

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

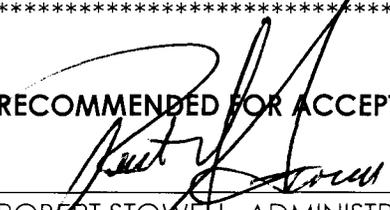
DATE: 10/1/15
CONTRACT #: 8001905
CONTRACT FOR: Recycling Collection and Removal Services
NIGP CODE: 968-7700
CONTRACTOR: Casella Major Account Services, LLC VENDOR CODE # 177531 R005

SUBMITTED FOR ACCEPTANCE BY:


KAREN DORSETT, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 10/8/15

RECOMMENDED FOR ACCEPTANCE BY:


ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE 10/12/15

ENDORSED FOR ACCEPTANCE BY:


LISA M. POLLARD, DIRECTOR
PROCUREMENT & SUPPORT SERVICES

DATE 10-13-15

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 10-14-15

NOTE: This contract is a result of 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).

Subject: Recycling Removal & Disposal

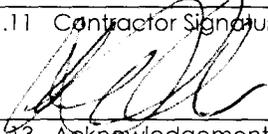
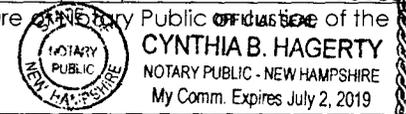
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Casella Major Account Services, LLC VC: 177531 R005		1.4 Contractor Address 60 Belden Road, Rutland, VT 05701	
1.5 Contractor Phone Number 802-772-6929	1.6 Account Number	1.7 Completion Date October 31, 2016	1.8 Price Limitation \$131,000.00
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 DAVID ALLEN, General Manager	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>Oct 7, 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 presence of the undersigned officer			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		CYNTHIA B. HAGERTY Cynthia B. Hagerty	
1.13.2 Name and Title of Notary or Justice of the Peace Cynthia B. Hagerty			
1.14 State Agency Signature Vicki V. Quiram Date: <u>10/14/15</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: _____			

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.

Contractor Initials 
Date 10/1/13

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 signature is written in black ink and appears to be 'DM'. The date is written as '10/3/13'.

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.

Contractor Initials 
Date 10/19/15

EXHIBIT A

PURPOSE

Casella Major Account Services, LLC (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 Casella Major Account Services, LLC 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.


2015/10/15

- 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.

Contractor Initials 
Date 12/9/15

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

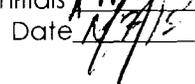
The Contractor hereby agrees to provide recycling removal and disposal services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$131,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall 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	Comments	Price/ Pick up \$	Price/ Haul \$	Rental Fee/ Month \$	≤60 ACR % / >70 Rebate %
SECTION I - CONCORD AREA										
64 South St. Bldg.	64 South Street	Concord	6yd	Monthly	Single Stream Recycling		\$17.43			
Army Aviation	26-45 Regional Drive	Concord	6yd	Every other week	Single Stream Recycling		\$17.43			
Bureau of Right	11 Stickney Ave.	Concord	20yd	Will Call	Single Stream Recycling			\$145.00	\$65.00	ACR 100%
Dept. of Safety RE	33 Hazen Drive	Concord	10yd	Twice/week	Single Stream Recycling			\$20.50		
DHHS & DES	29 Hazen Drive	Concord	10yd	Twice/week	Single Stream Recycling			\$20.50		
District Court	32 Clinton St.	Concord	6yd	Monthly	Single Stream Recycling		\$17.43			
DMV HQ	23 Hazen Dr.	Concord	6yd	Twice/week	Single Stream Recycling		\$17.43			
DOS Warehouse/ Automotive	41 Hazen Drive	Concord	10yd	Weekly	Single Stream Recycling	(increased size request - will need to remove existing 6yd container)		\$20.50		
DOT Mechanical Div.	33 Smokey Bear Blvd.	Concord	10yd	Monthly	Single Stream Recycling			\$20.50		

DRED Headquarters	172 Pembroke Rd.	Concord	6yd	Monthly	Single Stream Recycling		\$17.43			
Emergency Management	110 Smokey Bear Blvd.	Concord	4yd	Every other week	Single Stream Recycling		\$15.81			
Fire Academy	98 Smokey Bear Blvd.	Concord	8yd	Monthly	Single Stream Recycling		\$19.05			
Fish & Game HQ	11 Hazen Dr.	Concord	6yd	Every other week	Single Stream Recycling		\$17.43			
Graphic Services	12 Hills Ave.	Concord	8yd	Weekly	Single Stream Recycling		\$19.05			
Grounds Shop	79 South Fruit St.	Concord	8yd	Twice/week	Single Stream Recycling		\$19.05			
Grounds Shop	79 South Fruit St.	Concord	40yd	Will Call	Mixed Paper Recycling	compactor		\$145.00	\$121.00	ACR 100%
Humanities Council	19 Pillsbury St.	Concord	2yd	Monthly	Single Stream Recycling		\$14.19			
Legislative Office	33 Capitol St.	Concord	10yd	Will Call	Single Stream Recycling			\$20.50		
Liquor Commission Warehouse	50 Storrs St.	Concord	10yd	Weekly	Single Stream Recycling			\$20.50		
Liquor Enforcement	57 Regional Dr.	Concord	6yd	Monthly	Single Stream Recycling		\$17.43			
Liquor Store #1 Concord	80 Storrs St., Suite 6	Concord	4yd	Weekly	Single Stream Recycling		\$15.81			
Lottery Commission	14 Integra Dr.	Concord	10yd	Weekly	Single Stream Recycling			\$20.50		
Medical/Dental	2 Industrial Park Dr.	Concord	6yd	Weekly	Single Stream Recycling		\$17.43			
Morton Building	7 Hazen Dr.	Concord	8yd	Weekly	Single Stream Recycling		\$19.05			
NH Commission for Human Rights	2 Chennell Drive Unit #2	Concord	4yd	Monthly	Single Stream Recycling		\$15.81			
NH Dept. of Corrections	3 MacGuire St.	Concord	10yd	Every other week	Single Stream Recycling			\$20.50		
NH Dept. of Corrections	3 MacGuire St.	Concord	40yd	Will call	Mixed Paper Recycling	compactor		\$145.00	\$121.00	ACR 100%
NH National Guard	1 Minuteman Way	Concord	6yd	Monthly	Single Stream Recycling		\$17.43			
NH National Guard	1 Minuteman Way	Concord	4yd	Monthly	Single Stream Recycling		\$15.81			
NH National Guard	1 Minuteman Way	Concord	6yd	Every other week	Single Stream Recycling		\$17.43			
NH National Guard	1 Minuteman Way	Concord	10yd	Monthly	Single Stream Recycling			\$20.50		
NH Retirement System	54 Regional Drive	Concord	6yd	Weekly	Single Stream		\$17.43			

Contractor Initials: 
Date: 10/17/15

					Recycling					
NH State Highway	78 Regional Drive	Concord	2yd	Monthly	Single Stream Recycling		\$14.19			
Police Academy	17 Institute Dr.	Concord	2yd	Monthly	Single Stream Recycling		\$14.19			
State Banking Dept.	53 Regional Dr.	Concord	6yd	Monthly	Single Stream Recycling		\$17.43			
State Police Troop D	139 Iron Works Road	Concord	4yd	Every other week	Single Stream Recycling		\$15.81			
Supreme Court Recy	Charles Doe Dr.	Concord	6yd	Every other week	Single Stream Recycling		\$17.43			
Traffic Bureau Rec	18 Smokey Bear Blvd.	Concord	8yd	Every other week	Single Stream Recycling		\$19.05			
SECTION II - MANCHESTER AREA										
Bear Brook State Park	157 Deerfield Road	Allentown	10yd	Will Call	Single Stream Recycling			\$20.50		
DRED Warehouse	157 Deerfield Road	Allentown	10yd	Will Call	Single Stream Recycling			\$20.50		
Liquor Store #55 Bedford	9 LEAVEY ROAD	Bedford	8yd	Twice/week	Single Stream Recycling		\$19.05			
NH DOT District 5/ State Police Troop B	16 East Point Drive	Bedford	4yd	Will Call	Single Stream Recycling	est. 3 times/year	\$15.81			
Candia Courthouse	110 Raymond Road	Candia	4yd	Monthly	Single Stream Recycling		\$15.81			
Derry Circuit Court	10 Courthouse Lane	Derry	4yd	Monthly	Single Stream Recycling		\$15.81			
Liquor Store #20 Derry	Derry Meadows Shoppes	Derry	4yd	Weekly	Single Stream Recycling		\$15.81			
Bureau of Turnpike	36 Hackett Hill Road	Hooksett	8yd	Monthly	Single Stream Recycling		\$19.05			
Liquor Store #4 Hooksett	1271 Hooksett Rd.	Hooksett	4yd	Weekly	Single Stream Recycling		\$15.81			
Liquor Store #66 Hooksett (North)	I-93 North Route 3A	Hooksett	40yd	Twice/month	Cardboard Recycling	State owned compactor with rental box		\$185.00	\$75.00	ACR 100% / 50% Rebate
Liquor Store #67 Hooksett (South)	I-93 South 25 Springer Rd.	Hooksett	40yd	Twice/month	Cardboard Recycling	State owned compactor with rental box		\$185.00	\$75.00	ACR 100% / 50% Rebate
Liquor Store #74 Londonderry	Market Basket Plaza	Londonderry	4yd	Twice/week	Single Stream Recycling		\$15.81			
Liquor Store #61 Londonderry	137 Rockingham Road	Londonderry	10yd	Weekly	Single Stream Recycling		\$20.50			
Hillsborough County North	300 Chestnut Street	Manchester	6yd	Weekly	Single Stream Recycling		\$17.43			

Contractor Initials 
Date 

Liquor Store #10 Manchester	68 Elm Street	Manchester	8yd	Twice/week	Single Stream Recycling		\$19.05			
Liquor Store #31 Manchester	East Side Plaza	Manchester	2yd	Weekly	Single Stream Recycling		\$14.19			
Liquor Store #33 Manchester	North Side Plaza	Manchester	2yd	Four/week	Single Stream Recycling		\$14.19			
Armory Manchester	1059 CANAL ST	Manchester	10yd	Will Call	Single Stream Recycling			\$20.50		
Motor Vehicle Substation Manchester	377 S. Willow Street	Manchester	4yd	Monthly	Single Stream Recycling		\$15.81			
Liquor Store #62 Raymond	Raymond Shopping Center	Raymond	6yd	Weekly	Single Stream Recycling		\$17.43			

SECTION III - SOUTHERN AREA

Liquor Store #53 Hudson	Market Basket Shp Ctr, 212 Lowell Rd	Hudson	2 yd	Weekly	Single Stream Recycling		\$14.19			
Liquor Store #30 Milford	20 Jones Rd.	Milford	4yd	Weekly	Single Stream Recycling		\$15.81			
Milford Court House	180 Elm St.	Milford	4yd	monthly	Single Stream Recycling		\$20.81			
NH National Guard-Milford	154 Osgood Road	Milford	4yd	Every other week	Single Stream Recycling		\$20.81			
Hillsborough County Court House	30 Spring St	Nashua	6yd	Weekly	Single Stream Recycling		\$17.43			
Liquor Store #27 Nashua	Market Place Plaza, 300 Main St	Nashua	2yd	Weekly	Single Stream Recycling	include locks	\$14.19			
Liquor Store #32 Nashua	Westside Plaza, 40 Northwest Blvd.	Nashua	4yd	Twice/week	Single Stream Recycling		\$15.81			
Liquor Store #50 Nashua	So. Gate Shppng Mall, 269 DW Hwy.	Nashua	8yd	Twice/week	cardboard compactor		\$19.05			
Motor Vehicle Substation & DOT EZ Pass	110 Broad Street	Nashua	4yd	Every other week	Single Stream Recycling		\$15.81			
Liquor Store #69 Nashua	27 Coliseum Avenue	Nashua	42yd	Monthly	Cardboard Compactor			\$205.00	\$121.00	ACR 100% / 50% Rebate
NH National Guard-Nashua	154 Daniel Webster Highway	Nashua	4yd	Monthly	Single Stream Recycling	Unit is currently overseas; would like to start FEB 16	\$15.81			
Liquor Store #34 Salem	417 South Broadway	Salem	8yd	twice/week	Single Stream Recycling		\$19.05			
Motor Vehicle Substation Salem	154 Main Street	Salem	4yd	Bi-weekly	Single Stream Recycling	include locks	\$15.81			

SECTION IV - SEACOAST AREA

Contractor Initials 
Date 

Rockingham County	#10 ROUTE 125	Brentwood	6yd	Weekly	Single Stream Recycling		\$17.43			
NH NG Training Site	11 Academy Ave.	Center Strafford	2yd	Will Call	Single Stream Recycling		\$35.00			
Dover Dstrict Court	25 St. Thomas St.	Dover	2yd	Weekly	Single Stream Recycling		\$14.19			
Liquor Store #9-Dover	47 Chestnut St.	Dover	2yd	Weekly	Single Stream Recycling		\$14.19			
Motor Vehicle Substation Dover	50 Boston Harbor Rd	Dover	4yd	Every other week	Single Stream Recycling		\$15.81			
State Police Troop A & Motor Vehicle substation	315 Calef Highway	Epping	4yd	Every other week	Single Stream Recycling		\$15.81			
Hampton Beach RV	8 State Park Rd.	Hampton	10yd	Will Call	Single Stream Recycling			\$20.50		
Liquor Store #73 Hampton (South)	1-95 South	Hampton	40yd	Twice/month	Mixed Paper Recycling	compactor		\$215.00	\$121.00	
Liquor Store #76 Hampton (North)	1-95 North	Hampton	40yd	monthly	Cardboard Recycling	compactor		\$205.00	\$121.00	ACR 100% / 50% Rebate
Liquor Store #71 Lee	60 Calef Highway Unit 4	Lee	2yd	Every other week	Single Stream Recycling		\$14.19			
Pease Aircraft Rec.	254-Aircraft Maintenance	Newington	6yd	Every other week	Single Stream Recycling		\$17.43			
Pease Dining Rec.	145-Dining Hall	Newington	6yd	Every other week	Single Stream Recycling		\$17.43			
Pease Supply Warehouse Rec.	262-Supply Warehouse	Newington	6yd	Every other week	Single Stream Recycling		\$17.43			
Liquor Store #68 North Hampton	69 Lafayette Rd.	North Hampton	8yd	Weekly	Single Stream Recycling		\$19.05			
Liquor Store #49 Plaistow	9 Plaistown Rd.	Plaistow	6yd	Weekly	Single Stream Recycling		\$17.43			
Liquor Store #6 Portsmouth	Pick N Pay	Portsmouth	6yd	Weekly	Single Stream Recycling		\$17.43			
NH National Guard-Portsmouth	801 McGee Drive	Portsmouth	4yd	Will Call	Single Stream		\$15.81			
Liquor Store #38 Portsmouth Circle	Portsmouth Circle	Portsmouth	40yd	Every other week	Cardboard Recycling	compactor		\$205.00	\$121.00	ACR 100% / 50% Rebate
Liquor Store #14 Rochester	Lilac Mall, Route 125	Rochester	4yd	Weekly	Single Stream Recycling		\$15.81			
NH National Guard-Rochester	106 Brock Street	Rochester	4yd	Will Call	Single Stream	Unit moving this fall/winter; would like to start FEB 16	\$15.81			
Liquor Store #41 Seabrook	Lafayette Blvd.	Seabrook	8yd	Weekly	Single Stream Recycling		\$19.05			

Contractor Initials *[Signature]*
Date *10/15*

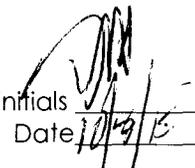
Seabrook Circuit Court	130 Ledge Rd.	Seabrook	2yd	Every other week	Single Stream Recycling		\$14.19			
Armory Somersworth Rec.	15 Blackwater Rd.	Somersworth	2yd	Monthly	Single Stream Recycling		\$14.19			
NH National Guard-Somersworth	15 Blackwater Road	Somersworth	4yd	Monthly	Single Stream		\$15.81			
Liquor Store #25 Stratham	Kings Hwy.	Stratham	8yd	Weekly	Single Stream Recycling		\$19.05			
NH Veterans Home	139 Winter St.	Tilton	30yd	Every other week	Single Stream Recycling			\$155.00	\$90.00	
SECTION V - INDIVIDUAL SITES										
NH National Guard-Franklin	300 South Main St	Franklin	4yd	Every other week	Single Stream		\$15.81			
Marine Patrol - Laconia	67 Communications Drive	Laconia	4yd	Monthly	Single Stream	Bill to: 31 Dock Road, Gilford, NH 03249	\$15.81			
NH National Guard-Littleton	350 Meadow Street	Littleton	4yd	Monthly	Single Stream	Unit is currently overseas; would like to start FEB 16	\$20.00			
Liquor Store #64 New London	New London Shopping Ctr, Rte 11	New London	2yd	Weekly	Single Stream Recycling		\$42.00			
NH National Guard-Plymouth	19 Armory Road	Plymouth	4yd	Every other week	Single Stream		\$21.00			
Plymouth Courthouse	26 Green Street	Plymouth	4yd	Every other week	Single Stream Recycling		\$21.00			
Liquor Store #39 Wolfeboro	35 Center St.	Wolfeboro	2yd	Weekly	Single Stream Recycling		\$17.00			
Liquor Store #16 Woodsville	1 FOREST ST.	Woodsville	2yd	Weekly	Single Stream Recycling		\$17.00			

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.

Contractor Initials 
Date 10/9/15

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:**

- 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.


6/9/15

EXHIBIT C

SPECIAL PROVISIONS

There are no other special provisions of this contract.

Contractor Initials

Date

Handwritten signature and date: 10/2/15

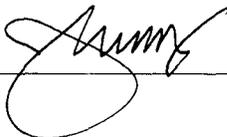
CERTIFICATE OF AUTHORITY
(Corporations Only)

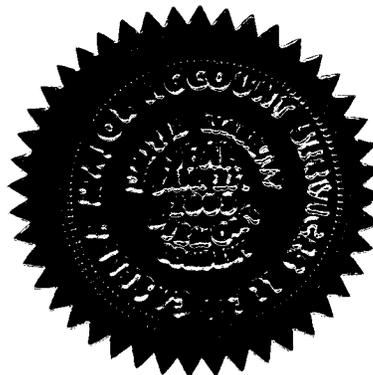
At a duly authorized meeting of the Board of Directors of Casella Major Account Services, LLC, it was voted that David Allen, is authorized to execute all contract related documents for the State of New Hampshire, Administrative Services, Recycling Removal & Disposal Agreement in the name of and on behalf of Casella Major Account Services, LLC, on behalf of this company, and affix its corporate seal hereto; and such execution of any application obligation in this company's name and on its behalf; said obligation to be valid and binding upon this company.

A True Copy Attested,

Company Name: Casella Major Account Services, LLC
Address: 25 Greens Hill Lane
Rutland, VT 05701
Name & Title of Signatory: John W. Casella, President and Secretary
Date: September 29, 2015

I hereby certified that I am President and Secretary of Casella Major Account Services, LLC; that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature:  _____



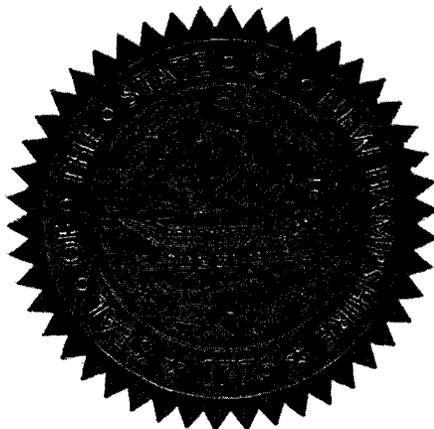
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Casella Major Account Services, LLC, a(n) Vermont limited liability company registered to do business in New Hampshire on May 31, 2012. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th 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

DATE (MM/DD/YYYY)
4/27/2015

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 Noyle W. Johnson, Inc. 119 River Street P.O. Box 279 Montpelier VT 05601-0279		CONTACT NAME: Dayle Smedy PHONE (A/C, No, Ext): (802) 223-7735 E-MAIL ADDRESS: dsmedy@nwjinsurance.com PRODUCER CUSTOMER ID #: 00004029		FAX (A/C, No): (802) 223-7515
INSURED Casella Major Account Services LLC and Casella Waste Systems, Inc PO Box 369 Rutland VT 05702-0369		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Lexington Insurance Co.		19437
		INSURER B: Old Republic Insurance Co.		24147
		INSURER C: Steadfast Insurance Co.		26387
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Major Accounts 2015#2 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	082695204	4/30/2015	4/30/2016	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 3,000,000
							GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	X	X	MWTB301234	1/1/2015	1/1/2016	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	MWC30339200	1/1/2015	1/1/2016	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			EPC3564969-16	4/30/2015	4/30/2016	\$13,000,000 / \$13,000,000 Site Specific
C	Contractor's Pollution			PEC5979843-12	4/30/2015	4/30/2016	\$5,000,000 / \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a

CERTIFICATE HOLDER Karen.Dorsett2@nh.gov State of New Hampshire Department of Administrative Services Bureau of Purchasing and Property 25 Capitol St RM 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Timothy Ayer/AMANDA
--	---

COMMENTS/REMARKS

clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

ENDORSEMENT

This endorsement, effective 12:01 AM 04/30/2015

Forms a part of policy no.: 082695204

Issued to: CASELLA WASTE MANAGEMENT, INC.

By: LEXINGTON INSURANCE COMPANY

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS-SCHEDULED
PERSON OR ORGANIZATION**

(Based on CG2010 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

**Name of Additional Insured Person(s)
or Organization(s)**

Location of Covered Operations

Blanket, As Required By Contract,
Agreement or Permit

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

Northern NH Correc.
Facility
Northern NH Correc.
Facility
Northern NH Correc.
Facility

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: July 10, 2015

Company Name: Casella Major Account Services LLC
Address: 50 Belden Road
Rutland, VT 05701

To: Point of Contact: **Karen Dorsett**
Telephone: **(603)-271-3146**
Email: **prchweb@nh.gov**

RE: Bid Invitation Name: **Recycling Removal & Disposal**
Bid Number: **1777-16**
Bid Posted Date: **June 24, 2015**
Bid Opening Date and Time: **July 10, 2015 2:00 PM**

[Insert name of signor] Krista Trapeni on behalf of Casella Major Account Services LLC [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID #1777-16 for Recycling Removal & Disposal at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature Krista Trapeni Authorized Signor's Title Account Manager

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Barthard STATE: VT ZIP: 05701

On the 10 day of July, 2015, personally appeared before me, the above named Krista Trapeni in his/her capacity as authorized representative of Casella, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

Bethann McCardell
(Notary Public/Justice of the Peace)

My commission expires: 2-10-19 (Date)

Example:		
10 yards or less		
Price/Pick up	Frequency	Extended
\$23.14	12	\$277.68

See Excel Attachment A (containers less than 10 yards) & B (containers 10 yards and greater)

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

<u>Krista Trapeni</u>	<u>802-772-6929</u>	<u>877-298-7274</u>
Contact Person	Telephone Number	Toll Free Telephone Number
<u>802-438-9906</u>	<u>Krista.Trapeni@</u>	<u>www.casella.com</u>
Fax Number	E-mail Address <u>Casella.com</u>	Company Website
<u>Casella Major Account Services LLC</u>	<u>949139281</u>	
Vendor Company Name	DUNS #	

Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.