

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

DATE: April 29, 2020

COMMODITY: Recycling Collection Services

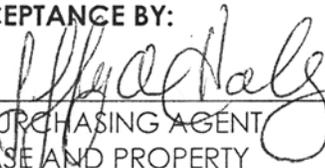
CONTRACT NO.: 8002685

NIGP: 926-7700

VENDOR: Casella Waste Management of MA, Inc.
53 Pelham Road
Salem, NH 03079

VENDOR #: 309952

SUBMITTED FOR ACCEPTANCE BY:



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

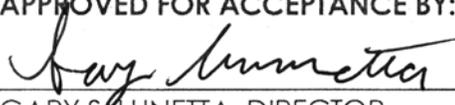
DATE 4/30/2020

RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE _____

APPROVED FOR ACCEPTANCE BY:

*  (CAS)

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 4/30/20

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


for _____
CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 4/30/20

.....

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials DM/A
Date 4.29.20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Casella Waste Management of Massachusetts, Inc (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Recycling Collection Services in accordance with the bid submission in response to State Request for Bid #2308-20 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2308-20

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2308-20."

3. TERM OF CONTRACT

This contract shall commence on May 1, 2020 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately two (2) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed four (4) years.

4. SCOPE OF WORK

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

Contamination Events

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

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

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

Containers:

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

All containers shall be onsite and ready for services to commence no later than the 1st day of May 2020, unless otherwise dictated by the agency site.

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

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

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

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

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

- Will Call: containers shall be placed on requested site and picked up (emptied) within 72 hours of each service call. For estimating purposes use an estimate of six (6) pick-ups per year.
- Monthly: twelve (12) pick-ups per year.
- Twice/month: twenty four (24) pick-ups per year.
- Weekly: fifty-two (52) pick-ups per year.
- Twice/weekly: one hundred four (104) pick-ups per year.

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

Locks may be required and shall be provided at NO EXTRA COST. Agencies shall make arraignments with the Contractor for sites requiring locks. Locks that lost or broken due to negligent actions by State Agencies will be the agencies responsibility to replace.

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

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

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

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

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

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

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

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

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

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

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 recycling collection services strictly pursuant to, and in conformity with, the specifications described in State RFB #2308-20, 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 C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide recycling collection services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$215,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Site	Service Address	City	Size (yds)	Frequency	Notes	Price/Pick up	Contamination Fee
Candia Courthouse	110 Raymond Rd	Candia	4	1x/ Month		\$51.78	\$45.00
Liquor Store #49	9 Plaistow Rd	Plaistow	10	2x/ Week		\$63.13	\$45.00

Site	Service Address	City	Size (yds)	Frequency	Price/Pick up	Monthly Rental Fee	Contamination Fee
Liquor Store #14	170 Marketplace Blvd. Unit #1	Rochester	40	1x/ Month	\$1,000.00	\$60.00	\$250.00
Liquor Store #34	92 Cluff Crossing Rd	Salem	40	2x/Month	\$485.00	\$60.00	\$125.00
Liquor Store #38	Portsmouth Circle	Portsmouth	40	2x/Month	\$885.00	\$60.00	\$250.00
Liquor Store #41	380 Lafayette Rd, Units D&E	Seabrook	40	1x/Week	\$1,000.00	\$60.00	\$250.00
Liquor Store #50	Willow Springs Plaza, 292 DW Highway, Ste #11	Nashua	40	2x/Month	\$485.00	\$60.00	\$125.00
Liquor Store #66	1-93 North Route 3A	Hooksett	40	2x/Month	\$485.00	\$60.00	\$125.00
Liquor Store #67	1-93 South 25 Springer Rd	Hooksett	40	2x/Month	\$485.00	\$60.00	\$125.00
Liquor Store #69	27 Coliseum Ave	Nashua	40	1x/Month	\$485.00	\$60.00	\$125.00
Liquor Store #73	1-95 Hampton South	Hampton	40	2x/Month	\$1,000.00	\$60.00	\$250.00
Liquor Store #74	Market Basket Plaza	Londonderry	40	1x/Month	\$485.00	\$60.00	\$125.00
Liquor Store #76	1-95 Hampton North	Hampton	40	2x/Month	\$1,000.00	\$60.00	\$250.00
Liquor Store #79	24 Calef Hwy, Brick Yard Square	Epping	40	1x/Month	\$485.00	\$60.00	\$125.00

3. INVOICE

Invoices shall be submitted monthly after completion of work to the State's Recycling Coordinator for all locations other than Liquor Commission and Department of Military Affairs and Veteran Services operated sites.

Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

Invoices shall be sent to:

For all Agencies other than the Liquor Commission and Department of Military Affairs and Veteran Services:

Dept. of Administrative Services
ATTN: Recycling Coordinator
25 Capitol Street, RM 106
Concord, NH 03301
Email: Recycling@nh.gov

And for the Liquor Commission:

Liquor Commission
ATTN: Accounts Payable
PO Box 503
Concord, NH 03302-0503

And for the Department of Military Affairs and Veteran Services:

Department of Military Affairs and Veteran Services
4 Pembroke Road
Concord, NH 03301

4. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

EXHIBIT D

RFB #2308-20 is incorporated here within.

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

Business ID: **574600**

Certificate Number: **0004902503**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY
(Corporations Only)

At a duly authorized meeting of the Board of Directors of Casella Waste Management of Massachusetts, Inc., it was voted that John W. Casella, President or David Allen, General Manager, are authorized to execute all contract documents related to the New Hampshire Department of Administrative Services' Recycling Collection (RFB 2308-20) Contract Award, in the name of and on behalf of Casella Waste Management of Massachusetts, Inc., on behalf of this Company, and affix its corporate seal hereto; and such execution of any application obligation in this Company's name and on its behalf; said obligation to be valid and binding upon this Company.

A True Copy Attested,

Company Name: Casella Waste Management of Massachusetts, Inc.

Address: 15 Hardscrabble Road

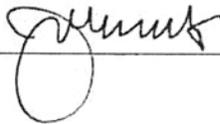
Auburn, MA 01501

Name & Title of Signatory: John W. Casella, President and Clerk

Date: April 28, 2020

I hereby certified that I am President and Clerk of Casella Waste Management of Massachusetts, Inc.; that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: _____



Contract # 8002685 Contract DESCRIPTION Name: Recycling Collection Services

Expire: April 30, 2022 Proposal # 2308-20

Contract Solicitation Checklist

Completed

Yes

No

Mgr Intials & or Program Mgr Initials

Access and review any/all current and previously audited documents for this Contract

1	What is the total spend associated with this contract? Be able to show spend from NH First, P-Card, and current vendor reported spend (Auditor may have already performed this process and in folder). Check and Double Check dates, formulas, and analysis for accuracy.			NA
	o Contract term			
	o Annual spend			
2	Internal Stakeholders: Reference the existing contract list to determine if DPSS Program Managers (R4, P-Card, Fleet, Merchant Cards, etc.) have a pre-determined special interest in the ongoing management and/or oversight of this contract or this type of contract . Confirm needs and special circumstances for the contract prior to proceeding with review and content considerations; Contract purposes often align in unique ways and serve to meet particular needs not immediately obvious. Program Managers will have proactive insights and may require unique levels of communication for a given contract. Provide a summary of such communicative outreach to include in the contract folder.	X		
2a	External Stakeholders: Refer to #2 above and document the involvement of subject matter experts from external agencies and end-user agencies that add input and value to contracts of this nature. Summarize the benefit of such collaboration.	X		
3	Contract and solicitation content/clarifications:			
	o Were there any amendments to the contract? Why? Incorporate into new specification or justification.			
	o Were there any addendums during the past solicitation? Why? Incorporate into new bid or justification.	X		Clarification only
	o Were any NO-Bids received? Why?			
4	What was the past contract term? What was the rationale for this timeframe and does it make sense in the current market? Should you increase/decrease term.		NA	
5	Have there been any changes in the market over the past term? How might those changes alter your recommendation for renewal? Where were these changes brought to light?			NA
6	Is this contract a candidate for a Group Purchasing Organization (GPO) such as NASPO? What is the benefit for your recommendation?		X	
7	How was the past contract awarded? Does this award make sense under current market conditions?	X		
8	Can an estimated usage or frequency of service be defined/forecasted accurately? If so eliminate the estimated contract value in its entirety.		X	
9	Does the market condition dictate the need to allow price escalation on this contract? Is there a fixed benchmark that can be used and is recognized by all participants? (i.e. USDA Consumer Price Index, London Metals Exchange, OPIS, etc.) If no benchmark exists provide a historical assessment of price changes over the past contract term and make recommendation for a "cap". All escalation allowances shall have a maximum cap of 6% annually or 3% semiannually unless justification and benchmarks are provided as shown below.		X	
10	Review the Audits and accounting and usage reporting provisions of the contract. Does it capture the information necessary based upon the product or service? Alter to reflect the necessary information, delivery method, and frequency in which the information is to be compiled.	X		
11	Review the current payment method. Is this contract a candidate for mandatory P-Card payment? Summarize.	X		
12	Have the agency contacts reviewed and made changes to the specifications? Have there been any industry/technology changes in the market?	X		
12a	SPACEHOLDER: Insert Language for Green Procurement Considerations			
13	Is the offer list complete? Does it reflect all frequently ordered products and services? If "balance of product line" has been ordered and confirmed by both Vendor and Agency - consider adding those items to the OFFER SECTION for new bid document. If "balance of product line" is allowed explain what percentage of total spend equates to this category.	X		
14	Is this contract necessary for disaster recovery or support efforts under ESF?		X	
15	Review all existing supporting documents and attachments for accuracy and clarity. Are the documents relevant and necessary for a new contract solicitation?	X		
16	Evaluate other States, towns, municipalities, government entities for similar contracts (GovWin) for additional specifications/clarification.	X		
	o Are solicitations and contract documents available?		X	
	o What was the approach taken by these groups and how does this change/reaffirm your recommended approach?			NA
	Are there resources available to aid in the creation of a new solicitation or resulting contract?	X		
	o Have you researched IBIS world?	X		

17	o Does GovWin have any similar contracts posted?		X	
	o What other resources are available? (industry publication, global financial market reports, State/Governmental oversights, etc.).	X		
18	Do you have enough information to support your recommendation of new bid, extension or cancellation of contract? If you are recommending an extension, perform an RFI to support your findings or to compile the additional information necessary to complete the contract process. If bidding out, the above items are for brainstorming and updates to specs.	X		
19	Move "Contract" folder from CONTRACT AUDIT listing to COMPLETED folder upon approval.	X		

Sample Clause;

The successful Vendor(s) may request price increases during the term of the contract on a semiannual basis, however price increase for any product shall not be in excess of percentages as reported by the London Metals Exchange (LME) or other industry index's as determined by the State. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable.

Updated Published Price List MUST be e-mailed to Purchasing Agent@das.NH.Gov

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2020

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

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

PRODUCER Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279	CONTACT NAME: Amanda Mercier PHONE (A/C, No, Ext): (802) 223-8072 E-MAIL ADDRESS: casella@nwjinsurance.com	FAX (A/C, No): (802) 223-7515
	INSURER(S) AFFORDING COVERAGE	
INSURED Casella Waste Management of Massachusetts, Inc. 53 Pelham Road Salem NH 03079	INSURER A: Lexington Insurance Co. NAIC # 19437	
	INSURER B: Old Republic Insurance Co. 24147	
	INSURER C: The Cincinnati Casualty Company 28665	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Salem 2020#2 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			082695204	04/30/2020	04/30/2021	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90			MWTB 311995 20	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 311994 20	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			MWZX 315503 20	04/30/2020	04/30/2021	\$2M Excess \$5M Auto Liability 2,000,000
C	Excess Auto Liability			EXS0575546	04/30/2020	04/30/2021	\$3M Excess \$7M Auto Liability 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Mathew.Stanton@nh.gov State of New Hampshire Administrative Services Bureau of Purchase & Property 25 Capitol St, Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Timothy Ayer/NBOIVI
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