

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

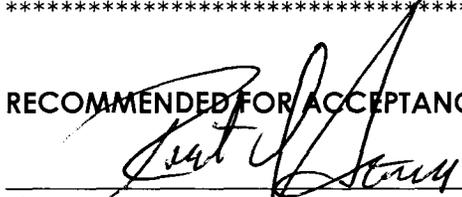
DATE: 9/4/15  
CONTRACT #: 8001861  
CONTRACT FOR: Recycling Collection and Removal Services  
NIGP CODE: 968-7700  
CONTRACTOR: Pinard Waste Systems, Inc. VENDOR CODE # 174128 P001

SUBMITTED FOR ACCEPTANCE BY:

  
KAREN DORSETT, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

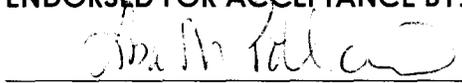
DATE 9/4/15

RECOMMENDED FOR ACCEPTANCE BY:

  
ROBERT STOWELL, ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

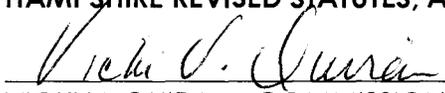
DATE 9/8/15

ENDORSED FOR ACCEPTANCE BY:

  
LISA M. POLLARD, DIRECTOR  
PROCUREMENT & SUPPORT SERVICES

DATE 9-8-15

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

  
VICKI V. QUIRAM, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9-9-15

NOTE: This contract is in result of Bid 1777-16 for a statewide contract for Recycling Removal & Disposal. This contract will be in effect from October 1, 2015 through October 31, 2016 with a twenty-four month option to renew. Total spend from previous year for this service was \$120,000 (multiple contracts). Prices for this service increased due to limited recycling facilities and change in the pricing structure.

Subject: Recycling Removal & Disposal

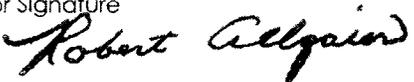
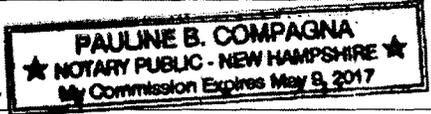
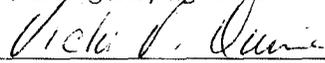
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire, Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capital Street, Concord, NH 03301	
1.3 Contractor Name Pinard Waste Systems, Inc. VC: 174128 P001		1.4 Contractor Address PO Box 5048, Manchester, NH 03108	
1.5 Contractor Phone Number (603) 765-7152	1.6 Account Number	1.7 Completion Date October 31, 2016	1.8 Price Limitation \$44,000.00
1.9 Contracting Officer for State Agency Karen Dorsett, Purchasing Agent		1.10 State Agency Telephone Number (603) 271-3146	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert Allgaier Pres.	
1.13 This agreement: State of <u>New Hampshire</u> County of <u>Merrimack</u> 8-17-15 before the undersigned officer, personally appeared the person identified in block 1.12, or I hereby certify that 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 			
1.13.2 Name and Title of Notary or Justice of the Peace Pauline B Compagna			
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) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## EXHIBIT A

### **PURPOSE**

Pinard Waste Systems, Inc.(hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Pinard Waste Systems, Inc. Services in accordance with the proposal submission in response to State Request for Proposal# 072015 and described herein.

### **TERM**

This contract shall commence on October 1, 2015 and terminates on October 31, 2016. The Contract may be extended for an additional twenty-four (24) months thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the Contract (including all extensions) cannot exceed thirty-seven (37) months.

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

### **DAMAGE**

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

### **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED**

#### **TRANSACTIONS**

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

### **CONFIDENTIALITY & CRIMINAL RECORD**

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

### **INSURANCE**

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

### **SCOPE OF WORK**

The Contractor will perform all services according to the requirements and specifications of the contract:

- The Contractor will furnish recycling dumpsters and totes, as listed in Exhibit B, all supplies necessary to complete the service, as well as be responsible for the collection, transportation, and legal disposal of the recycling contents at an approved site.
- The Contractor will be responsible for the maintenance and repair of the containers at no additional cost to the State.

- Additional on-call pick-up service will be provided at the same prices for normal services as specified in Exhibit B.
- Recycling Removal & Disposal shall be completed in a reasonable time frame as mutually agreed upon with agency and vendor.
- All services performed under any contract(s) resulting from the bid will be performed between the hours of 7:00 A.M. and 5:00 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 shall be paid for any off-hour work. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
- The term "recycling removal and disposal" includes providing containers, pick-up, transportation and disposal of recycling material. The Contractor will make its own arrangements to dispose of the recycling material.
- Locks may be required and will be provided at NO EXTRA COST.
- Recycling dumpsters and totes will be provided by the Vendor at the locations listed in Exhibit B.
- The State reserves the right to change the size of the container, or the frequency of pick-up, for any of the locations throughout the term of the contract in the future as agreeable between the parties. The Contractor may also suggest "right sizing" varying in sizes and/or frequency to each location for cost effectiveness. All requests for change shall be made by the Contracting Officer.
- The contents of each collection bin shall be paper/cardboard, mixed recyclables (glass, aluminum cans, plastic bottles, etc.), or single stream as listed in Exhibit B.

Definitions:

- Will Call: containers shall be placed on requested site and picked up within 72 hours of service call, estimate six (6) pick-ups per year for pricing purposes.
- Every other month or bi-monthly: six (6) pick-ups per year.
- Monthly: twelve (12) pick-ups per year.
- Twice/month: twenty four (24) pick-ups per year.
- Every other week or Bi-weekly: twenty-six (26) pick-ups per year.
- Weekly: fifty-two (52) pick-ups per year.
- Twice/weekly: one hundred four (104) pick-ups per year.
- Four/week: two hundred eight (208) pick-ups per year.

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

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

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose

continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

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

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

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

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

If sub-contractors are to be utilized, 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.

**EXHIBIT B**

**CONTRACT PRICE**

The Contractor hereby agrees to provide recycling removal and disposal services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$44,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as October 31, 2016.

Location	Address	City	Size	Frequency	Frequency/Year	Type	Price/Pick up \$
Liquor Store #21 Peterborough	Peterborough Plaza Ste #1 19 Wilton Rd.	Peterborough	4yd	Weekly	52	Single Stream Recycling	\$80.00
Liquor Store #48 Hinsdale	Route 119	Hinsdale	2yd	Weekly	52	Single Stream Recycling	\$65.00
Liquor Store #63 Winchester	Suite 1, 30 Warwick Rd	Winchester	4yd	Weekly	52	Single Stream Recycling	\$80.00
NH National Guard- Hillsborough	140 West Main Street	Hillsborough	4yd	Monthly	12	Single Stream	\$85.00

**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 invoice or rebate payment packages shall be mailed to:

-For all Agencies other than the Liquor Commission-

Dept. of Administrative Services  
RM 113A  
25 Capital Street  
Concord, NH 03301

-Or for the Liquor Commission-

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

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

**REBATE PAYMENT OR INVOICING:**

Rebates may be included in the invoice for the location that month.

• **REBATE PAYMENT PACKAGE SHALL INCLUDE:**

- Rebate packages shall be done on a monthly basis.
- 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 letter head clearly showing the quantity in gross tons or lbs. for each commodity picked up.
- Date, State agency and agency physical location where the pick-up was located.
- Contract price per LB (depending on commodity) for rebate.
- A copy of the Index postings for the date of pick up for all commodities to support the transaction value
- Gross, tare and net weights
- Adjustment / reason
- Rebates shall be due within 30 days of container pick up.

**EXHIBIT C**

**SPECIAL PROVISIONS**

Delete Paragraph 14.1.1 and substitute the following: "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 \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and".

**CERTIFICATE OF VOTE**

(Corporation with Seal)

I, Alan Dunn Chairman of the Board of the  
(Corporation Representative Name) (Corporation Representative Title)  
Renard Waste System Co Inc do hereby certify that:  
(Corporation Name)

(1) I am the duly elected and acting Chairman of the Board of the  
(Corporation Representative Title)  
Renard Waste System Co Inc a New Hampshire corporation (the  
"Corporation");  
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

17 day of Aug, 2015, which meeting was duly held in accordance with  
New Hampshire law and the by-laws of the Corporation:  
(State of Incorporation)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain Waste Removal services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Robert Allgair President Name

\_\_\_\_\_ Vice President Name

\_\_\_\_\_ Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Board  
(Title)

of the Corporation and have affixed its corporate seal this 17 day of Aug, 2015.

Chairman of the Board  
(Title)

(Seal)  
STATE OF New Hampshire  
COUNTY OF Merrimack

On this the 17 day of Aug, 2015 before me Alan Durm, the undersigned officer,  
personally appeared [Signature], who acknowledge her/himself to be the

Chairman of The Board Penaid Waste, a corporation, and that  
she/he, as  
(Title) (Name of Corporation)

such Chairman of the Board being authorized to do so, executed the foregoing instrument for the  
(Title)

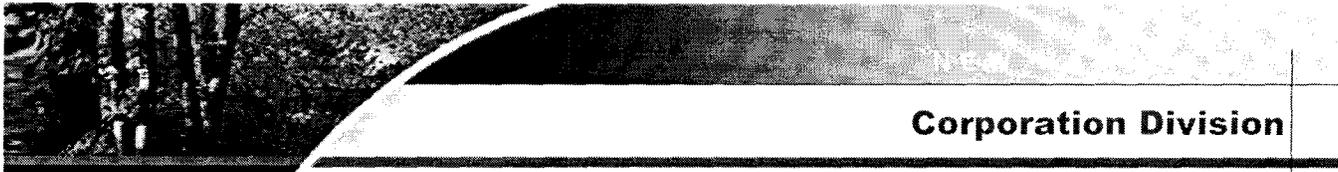
purposes therein contained, by signing the name of the corporation by her/himself as

[Signature]

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Pauline B. Compagna  
Notary Public/Justice of the Peace

My Commission Expires **PAULINE B. COMPAGNA**  
**NOTARY PUBLIC - NEW HAMPSHIRE**  
My Commission Expires **May 9, 2017**



## Corporation Division

- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

**Date:** 8/14/2015  
 (Annual Report History, View Images, etc.)

### Filed Documents

#### Business Name History

Name	Name Type
Pinard Waste Systems Co., Inc.	Legal
E. CHARLES PINARD TRUCKING CO., INC.	Prev Legal

#### Corporation - Domestic - Information

**Business ID:** 21382  
**Status:** Good Standing  
**Entity Creation Date:** 5/8/1974  
**Principal Office Address:** 32 W River Road  
 Hooksett NH 03106  
**Principal Mailing Address:** PO Box 5048  
 Manchester NH 03108  
**Last Annual Report Filed Date:** 2/19/2015  
**Last Annual Report Filed:** 2015

#### Registered Agent

**Agent Name:** Delyani, Anthony, Esq  
**Office Address:** 100 Market Street S301  
 Portsmouth NH 03801

#### Mailing Address:

**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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2015

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Lisa Nolan, CPCU
	PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: lnolan@crossagency.com
INSURED Pinard Waste Systems, Inc. P. O. Box 5048 Route 3A Manchester NH 03108	INSURER(S) AFFORDING COVERAGE
	INSURER A: Fireman's Ins. Co. of Washington
	INSURER B: Acadia Ins Co.
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 15-16 All lines 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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual per form CG 0001 (12/07) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA0037333-28	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAA0037332-29	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUA0037334-28	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
GL blanket additional insured on a primary & non-contributory basis & GL blanket waiver of subrogation when required by written contract provided per Acadia policy form AICG65 (08/08).

CERTIFICATE HOLDER State of NH Administrative Services State House Annex, Room 102 25 Capitol Street 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 R Kennedy/JSC <i>Richard J Kennedy</i>



P.O. Box 3898  
 Concord, NH 03302-3898  
 (603) 224-7337

## CERTIFICATE OF INSURANCE

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.

**This is to certify that:**      Pinard Waste Systems Co., Inc.      **Certificate #:** 158  
    PO Box 5048  
    Manchester, NH 03108

Is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE      NH

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*				
	Extended				
	Policy Term				
Workers' Compensation	01/01/2015-01/01/2016		P000370NHMTA2015	Bodily Injury By Accident	\$1,000,000
Employers Liability				Bodily Injury by Disease Policy Limit	\$1,000,000
				Bodily Injury by Disease Each Person	\$1,000,000

ADDITIONAL COMMENTS

\*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

**NOTICE OF CANCELLATION:** (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

State of NH - Department of  
 Administrative Services  
 Bureau of Purchasing & Property  
 25 Capitol Street, Room 102  
 Concord, NH 03301

\_\_\_\_\_  
 Authorized Representative

Concord, NH	603-224-7337	09/02/2015
Office	Phone Number	Date Issued