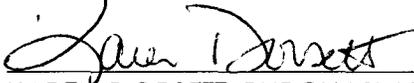


STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

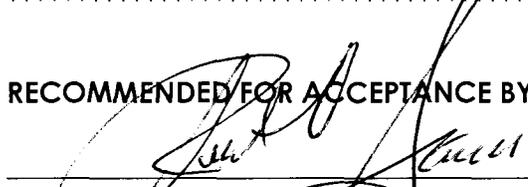
DATE: 9/22/15
CONTRACT #: 8001904
CONTRACT FOR: Recycling Collection and Removal Services
NIGP CODE: 968-7700
CONTRACTOR: Waste Management of NH, Inc. VENDOR CODE # 177561 P001

SUBMITTED FOR ACCEPTANCE BY:


KAREN DORSETT, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

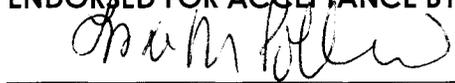
DATE 9/22/15

RECOMMENDED FOR ACCEPTANCE BY:


ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

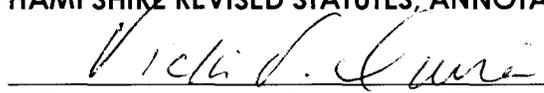
DATE 9/23/15

ENDORSED FOR ACCEPTANCE BY:


LISA M. POLLARD, DIRECTOR
PROCUREMENT & SUPPORT SERVICES

DATE 9-24-15

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 9-25-15

NOTE: This contract is a result to RFB 1777-16 for Recycling Disposal and Removal. The purpose is to provide recycling service (paper, bottles, cans, cardboard, etc.) statewide. The award was determined by the lowest cost per Section and calculated based on 10 yards or less and over 10 yards using the total average formula. Prices for this service increased due to limited recycling facilities and change in pricing structure. This contract is for thirteen (13) months with an option to extend for twenty-four (24) months. The FY15 spend was \$120,000 (multiple contracts).

State agencies participated in a survey and provided changes per their operational needs. This Vendor is not currently on the debar list nor any exclusions or delinquency on the Sam's website.

Subject: Recycling Removal & Disposal

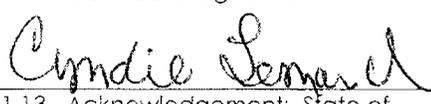
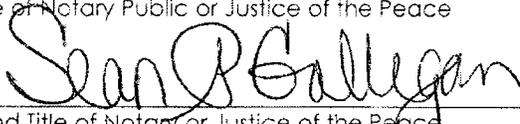
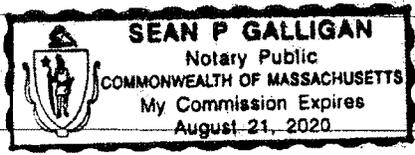
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Capitol Street, Concord, NH 03301	
1.3 Contractor Name Waste Management of New Hampshire, Inc. VC: 177561 P001		1.4 Contractor Address 26 Patriot Place, Suite 300, Foxboro, MA 02035	
1.5 Contractor Phone Number 508-549-8066	1.6 Account Number	1.7 Completion Date October 31, 2016	1.8 Price Limitation \$18,000.00
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 Government Cyndie Leonard - Account Manager	
1.13 Acknowledgement: State of _____, County of _____ On <u>Sept 21, 2015</u> , 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			
1.14 State Agency Signature  Date: <u>9/25/15</u>		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: _____			

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

EFFECTIVE DATE/COMPLETION OF SERVICES. 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 1.1.4. Unless no such approval is required, in which case this Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.1.4 ("Effective Date"). 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 Services incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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 timely 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 suspension 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 the Account are reduced or unavailable.

CONTRACT PRICE/PRICE LIMITATION/ PAYMENT. 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. 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.

Contractor Initials
Date 11/11/15

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.

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 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.

WORKERS' COMPENSATION.

By signing this agreement, the Contractor agrees, covenants and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation"). To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall obtain, and require any subcontractor or assignee to obtain and maintain, payment of Workers' Compensation in connection with activities which the Contractor 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 Services under this Agreement.

WAIVER OF BREACH. No failure by the State to enforce the 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 or implied promise 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.

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

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

Waste Management of New Hampshire, 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 Waste Management of New Hampshire, Inc. in accordance with the proposal submission in response to State Request for RFB 1777-16 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.

Options:

- * 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.

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 hosting agency (State).

State shall require correction of defective work or damages to any part of a building or its furnishings when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby and 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.

Work staff shall consist of qualified persons completely familiar with the products and equipment to be used. 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

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 \$18,000.00; 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	Type	Price/ Pick up \$	Price/ Haul \$	Rental Fee/ Month \$	≤60 ACR %	>70 Rebate%
SECTION V - INDIVIDUAL SITES										
Store # 12 Center Harbor	Route 25, 12 A Main Street, Senter's Marketplace, Unit #1	Center Harbor	8yd	Weekly	Single Stream Recycling	\$23.42				
Store #8 Claremont	Claremont Market Place, 367 Washington St. (Route 103)	Claremont	4yd	Weekly	Single Stream Recycling	\$23.40				
Store #23 Conway	234 White Mountain Hwy, Suite 9	Conway	10yd	Weekly	Single Stream Recycling		\$24.57	\$0.00	0.00%	0.00%
Store #35 Hillsborough	15 Antrim Rd. Suite # 1	Hillsborough	10yd	Weekly	Single Stream Recycling		\$23.40	\$0.00	0.00%	0.00%
Store #15 Keene	6 Ash Brook Court	Keene	6yd	Weekly	Single Stream Recycling	\$25.45				
Police Troop Motor Vehicle Station	15 Ashbrook Dr	Keene	4yd	Every other week	Single Stream Recycling	\$23.40				
Store #7 Littleton	568 Meadow St.	Littleton	4yd	Weekly	Single Stream Recycling	\$22.63				
Mail County Cathouse	96 Water Village Road	Ossibee	2yd	Weekly	Single Stream Recycling	\$25.00				
Police Troop DMV Station	1864 White Mountain Hwy	Tamworth	4yd	Every other week	Single Stream Recycling	\$25.45				
Store #2 Chesterfield	1008 Route 9	West Chesterfield	42yd	Every other week	State owned compactor		\$170.00	\$50.00	0.00%	0.00%

INVOICE

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.

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

Contractor Initials CL
Date 9/24/15

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:**

- o Rebate packages shall be done on a monthly basis.
- o Rebate check - (all payments shall be made by company or bank check, no cash)
- o Weigh slips for each commodity weighed (statement of hauling)
- o Statement on company letter head clearly showing the quantity in gross tons or lbs. for each commodity picked up.
- o Date, State agency and agency physical location where the pick-up was located.
- o Contract price per LB (depending on commodity) for rebate.
- o A copy of the Index postings for the date of pick up for all commodities to support the transaction value
- o Gross, tare and net weights
- o Adjustment / reason
- o Rebates shall be due within 30 days of container pick up.

EXHIBIT C

SPECIAL PROVISIONS

There are no other special provisions of this contract.

Contractor Initials CL
Date 9/21/15



CERTIFICATE OF AUTHORITY

WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.

I, Gail M. Lynch, a duly elected Assistant Secretary of Waste Management of New Hampshire, Inc., a Connecticut corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation, and that such resolution has not been amended, modified or rescinded, and is in full force and effect as of the date hereof:

Resolved, that Cyndie Leonard, Inside Account Manager of the Corporation, is hereby authorized, following compliance with appropriate corporate policies and procedures, to prepare, execute and submit, on behalf of the Corporation, bid proposals ("Bids"), and to execute and deliver on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the State of New Hampshire – RFB 1777-16 Recycling Removal & Disposal Bid (the "State of New Hampshire Bid") for the period beginning on October 1, 2015, and ending on October 31, 2016 and is hereby further authorized to execute and deliver on behalf of the Corporation any contracts and bonds with respect to the State of New Hampshire Bid.

Dated this 21st day of September, 2015



WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.

A handwritten signature in black ink that reads "Gail M. Lynch".

Gail M. Lynch, Assistant Secretary

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 WASTE MANAGEMENT OF NEW HAMPSHIRE, INC. a(n) Connecticut corporation, is authorized to transact business in New Hampshire and qualified on July 1, 1971. 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 April, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)
4/29/2015

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 LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <hr/> INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : ACE American Insurance Company</td> <td style="width: 20%;">22667</td> </tr> <tr> <td>INSURER B : Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C : ACE Property & Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td>INSURER D : ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Insurance Co of North America	43575	INSURER C : ACE Property & Casualty Insurance Co	20699	INSURER D : ACE Fire Underwriters Insurance Company	20702	INSURER E :		INSURER F :	
INSURER A : ACE American Insurance Company	22667												
INSURER B : Indemnity Insurance Co of North America	43575												
INSURER C : ACE Property & Casualty Insurance Co	20699												
INSURER D : ACE Fire Underwriters Insurance Company	20702												
INSURER E :													
INSURER F :													
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT - NEW ENGLAND MARKET AREA 26 PATRIOTS PLACE, SUITE 300 FOXBOROUGH MA 02035													

COVERAGES MAWESTBO CERTIFICATE NUMBER: 13460908 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	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	Y N/A	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WI)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 13460908 STATE OF NEW HAMPSHIRE ADMINISTRATIVE SERVICES, PURCHASING AGENT, KAREN DORSETT OR HIS/HER SUCCESSOR BUREAU OF PURCHASE AND PROPERTY 25 CAPITOL STREET, ROOM 102 CONCORD NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--