
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ZERO WASTE & RECYCLING SERVICES INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 16, 1996. 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: 254288

Certificate Number : 0004191654



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of October A.D. 2018.

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

William M. Gardner
Secretary of State

