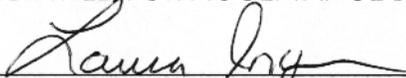


STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

NOTICE OF CONTRACT

DATE: 12/10/13
COMMODITY: Portable Toilets, Rental and Placement
NIGP CODE: 971-8200
CONTRACTOR: United Site Services Northeast, Inc. CONTRACTOR # 161518

SUBMITTED FOR ACCEPTANCE BY:



LAURA INGRAM, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

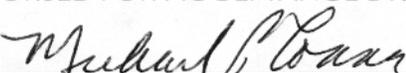
DATE 12/10/13

RECOMMENDED FOR ACCEPTANCE BY:

ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE _____

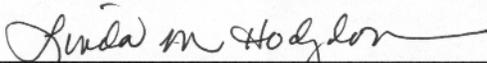
ENDORSED FOR ACCEPTANCE BY:



MICHAEL P. CONNOR, DEPUTY COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 12/27/13

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



LINDA M. HODGDON, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 12/30/13

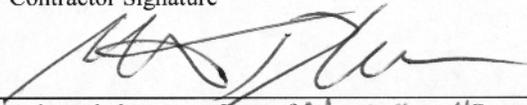
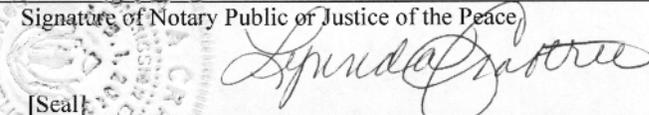
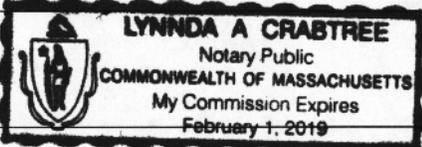
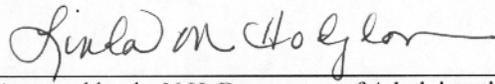
Subject: RFB # 1567-14 STATEWIDE Portable Toilets, Rental and Placement

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 United Site Services Northeast, Inc.		1.4 Contractor Address 239 Neck Road Haverhill MA 01836	
1.5 Contractor Phone Number 800-864-5387 or 508-594-2616	1.6 Account Number Not applicable	1.7 Completion Date November 30, 2016	1.8 Price Limitation \$ 156,000
1.9 Contracting Officer for State Agency Laura Ingram, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2201 x227	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Gaetano D'Anna General Counsel & Secretary	
1.13 Acknowledgement: State of <u>Massachusetts</u> County of <u>Worcester</u> On <u>Dec 5, 2013</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 <u>LYNDA CRABTREE</u> <u>BENEFITS MANAGER</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

Contractor Initials

Date 12/5/13

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than 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 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.

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.

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.


12/5/13

EXHIBIT A
SCOPE OF WORK:

1. INTRODUCTION

The State of New Hampshire ("State"), Department of Administrative Services, desires to contract with United Site Services Northeast, Inc. (vendor # 161518), a **Massachusetts** company, to provide STATEWIDE Portable Toilets, Rental and Placement as described herein and in State of NH Bid number 1567-14.

2. CONTRACT DOCUMENTS

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

- a. *State of New Hampshire Terms and Conditions, General Provisions* Form P-37
- b. Exhibit A Scope of Work
- c. Exhibit B Payment Schedule
- d. Exhibit C Special Provisions

3. SCOPE OF SERVICES

Contractor shall provide the State the Services and Deliverables required under this Contract, as set forth in Section 6: Scope of Services and Exhibit B, *Payment Schedule*.

4. TERM

4.1 Period of Performance

The Contractor shall begin service upon the approval by the Commissioner of the Department of Administrative Services as listed in Exhibit B. The contract shall run through November 30, 2016. This contract may be extended for additional periods under the same terms, conditions and pricing structure upon the mutual agreement between Contractor and with the approval of the Commissioner of the Department of Administrative Services, but not to exceed five years.

4.2 Termination

Notwithstanding the foregoing, the State may terminate this Contract, at its sole discretion, for any reason upon thirty (30) days written notice to Contractor.

5. CONTRACT ADMINISTRATION

5.1 CONTRACTOR CONTRACT MANAGER

Contractor shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is:

Contract Manager: Melissa Quintin
 Title: Manager
 Address: 239 Neck Road
 Haverhill MA 01836

 Tel : 800-864-5387
 508-594-2616

 Email : melissa.quintin@unitedsiteservices.com

Contractor Initials

Date


12/5/2013

5.2 STATE CONTRACT MANAGER

The State shall designate a Contract Manager who shall function as the State's representative with regard to Contract administration. This person is:

Contract Manager: Laura Ingram
Title: Purchasing Agent
Address: 25 Capitol Street
Concord, NH 03301
Tel : 603-271-2201 x227
Email : laura.ingram@nh.gov

6. SCOPE OF WORK

The purpose of this contract is to provide Portable Toilets (minimum of three days), furnish all supplies, as well as be responsible for the cleaning of toilets. Placement of Handicap toilets may require ramps. Cleaning services may be needed daily or possibly two/three times a week, depending on the agency's requirements. This shall include any extra supplies needed such as toilet paper, paper towels and hand sanitizer. A card shall be attached inside each unit to be completed with the time, date and signed after each unit is cleaned. The contractors will be notified when units are to be picked up. Specific numbers and location will be determined by the State of New Hampshire designated representative of each agency. An agency may require padlocks for their station, therefore access keys will be requested at the time of rental

Portable Toilets shall be delivered in a reasonable time frame as defined in EXHIBIT A. or as mutually agreed upon with agency and Contractor. **Exception Emergency Services orders shall not exceed 6 hours from the contacted time.**

All services (**except** for emergency services) performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M unless other arrangements are made in advance with the agency requesting these services. Any deviation in work hours must be pre-approved by the Contracting Officer. The agency may require advance knowledge of said placement to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

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

All personnel must observe all regulations and/or special restrictions in effect at the State Agency.

The Contractor shall furnish all personnel with uniforms, which must be neat and clean in appearance with picture identification that is visible at all times.


12/5/13

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

If **subcontractors** are to be utilized, please include information regarding the proposed subcontractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

OBLIGATIONS and LIABILITY OF THE CONTRACTOR:

The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.

The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. He shall in no way be relieved of his responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

PERFORMING SERVICES:

The Contractor will perform all services according to the requirements and specifications of RFB 1567-14 and as described herein.

OFFER: All pricing shall be fully loaded. The undersigned hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted in EXHIBIT A, in complete accordance with general and detailed specifications included herewith.


12/5/13

EXHIBIT B – PRICING SECTION

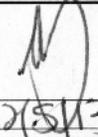
The Contractor agrees to provide NH State Agencies with the services indicated in the Exhibit A of this agreement at the prices as listed below.

The Contract price is not to exceed \$156,000

Hillsborough					
	Delivery time	12/1/2013- 11/30/2014	12/1/2014- 11/30/2015	12/1/2015- 11/30/2016	Total Cost
Additional Cleanings	Per Cleaning	<u>\$17.21</u>	<u>\$17.21</u>	<u>\$17.21</u>	<u>\$51.63</u>
<u>PORTA POTTY, REGULAR</u>					
Emergency Rental Fee (per order charge)	6 hours or less 3 business days	<u>\$55.13</u>	<u>\$55.13</u>	<u>\$55.13</u>	<u>\$165.39</u>
Weekly Rental Fee	3 business days	<u>\$44.97</u>	<u>\$44.97</u>	<u>\$44.97</u>	<u>\$134.91</u>
Monthly Rental Fee	3 business days	<u>\$44.97</u>	<u>\$44.97</u>	<u>\$44.97</u>	<u>\$134.91</u>
<u>PORTA POTTY, ADA COMPLIANT</u>					
Emergency Rental Fee (per order one time charge)	6 hours or less 3 business days	<u>\$95.13</u>	<u>\$95.13</u>	<u>\$95.13</u>	<u>\$285.39</u>
Weekly Rental Fee	3 business days	<u>\$88.97</u>	<u>\$88.97</u>	<u>\$88.97</u>	<u>\$266.91</u>
Monthly Rental Fee	3 business days	<u>\$88.97</u>	<u>\$88.97</u>	<u>\$88.97</u>	<u>\$266.91</u>
Award Total					
(Sum of all totals)					<u>\$1,306.05</u>

Contractor Initials

Date


12/5/13

Merrimack

	Delivery time	12/1/2013- 11/30/2014	12/1/2014- 11/30/2015	12/1/2015- 11/30/2016	Total Cost
Additional Cleanings	Per Cleaning	<u>\$17.21</u>	<u>\$17.21</u>	<u>\$17.21</u>	<u>\$51.63</u>

PORTA POTTY, REGULAR

Emergency Rental Fee (per order charge)	6 hours or less	<u>\$55.13</u>	<u>\$55.13</u>	<u>\$55.13</u>	<u>\$165.39</u>
	3 business days	<u>\$44.97</u>	<u>\$44.97</u>	<u>\$44.97</u>	<u>\$134.91</u>
Weekly Rental Fee	3 business days	<u>\$44.97</u>	<u>\$44.97</u>	<u>\$44.97</u>	<u>\$134.91</u>
Monthly Rental Fee	3 business days	<u>\$44.97</u>	<u>\$44.97</u>	<u>\$44.97</u>	<u>\$134.91</u>

PORTA POTTY, ADA COMPLIANT

Emergency Rental Fee (per order one time charge)	6 hours or less	<u>\$95.13</u>	<u>\$95.13</u>	<u>\$95.13</u>	<u>\$285.39</u>
	3 business days	<u>\$88.97</u>	<u>\$88.97</u>	<u>\$88.97</u>	<u>\$266.91</u>
Weekly Rental Fee	3 business days	<u>\$88.97</u>	<u>\$88.97</u>	<u>\$88.97</u>	<u>\$266.91</u>
Monthly Rental Fee	3 business days	<u>\$88.97</u>	<u>\$88.97</u>	<u>\$88.97</u>	<u>\$266.91</u>

Award Total

(Sum of all totals) \$1,306.05


12/5/13

Rockingham

	Delivery time	12/1/2013- 11/30/2014	12/1/2014- 11/30/2015	12/1/2015- 11/30/2016	Total Cost
Additional Cleanings	Per Cleaning	<u>\$17.21</u>	<u>\$17.21</u>	<u>\$17.21</u>	<u>\$51.63</u>
<u>PORTA POTTY, REGULAR</u>					
Emergency Rental Fee (per order charge)	6 hours or less 3 business days	<u>\$55.13</u>	<u>\$55.13</u>	<u>\$55.13</u>	<u>\$165.39</u>
Weekly Rental Fee	3 business days	<u>\$44.97</u>	<u>\$44.97</u>	<u>\$44.97</u>	<u>\$134.91</u>
Monthly Rental Fee	3 business days	<u>\$44.97</u>	<u>\$44.97</u>	<u>\$44.97</u>	<u>\$134.91</u>
<u>PORTA POTTY, ADA COMPLIANT</u>					
Emergency Rental Fee (per order one time charge)	6 hours or less 3 business days	<u>\$95.13</u>	<u>\$95.13</u>	<u>\$95.13</u>	<u>\$285.39</u>
Weekly Rental Fee	3 business days	<u>\$88.97</u>	<u>\$88.97</u>	<u>\$88.97</u>	<u>\$266.91</u>
Monthly Rental Fee	3 business days	<u>\$88.97</u>	<u>\$88.97</u>	<u>\$88.97</u>	<u>\$266.91</u>
Award Total (Sum of all totals)					<u>\$1,306.05</u>

PAYMENTS

Payment shall be paid in full within thirty (30) days after receipt of a properly documented invoice and acceptance of the work to the State's satisfaction. Invoices shall be submitted by agency for each individual location, or for a group of locations within the same agency. All invoices shall show the location, and the date of service.

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


10/15/13

EXHIBIT C

SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions for this contract.


12/5/13

CORPORATE CONSENT OF THE SOLE SHAREHOLDER

EXCERPT FROM THE CONSENT OF UNITED SITE SERVICES, INC., THE SOLE SHAREHOLDER OF UNITED SITE SERVICES NORTHEAST, INC. DULY NOTICED AND EXECUTED ON NOVEMBER 18, 2010. IT WAS RESOLVED: THAT RON CARAPEZZI, ED SIMONEAU AND GAETANO D'ANNA, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS OFFICERS OF THE CORPORATION, AND RON CARAPEZZI, BRUCE MARTIN, PHILIP MASLOWE AND ROB PETRINI, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS DIRECTORS OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE STATE OF CONNECTICUT OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PROPOSALS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFORE, ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS ON ANY SUCH BID, PROPOSAL, OR CONTRACT. THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID OFFICERS AND DIRECTORS.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE CONSENT OF THE SOLE SHAREHOLDER OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.



GAETANO D'ANNA, GENERAL COUNSEL & SECRETARY
SOLE SHAREHOLDER – UNITED SITE SERVICES, INC.

DATE: December 5, 2013



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

Blanket where required by written contract for commercial work only.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.

ENDORSEMENT

This endorsement, effective 12:01 AM 11/03/2013

Forms a part of policy no.: CQ 493931-1

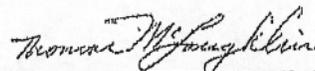
Issued to: UNITED SITE SERVICES, INC.

By: LEXINGTON INSURANCE COMPANY

**WAIVER OF SUBROGATION
(BLANKET)**

~~It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.~~

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (In states where applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
ALL VENDORS	ALL PRODUCTS
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 any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

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

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

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor 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.



Authorized Representative

POLICY NUMBER: CQ 493931-1 ENDORSEMENT

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY:

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

POLICYNUMBER: CQ 493931-1ENDORSEMENT

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

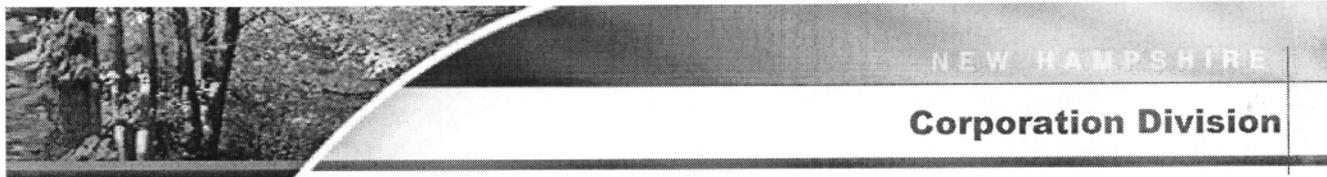
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Blanket where required by written contract for commercial work only.
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online

Date: 12/9/2013
 (Annual Report History, View Images, etc.)

Filed Documents

Business Name History

Name	Name Type
United Site Services Northeast, Inc.	Legal
United Site Services Northeast, Inc.	Home State
HANDY HOUSE, INC.	Prev Legal

Corporation - Foreign - Information

Business ID: 332420
Status: Good Standing
Entity Creation Date: 12/23/1999
State of Business.: MA
Principal Office Address: 50 Washington Street, Suite 100
 Westborough MA 01581
Principal Mailing Address: ATTN: Corporate Accounts Payable
 50 Washington Street, Suite 100
 Westborough MA 01581
Last Annual Report Filed Date: 3/25/2013
Last Annual Report Filed: 2013

Registered Agent

Agent Name: C T Corporation System
Office Address: 9 CAPITOL ST
 CONCORD NH 03301
Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2013

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 Integro USA Inc. dba Integro Insurance Brokers 1 State Street Plaza 9th Floor New York, NY 10004	1-212-295-8000	CONTACT NAME: Lynda Volpe PHONE (A/C No, Ext): (212) 295-5440 E-MAIL ADDRESS: Lynda.volpe@integrogrou.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: LEXINGTON INS CO INSURER B: SAFETY NATL CAS CORP. INSURER C: NORTH AMER ELITE INS CO INSURER D: INSURER E: INSURER F:	NAIC # 19437 15105 29700
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COVERAGES CERTIFICATE NUMBER: 37246938 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CQ 493931-1	11/03/13	11/03/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAS 4047369	11/03/13	11/03/14	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION S			H2U0000281-02	11/03/13	11/03/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			LDS4047370 AOS	11/03/13	11/03/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

State of NH, Administrative Services are included as additional Insured.

CERTIFICATE HOLDER

CANCELLATION

State of NH, Administrative Services, Purchasing Agent, Laura Ingram or her Successor, Bureau of Purchase and Property
25 Capitol St
Room 102
Concord, NH 03301

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

[Signature]

USA

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ACORD 25 (2010/05)
Lynda.Volpe@integrogrou.com_NY
37246938

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