STATE OF ARKANSAS

Copy of Term Contract - DO NOT PROCESS

Vendor No. 100171761
Contact Scott Thone @ 501-753-7140
Your reference SP-12-0204R

PORTABLE SANITATION INC
ARKANSAS PORTABLE TOILETS & GO
PO Box 34033
LITTLE ROCK AR 72203

Contract No. 4600024657
Date 06/05/2012

Contact Julia Shackelford
Telephone 501-371-6079
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:
AS SPECIFIED ON AGENCY PURCHASE ORDER

Ship To:
STATEWIDE DELIVERY
LITTLE ROCK AR 72201

Valid from: 07/01/2012
Valid to: 06/30/2013

AWARD NUMBER: SP-12-0204R
COMMODITY: PORTABLE TOILET RENTAL SERVICE & DELIVERY

VENDOR CONTACT: SCOTT THONE @ 501-753-7140
FAX NUMBER: 501-945-0187

SERVICE REGIONS: Region 1-Northwest, Region 2-Northeast, Region 4-Southwest

This is a term contract issued by the Office of State Procurement. This is not authority to ship. A separate purchase order will be issued. This contract constitutes acceptance of your bid along with all terms and conditions therein and signifies the offerer's knowledge and acceptance of all terms and conditions set forth within the invitation for bid.

Contract Period: The term of this contract shall be for a period of twelve (12) months beginningJuly 1, 2012 through June 30, 2013 with options to renew in six (6) one (1) year increments or a portion thereof upon mutual agreement.

SCOPE: This is a TERM contract to provide PORTABLE TOILET RENTAL UNITS, REGULAR, HANDICAP-ACCESSIBLE AND WASH STATIONS for all State Agencies and Cooperative Purchasing Program participants within Arkansas. This contract may be used on an as needed basis or during Emergency Activation.

COOPERATIVE PURCHASING PROGRAM PARTICIPATION: Arkansas' Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain nonprofit corporations, etc.) may participate in state purchasing contracts. The contractor therefore agree(s) to sell to Cooperative Purchasing Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within must be equally applied to such participants.

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0001	10105880 TOILET,PORTABLE,RENTAL (REGULAR UNITS) RENTAL DAILY	1	each	40.00	$ 40.00
0002	10105880 TOILET,PORTABLE,RENTAL (REGULAR UNITS) RENTAL WEEKLY	1	Weeks	520.00	$ 520.00
0003	10105880 TOILET,PORTABLE,RENTAL (REGULAR UNITS) RENTAL MONTHLY	1	Months	800.00	$ 800.00
0004	10105880 TOILET,PORTABLE,RENTAL (HANDICAP UNITS) RENTAL DAILY	1	each	80.00	$ 80.00
0005	10105880 TOILET,PORTABLE,RENTAL (HANDICAP UNITS) RENTAL WEEKLY	1	Weeks	700.00	$ 700.00
0006	10105880 TOILET,PORTABLE,RENTAL (HANDICAP UNITS) RENTAL MONTHLY	1	Months	1,200.00	$ 1,200.00
0007	10024690 MISCELLANEOUS SERVICES, MISC,EACH (SCHEDULED CLEANING) PER UNIT PER MONTH WHEN SERVICED ONCE PER WEEK, DURING BUSINESS HOURS	1	each	40.00	$ 40.00
0008	10024690 MISCELLANEOUS SERVICES, MISC,EACH (SCHEDULED CLEANING) PER UNIT PER MONTH WHEN SERVICED TWICE PER WEEK, DURING BUSINESS HOURS	1	each	80.00	$ 80.00
0009	10024690 MISCELLANEOUS SERVICES, MISC,EACH	1	each	120.00	$ 120.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	(SCHEDULED CLEANING) PER UNIT PER MONTH WHEN SERVICED THREE TIMES PER WEEK, DURING BUSINESS HOURS				
0010	10024690 MISCELLANEOUS SERVICES, MISC,EACH (SCHEDULED CLEANING) PER UNIT PER MONTH WHEN SERVICED AFTER-HOURS, WEEKENDS OR HOLIDAYS	1	each	75.00	$ 75.00
0011	10024690 MISCELLANEOUS SERVICES, MISC,EACH (NONSCHEDULED CLEANING) PER UNIT PER MONTH WHEN SERVICED DURING BUSINESS HOURS	1	each	75.00	$ 75.00
0012	10024690 MISCELLANEOUS SERVICES, MISC,EACH NONSCHEDULED CLEANING, PER VISIT. PER UNIT PER MONTH WHEN SERVICED AFTER-HOURS WEEKENDS OR HOLIDAYS.	1	each	115.00	$ 115.00
	Estimated Net Value				**3,845.00**

INTRODUCTION: This contract is to establish a term contract to provide for the procurement of Portable Toilet Rental Service and Delivery for All State Agencies and Cooperative Purchasing Program participants to various locations separated by pre-established regions, throughout Arkansas as needed for emergency purposes, twenty four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The resulting contract will include States of Emergency declared by the Governor, national disasters, or emergencies determined by the Arkansas Department of Emergency Management (ADEM). This contract may be used on an as needed basis or during an Emergency Activation.

QUANTITIES: The State reserves the right to adjust the quantities as necessary. The quantity of goods and services ordered must not be exceeded or reduced without the State's permission in writing except in conformity with acknowledged industry tolerances.

MINIMUM ORDERS: The agency may order as many as one hundred (100) or more and as few as one (1). Based on the State's requirements on an as need basis. Requirements may be based on Statewide Emergency Activation.

RECORDS MAINTENANCE: Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. The records shall be retained by the Contractor for at least five (5) years after the Contract terminates, or until all audits initiated within the five (5) years have been completed, whichever is later.

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PRIME CONTRACTOR RESPONSIBILITY: The contractor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

If any part of the work must be subcontracted, vendor must include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their technical bid response.

The contractor shall give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

CONDITIONS OF CONTRACT: The successful vendor shall at all times observe and comply with federal and state laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful vendor.

STATEMENT OF LIABILITY: The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor(s) is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

AWARD RESPONSIBILITY: The State Procurement Official will be responsible for award and administration of any resulting contract.

PRICE CHANGE CLAUSE: Prices will remain firm for the first term of the contract. In the event of an industry wide price increase, the contractor may request a price adjustment at the time of the contract extension request, provided the contractor submits documentation from the manufacturer certifying/justifying the increased cost. After receipt of required documentation and in the event a price change is authorized thereafter, said prices will remain firm for any period agreed upon for extension.

In the event of a general price decrease, the State shall be guaranteed full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

DELIVERY: FOB destination, delivery within four (4) to six (6) hours of the receipt of order unless otherwise requested on order. Contract will be awarded to five (5) regions with various delivery locations being used within each region. Unless otherwise stated, the goods and services specified or called for in this bid, will be delivered or completely performed by the successful vendor within the period set out herein as the guaranteed period of delivery or completion after receipt of order.

The vendor agree to make deliveries, only upon receipt of a duly signed and approved purchase order issued by the User Purchasing and Contracts Manager or designated representative. Delivery made without such purchase order will be at vendor's risk.

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FREIGHT: Prices will be Free on Board(F.O.B.) Destination to the delivery location designated herein. Vendor will retain title and control of all goods until they are delivered and the contract has been completed. The State will notify the vendor promptly of any damaged goods and will assist the vendor in arranging for inspection. All risk of transportation and all related charges will be the responsibility of the vendor. The vendor will file all claims for visible or concealed damage.

NOTE: Statewide Emergency Activation may require an emergency delivery requirement. The best route of delivery, based on the emergency, will be requested at that time and agreed upon between the State of Arkansas and the awarded vendor. Should the delivery during Statewide Emergency Activation require additional cost, that cost is to be negotiated by the awarded vendor and the ordering agency at the time of order placement.

CANCELLATION: In the event the State no longer needs the commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any purchase orders issued and received by the vendor prior to the cancellation date may be processed by the vendor and paid for but this does not obligate the State to continue the contract beyond the cancellation date.

PRICING: Prices include all of the materials and operations necessary for the production of items specified.

NOTE:
1. The State will not be obligated to pay any costs not identified on the Contract Award.
2. Any cost not identified but subsequently incurred in order to achieve goods required shall be borne by the vendor.

INVOICING: DO NOT INVOICE THE STATE OF ARKANSAS, OFFICE OF STATE PROCUREMENT. Contractor will invoice the ordering agency. An itemized invoice addressed to the ordering agency reflecting the purchase order number, quantity, contract number, item description, and unit price is required.

INSURANCE REQUIREMENTS: Successful vendor must furnish an approved "Certification of Insurance", and must keep the insurance in force throughout the contract period. The insurance may not be modified without the Office of State Procurement approval. The following is a list of liability limits.

Workers Compensation and Employee Fidelity Coverage
Standard limits as outlined by vendor's insurance carrier.

A. Workers Compensation and Employees Liability Policy
Workers Compensation Statutory Limits
Employers Liability $2,000,000.00 each accident

B. Comprehensive General Liability Policy
Premises and Operations
Contractual Insurance
Personal Injury

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Each item listed in Section B must have:

Bodily Injury:
$1,000,000.00 each person
$1,000,000.00 each occurrence

Property Damage:
$2,000,000.00 each occurrence
$2,000,000.00 aggregate

Automobile Liability: $1,000,000.00
(Including, non-owned and hired vehicles)

THE CONTRACTOR WILL ASSUME ALL LIABILITY FOR ANY ACCIDENTAL OR CRIMINAL OCCURRENCE.

MISCELLANEOUS CHARGES/ALLOWANCES: Prior to any work being performed under this contract that will result in additional costs, written authorization must be obtained from the Office of State Procurement.

LICENSES: Vendor will maintain, in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the vendor as applicable to this contract. The vendor and all of his employees or agents will secure and maintain in force such licenses and permits as are required by law, and by the State, in connection with the furnishing of goods or services requested.

VENDOR RESPONSIBILITIES: Contractor must be capable of the following:

a) Provide Portable Toilet Rental Units, Regular, Handicap-Accessible and Wash Stations, as shown in Specifications
b) 24/7 Availability for ordering products
c) Provide product of current technology
d) State Declared Emergency Delivery Capabilities
e) Provide Bilingual Product Identification (English and Spanish)
f) Provide Tracking Abilities of both shipped and invoiced products

RENTAL UNITS, REGULAR, HANDICAP-ACCESSIBLE AND WASH STATIONS: It will be the successful vendor's responsibility to deliver unit(s) on the date(s) and time(s) requested. Vendor(s) will be responsible for delivery and set up of unit(s). Upon completion of rental, vendor will pick up unit(s) on date(s) and time(s) requested by agency representatives.

Minimum services performed will include:
A. Pump out waste
B. Restock toilet tissue, minimum two rolls per day
C. Sanitize tank and seat and wipe down seat
D. Remove trash and graffiti, immediately upon discovery
E. Refill waste holding tank with chemicals and water
F. Mop and sanitize floor

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G. Perform visible repairs or repairs that have been reported by agency representative.
H. Vendor will be responsible for maintaining unit in operable condition, replacing paper dispensers, hinges, doors, etc., immediately upon discovery.
I. Vendor will insure that toilet tissue will be placed in all units at the time of service.
J. Vendor, at no charge to the agency, will right units that have been overturned.
K. Units to be provided will be regular and/or handicapped, with any price differences indicated in bid.
L. Each unit will be equipped with original equipment or the manufacturer's replacement parts. Units with altered or rigged equipment will not be accepted, i.e., eye and hook as replacement for locking mechanism.
M. Each unit will be equipped with a working lock system, occupied/vacant indicator, tissue paper holder that is firmly attached to the unit per manufacturer's specification, seat cover will be hinged and in working order.
N. All other equipment will be in good, working order.
O. All units will be consistent in color, appearance and age. These units are for public use and must represent a positive image.
P. The Office of State Procurement reserves the right to inspect the vendor's inventory of units prior to award of a contract.
Q. Vendor will notify agency immediately in the case of vandalized units and vice versa.

RENTAL FEES will be based on services requested and will apply to units furnished and delivered by the vendor. In the event a rental unit is damaged or destroyed during the rental period through no fault of vendor or the agency (i.e. through act of God, fire, vandalism, or some other intentional act), vendor will bear the risk of such loss and, at vendor's option, vendor will insure against such loss. Agency will have the right to request the replacement of the units provided such request is made by an authorized agency representative in writing.

Scheduled Services: Services will be defined as those services where vendor or vendor's representative has been given a 24-hour advance notice by the agency. Scheduled services will include those services rendered after-hours, on weekends, and on holidays.

Services rendered during normal business hours will be performed at no additional cost to the agency.

Nonscheduled Services: The agency defines nonscheduled services as those services where vendor or vendor's representative receives less than 24-hours notice. An example of nonscheduled services could include unforeseen circumstances where public health dictates servicing units PRIOR TO scheduled service due to heavy usage.

These services rendered during normal business hours will be performed at no additional cost to the agency. Services rendered after the normal business hours listed in Additional Requirements, or services rendered on weekends and holidays, may be charged at a reasonable rate to compensate vendor for service calls and associated overhead. However, if vendor elects to provide services at no additional cost to the agency, vendor will indicate "no charge" on Price Sheet.

PRICING: Prices are for furnishing Portable Toilets and Services requested for specific locations. Prices for rental units will include initial treating for units and cleaning of units prior to or at final destination including any additional cleaning required upon retrieval of rental units. Prices will reflect all dumping fees or costs associated with type of Portable Toilet Rentals and Services listed below. Failure to include all costs will result in the expense being borne by vendor.

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A. DAILY RENTALS: Daily rental is defined as each day the unit is used by the agency, based on date required by authorized representative. Delivery of units prior to date required or retrieval of units after designated date will be at no charge to the agency. If daily rental extends higher than cost for weekly rental, vendor will invoice at lower weekly rate, whichever is less.
B. WEEKLY RENTALS: Weekly rental is defined as any consecutive seven-day usage by the agency based on date and time required by authorized representative (i.e., Monday through Sunday, Tuesday through Monday, etc). Delivery of units prior to day and time required or retrieval of units after designated day or time will be at no charge to the agency. If weekly rental extends higher than cost for monthly rentals, vendor will invoice at lower monthly rate. Weekly rental will include servicing of unit every other day, i.e., Monday, Wednesday and Friday.
C. MONTHLY RENTALS: Monthly rental is defined as any consecutive 30-day usage by the agency, based on date and time required by authorized representative (i.e., 15th of July to 14th of August, 2nd of August to 1st of September). Delivery of units prior to date and time will be at no charge to the agency. Monthly rentals will include servicing of units every other day, i.e., Monday, Wednesday, and Friday.
D. ADDITIONAL CLEANING SERVICES: Services that are not typical to type of service arrangement originally requested may be assessed per unit being rented by agency. Additionally Cleaning Services may include those services not generally included in the rates quoted for Daily, Weekly, or Monthly Services. Additional services may also be those services requested to minimize or reduce any public health concerns.

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.

2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.

3. DISCOUNTS: All cash discounts offered will be taken if earned.

4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.

5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.

6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

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8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10.DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the

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contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.