

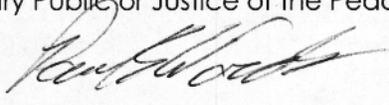
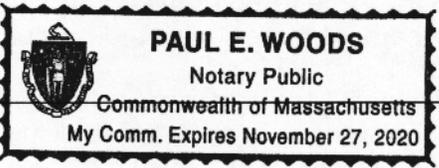
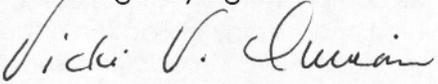
Subject: Electronic Waste Collection & Removal

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---------------------------|---|-------------------------------------|
| 1.1 State Agency Name State of New Hampshire Administrative Services | | 1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301 | |
| 1.3 Contractor Name Electronix Redux | | 1.4 Contractor Address 282 Dedham St. Unit 2 Norfolk, MA 02056 | |
| 1.5 Contractor Phone Number 508-384-1112 | 1.6 Account Number N/A | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$50,000.00 |
| 1.9 Contracting Officer for State Agency Paul A. Rhodes, Financial & Purchasing Analyst | | 1.10 State Agency Telephone Number 603-271-3350 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Michael G. Sawyer, VP/Treasurer | |
| 1.13 Acknowledgement: State of _____, County of _____ On July 21, 2015, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  | |  | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Paul E. Woods Notary Public | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____ | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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.

- Contractor shall be responsible for the collection, transportation, recycling and legal disposal of the electronic waste at an approved site.
- Contractor shall furnish all supplies necessary to complete the services.
- Supplies provided by Contractor are to include corrugated boxes, totes/gaylords, etc. as requested for storage of loose items, such as mice, cables, wires, etc. These items shall be supplied at no additional cost.
- The term "Electronic Waste Collection and Removal" shall include providing trailers, pick-up, transportation, recycling and disposal of waste. Contractor shall make arrangements for legal recycling.
- Contractor shall at all times be responsible for the safe, careful, and efficient operation of its equipment and shall comply with all safety regulations applicable to this operation.
- Items to be collected shall be for all electronic items, excluding laptop computers; computers (personal computers, mainframes, mid-range computers, etc.); networking equipment (hubs, switches, control cards, etc.); computer monitors; televisions, printers; keyboards; mice; adaptors; stereos; speakers; VCRs; scanners, fax machines; copiers; telephones and telephone systems; audio visual equipment; scientific and laboratory equipment; computer wire and cable; computer drives and storage devices (floppy drives, CD ROMs, hard drives); power supplies; circuit boards; scrap aluminum; (machine and machine parts, cable extrusions, etc.); scrap copper (cable, pipe, etc.); UPS (uninterrupted power supply) batteries; and all other related computer and electronic equipment.
- Items shall not include items containing refrigerants or other hazardous liquids/gasses, or other appliances.
- Contractor shall provide scale tickets with weights of each commodity and provide a certificate of recycling.
- Contractor shall adhere to a zero landfill policy and provide a certificate of disposal/recycling with each invoice.
- Contractor shall provide monthly reports of all items picked up. Reports shall include, at minimum, tonnage, date of pick up, scale tickets, and certificates of disposal/recycling.
- All items shall be recycled. Contractor shall comply with all federal, state, and local laws, rules, and regulations regarding recycling.
- CRT monitors/televisions shall be deconstructed in the United States. Full units shall not be sent overseas for disposal.

All items shall be picked up at:

White Farm – NH Surplus
 144 Clinton St.
 Concord, NH 03301

Contact: John Supry (603) 271-3239

All services performed under the Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M, local time, Monday through Friday, excluding federal or state holidays, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. Premium charges shall not be paid for any off-hours work.

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

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide electronic waste collection and removal services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of **\$50,000.00**; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as September 30, 2018.

PRICING:

| Description | Cost/LB | Rebate/LB |
|--|----------------|------------------|
| Unsorted Electronic Equipment | | \$0.04 |
| CRT Televisions | \$0.05 | |
| CRT Monitors | \$0.05 | |
| LCD Televisions and Monitors | | \$0.10 |
| Computer Equipment (CPU, laptops, servers, etc.) | | \$0.20 |

INVOICE

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

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

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

REMIT FOR REBATE / INVOICE PAYMENT PACKAGE

ALL rebate payment packages shall be mailed to:

Dept. of Administrative Services
RM 418
25 Capitol Street
Concord, NH 03301

Under no circumstances shall payment for any material picked up or dropped off under this solicitation and any resulting contract be made to any state agency other than the one stated above.

REBATE PAYMENT OR INVOICING:

▪ **REBATE PAYMENT PACKAGE SHALL INCLUDE:**

- Rebate/invoices submitted with thirty (30) calendar days of pick-up.
- Rebate check. (all payments shall be made by company or bank check, no cash)
- Weigh slips for each commodity weighed (statement of hauling)
- Statement on company letterhead clearly showing the quantity in gross pounds for each commodity picked up.
- Date and physical location of the pick-up.
- Contract cost/reimbursement per LB (depending on commodity).
- Gross, tare and net weights
- Adjustment / reason

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 Electronix Redux Corp a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on July 16, 2015. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of July, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Casey W Sawyer, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of Electronix Redux Corp.
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on July 17, 2015.
(Date given authority)

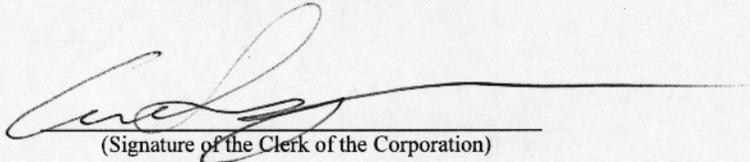
RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Administrative Services, for the provision of Electronic Waste Collection and Removal services.

RESOLVED: That the VP/Treasurer
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

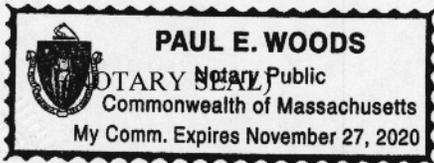
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of July 21, 2015.
(Date Contract Signed)
4. Michael G Sawyer (is/are) the duly elected VP/Treasurer
(Name of Contact Signatory) (Title of Contract Signatory)

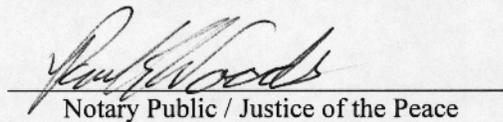
of the Corporation.


(Signature of the Clerk of the Corporation)

STATE OF Massachusetts
County of Norfolk

The foregoing instrument was acknowledged before me this 21st day of July, 2015, by Casey Sawyer.
(Name of person signing above, Clerk of the Corporation)




Notary Public / Justice of the Peace

Commission Expires: November 27, 2020



CERTIFICATE OF LIABILITY INSURANCE

| |
|--------------------------------|
| DATE (MM/DD/YYYY) 7/13/2015 |
|--------------------------------|

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 The Driscoll Agency, Inc. 74 Gilman Rd P.O. Box 1388 Bangor ME 04401 | CONTACT NAME: PHONE (A/C, No. Ext): 207-947-7345 FAX (A/C, No): 207-945-6793 E-MAIL ADDRESS: ltasker@crossagency.com | |
| | INSURER(S) AFFORDING COVERAGE INSURER A : Nautilus Ins. Co. INSURER B : Arbella Mutual Ins Co INSURER C : Travelers Ins. Co. INSURER D : Hanover Ins Group INSURER E : INSURER F : | NAIC # |
| INSURED 221796 Electronix Redux Corp. Casey Sawyer 282 Dedham Street Unit 2 Norfolk MA 02056 | | |

COVERAGES **CERTIFICATE NUMBER: 108997632** **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 INSR | SUBR 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 Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | ECP2013212-10 | 11/13/2014 | 11/13/2015 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,000 |
| | | | | | | | MED EXP (Any one person) | \$5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COM/POP AGG | \$2,000,000 |
| | | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 1020034833 | 10/8/2014 | 10/8/2015 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ | | | FFX2013213-10 | 11/13/2014 | 11/13/2015 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | AGGREGATE | \$1,000,000 |
| | | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | IKUB-4350T83914 | 11/13/2014 | 11/13/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER MA and NH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 | |
| D | Property | | | RHN-A450522-00 | 11/13/2014 | 11/13/2015 | BPP | 106,140 |

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

RE: State of New Hampshire NH State Surplus (White Farm) 144 Clinton Street Concord, NH 03301

| | |
|---|---|
| CERTIFICATE HOLDER State of NH, Department of Administrative Services - Bureau of Purchase and Property 25 Capitol St - State House Annex RM 102 Attn: Paul Rhodes 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 <i>Grace Authroized Signature</i> |
|---|---|