

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

DATE: 12/13/2019

CONTRACT #: 8002593

NIGP CODE: 971-8200

CONTRACT FOR: Portable Toilets – Rental Services

CONTRACTOR: United Site Services Northeast
239 Neck Rd, Haverhill, MA 01835

VENDOR CODE #: 161518

SUBMITTED FOR ACCEPTANCE BY:


ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 12/13/19

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

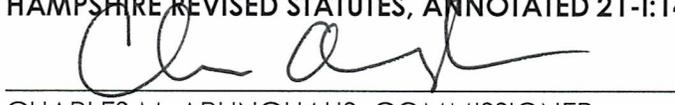
DATE 12/17/19

APPROVED FOR ACCEPTANCE BY:


GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 12/17/19

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


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 12/17/19

Subject: Portable Toilets – Rental Service

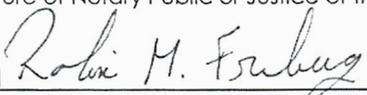
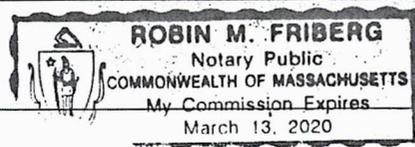
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name United Site Services Northeast Inc.		1.4 Contractor Address 239 Neck Road, Haverhill, MA 01835	
1.5 Contractor Phone Number 508-594-2629	1.6 Account Number Various	1.7 Completion Date 11/30/2022	1.8 Price Limitation \$601,408.71
1.9 Contracting Officer for State Agency Erica Brisson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeff Dunlop, VP-General Secretary	
1.13 Acknowledgement: State of MA, County of Middlesex On December 12, 2019, 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: 12/17/19		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, 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.

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

United Site Services Northeast Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), with Portable Toilet Rental Services in accordance with the bid submission in response to RFB 2217-20 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2217-20

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT C "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Payment Terms," (4) EXHIBIT A "Scope of Services," and (5) EXHIBIT D "RFB 2217-20."

3. TERM OF CONTRACT

This contract shall commence on December, 1, 2019 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract, including all extensions, cannot exceed five (5) years.

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The purpose of this Contract is to provide the rental of Portable Toilets (for a minimum of two (2) days), furnishing all supplies, as well as be responsible for the cleaning of each unit. For the placement of handicap toilets; Contractor may be required to supply ramps. This shall include any extra supplies needed such as toilet paper, paper towels and hand sanitizer.

- **Weekly Cleaning:**
Contractor and/or their approved sub-contractors and the requesting Agency's designated representatives will set forth a weekly cleaning schedule.
- Cleaning will be reported and logged by Contractor with Agency contact upon completion of each scheduled cleaning and location of unit(s).
- A service card shall be attached inside each unit and must be completed with the time, date and signature of Contractor's employee after each unit is cleaned.

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 shall 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, their personnel or their approved sub-contractors 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. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

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.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in RFB #2217-20, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of New Hampshire 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 own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature 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.

8. 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.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its 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.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Portable Toilet Rental 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 \$601,408.71; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

State of New Hampshire County	Description	Delivered Unit Rental Cost
Belknap	Regular 2-3 Day Special Event Rental Fee	\$ 63.75
	Regular Weekly Rental Fee	\$ 63.75
	Regular Monthly Rental Fee	\$ 63.75
	Regular Annual Rental Fee	\$ 765.00
	Regular 2-3 Day Special Event Rental Fee	\$ 125.00
	ADA Comp Weekly Rental Fee	\$ 125.00
	ADA Comp Monthly Rental Fee	\$ 125.00
	ADA Comp Annual Rental Fee	\$ 1,500.00
	Emergency Rental Fee (per order charge)	\$ 84.75
	Additional Cleaning Fee	\$ 19.95
Hillsborough	Regular 2-3 Day Special Event Rental Fee	\$ 63.75
	Regular Weekly Rental Fee	\$ 63.75
	Regular Monthly Rental Fee	\$ 63.75
	Regular Annual Rental Fee	\$ 765.00
	Regular 2-3 Day Special Event Rental Fee	\$ 125.00
	ADA Comp Weekly Rental Fee	\$ 125.00
	ADA Comp Monthly Rental Fee	\$ 125.00
	ADA Comp Annual Rental Fee	\$ 1,500.00
	Emergency Rental Fee (per order charge)	\$ 84.75
	Additional Cleaning Fee	\$ 19.95
Merrimack	Regular 2-3 Day Special Event Rental Fee	\$ 63.75
	Regular Weekly Rental Fee	\$ 63.75
	Regular Monthly Rental Fee	\$ 63.75
	Regular Annual Rental Fee	\$ 765.00
	Regular 2-3 Day Special Event Rental Fee	\$ 125.00
	ADA Comp Weekly Rental Fee	\$ 125.00
	ADA Comp Monthly Rental Fee	\$ 125.00
	ADA Comp Annual Rental Fee	\$ 1,500.00
Emergency Rental Fee (per order charge)	\$ 84.75	

	Additional Cleaning Fee	\$ 19.95
Rockingham	Regular 2-3 Day Special Event Rental Fee	\$ 63.75
	Regular Weekly Rental Fee	\$ 63.75
	Regular Monthly Rental Fee	\$ 63.75
	Regular Annual Rental Fee	\$ 765.00
	Regular 2-3 Day Special Event Rental Fee	\$ 125.00
	ADA Comp Weekly Rental Fee	\$ 125.00
	ADA Comp Monthly Rental Fee	\$ 125.00
	ADA Comp Annual Rental Fee	\$ 1,500.00
	Emergency Rental Fee (per order charge)	\$ 84.75
	Additional Cleaning Fee	\$ 19.95
Strafford	Regular 2-3 Day Special Event Rental Fee	\$ 63.75
	Regular Weekly Rental Fee	\$ 63.75
	Regular Monthly Rental Fee	\$ 63.75
	Regular Annual Rental Fee	\$ 765.00
	Regular 2-3 Day Special Event Rental Fee	\$ 125.00
	ADA Comp Weekly Rental Fee	\$ 125.00
	ADA Comp Monthly Rental Fee	\$ 125.00
	ADA Comp Annual Rental Fee	\$ 1,500.00
	Emergency Rental Fee (per order charge)	\$ 84.75
	Additional Cleaning Fee	\$ 19.95

3. INVOICE

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

- Itemized invoices to include amount pumped from each unit at each location. This will determine if more units are needed and/or if weekly service can be modified to bi-weekly or other determination.
- Invoicing for monthly rentals shall be charged as a "Calendar Month" vs daily rate for months with 31 days.

4. PAYMENT

Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>
Eligible participants shall negotiate their own payment methods with awarded vendor.

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions of this contract.

EXHIBIT D

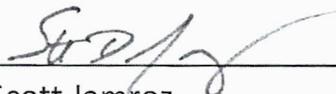
RFB #2217-20 is incorporated here within.

OMNIBUS CERTIFICATE
OF
OFFICER
UNITED SITE SERVICES, INC.
AND
THE OTHER COMPANIES SET FORTH ON SCHEDULE I HERETO

The undersigned, Scott Jamroz, Chief Financial Officer of each Company listed on Schedule I hereto (each, a "Company") do hereby certify that the person listed below has been duly elected and qualified as an officer of each Company, having the title set forth opposite such persons' name:

<u>Name</u>	<u>Title</u>
Jeff Dunlop	Vice President & Assistant Secretary

pW IN WITNESS WHEREOF, the undersigned has executed this certificate on the 16 day of December, 2019.



Scott Jamroz
Chief Financial Officer

SCHEDULE I

"A" COMPANY, INC.
A&A Portables, Inc.
Accurate Waste Removal Services, Inc.
Accurate Waste Systems, Inc.
Applied Waste Water Pumping LLC
Central Jersey Septic, LLC
DON'S JOHNS INC.
HBSS Real Estate, LLC
Johnny on the Spot, LLC
Liquid Waste Holdings Corp.
Northeast Sanitation, Inc.
Readilite & Barricade, Inc.
Rinehart's Sanitation Services, LLC
Russell Reid Waste Hauling and Disposal Service Co., Inc.
S & B Porta-Bowl Restrooms, Inc.
S & B Waste Services, Inc.
S & S Portable Services, Inc.
United Site National Services Company
United Site Services Northeast, Inc.
United Site Services of Arizona, Inc.
United Site Services of California, Inc.
United Site Services of Colorado, Inc.
United Site Services of Florida, LLC
United Site Services of Georgia, LLC
United Site Services of Louisiana, Inc.
United Site Services of Maryland, Inc.
United Site Services of Mississippi, LLC
United Site Services of Nevada, Inc.
United Site Services of Texas, Inc.
United Site Services, Inc.
USS Ultimate Holdings, Inc.

State of New Hampshire

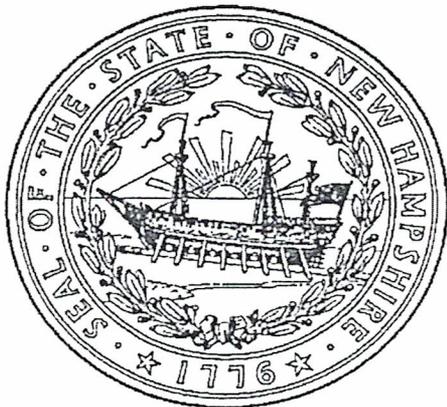
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UNITED SITE SERVICES NORTHEAST, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 23, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 332420

Certificate Number: 0004590441



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of September A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State