



# New Hampshire Fish and Game Department

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Scott R. Mason  
Executive Director

106

May 16, 2023

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

State House  
Concord, NH 03301

## REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to enter into a contract with Brian Riff (d.b.a. C.D.S. Portable Toilets), Colebrook, NH (Vendor Code #276943), in the amount of \$19,500.00 for Portable Toilet Services for the Statewide Public Boat Access Program effective upon Governor and Council approval through December 31, 2023. Funding source: 75% Federal Funds, 25% Statewide Public Boat Access Funds.

Funds are available in the following account for Fiscal Year 2023, and are anticipated to be available in Fiscal Year 2024, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	<u>FY 2023</u>	<u>FY 2024</u>
03 7575 753520 21170000 Facilities and Lands – Statewide Public Boat Access		
20 07500 21170000 048 500293 Contractual Maintenance	\$3,000.00	\$16,500.00

## Explanation

The NHFG maintains portable toilets (PT) at certain of its Boat Access Areas (BAAs). No PT service company chose to offer a bid to cover Coos County under the current statewide PT service contract and the Bureau of Purchasing and Property therefore determined agencies could contract with any available PT vendor. This contract involves placing one standard and one wheelchair accessible (ADA compliant) PT at six public BAAs in Coos County where NHFG has had PT service in recent years. The service will begin as soon as possible after Governor and Council approval and run through the end of the primary boating season in October.

The NHFG does not have PTs in its inventory of equipment to provide this amenity at BAAs. Providing PTs is necessary to maintain safe and appropriate conditions for launching/retrieving boats by the public at these locations.

Respectfully submitted,

Scott R. Mason  
Executive Director

Kathy Ann LaBonte  
Chief, Business Division

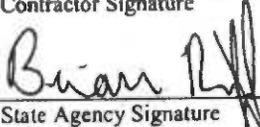
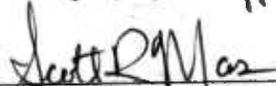
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Brian Riff d.b.a. C.D.S. Portable Toilets		1.4 Contractor Address PO Box 324, Colebrook, NH 03576	
1.5 Contractor Phone Number 603-922-8310	1.6 Account Unit and Class 21170000 048 500293	1.7 Completion Date 12/31/2023	1.8 Price Limitation \$19,500.00
1.9 Contracting Officer for State Agency Scott Mason, Executive Director		1.10 State Agency Telephone Number (603)-271-3511	
1.11 Contractor Signature  Date: 5/7/23		1.12 Name and Title of Contractor Signatory Brian Riff, Owner	
1.13 State Agency Signature  Date: 5/31/23		1.14 Name and Title of State Agency Signatory Scott Mason, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/31/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials BR  
Date 5-15-2023

## 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.J. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**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. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 with respect to the subject matter hereof.

Contractor Initials BR  
Date 5-15-2025

**EXHIBIT A - SPECIAL PROVISIONS:**

**"Portable Toilet Rental for NIFG Boat Ramps in Coos County  
(2023 Season)"**

- A. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

1. The services required to be performed under the terms of this Agreement as written;
2. The services actually performed;
3. Any replacement or substituted services performed with reference to the associated unperformed contracted services.

- B Contractors bidding on Projects with estimated cost less than \$35,000 are not required to post a Bid Bond. A Performance BOND and a payment BOND, will not be required for the faithful performance of the contract.

Contractor's Initials BR  
Date 5-15-2023

**EXHIBIT B - SCOPE OF SERVICES**

**"Portable Toilet Rental for NHFG Boat Ramps in Coos County  
(2023 Season)"**

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

**Purpose:**

The purpose of this Contract is to provide the rental of Portable Toilets in satisfactory functional condition at certain NH Fish and Game Department (NHFG) public boat access areas, furnishing all supplies, as well as being responsible for the cleaning of each unit. This shall include any extra supplies needed such as, but not limited to toilet paper, paper towels and hand sanitizer. For the placement of handicap toilets: Contractor may be required to supply ramps.

**Cleaning:**

Weekly cleanings, at a minimum, are part of the rental fee and shall also include cleaning services, supplies and Delivery/Removal charges.

1. All Portable Toilets under normal usage are estimated to handle a maximum of 100 usages before cleaning is required. All units are to be cleaned one (1) time per week.
2. Contractor and/or their approved sub-contractors and the NHFG designated representative will set forth a weekly cleaning schedule. The Contractor shall maintain the same cleaning visit-day of the week from week to week throughout the term of this contract unless a change is mutually agreed to with the NHFG designated representative.
3. Additional Cleanings may be scheduled as needed at the discretion of the NHFG designated representative. The Contractor shall complete the additional cleaning as soon as possible, and in no case more that 24-hours after notification to proceed.

**Delivery, Placement and Removal:**

Portable Toilets shall be delivered within three (3) business days, or as mutually agreed upon with the NHFG designated representative and Contractor. The Contractor shall be notified when this contract will terminate and the units are to be picked up. Specific numbers and location will be determined by the NHFG designated representative.

At this time, the NHFG requires one (1) Standard toilet and one (1) Handicap toilet at the following boat ramps:

<b>Boat Access Site</b>	<b>City</b>	<b>GPS - Lat/Long</b>
Androscoggin River	Errol	44.787314, -71.121139
Big Diamond Pond	Stewartstown	44.950, -71.315
Clarksville Pond	Clarksville	45.001, -71.397
Fish Pond	Columbia	44.855242, -71.482824
Lake Umbagog	Cambridge	44.702362, -71.055242
Nay Pond	Milan	44.571594, -71.285727

**Handicap Toilets:**

All Handicap toilets shall be compliant with the Americans with Disabilities Act [ADA]. Soap Sanitizer dispenser shall be at a height of 48".

Contractor's Initials

Date

*BS*  
*7/15/23*

**EXHIBIT C - TERMS OF PAYMENT**

**"Portable Toilet Rental for NHFG Boat Ramps in Coos County  
(2023 Season)"**

**Process:**

1. The Contractor shall receive payment for services rendered.
2. Itemized invoices shall be submitted to the New Hampshire Fish and Game Department on a monthly timeframe and after the completion of services and shall include a brief description of the work done along with the location of work.
3. Contractor shall be paid within 30 days after receipt of a properly documented invoice and acceptance of the work to the State's satisfaction.

**Pricing:**

1. Regular Standard Portable Toilet – Monthly Rental Fee: \$200.00
2. Regular Standard Portable Toilet – Weekly Rental Fee: \$200.00
3. ADA Compliant Portable Toilet – Monthly Rental Fee: \$225.00
4. ADA Compliant Portable Toilet – Weekly Rental Fee: \$225.00
5. Additional Cleaning Fee per visit per unit to a location: \$80.00

**Definitions:**

1. Additional Cleaning Fee: The fee for additional cleaning in excess of one (1) time per week. This fee does not apply if the additional cleaning required is caused by anything other than normal use.
2. Monthly Rental Fee: This is the cost for supplying a single Portable Toilet unit per month (8 days up to 30 or 31 calendar day interval).
3. Weekly Rental Fee: This is a charge for supplying a single Portable Toilet unit for up to Seven (7) days, inclusive.

Contractor's Initials BR  
Date 5-15-2023

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that C.D.S. PORTABLE TOILETS is a New Hampshire Trade Name registered to transact business in New Hampshire on January 17, 2019. 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: **810868**

Certificate Number: **0006217542**



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. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/08/2023

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> Geo M Stevens & Son Co 102 Main Street Colebrook NH 03578		<b>CONTACT NAME:</b> Amy Mihalik <b>PHONE (A/C, No, Ext):</b> (803) 237-4788 <b>E-MAIL ADDRESS:</b> amihalik@gms-ins.com <b>FAX (A/C, No):</b> (803) 237-5315	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Concord General Mut. Ins. Co.	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL234414878      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20023790	04/17/2023	04/17/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		20001423	05/18/2023	05/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
New Hampshire Fish and Game 11 Hazen Drive 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 

## Graaskamp, Garret

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**From:** Brisson, Erica  
**Sent:** Thursday, May 14, 2020 3:10 PM  
**To:** Graaskamp, Garret  
**Cc:** Aslin, Christopher  
**Subject:** RE: Portable Toilet Contract: non-covered counties  
**Attachments:** RFQ 931-20 Septic Holding Tank Pumping.pdf; RFQ 931-20 Septic Pumping Attachment.xlsx

Hello Garret

The counties that were not included on the contract, agencies can go to whomever they would like for coverage including the two current contractors. As far if anyone bid on those counties, the award sheet listed online would show those results under RFB 2217-20. The hope with RFB 2217-20 was that we would have every county covered with appropriate pricing. With that being said, I was able to find multiple companies that offer such services in those counties that we didn't award however majority were subcontracted through United.

Not sure what your plan is but maybe an RFQ or an RFI might help? I am attaching one for septic pumping that you would copy the scope of services from the current portable toilet contract. If price is an issue due to the current budget I would put that somewhere within the RFQ or RFI.

Let me know if I can be of any further help.

Erica

**Erica Brisson**  
Purchasing Agent – Service Contracts  
Department of Administrative Services  
Bureau of Purchasing and Property  
25 Capitol Street, RM 102  
Concord, NH 03301  
(603) 271-7272  
Email: [Erica.Brisson@das.nh.gov](mailto:Erica.Brisson@das.nh.gov)  
<https://das.nh.gov/purchasing>

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**From:** Graaskamp, Garret <Garret.Graaskamp@wildlife.nh.gov>  
**Sent:** Thursday, May 14, 2020 2:26 PM  
**To:** Brisson, Erica <Erica.D.Brisson@das.nh.gov>  
**Cc:** Aslin, Christopher <Christopher.Aslin@doj.nh.gov>  
**Subject:** Portable Toilet Contract: non-covered counties

Erica Brisson

Purchasing Agent – Service Contracts  
Department of Administrative Services  
Bureau of Purchasing and Property  
25 Capitol Street, RM 102  
Concord, NH 03301  
(603) 271-7272  
Email: [Erica.Brisson@das.nh.gov](mailto:Erica.Brisson@das.nh.gov)  
<https://das.nh.gov/purchasing>

Hi Erica:

I am glad to hear you are safely ensconced at home. I am at the office, but I am the only one here for most of the day.

I am deploying portable toilets in counties (Grafton in particular) that are not covered by either CDS or United Site Services under the statewide contract system. I want to confirm that this contract was solicited publically with the intent of covering all NH counties, but unfortunately no companies bid to cover some of the counties including Grafton. Is it true that PT vendors had to opportunity to cover Grafton county but no company chose to fulfill that option?

Thank you for your help.

Stay safely distanced,

Garret Graaskamp, P.G.  
Coordinator  
Statewide Public Boat Access Program  
NH Fish and Game Department  
11 Hazen Drive, Concord, NH 03301  
Direct: 603-271-1748  
[Garret.Graaskamp@wildlife.nh.gov](mailto:Garret.Graaskamp@wildlife.nh.gov)  
*NH Fish and Game.....connecting you to life outdoors*  
[www.wildnh.com](http://www.wildnh.com)  
[www.facebook.com/nhfishandgame](https://www.facebook.com/nhfishandgame)

*Did you know? New Hampshire Fish and Game manages 135 free public boat access sites to NH's 930 lakes and Great Ponds, 12,000 miles of rivers and 13 miles of coastline and of the 9,349 square miles within the state boundary of New Hampshire, 397 square miles (4.2%) are covered by water.*