

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

NOTICE OF CONTRACT

DATE: 6/27/14

COMMODITY: CONTRACT – SERVICES – REGULATED MEDICAL WASTE

NIGP CODE: 926-4500

CONTRACT #: 8001566

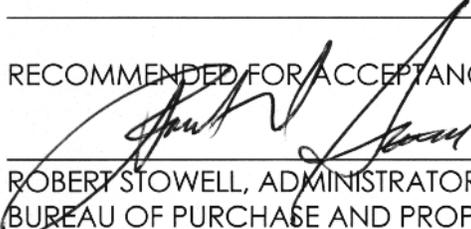
COMPANY NAME: STERICYCLE, INC. CONTRACTOR ID# 175482  
28161 N KEITH DRIVE  
LAKE FOREST IL, 60045

SUBMITTED FOR ACCEPTANCE BY:

  
ALAN HOFMANN, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 6/27/14

RECOMMENDED FOR ACCEPTANCE BY:

  
ROBERT STOWELL, ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

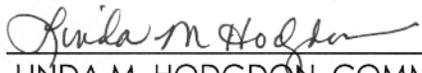
DATE 6/30/14

ENDORSED FOR ACCEPTANCE BY:

  
MICHAEL P. CONNOR, DEPUTY COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 6/30/14

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

  
LINDA M. HODGDON, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 7/1/14

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Company Name: STERICYCLE INC  
Address: 4010 Commercial Ave  
NORTH BROOK IL 60062

To: Point of Contact: **ALAN HOFMANN**  
Telephone: (603)-271- 2550  
Email: prchweb@nh.gov

RE: **Bid Invitation Name: CONTRACT-SERVICES-REGULATED MEDICAL WASTE REMOVAL AND DISPOSAL**  
**Bid Number: BID 1631-14**  
**Bid Opening Date and Time: JUNE 13, 2014 @ 1:30 PM**

Dear ALAN HOFMANN:

[Insert name of signor] Stephanie Richter on behalf of STERICYCLE INC [insert name of entity submitting bid (collectively referred to as "BIDDER") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to **BID #1631-14** for Services - REGULATED MEDICAL WASTE REMOVAL AND DISPOSAL.  
Contract(s) at the price(s) quoted herein in complete accordance with the bid.

Stephanie is authorized to legally obligate STERICYCLE INC  
Print Signor Name Print Company Name

Bidder attests to the fact that:

1. The bidder has reviewed and agreed to be bound by the bid.
2. The bidder has not altered any of the language or other provisions contained in the bid document.
3. The Bid is effective for a period of 180 days from the Bid submission deadline of Date.
4. The prices bidder has quoted in the Bid were established without collusion with other bidders.
5. The Bidder has read and fully understands this bid.

Bidder's official point of contact is: Stephanie Richter  
Telephone: 606-918-3744 Email: GovernmentalService.com Fax: 800-507-8052  
Authorized Signor's Name Printed Stephanie Richter  
Authorized Signor's Signature Stephanie Richter  
COUNTY: COOK STATE: IL ZIP: 60062

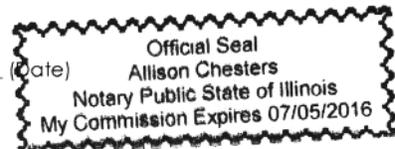
NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 10th day of June, 2014, there appeared before me, the state and county foresaid a person who satisfactorily identified Stephanie Richter and acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

Allison Chesters  
(Notary Public/Justice of the Peace)

My commission expires: 7/5/16



**REQUEST FOR BID FOR A CONTRACT TO PROVIDE SERVICES FOR  
REGULATED MEDICAL WASTE REMOVAL AND DISPOSAL  
FOR THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

This is a request for bid issued by the Department of Administrative Services (DAS) Division of Plant and Property Management, is to establish a contract(s) for REGULATED MEDICAL WASTE REMOVAL AND DISPOSAL SERVICES for all State facilities in accordance the requirements of this bid invitation and any resulting contract(s).

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate at their discretion. In doing so, they are entitled to the prices established under the contract(s). However, they are responsible for their association with the successful bidder. The State of New Hampshire assumes no liability of any kind between the successful bidder and any of these entities.

**SPECIFICATIONS:**

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the bidder shall address all requirements for information as outlined.

**BIDDERS RESPONSIBILITY:**

The successful bidder shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract(s).

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of State and will not be returned to the bidder. Regardless of the bidders selected, State reserves the right to use any information presented in a bid response. The content of each bidder's bid shall become public information once a contract(s) has been awarded.

Complete bids shall be filled out on original bid format. Bidders may submit additional paperwork with pricing, but all pricing shall be on bid and in the State's format.

**LIABILITY:**

The State shall not be held liable for any costs incurred by the bidder in the preparation of their bid or for work performed prior to contract(s) issuance.

**CERTIFICATE OF INSURANCE:**

Bidders awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation.

**CONTRACT(S) TERMS AND CONDITIONS:**

The bidder's signature on a bid submitted in response to this bid guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the bidder.

The form contract(s) P-37 included herein shall be part of this bid and the basis for the contract(s). The successful bidder and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the bidder's offer.

The term of the contract shall be from the date of award through **June 30, 2017**, a period of approximately 3 years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful bidder and the Bureau of Purchase and Property, with the approval of the Commissioner of the Department of Administrative Services; however the contract shall not exceed a period of more than five (5) years.

### **PUBLIC DISCLOSURE OF BID SUBMISSIONS:**

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, bidders acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

### **TERMINATION:**

The State of New Hampshire shall have the right to terminate the contract(s) at any time by giving the successful bidder a thirty (30) day written notice.

### **BIDDER CERTIFICATIONS:**

**ALL** Bidders **SHALL** be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Bidder **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/vendor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

### **INVOICING:**

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

**BID INQUIRIES:**

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to ALAN HOFMANN, Purchasing Agent, Bureau of Purchase and Property, at [alan.hofmann@nh.gov](mailto:alan.hofmann@nh.gov), or Telephone number: 603-271-2550. All requests shall be submitted five business days prior to bid opening date.

Bidder shall include complete contact information including the bidders name, telephone number and fax number and e-mail address.

**BID DUE DATE:**

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on transmittal letter of this bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred and eighty (180) days from the bid due date. A bidder's disclosure or distribution of Bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

**BIDDER(S) OPPORTUNITY:**

Bidder(s) may also make site visits to any location they chose to bid on if applicable. Bidder(s) are responsible for having ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites knowledge of conditions affecting delivery performance. The act of submitting a bid is to be considered in full acknowledgment that the Bidder(s) is familiar with the conditions and requirements of these specifications.

**BIDDER'S RESPONSIBILITY:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.} and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Bidder Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://admin.state.nh.us/purchasing/index2.asp>

It is a prospective Bidder's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Bidder(s)'s responsibility to access our website for any posted addendum.

The website is update several times per day; it is the responsibility of the prospective Bidder(s) to access the website frequently to ensure no bidding opportunity or addenda are overlooked.

It is the prospective Bidder's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

**INSTRUCTIONS TO BIDDER(S):**

Read the entire bid invitation prior to filling it out. In the preparation of your bid response you shall:

- Complete the pricing information in the "Offer" section
- Complete all other required information on your officer
- Complete the "Bidder(s) Contact Information" section
- Complete the company information on the "General Conditions and Instructions" page, and sign the bid in the space provided on that page.

**IF AWARDED A CONTRACT,** The bidder must complete the following sections of the attached agreement State of New Hampshire Form #P-37;

- Section 1.3 Contractor(s) Name
- Section 1.4 Contractor(s) Address
- Section 1.11 Contractor(s) Signature
- Section 1.12 Name & Title of Contractor(s) Signor
- Section 1.13 Acknowledgement
- Section 1.13.1 Signature of Notary Public or Justice of the Peace
- Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above on Page 2.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

**BID SUBMISSION:**

This bid may have been delivered to you in a facsimile or web based format. Bidder shall return their signed complete hard copy or complete fax copy offers to the Bureau of Purchase and Property before the date and time above in "Bid Submission".

Submission of bid in its entirety via mail or email ([prchweb@nh.gov](mailto:prchweb@nh.gov)) to:

ALAN HOFMANN, Purchasing Agent  
NH Bureau of Purchase and Property  
25 Capitol Street - Room 102  
Concord NH 03301

**Bid responses shall be marked as:**

State of New Hampshire BID 1631-14

Due Date: JUNE 13 @ 1:30 PM

REGULATED MEDICAL WASTE REMOVAL AND DISPOSAL SERVICES

**AWARD:**

The award will be made to the responsible bidder(s) meeting the criteria established in this RFB and providing the lowest cost unless other criteria are noted in the Bid.

**THE LOWEST COST WILL BE THE COMBINED TOTALS FOR THE THREE (3) FISCAL YEARS**

The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price.

Any resulting contract(s) shall become effective on the date approved by the Commissioner of Department of Administrative Services for the State of New Hampshire.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results will not be given by telephone. For bidder's wishing to attend the bid opening: only the names of the vendors submitting responses will be made public. Specific response information will not be given out. Bid results will be made public after final approval of the contract(s) and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

**Bid results may also be viewed on our website at <http://www.state.nh.us/purchasing/bid.asp>.**

**OBLIGATIONS and LIABILITY OF THE BIDDER:**

The bidder shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Bidder shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

The bidder shall take all responsibility for the work under this contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The bidder shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

**PERFORMING SERVICES:**

The bidder will perform all services according to the requirements and specifications of this bid and the New Hampshire Department of Administrative Services.

## **SCOPE OF SERVICES:**

The scope of work shall include Regulated Medical Waste Removal and Disposal, at the locations and other agencies/locations as needed for the entire State of New Hampshire.

The bidder will respond to the agency's initial request within 2 business days to schedule an appointment and complete the services within 5 business days after receiving confirmation of location and product. Or the bidder shall submit a proposed schedule to the state agency requesting services at each facility. Bidders may also make site visits to any locations they wish to bid on if applicable. The act of submitting a bid shall be considered in full acknowledgment that the bidder is familiar with or had the opportunity to become familiar with, the conditions and requirements of these specifications with ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites relating to this bid.

All services performed under this Contract(s) 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. No premium charges will be paid for any off-hour work.

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

The bidder agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the bidder's employees, equipment or supplies. The bidder shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the bidder 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 bidder.

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

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

While on State property, employees shall be subject to 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 bidder shall furnish all personnel with uniforms, which shall be neat and clean in appearance with identification that is visible at all times.

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

If **sub-contractors** are to be utilized, please include 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.

**SCOPE OF WORK**

The Contractor shall provide removal and disposal of Regulated Medical Waste 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.

<b>Agency</b>	<b>Section</b>	<b>Pick-up Location/Frequency</b>
Dept. of Health & Human Services (DHHS)	Public Health Laboratories (PHL)	29 Hazen Drive, Concord, NH / bi-weekly
Dept. of Health & Human Services (DHHS)	New Hampshire Hospital (NHH)	36 Clinton Street, Concord, NH / bi-weekly
Department of Safety	Forensic Laboratory	33 Hazen Drive, Concord, NH / bi-weekly
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	317 Mast Road, Goffstown, NH / monthly
Department of Corrections	Northern NH Correctional Facility	138 East Milan Road, Berlin, NH / weekly
New Hampshire Retirement System		54 Regional, Concord NH/ quarterly

The bidder 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.
6. Provide training to each State agency at the start of the contract period and if needed throughout the contract period including but not limited to proper methods of handling, segregating, and containing, packaging, labeling, and storing of infectious waste.
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.

**Public Health Laboratories:**

9. The Contractor shall collect and accept packaged waste from a locked secure area at 29 Hazen Drive, Concord, NH **biweekly**. 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.

**Estimate of Annual Waste**

1. The estimate of annual waste is based on a box of regulated medical waste, 18" X 18" X 24" or 4.5 cubic feet, with a weight of less than 50 lbs.

Section	Location	Estimated Boxes Per Year
Public Health Laboratories	29 Hazen Drive, Concord, NH	650
New Hampshire Hospital	36 Clinton Street, Concord, NH	210
Forensic Laboratory	33 Hazen Drive, Concord, NH	175
New Hampshire Veterans Home	139 Winter Street, Tilton, NH	160
Juvenile Justice Services	1056 N River Rd, Manchester, NH	50
Glenclyff Home for the Elderly	393 High Street, Glenclyff, NH	100
State Prison for Men	281 N State Street, Concord, NH	36
State Prison for Women	317 Mast Road, Goffstown, NH	12
Northern NH Correctional Facility	138 East Milan Road, Berlin, NH	48
New Hampshire Retirement System	54 Regional, Concord NH	4

**OFFER:** The undersigned hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

FY 2015 WILL START JULY 1, 2014 AND END ON JUNE 30, 2015  
 FY 2016 WILL START JULY 1, 2015 AND END ON JUNE 30, 2016  
 FY 2017 WILL START JULY 1, 2016 AND END ON JUNE 30, 2017

Bid Per Box	FY 2015	FY 2016	FY 2017	Total
Price per 4.5 cubic ft. box (includes handling, transportation, disposal and billing).	15.00 PER BOX	15.00 PER BOX	15.75 PER BOX	
	+ 15.00- min STOP	+ 15.00 min STOP	+ 15.75 min STOP	

## AGENCY CONTACTS

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Ms. Mary Holliday  
Public Health Laboratories  
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

Mr. Phillip Wright  
New Hampshire Hospital  
NH Department of Health and Human Services  
36 Clinton Street  
Concord, NH 03301  
603-271-5752

Mr. Jon Bossey  
New Hampshire Veterans Home  
139 Winter Street  
Tilton, NH 03276  
603-527-4452

Mr. Scott Maclean  
Juvenile Justice Services  
NH Department of Health and Human Services  
1056 North River Road  
Manchester, NH 03104  
603-625-5471

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. Donna Maltais  
State Prison for Men, State Prison for Women & Northern NH Correctional Facility  
Department of Corrections  
105 Pleasant Street  
Concord, NH 03302

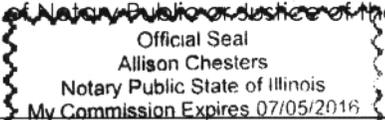
Ms. Deb Kissell  
New Hampshire Retirement System  
Address Drive, Concord, NH 03301  
Telephone: 603.410.3500  
direct line 603.410.3578

**SAMPLE P37 ONLY – MUST BE COMPLETED PRIOR TO ANY CONTRACT AWARD**

Subject: CONTRACT – SERVICES – REGULATED MEDICAL WASTE REMOVAL AND DISPOSAL

**1.0 AGREEMENT: THE STATE OF NEW HAMPSHIRE AND THE BIDDER HEREBY MUTUALLY AGREE AS FOLLOWS:  
GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name ADMINISTRATIVE SERVICES- BUREAU OF PURCHASE AND PROPERTY		1.2 State Agency Address STATE HOUSE ANNEX 25 CAPITOL STREET, ROOM 102 CONCORD NH 03301	
1.3 Vendor Name <i>Stericycle Inc</i>		1.4 Vendor Address <i>4010 Commercial Ave Northbrook, IL 60062</i>	
1.5 Vendor Phone # <i>800-978-3744</i>	1.6 Account Number	1.7 Completion Date JUNE 30, 2017	1.8 Price Limitation
1.9 Contract(s)ing Officer for State Agency ALAN HOFMANN		1.10 State Agency Telephone Number 603-271-2550	
1.11 Vendor Signature <i>Stephanie Richer</i>		1.12 Name and Title of Vendor Signatory <i>Stephanie Richer / Gov. Specialist</i>	
1.13 Acknowledgement: State of <i>Illinois</i> County of <i>Cook</i> On <i>June 10, 2014</i> , 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]		<i>Allison Chesters</i>	
1.13.2 Name and Title of Notary of Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
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 VENDOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall 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 Vendor 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(S) PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor 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 Vendor 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 Vendor further agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor shall not hire, and shall not permit any subvendor 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 Contract(s)ing 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 Contract(s)ing 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 Vendor 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 Vendor 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 Vendor notice of termination;

8.2.2 give the Vendor 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(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3 set off against any other obligations the State may owe to the Vendor 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 Vendor shall deliver to the Contract(s)ing 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(s) 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. VENDOR'S RELATION TO THE STATE.** In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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/SUBCONTRACT(S).** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Vendor 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 Vendor. 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 Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subvendor 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing 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 fifteen (15) 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 endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing 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 Vendor, or any subVendor or employee of Vendor, 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 Vendor.

**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.

**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.

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

**ADDENDUM #1 TO BID INVITATION #1631-14**

DATE OF BID OPENING: 6/13/14      TIME OF BID OPENING: 1:30PM (EST)

FOR: **CONTRACT – SERVICES – REGULATED MEDICAL WASTE REMOVAL AND DISPOSAL**

**E-mail or hard copy mail is the only acceptable methods of submission:  
Hard copy in form of hand delivery or Mailings to:  
25 Capitol Street, Room 102, Concord NH 03301.  
No fax Submissions will be accepted  
E-mail: prchweb@nh.gov**

CLARIFY THE FOLLOWING INFORMATION: Please note the following clarifications:

PAGE 7 - ITEM 5

Or:

It will be acceptable to submit the weight requirement 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.

NOTE: IN THE EVENT THAT YOUR BID INVITATION HAS BEEN SENT TO THIS OFFICE PRIOR TO RECEIVING THIS ADDENDUM, RETURN ADDENDUM WITHIN THE SPECIFIED TIME WITH ANY CHANGES YOU MAY WISH TO MAKE AND MARK ON THE REMITTANCE ENVELOPE BID INVITATION NUMBER AND OPENING DATE. RETURNED ADDENDA WILL SUPERSEDE PREVIOUSLY SUBMITTED BID.

BIDDER SteriCycle Inc ADDRESS 4010 Commercial AVE. NORBROOK, IL  
BY Stephanie Richter 60062  
(This document must be signed)

Stephanie Richter TEL. NO. 815.978.3744  
(Please type or print name)

Please visit: [WWW.Admin.State.NH.US/Purchasing/Vendorresources.ASP](http://WWW.Admin.State.NH.US/Purchasing/Vendorresources.ASP)  
(Click on "Bid, Proposals...") for complete bid and addendums.

Alan Hofmann, Purchasing Agent  
Telephone 603 -271-2550  
E-mail: alan.hofmann@nh.gov



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/03/2014

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).

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C : Allied World National Assurance Company</td> <td>10690</td> </tr> <tr> <td>INSURER D : Hartford Insurance Company of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER E : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B : Hartford Fire Insurance Company	19682	INSURER C : Allied World National Assurance Company	10690	INSURER D : Hartford Insurance Company of the Midwest	37478	INSURER E : Twin City Fire Insurance Company	29459	INSURER F :
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INSURER F :																

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-004946368-01                      **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		EG 1932356	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		83 CSE S13402 (AOS) 21 CSE S13403 (PR) 83 CSE S13404 (HI) 'PHYSICAL DAMAGE - SELF INSURED'	06/01/2014 06/01/2014 06/01/2014	06/01/2015 06/01/2015 06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		0305-0836	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N <input checked="" type="checkbox"/> N/A	83 WN S13400 (AOS) 83 WBR S13401 (WI)	06/01/2014 06/01/2014	06/01/2015 06/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
A	Pollution Legal Liability		PLS 13187560	06/01/2014	06/01/2017	EACH OCCURRENCE 10,000,000 GENERAL AGGREGATE 10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 State of New Hampshire, its officers, agents, employees, and servants are included as additional insured under the general liability policy as their interest may appear, but only to the extent such status is required by their written contract or written agreement with the Named Insured.

<b>CERTIFICATE HOLDER</b> Public Health Laboratories 29 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b> 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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[Name Appeal Process](#)

**Receive your Annual Report Notice by email!**

*You asked and we delivered!* To receive your Annual Report Reminder Notice by email, click [here](#) to complete the online request form.

**Who needs to file?** If your entity is registered as a Corporation, Limited Liability Company, Professional Corporation, Professional LLC, Limited Liability Partnership, New Hampshire Investment Trust, Consumer Cooperative, Cooperative Marketing and Rural Electrification Association, you need to file annually.

Note: You will need your Business Identification Number to enroll. If you do not have it handy, you may easily look it up by using our [Business name Lookup](#) tool.

Search Type: Starting With  
 Search Date: 6/2/2014

Search Criteria: stericycle  
 Search Time: 14:09

Click on the Entity Name or Business ID to view more information.

Entity Name	Business ID	Type	Entity Status	Entity Creation Date
<a href="#">STERICYCLE, INC.</a>	250620	Corporation	Good Standing	6/21/1996

Records Returned 1 to 1

**Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Stericycle, Inc.</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) <b>28161 N Keith Drive</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Lake Forest, IL 60045</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>										
- -										
<b>Employer identification number</b>										
3	6		-	3	6	4	0	4	0	2

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>1-1-2014</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**Stericycle®**  
Protecting People. Reducing Risk.™

4010 Commercial Ave.  
Northbrook, IL 60062

*Protecting People  
Reducing Risk*

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**NH Bureau of Purchase and Property  
25 Capitol st, Room 102  
Concord, NH 03301**

**Bid #: 1631-14  
Due Date: 6/13/2014**

**Dear Alan Hofmann :**

On behalf of Stericycle, Inc., I am pleased to present you with the enclosed proposal for regulated medical waste management services. We welcome the challenge to contribute to the success of your plans and appreciate this opportunity.

What has made Stericycle successful from the start is our dedication to our mission and vision. Our corporate mission is to combine integrated solutions with superior customer service to promote safety, compliance and risk management for our customers. For you, this translates to the kind of service you expect, a committed, stable partner who will ensure the ease of operations in your facility and the ecologically sound disposal of your medical waste reliably — on time and on budget. This translates to you as a long-term commitment to finding solutions that will make your business run easier, more compliant, and more efficient.

Stericycle takes pride on being the expert in the industry for one reason - because it has made our service that much more comprehensive and valuable. We remain committed to excellence, safety and regulatory compliance while providing the highest quality of medical waste disposal services available today.

\*Stericycle's vendor # is 175482 for the state of New Hampshire

Thank you again for your time and consideration.

*Stephanie Richter*

Government Specialist

4010 Commercial Ave

Northbrook, IL 60062

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**Stericycle**  
Protecting People. Reducing Risk.™

**Stericycle, Inc.**

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**Stericycle**  
Protecting People. Reducing Risk.™

## REGULATED MEDICAL WASTE ACCEPTANCE POLICY

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information. You may also call (866) 783-7422.

### REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including \*controlled substances; bulk chemotherapy, waste containing mercury or other heavy metals; batteries of any type; cauterizers; non-infectious dental waste; chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle **cannot accept** bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle **cannot accept** these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

### WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

### MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any non-conforming waste identified in route to or at a Stericycle location may be returned to the generator for proper packaging or disposal. Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

## STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

### ACCEPTED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

### ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Trace Chemotherapy, Contaminated Waste - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines
- Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen (decanted or formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RCRA hazardous material by the generator. **Excludes** all DEA scheduled drugs, including controlled substances\*
- **California Only** - Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone

### REGULATED MEDICAL WASTE NOT ACCEPTED BY STERICYCLE

- Untreated Category A Infectious Substances
- RCRA Hazardous Pharmaceutical Waste and all DEA controlled drugs, including controlled substances\*
- Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer
- Hazardous Waste - Drums or other containers with a hazard warning symbol, batteries and other heavy metals
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Any Mercury Containing Material or Devices - Any mercury thermometers, Sphygmomanometers, lab or medical devices
- Mercury-Containing Dental Waste - Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules

\*Consult Stericycle Representative for specific requirements

Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at (866) 783-7422.



*State of New Hampshire*

State House Annex  
25 Capitol Street  
Concord, New Hampshire 03301

DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PURCHASE & PROPERTY

Robert Stowell  
Administrator  
603/271-3606

Michael Connor, Deputy Commissioner

The State of New Hampshire is soliciting bid requests for:

**BID #1631-14**

**BID FOR: CONTRACT-SERVICES-REGULATED  
MEDICAL WASTE REMOVAL & DISPOSAL**

**DUE: JUNE 13, 2014 @ 1:30 PM EST**

Please go to the State of New Hampshire, Department of Administrative Services,  
Bureau of Purchase and Property Website at:

[http://admin.state.nh.us/purchasing/bids\\_posteddte.asp](http://admin.state.nh.us/purchasing/bids_posteddte.asp)

Download the BID document by pulling down the list under "Search by Bid #", click on **Bid #1631-14** to highlight, click on "Search" to bring up Bids & Proposals page of bid, scroll down and select "download document here" (all specifications sheets and plans are included in this document). Please be sure to check this site before your bid submission for any addendums that may have been issued.

**Sincerely,**

**Alan Hofmann**  
**Purchasing Agent**  
**Telephone: 603-271-2550**  
**Fax: 603-271-7564**  
**E-mail: alan.hofmann@nh.gov**