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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

July 24, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter to a new contract (Contract #8003505) with Clean Restroom Rentals, Inc. (VC# 488928), Westborough, MA in an amount up to and not to exceed $812,963.25 for portable toilet services in Belknap, Carroll, Cheshire, Hillsborough, Merrimack, Rockingham, and Strafford Counties, with the option to renew for up to an additional three years effective upon Governor and Exectuvie Council approval through November 30, 2029.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued request for information (RFI) 2024-420 on March 25, 2024 with responses due by April 24, 2024. The results showed significant savings to the State utilizing multiple different vendors than the current contract (Contract # 8003151) vendor, United Site Services Northeast, as well as full state coverage, where the current contract only covers five counties.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2908-24 for portable toilet services for the State of New Hampshire on April 30, 2024, with responses due on June 3, 2024. The RFB award proposed a multiple vendor award based on lowest cost per county. The RFB reached 22 vendors through the NIGP registry with an additional 21 directly sourced. There were four (4) compliant responses received with the lowest being Clean Restroom Rentals, Inc. for Belknap, Carroll, Cheshire, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan Counties.

The requested price limitation of $812,963.25 is not comparable to the current contract (Contract #8003151) since Carroll and Cheshire counties are not covered under the current

contract. Of the comparable locations, there is $14,368 (14%) in annual savings. Clean Restroom Rentals, Inc. also offers a quantity discount of 7% for 11+ rentals per location. The proposed contract offers state incentive discounts of 0.25% to 0.50% for prompt payments. The requested amount is adequate and will cover the full term. The price limitation is calculated from actual expenditures in business intelligence reports and the proposed offer sheet providing an accurate estimation of spend.

Contract financials	
Current Contract Limitation (3 Years/5 counties)	$1,450,000.00
New Contract Projected Yearly Spend	$120,439.00
New Contract Projected Term Spend	$602,195.00
Add 10% for Balance of Product Line	$60,219.50
Add 25% for BI usage reports spend	$150,548.75
New requested price limitation (5 Years/7 counties)	$812,963.25

Based on the foregoing, I am respectfully recommending approval of the contract with Clean Restroom Rentals, Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Bid Description	Portable Toilets	Agency	Statewide
RFB#	2908-24	Requisition#	N/A
Agent Name	James Poulin	Bid Closing	June 3, 2024

Indicates Award: ☐

Qty.	UOM	Product Description	Clean Restroom Rentals		CDS Portable Toilets		Unity Sourcing, LLC		United Site Services, LLC		Expiring Contract	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
		Belknap County										
1	EA	County Regular Toilet Total	$11,730.00	$11,730.00			$11,575.00	$11,575.00	$16,575.00	$16,575.00	$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$4,700.00	$4,700.00			$5,985.00	$5,985.00	$8,248.50	$8,248.50	$6,345.00	$6,345.00
		Sub Total		**$16,430.00**				**$17,560.00**		**$24,823.50**		**$19,095.00**
		Carroll County										
1	EA	County Regular Toilet Total	$11,385.00	$11,385.00			$11,200.00	$11,200.00				
1	EA	County ADA Toilet Total	$4,800.00	$4,800.00			$6,120.00	$6,120.00				
		Sub Total		**$16,185.00**				**$17,320.00**				
		Cheshire County										
1	EA	County Regular Toilet Total	$12,972.00	$12,972.00			$12,925.00	$12,925.00				
1	EA	County ADA Toilet Total	$4,700.00	$4,700.00			$5,985.00	$5,985.00				
		Sub Total		**$17,672.00**				**$18,910.00**				
		Coos County										
1	EA	County Regular Toilet Total			$38,250.00	$38,250.00	$11,575.00	$11,575.00				
1	EA	County ADA Toilet Total			$15,400.00	$15,400.00	$7,200.00	$7,200.00				
		Sub Total				**$53,650.00**		**$18,775.00**				
		Grafton County										
1	EA	County Regular Toilet Total					$12,175.00	$12,175.00				
1	EA	County ADA Toilet Total					$7,200.00	$7,200.00				
		Sub Total						**$19,375.00**				
		Hillsborough County										
1	EA	County Regular Toilet Total	$12,351.00	$12,351.00			$12,250.00	$12,250.00	$17,452.50	$17,452.50	$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$5,100.00	$5,100.00			$6,525.00	$6,525.00	$8,950.50	$8,950.50	$6,345.00	$6,345.00
		Sub Total		**$17,451.00**				**$18,775.00**		**$26,403.00**		**$20,310.00**
		Merrimack County										
1	EA	County Regular Toilet Total	$11,799.00	$11,799.00			$11,650.00	$11,650.00	$16,672.50	$16,672.50	$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$5,000.00	$5,000.00			$6,390.00	$6,390.00	$8,775.00	$8,775.00	$6,345.00	$6,345.00
		Sub Total		**$16,799.00**				**$18,040.00**		**$25,447.50**		**$19,575.00**
		Rockingham County										
1	EA	County Regular Toilet Total	$13,317.00	$13,317.00			$13,300.00	$13,300.00	$18,817.50	$18,817.50	$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$5,600.00	$5,600.00			$7,200.00	$7,200.00	$9,828.00	$9,828.00	$6,345.00	$6,345.00
		Sub Total		**$18,917.00**				**$20,500.00**		**$28,645.50**		**$22,035.00**
		Stafford County										
1	EA	County Regular Toilet Total	$11,385.00	$11,385.00			$11,200.00	$11,200.00			$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$5,600.00	$5,600.00			$7,200.00	$7,200.00			$6,345.00	$6,345.00
		Sub Total		**$16,985.00**				**$18,400.00**				**$19,935.00**
		Sullivan County										
1	EA	County Regular Toilet Total					$11,575.00	$11,575.00	$16,575.00	$16,575.00		
1	EA	County ADA Toilet Total					$5,985.00	$5,985.00	$8,248.50	$8,248.50		
		Sub Total						**$17,560.00**		**$24,823.50**		
		Total		**$120,439.00**		**$53,650.00**		**$185,215.00**		**$130,143.00**		**$100,950.00**

Estimated Annual Spend	$120,439.00	**Current Contract annual**	$100,950.00
Estimated term spend	$602,195.00	**Expiring contract term**	$1,450,000.00
Add allowance for balance of product line (10%)	$60,219.50	**Cost Savings X% or**	$637,036.75
Add allowance for BI usage reports spend (25%)	$150,548.75	**Delta: new vs. expiring**	44%
Recommended price limitation	$812,963.25		

Recommendation Summary			
Statewide Contract or Amendment	Contract		
Term of Contract	5 Years		
Price Limitation	$812,963.25		
Number of Solicitations Received	4		
Number of Sourced bidders	21		
Number of NIGP Vendors Sourced	22		
Number of non-responsive bidders	39		
P-37 Checklist Complete	Yes		
D&B Report Attached	No		
Method of Payment (P-card/ACH)	P-Card and ACH		
FOB Delivered	Yes		
Expiring Contract Price Limitation	$1,450,000.00		
Total Cost Savings ($/%)	$637,036.75	44%	Savings

Special Notes: Bid tab for Clean Restoom Rentals, Inc. shows a 5 year term with 7 counties covered compared to current 3 year term with 5 counties covered. 44% savings estimated when compared to the overall term.

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Portable Toilets	Agency	Statewide
RFB#	2908-24	Requisition#	N/A
Agent Name	James Poulin	Bid Closing	June 3, 2024

Indicates Award: ☐

Qty.	UOM	Product Description	Clean Restroom Rentals		CDS Portable Toilets		Unity Sourcing, LLC		United Site Services, LLC		Expiring Contract	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
		Belknap County										
1	EA	County Regular Toilet Total	$11,730.00	$11,730.00			$11,575.00	$11,575.00	$16,575.00	$16,575.00	$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$4,700.00	$4,700.00			$5,985.00	$5,985.00	$8,248.50	$8,248.50	$6,345.00	$6,345.00
		Sub Total		**$16,430.00**				**$17,560.00**		**$24,823.50**		**$19,095.00**
		Carroll County										
1	EA	County Regular Toilet Total	$11,385.00	$11,385.00			$11,200.00	$11,200.00				
1	EA	County ADA Toilet Total	$4,800.00	$4,800.00			$6,120.00	$6,120.00				
		Sub Total		**$16,185.00**				**$17,320.00**				
		Cheshire County										
1	EA	County Regular Toilet Total	$12,972.00	$12,972.00			$12,925.00	$12,925.00				
1	EA	County ADA Toilet Total	$4,700.00	$4,700.00			$5,985.00	$5,985.00				
		Sub Total		**$17,672.00**				**$18,910.00**				
		Coos County										
1	EA	County Regular Toilet Total			$38,250.00	$38,250.00	$11,575.00	$11,575.00				
1	EA	County ADA Toilet Total			$15,400.00	$15,400.00	$7,200.00	$7,200.00				
		Sub Total				**$53,650.00**		**$18,775.00**				
		Grafton County										
1	EA	County Regular Toilet Total					$12,175.00	$12,175.00				
1	EA	County ADA Toilet Total					$7,200.00	$7,200.00				
		Sub Total						**$19,375.00**				
		Hillsborough County										
1	EA	County Regular Toilet Total	$12,351.00	$12,351.00			$12,250.00	$12,250.00	$17,452.50	$17,452.50	$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$5,100.00	$5,100.00			$6,525.00	$6,525.00	$8,950.50	$8,950.50	$6,345.00	$6,345.00
		Sub Total		**$17,451.00**				**$18,775.00**		**$26,403.00**		**$20,310.00**
		Merrimack County										
1	EA	County Regular Toilet Total	$11,799.00	$11,799.00			$11,650.00	$11,650.00	$16,672.50	$16,672.50	$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$5,000.00	$5,000.00			$6,390.00	$6,390.00	$8,775.00	$8,775.00	$6,345.00	$6,345.00
		Sub Total		**$16,799.00**				**$18,040.00**		**$25,447.50**		**$19,575.00**
		Rockingham County										
1	EA	County Regular Toilet Total	$13,317.00	$13,317.00			$13,300.00	$13,300.00	$18,817.50	$18,817.50	$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$5,600.00	$5,600.00			$7,200.00	$7,200.00	$9,828.00	$9,828.00	$6,345.00	$6,345.00
		Sub Total		**$18,917.00**				**$20,500.00**		**$28,645.50**		**$22,035.00**
		Stafford County										
1	EA	County Regular Toilet Total	$11,385.00	$11,385.00			$11,200.00	$11,200.00			$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$5,600.00	$5,600.00			$7,200.00	$7,200.00			$6,345.00	$6,345.00
		Sub Total		**$16,985.00**				**$18,400.00**				**$19,935.00**
		Sullivan County										
1	EA	County Regular Toilet Total					$11,575.00	$11,575.00	$16,575.00	$16,575.00		
1	EA	County ADA Toilet Total					$5,985.00	$5,985.00	$8,248.50	$8,248.50		
		Sub Total						**$17,560.00**		**$24,823.50**		
		Total		**$120,439.00**		**$53,650.00**		**$185,215.00**		**$130,143.00**		**$100,950.00**

Estimated Annual Spend	$176,149.00	**Current Contract annual**	$100,950.00
Estimated term spend	$880,745.00	**Expiring contract term**	$1,450,000.00
Add allowance for balance of product line (10%)	$88,074.50	**Cost Savings X% or**	$260,994.25
Add allowance for BI usage reports spend (25%)	$220,186.25	**Delta: new vs. expiring**	18%
Recommended price limitation	$1,189,005.75		

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Recommendation Summary			
Statewide Contract or Amendment	Contract		
Term of Contract	5 Years		
Price Limitation	$1,189,005.75		
Number of Solicitations Received	4		
Number of Sourced bidders	21		
Number of NIGP Vendors Sourced	22		
Number of non-responsive bidders	39		
P-37 Checklist Complete	Yes		
D&B Report Attached	No		
Method of Payment (P-card/ACH)	P-Card and ACH		
FOB Delivered	Yes		
Expiring Contract Price Limitation	$1,450,000.00		
Total Cost Savings ($/%)	$260,994.25	18%	Savings

Special Notes: 5 more counties are being covered, the term has increased to 5 years from 3 years. Bid award will be split into 2 contracts with Unity Sourcing LLC and Clean Restroom Rentals.

Qty.	UOM	Product Description	Clean Restroom Rentals		CDS Portable Toilets		Unity Sourcing LLC		Current Contract	
			Unit Cost	Delivered Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
				Belknap County						
1	EA	County Regular Toilet Total	$11,730.00	$11,730.00					$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$4,700.00	$4,700.00					$6,345.00	$6,345.00
		Sub Total		$16,430.00						$19,095.00
				Carroll County						
1	EA	County Regular Toilet Total								
1	EA	County ADA Toilet Total								
		Sub Total								
				Cheshire County						
1	EA	County Regular Toilet Total								
1	EA	County ADA Toilet Total								
		Sub Total								
				Coos County						
1	EA	County Regular Toilet Total								
1	EA	County ADA Toilet Total								
		Sub Total								
				Grafton County						
1	EA	County Regular Toilet Total								
1	EA	County ADA Toilet Total								
		Sub Total								
				Hillsborough County						
1	EA	County Regular Toilet Total	$12,351.00	$12,351.00					$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$5,100.00	$5,100.00					$6,345.00	$6,345.00
		Sub Total		$17,451.00						$20,310.00
				Merrimack County						
1	EA	County Regular Toilet Total	$11,799.00	$11,799.00					$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$5,000.00	$5,000.00					$6,345.00	$6,345.00
		Sub Total		$16,799.00						$19,575.00
				Rockingham County						
1	EA	County Regular Toilet Total	$13,317.00	$13,317.00					$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$5,600.00	$5,600.00					$6,345.00	$6,345.00
		Sub Total		$18,917.00						$22,035.00
				Stafford County						
1	EA	County Regular Toilet Total	$11,385.00	$11,385.00					$12,750.00	$12,750.00
1	EA	County ADA Toilet Total	$5,600.00	$5,600.00					$6,345.00	$6,345.00
		Sub Total		$16,985.00						$19,935.00
				Sullivan County						
1	EA	County Regular Toilet Total								
1	EA	County ADA Toilet Total								
		Sub Total								
		Total		$86,582.00		$0.00		$0.00		$100,950.00

Estimated annual spend	$86,582.00	Current contract annual	$100,950.00
Estimated term spend	$432,910.00	Current contract term	$504,750.00
Add allowance for balance of product line	$43,291.00	Cost Savings X% or	$28,549.00
Recommended price limitation	$476,201.00	Delta: new vs. expiring	14%

Recommendation Summary			
Statewide Contract or Amendment	Contract		
Term of Contract	5 Years		
Expiring Contract Price Limitation	$1,450,000.00		
Total Cost Savings ($/%)	$28,549.00	14%	Savings

Special Notes: Clean Restoom Rentals offers 7% discount on quantities over 11.

Qty.	UOM	Product Description	Clean Restroom Rentals		CDS Portable Toilets		Unity Sourcing LLC		United Site Services		Current Contract	
			Unit Cost	Delivered Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
		Belknap County										
10	EA	2-3 Day Special Event Rental Fee (Regular Portable Toilet)	$69.00	$690.00			$70.00	$700.00	$97.50	$975.00	$75.00	$750.00
25	EA	Weekly Rental Fee (Regular Portable Toilet)	$69.00	$1,725.00			$70.00	$1,750.00	$97.50	$2,437.50	$75.00	$1,875.00
15	EA	Monthly Rental Fee (Regular Portable Toilet)	$69.00	$1,035.00			$75.00	$1,125.00	$97.50	$1,462.50	$75.00	$1,125.00
10	EA	Annual Rental Fee (Regular Portable Toilet)	$828.00	$8,280.00			$800.00	$8,000.00	$1,170.00	$11,700.00	$900.00	$9,000.00
3	EA	2-3 Day Special Event Rental Fee (ADA Portable Toilet)	$100.00	$300.00			$135.00	$405.00	$175.50	$526.50	$135.00	$405.00
6	EA	Weekly Rental Fee (ADA Portable Toilet)	$100.00	$600.00			$135.00	$810.00	$175.50	$1,053.00	$135.00	$810.00
2	EA	Monthly Rental Fee (ADA Portable Toilet)	$100.00	$200.00			$135.00	$270.00	$175.50	$351.00	$135.00	$270.00
3	EA	Annual Rental Fee (ADA Portable Toilet)	$1,200.00	$3,600.00			$1,500.00	$4,500.00	$2,106.00	$6,318.00	$1,620.00	$4,860.00
1	EA	Emergency Rental Fee (per order charge) (information only)	$80.00				$90.00		$110.50		$85.00	
1	EA	Additional Cleaning Fee (information only)	$20.00				$22.00		$28.60		$22.00	
3-5	EA	Quantity Discounts (per location) (information only)	0%				0%		0%		0%	
6-10	EA	Quantity Discounts (per location) (information only)	0%				0%		0%		0%	
11+	EA	Quantity Discounts (per location) (information only)	7%				0%		0%		0%	
		Sub Total		$16,430.00		$0.00		$17,560.00		$24,823.50		$19,095.00

Estimated annual spend	$16,430.00	Expiring contract annual	$19,095.00
Estimated term spend	$82,150.00	Expiring contract term	$95,475.00
Add allowance for balance of product line (10%)	$8,215.00	Cost Savings X% or	$15,427.50
Add allowance for BI usage reports spend (25%)	$20,537.50	Delta: new vs. expiring	14%
Recommended price limitation	$110,902.50		

Qty.	UOM	Product Description	Clean Restroom Rentals		CDS Portable Toilets		Unity Sourcing LLC		United Site Services		Current Contract	
			Unit Cost	Delivered Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
					Carroll County							
10	EA	2-3 Day Special Event Rental Fee (Regular Portable Toilet)	$69.00	$690.00			$70.00	$700.00				
25	EA	Weekly Rental Fee (Regular Portable Toilet)	$69.00	$1,725.00			$70.00	$1,750.00				
10	EA	Monthly Rental Fee (Regular Portable Toilet)	$69.00	$690.00			$75.00	$750.00				
10	EA	Annual Rental Fee (Regular Portable Toilet)	$828.00	$8,280.00			$800.00	$8,000.00				
3	EA	2-3 Day Special Event Rental Fee (ADA Portable Toilet)	$100.00	$300.00			$135.00	$405.00				
6	EA	Weekly Rental Fee (ADA Portable Toilet)	$100.00	$600.00			$135.00	$810.00				
3	EA	Monthly Rental Fee (ADA Portable Toilet)	$100.00	$300.00			$135.00	$405.00				
3	EA	Annual Rental Fee (ADA Portable Toilet)	$1,200.00	$3,600.00			$1,500.00	$4,500.00				
1	EA	Emergency Rental Fee (per order charge) (information only)	$80.00				$90.00					
1	EA	Additional Cleaning Fee (information only)	$20.00				$22.00					
3-5	EA	Quantity Discounts (per location) (information only)	0%				0%					
6-10	EA	Quantity Discounts (per location) (information only)	0%				0%					
11+	EA	Quantity Discounts (per location) (information only)	7%				0%					
		Sub Total		$16,185.00				$17,320.00				

Estimated annual spend	$16,185.00	Expiring contract annual	$0.00
Estimated term spend	$80,925.00	Expiring contract term	$0.00
Add allowance for balance of product line (10%)	$8,092.50	Cost increase X% or	-$109,248.75
Add allowance for BI usage reports spend (25%)	$20,231.25	Delta: new vs. expiring	100%
Recommended price limitation	$109,248.75		

Qty.	UOM	Product Description	Clean Restroom Rentals		CDS Portable Toilets		Unity Sourcing LLC		United Site Services		Current Contract	
			Unit Cost	Delivered Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
				Cheshire County								
10	EA	2-3 Day Special Event Rental Fee (Regular Portable Toilet)	$69.00	$690.00			$70.00	$700.00				
25	EA	Weekly Rental Fee (Regular Portable Toilet)	$69.00	$1,725.00			$70.00	$1,750.00				
33	EA	Monthly Rental Fee (Regular Portable Toilet)	$69.00	$2,277.00			$75.00	$2,475.00				
10	EA	Annual Rental Fee (Regular Portable Toilet)	$828.00	$8,280.00			$800.00	$8,000.00				
3	EA	2-3 Day Special Event Rental Fee (ADA Portable Toilet)	$100.00	$300.00			$135.00	$405.00				
6	EA	Weekly Rental Fee (ADA Portable Toilet)	$100.00	$600.00			$135.00	$810.00				
2	EA	Monthly Rental Fee (ADA Portable Toilet)	$100.00	$200.00			$135.00	$270.00				
3	EA	Annual Rental Fee (ADA Portable Toilet)	$1,200.00	$3,600.00			$1,500.00	$4,500.00				
1	EA	Emergency Rental Fee (per order charge) (information only)	$80.00				$90.00					
1	EA	Additional Cleaning Fee (information only)	$20.00				$22.00					
3-5	EA	Quantity Discounts (per location) (information only)	0%				0%					
6-10	EA	Quantity Discounts (per location) (information only)	0%				0%					
11+	EA	Quantity Discounts (per location) (information only)	7%				0%					
		Sub Total		$17,672.00				$18,910.00				

Estimated annual spend	$17,672.00	Expiring contract annual	$0.00
Estimated term spend	$88,360.00	Expiring contract term	$0.00
Add allowance for balance of product line (10%)	$8,836.00	Cost increase X% or	-$88,360.00
Add allowance for BI usage reports spend (25%)	$22,090.00	Delta: new vs. expiring	100%
Recommended price limitation	$119,286.00		

Qty.	UOM	Product Description	Clean Restroom Rentals		CDS Portable Toilets		Unity Sourcing LLC		United Site Services		Current Contract	
			Unit Cost	Delivered Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Coos County												
10	EA	2-3 Day Special Event Rental Fee (Regular Portable Toilet)			$225.00	$2,250.00	$70.00	$700.00				
25	EA	Weekly Rental Fee (Regular Portable Toilet)			$225.00	$5,625.00	$70.00	$1,750.00				
15	EA	Monthly Rental Fee (Regular Portable Toilet)			$225.00	$3,375.00	$75.00	$1,125.00				
10	EA	Annual Rental Fee (Regular Portable Toilet)			$2,700.00	$27,000.00	$800.00	$8,000.00				
3	EA	2-3 Day Special Event Rental Fee (ADA Portable Toilet)			$275.00	$825.00	$135.00	$405.00				
6	EA	Weekly Rental Fee (ADA Portable Toilet)			$275.00	$1,650.00	$135.00	$810.00				
11	EA	Monthly Rental Fee (ADA Portable Toilet)			$275.00	$3,025.00	$135.00	$1,485.00				
3	EA	Annual Rental Fee (ADA Portable Toilet)			$3,300.00	$9,900.00	$1,500.00	$4,500.00				
1	EA	Emergency Rental Fee (per order charge) (information only)			$275.00		$90.00					
1	EA	Additional Cleaning Fee (information only)			$80.00		$22.00					
3-5	EA	Quantity Discounts (per location) (information only)			0%		0%					
6-10	EA	Quantity Discounts (per location) (information only)			0%		0%					
11+	EA	Quantity Discounts (per location) (information only)			0%		0%					
		Sub Total				$53,650.00		$18,775.00				

Estimated annual spend	$18,775.00	Expiring contract annual	$0.00
Estimated term spend	$93,875.00	Expiring contract term	$0.00
Add allowance for balance of product line (10%)	$9,387.50	Cost increase X% or	-$126,731.25
Add allowance for BI usage reports spend (25%)	$23,468.75	Delta: new vs. expiring	100%
Recommended price limitation	$126,731.25		

Qty.	UOM	Product Description	Clean Restroom Rentals		CDS Portable Toilets		Unity Sourcing LLC		United Site Services		Current Contract	
			Unit Cost	Delivered Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Grafton County												
10	EA	2-3 Day Special Event Rental Fee (Regular Portable Toilet)					$70.00	$700.00				
25	EA	Weekly Rental Fee (Regular Portable Toilet)					$70.00	$1,750.00				
23	EA	Monthly Rental Fee (Regular Portable Toilet)					$75.00	$1,725.00				
10	EA	Annual Rental Fee (Regular Portable Toilet)					$800.00	$8,000.00				
3	EA	2-3 Day Special Event Rental Fee (ADA Portable Toilet)					$135.00	$405.00				
6	EA	Weekly Rental Fee (ADA Portable Toilet)					$135.00	$810.00				
11	EA	Monthly Rental Fee (ADA Portable Toilet)					$135.00	$1,485.00				
3	EA	Annual Rental Fee (ADA Portable Toilet)					$1,500.00	$4,500.00				
1	EA	Emergency Rental Fee (per order charge) (information only)					$90.00					
1	EA	Additional Cleaning Fee (information only)					$22.00					
3-5	EA	Quantity Discounts (per location) (information only)					0%					
6-10	EA	Quantity Discounts (per location) (information only)					0%					
11+	EA	Quantity Discounts (per location) (information only)					0%					
		Sub Total						**$19,375.00**				

Estimated annual spend	$19,375.00	**Expiring contract annual**	$0.00
Estimated term spend	$96,875.00	**Expiring contract term**	$0.00
Add allowance for balance of product line (10%)	$9,687.50	**Cost increase X% or**	-$130,781.25
Add allowance for BI usage reports spend (25%)	$24,218.75	**Delta: new vs. expiring**	100%
Recommended price limitation	$130,781.25		

Qty.	UOM	Product Description	Clean Restroom Rentals		CDS Portable Toilets		Unity Sourcing LLC		United Site Services		Current Contract	
			Unit Cost	Delivered Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Hillsborough County												
10	EA	2-3 Day Special Event Rental Fee (Regular Portable Toilet)	$69.00	$690.00			$70.00	$700.00	$97.50	$975.00	$75.00	$750.00
25	EA	Weekly Rental Fee (Regular Portable Toilet)	$69.00	$1,725.00			$70.00	$1,750.00	$97.50	$2,437.50	$75.00	$1,875.00
24	EA	Monthly Rental Fee (Regular Portable Toilet)	$69.00	$1,656.00			$75.00	$1,800.00	$97.50	$2,340.00	$75.00	$1,800.00
10	EA	Annual Rental Fee (Regular Portable Toilet)	$828.00	$8,280.00			$800.00	$8,000.00	$1,170.00	$11,700.00	$900.00	$9,000.00
3	EA	2-3 Day Special Event Rental Fee (ADA Portable Toilet)	$100.00	$300.00			$135.00	$405.00	$175.50	$526.50	$135.00	$405.00
6	EA	Weekly Rental Fee (ADA Portable Toilet)	$100.00	$600.00			$135.00	$810.00	$175.50	$1,053.00	$135.00	$810.00
6	EA	Monthly Rental Fee (ADA Portable Toilet)	$100.00	$600.00			$135.00	$810.00	$175.50	$1,053.00	$135.00	$810.00
3	EA	Annual Rental Fee (ADA Portable Toilet)	$1,200.00	$3,600.00			$1,500.00	$4,500.00	$2,106.00	$6,318.00	$1,620.00	$4,860.00
1	EA	Emergency Rental Fee (per order charge) (information only)	$80.00				$90.00		$110.50		$85.00	
1	EA	Additional Cleaning Fee (information only)	$20.00				$22.00		$28.60		$22.00	
3-5	EA	Quantity Discounts (per location) (information only)	0%				0%		0%		0%	
6-10	EA	Quantity Discounts (per location) (information only)	0%				0%		0%		0%	
11+	EA	Quantity Discounts (per location) (information only)	7%				0%		0%		0%	
		Sub Total		$17,451.00				$18,775.00		$26,403.00		$20,310.00

Estimated annual spend	$18,775.00	Expiring contract annual	$20,310.00
Estimated term spend	$93,875.00	Expiring contract term	$101,550.00
Add allowance for balance of product line (10%)	$9,387.50	Cost Savings X% or	$25,181.25
Add allowance for BI usage reports spend (25%)	$23,468.75	Delta: new vs. expiring	8%
Recommended price limitation	$126,731.25		

Qty.	UOM	Product Description	Clean Restroom Rentals		CDS Portable Toilets		Unity Sourcing LLC		United Site Services		Current Contract	
			Unit Cost	Delivered Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Merrimack County												
10	EA	2-3 Day Special Event Rental Fee (Regular Portable Toilet)	$69.00	$690.00			$70.00	$700.00	$97.50	$975.00	$75.00	$750.00
25	EA	Weekly Rental Fee (Regular Portable Toilet)	$69.00	$1,725.00			$70.00	$1,750.00	$97.50	$2,437.50	$75.00	$1,875.00
16	EA	Monthly Rental Fee (Regular Portable Toilet)	$69.00	$1,104.00			$75.00	$1,200.00	$97.50	$1,560.00	$75.00	$1,200.00
10	EA	Annual Rental Fee (Regular Portable Toilet)	$828.00	$8,280.00			$800.00	$8,000.00	$1,170.00	$11,700.00	$900.00	$9,000.00
3	EA	2-3 Day Special Event Rental Fee (ADA Portable Toilet)	$100.00	$300.00			$135.00	$405.00	$175.50	$526.50	$135.00	$405.00
6	EA	Weekly Rental Fee (ADA Portable Toilet)	$100.00	$600.00			$135.00	$810.00	$175.50	$1,053.00	$135.00	$810.00
5	EA	Monthly Rental Fee (ADA Portable Toilet)	$100.00	$500.00			$135.00	$675.00	$175.50	$877.50	$135.00	$675.00
3	EA	Annual Rental Fee (ADA Portable Toilet)	$1,200.00	$3,600.00			$1,500.00	$4,500.00	$2,106.00	$6,318.00	$1,620.00	$4,860.00
1	EA	Emergency Rental Fee (per order charge) (information only)	$80.00				$90.00		$110.50		$85.00	
1	EA	Additional Cleaning Fee (information only)	$20.00				$22.00		$28.60		$22.00	
3-5	EA	Quantity Discounts (per location) (information only)	0%				0%		0%		0%	
6-10	EA	Quantity Discounts (per location) (information only)	0%				0%		0%		0%	
11+	EA	Quantity Discounts (per location) (information only)	7%				0%		0%		0%	
		Sub Total		$16,799.00				$18,040.00		$25,447.50		$19,575.00
		Estimated annual spend		$16,799.00							Expiring contract annual	$19,575.00
		Estimated term spend		$83,995.00							Expiring contract term	$97,875.00
		Add allowance for balance of product line (10%)		$8,399.50							Cost Savings X% or	$15,518.25
		Add allowance for BI usage reports spend (25%)		$20,998.75							Delta: new vs. expiring	14%
		Recommended price limitation		$113,393.25								

Qty.	UOM	Product Description	Clean Restroom Rentals		CDS Portable Toilets		Unity Sourcing LLC		United Site Services		Current Contract	
			Unit Cost	Delivered Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Rockingham County												
10	EA	2-3 Day Special Event Rental Fee (Regular Portable Toilet)	$69.00	$690.00			$70.00	$700.00	$97.50	$975.00	$75.00	$750.00
25	EA	Weekly Rental Fee (Regular Portable Toilet)	$69.00	$1,725.00			$70.00	$1,750.00	$97.50	$2,437.50	$75.00	$1,875.00
38	EA	Monthly Rental Fee (Regular Portable Toilet)	$69.00	$2,622.00			$75.00	$2,850.00	$97.50	$3,705.00	$75.00	$2,850.00
10	EA	Annual Rental Fee (Regular Portable Toilet)	$828.00	$8,280.00			$800.00	$8,000.00	$1,170.00	$11,700.00	$900.00	$9,000.00
3	EA	2-3 Day Special Event Rental Fee (ADA Portable Toilet)	$100.00	$300.00			$135.00	$405.00	$175.50	$526.50	$135.00	$405.00
6	EA	Weekly Rental Fee (ADA Portable Toilet)	$100.00	$600.00			$135.00	$810.00	$175.50	$1,053.00	$135.00	$810.00
11	EA	Monthly Rental Fee (ADA Portable Toilet)	$100.00	$1,100.00			$135.00	$1,485.00	$175.50	$1,930.50	$135.00	$1,485.00
3	EA	Annual Rental Fee (ADA Portable Toilet)	$1,200.00	$3,600.00			$1,500.00	$4,500.00	$2,106.00	$6,318.00	$1,620.00	$4,860.00
1	EA	Emergency Rental Fee (per order charge) (information only)	$80.00				$90.00		$110.50		$85.00	
1	EA	Additional Cleaning Fee (information only)	$20.00				$22.00		$28.60		$22.00	
3-5	EA	Quantity Discounts (per location) (information only)	0%				0%		0%		0%	
6-10	EA	Quantity Discounts (per location) (information only)	0%				0%		0%		0%	
11+	EA	Quantity Discounts (per location) (information only)	7%				0%		0%		0%	
		Sub Total		**$18,917.00**				**$20,500.00**		**$28,645.50**		**$22,035.00**

Estimated annual spend	$18,917.00	**Expiring contract annual**	$22,035.00
Estimated term spend	$94,585.00	**Expiring contract term**	$110,175.00
Add allowance for balance of product line (10%)	$9,458.50	**Cost Savings X% or**	$17,514.75
Add allowance for BI usage reports spend (25%)	$23,646.25	**Delta: new vs. expiring**	14%
Recommended price limitation	$127,689.75		

Qty.	UOM	Product Description	Clean Restroom Rentals		CDS Portable Toilets		Unity Sourcing LLC		United Site Services		Current Contract	
			Unit Cost	Delivered Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Strafford County												
10	EA	2-3 Day Special Event Rental Fee (Regular Portable Toilet)	$69.00	$690.00			$70.00	$700.00			$75.00	$750.00
25	EA	Weekly Rental Fee (Regular Portable Toilet)	$69.00	$1,725.00			$70.00	$1,750.00			$75.00	$1,875.00
10	EA	Monthly Rental Fee (Regular Portable Toilet)	$69.00	$690.00			$75.00	$750.00			$75.00	$750.00
10	EA	Annual Rental Fee (Regular Portable Toilet)	$828.00	$8,280.00			$800.00	$8,000.00			$900.00	$9,000.00
3	EA	2-3 Day Special Event Rental Fee (ADA Portable Toilet)	$100.00	$300.00			$135.00	$405.00			$135.00	$405.00
6	EA	Weekly Rental Fee (ADA Portable Toilet)	$100.00	$600.00			$135.00	$810.00			$135.00	$810.00
11	EA	Monthly Rental Fee (ADA Portable Toilet)	$100.00	$1,100.00			$135.00	$1,485.00			$135.00	$1,485.00
3	EA	Annual Rental Fee (ADA Portable Toilet)	$1,200.00	$3,600.00			$1,500.00	$4,500.00			$1,620.00	$4,860.00
1	EA	Emergency Rental Fee (per order charge) (information only)	$80.00				$90.00				$85.00	
1	EA	Additional Cleaning Fee (information only)	$20.00				$22.00				$22.00	
3-5	EA	Quantity Discounts (per location) (information only)	0%				0%				0%	
6-10	EA	Quantity Discounts (per location) (information only)	0%				0%				0%	
11+	EA	Quantity Discounts (per location) (information only)	7%				0%				0%	
		Sub Total		**$16,985.00**				**$18,400.00**				**$19,935.00**

Estimated annual spend	$16,985.00	**Expiring contract annual**	$19,935.00
Estimated term spend	$84,925.00	**Expiring contract term**	$99,675.00
Add allowance for balance of product line (10%)	$8,492.50	**Cost Savings X% or**	$14,973.75
Add allowance for BI usage reports spend (25%)	$21,231.25	**Delta: new vs. expiring**	**15%**
Recommended price limitation	$114,648.75		

Qty.	UOM	Product Description	Clean Restroom Rentals		CDS Portable Toilets		Unity Sourcing LLC		United Site Services		Current Contract	
			Unit Cost	Delivered Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Sullivan County												
10	EA	2-3 Day Special Event Rental Fee (Regular Portable Toilet)					$70.00	$700.00	$97.50	$975.00		
25	EA	Weekly Rental Fee (Regular Portable Toilet)					$70.00	$1,750.00	$97.50	$2,437.50		
15	EA	Monthly Rental Fee (Regular Portable Toilet)					$75.00	$1,125.00	$97.50	$1,462.50		
10	EA	Annual Rental Fee (Regular Portable Toilet)					$800.00	$8,000.00	$1,170.00	$11,700.00		
3	EA	2-3 Day Special Event Rental Fee (ADA Portable Toilet)					$135.00	$405.00	$175.50	$526.50		
6	EA	Weekly Rental Fee (ADA Portable Toilet)					$135.00	$810.00	$175.50	$1,053.00		
2	EA	Monthly Rental Fee (ADA Portable Toilet)					$135.00	$270.00	$175.50	$351.00		
3	EA	Annual Rental Fee (ADA Portable Toilet)					$1,500.00	$4,500.00	$2,106.00	$6,318.00		
1	EA	Emergency Rental Fee (per order charge) (information only)					$90.00		$110.50			
1	EA	Additional Cleaning Fee (information only)					$22.00		$28.60			
3-5	EA	Quantity Discounts (per location) (information only)					0%		0%			
6-10	EA	Quantity Discounts (per location) (information only)					0%		0%			
11+	EA	Quantity Discounts (per location) (information only)					0%		0%			
		Sub Total						**$17,560.00**		**$24,823.50**		

Estimated annual spend	$17,560.00	**Expiring contract annual**	$0.00
Estimated term spend	$87,800.00	**Expiring contract term**	$0.00
Add allowance for balance of product line (10%)	$8,780.00	**Cost increase % or**	-$118,530.00
Add allowance for BI usage reports spend (25%)	$21,950.00	**Delta: new vs. expiring**	100%
Recommended price limitation	$118,530.00		

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property	1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301
1.3 Contractor Name Clean Restroom Rentals, Inc.	1.4 Contractor Address 200 Friberg Parkway, Ste. 2003 Westborough, MA 01581
1.5 Contractor Phone Number 508-366-6700 / 1.6 Account Unit and Class Various	1.7 Completion Date November 30, 2029 / 1.8 Price Limitation $812,963.25
1.9 Contracting Officer for State Agency Gary Lunetta	1.10 State Agency Telephone Number 603-271-3606
1.11 Contractor Signature Date: 6/18/24	1.12 Name and Title of Contractor Signatory Anthony J. Sertalici, President
1.13 State Agency Signature Date: 6/24/24	1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner
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: Duncan A. Edgar	On: July 1, 2024
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:	G&C Meeting Date:

Contractor Initials

Date 6/18/24

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

Date 10-14-24

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.H. 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.

Contractor Initials

Date 6-14-24

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

Date 6-14-24

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials _____

Date 6-14-24

EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**

1.1. Clean Restroom Rentals Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Portable Toilet Services in accordance with the bid submission in response to State Request for Bid 2908-24 and as described herein.

2. **CONTRACT DOCUMENTS:**

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2908-24
- EXHIBIT E Contractor's Bid Response
- APPENDIX A Pricing List

2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2908-24," (5) EXHIBIT E "Contractor's Bid Response" and (6) APPENDIX A "Pricing List."

3. **TERM OF CONTRACT:**

3.1. The term of the contract shall commence August 1, 2024, or upon execution by the Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of approximately five (5) years.

3.2. The contract may be extended for up to an additional three (3) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Governor and Executive Council.

3.3. The maximum term of the Contract (including all extensions) cannot exceed eight (8) years.

4. **SPECIFICATIONS:**

4.1. Complete specifications required are detailed in the SCOPE OF WORK section of this contract.

5. **SCOPE OF WORK:**

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

5.2. Provide the rental of portable toilets, furnishing all supplies, as well as be responsible for the cleaning of each unit. For the placement of handicap toilets; Contractor may be required to supply ramps. This shall include any extra supplies needed such as toilet paper, paper towels, and hand sanitizer.

5.3. A direct contact for both a sales manager and operations manager will be needed in the event the State needs to contact.

5.4. **Weekly Cleaning:**

5.4.1. The Contractor and/or their approved sub-contractors and the requesting agencies designated representatives shall set forth a weekly cleaning schedule.

5.4.1.1. Cleaning will be reported and logged by the Contractor with agency contract by phone email, electronically, or by Contractor website upon completion of each scheduled cleaning and location of unit(s).

5.4.1.2. A service card shall be attached inside each unit and must be completed with the time, date, and signature of Contractor's employee after each unit id delivered and/or cleaned.

5.4.2. The Contractor shall include weekly cleanings at a minimum as part of their rental fee and shall also include cleaning services, supplies and deliver/removal charges.

5.4.3. An agency may require padlocks for their station, therefore access keys will be requested at the time of the rental. Additional cleaning, beyond the scheduled weekly, shall be billed at the rate established from the Offer Sheet.

5.4.4. The Contractor shall be notified when units are to be picked up. Specific numbers and locations will be determined by the State of New Hampshire designated representative from each agency.

5.4.5. Portable Toilets shall be delivered within three (3) business days, or as mutually agreed upon with agency and Contractor. Exception Emergency Services orders shall not exceed six (6) hours from the time the order is placed.

Contractor Initials _____

Date 6-14-24

5.5. **Definitions:**

Term	Definition
3 business days	This is the normal delivery timeframe for supplying single portable toilets. Extended Delivery Times are acceptable based upon mutual agreement with the Agency.
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.
Annual Rental Fee	This is the cost for a year (365 days)
Emergency Rental Fee	This is a onetime charge for supplying portable toilets (Regular or Handicap) within six (6) hours or less and is based upon the ORDER not the number of units ordered.
Handicap toilets	All handicap portable toilets shall be ADA compliant. Soap/Sanitizer dispenser shall be at a height of 48".
Monthly Rental	This is the cost per month (30 and 31 days)(calendar month)
Portable Toilets	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.
Quantity discounts (per location)	11+ units
Weekly Rental Fee	This is a charge for supplying a single portable toilet for up to Seven (7) days.
2-3 Day Special Event Rental Fee	This is a charge for the supply of portable toilet (Regular or Handicap) for a two (2) day timeframe for special events.

5.6. Make deliveries in accordance with the delivery days and timeframes set forth herein, except on holidays or at other times when the State is closed, including, but not limited to, inclement weather. All references to the time of day are Eastern Standard Time (EST).

5.7. Delivery shall be made as ordered and in accordance with the terms specified herein. Unless otherwise specified by the State in writing, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of product from the carrier and placement on the State loading dock or receiving platform. The State receiving personnel are not required to assist in this process. Reasonable compliance with delivery terms shall be final and binding and the burden of proof of proper receipt of the order shall rest with the Contractor.

5.8. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.

5.9. Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work. All references to the time of day are Eastern Standard Time (EST).

5.10. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5.11. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

5.12. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

5.13. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

5.14. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

5.15. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

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

6. ORDERING SYSTEM:

6.1. Ordering system must be web-based and accessible to the State at all times. Ordering and inventory system must be capable of electronic order approval process and must have an email-based notification function. The ordering system must contain a field where the State can enter their 7-digit Purchase Order number. Contractor shall provide training, on-site or virtual, as requested by the State, on how to use the system at no additional cost. Preferred ordering system capabilities and functionality includes, but is not limited to:

6.1.1. Web-based, Inventory control capabilities

6.1.2. ability to interface with different point of sales systems

6.1.3. ability to use on multiple devices to include but not limited to tablets, iPhones

6.1.4. ability to include reference numbers

6.1.5. ability to provide a variety of reports including dashboard reporting

6.1.6. ability to edit, cancel orders, print orders, order tracking functionality, ability to split orders, and online help features.

6.2. Product information must be clearly identified on packaging.

6.3. All orders shall be inspected and accepted by the State authorized representative by signing and dating the Contractor's delivery ticket. Delivery ticket must include date of delivery, location of delivery, itemized by product description, product number, and quantity delivered at a minimum.

7. RECALLS:

7.1. Contractor shall have the ability to track all products ordered and delivered. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.

8. BACKORDERS AND SUBSTITUTIONS:

8.1. The Contractor shall maintain adequate inventory levels to avoid out-of-stock situations. Any out-of-stock products must be communicated to the requestor within 24 hours of the placement of the order. No substitutions shall be made without the written consent of the State.

8.2. Items ordered but not delivered in error by the Contractor shall be credited on the next invoice or products delivered at a later date as mutually agreed upon in writing.

8.3. The Contractor shall notify the State Contracting Officer of any items no longer available and provide a recommended replacement.

9. PERFORMANCE GUARANTEES:

9.1. Contractor shall meet the following performance metrics and objectives, and report outcomes to the State quarterly on June 1st (period of February 1 through April 30), September 1st (period of May 1 through July 31), December 1st (period of August 1 through October 31), and March 1st (period of November 1 through January 31) of each year.

9.2. Failure to meet any one or more of the performance guarantees shall result in a 2% rebate of the sum of the total orders made by the State for the reporting period in which the failure occurred. Any penalties due to the State shall be remitted on a separate check to the corresponding agency business office, and not as an invoice credit, no later than sixty (60) days after the close of the period in which the failure occurred.

9.2.1. On-time delivery: Ninety-five percent (95%). Unexpected circumstances like inclement weather and vehicle breakdowns/accidents are excluded.

9.2.2. Fill Rate: Ninety percent (90%) including substitutes.

9.2.3. Error reporting (miss picks, invoice accuracy):

9.2.3.1. Miss Picks: Two (2) per one thousand (1,000) cases.

10. DELIVERY LOCATIONS:

6.1. The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

6.1.1. Belknap, Carroll, Cheshire, Hillsborough, Merrimack, Rockingham and Strafford Counties.

Contractor Initials _____

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11. DELIVERY:

11.1. The Contractor shall be required to accomplish delivery of any item ordered under the contract within three (3) business days from the placement of the order, or as mutually agreed upon with agency and Contractor.

11.2. The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

12. ACCOUNT REPRESENTATIVE:

12.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

12.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

12.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

12.1.3. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.

12.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

13. USAGE REPORTING:

13.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Jonah Rosa and sent electronic to James.M.Poulin@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - Percentage of recycled materials contained within finished products
  - Percentage of waste recycled throughout the manufacturing process
  - Types and volume of packaging used for transport
  - Any associated material avoided and/or recycled as applicable under contract
  - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format

14. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

14.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2908-24, as described herein, and under the terms of this Contract.

14.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

14.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

14.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhacqs45jpyq5j45))/welcome.aspx.

14.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

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

15.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Contractor Initials _____

Date 6-14-24

16. CONFIDENTIALITY & CRIMINAL RECORD:

16.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials

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EXHIBIT C - METHOD OF PAYMENT

17. CONTRACT PRICE:

17.1. The Contractor hereby agrees to provide Portable Toilets in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $812,963.25; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.8.

18. PRICING STRUCTURE:

18.1. See Appendix A.

19. VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

19.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

20. INVOICE:

20.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

- 20.1.1. State of NH purchase order (PO) number if applicable
- 20.1.2. State of NH contract number
- 20.1.3. State of NH ordering agency information
  - 20.1.3.1. Name and contact information of ordering individual
  - 20.1.3.2. Name of ordering state agency / department
  - 20.1.3.3. Address of ordering state agency / department
  - 20.1.3.4. Name and contact information of ordering state agency accounts payable office
- 20.1.4. Date of purchase
- 20.1.5. Date of delivery
- 20.1.6. Vendor order number
- 20.1.7. Vendor account representative name and contact information
- 20.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment
- 20.1.9. Items backordered and their delivery date

20.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

21. PAYMENT:

21.1. Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury.

Contractor Initials

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EXHIBIT D - RFB 2908-24

RFB #2908-24 is incorporated here within.

Contractor Initials

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EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

Contractor Initials _____

Date 6-14-24

APPENDIX A – PRICING STRUCTURE

State of New Hampshire County	Description	Delivered Unit Rental Cost
Belknap	Regular 2-3 Day Special Event Rental Fee	$69.00
	Regular Weekly Rental Fee	$69.00
	Regular Monthly Rental Fee	$69.00
	Regular Annual Rental Fee	$828.00
	ADA Comp 2-3 Day Special Event Rental Fee	$100.00
	ADA Comp Weekly Rental Fee	$100.00
	ADA Comp Monthly Rental Fee	$100.00
	ADA Comp Annual Rental Fee	$1,200.00
	Emergency Rental Fee (per order charge)	$80.00
	Additional Cleaning Fee	$20.00
Carroll	Regular 2-3 Day Special Event Rental Fee	$69.00
	Regular Weekly Rental Fee	$69.00
	Regular Monthly Rental Fee	$69.00
	Regular Annual Rental Fee	$828.00
	ADA Comp 2-3 Day Special Event Rental Fee	$100.00
	ADA Comp Weekly Rental Fee	$100.00
	ADA Comp Monthly Rental Fee	$100.00
	ADA Comp Annual Rental Fee	$1,200.00
	Emergency Rental Fee (per order charge)	$80.00
	Additional Cleaning Fee	$20.00
Cheshire	Regular 2-3 Day Special Event Rental Fee	$69.00
	Regular Weekly Rental Fee	$69.00
	Regular Monthly Rental Fee	$69.00
	Regular Annual Rental Fee	$828.00
	ADA Comp 2-3 Day Special Event Rental Fee	$100.00
	ADA Comp Weekly Rental Fee	$100.00
	ADA Comp Monthly Rental Fee	$100.00
	ADA Comp Annual Rental Fee	$1,200.00
	Emergency Rental Fee (per order charge)	$80.00
	Additional Cleaning Fee	$20.00
Hillsborough	Regular 2-3 Day Special Event Rental Fee	$69.00
	Regular Weekly Rental Fee	$69.00
	Regular Monthly Rental Fee	$69.00
	Regular Annual Rental Fee	$828.00
	ADA Comp 2-3 Day Special Event Rental Fee	$100.00
	ADA Comp Weekly Rental Fee	$100.00
	ADA Comp Monthly Rental Fee	$100.00
	ADA Comp Annual Rental Fee	$1,200.00
	Emergency Rental Fee (per order charge)	$80.00
	Additional Cleaning Fee	$20.00
Merrimack	Regular 2-3 Day Special Event Rental Fee	$69.00
	Regular Weekly Rental Fee	$69.00
	Regular Monthly Rental Fee	$69.00
	Regular Annual Rental Fee	$828.00
	ADA Comp 2-3 Day Special Event Rental Fee	$100.00
	ADA Comp Weekly Rental Fee	$100.00
	ADA Comp Monthly Rental Fee	$100.00
	ADA Comp Annual Rental Fee	$1,200.00
	Emergency Rental Fee (per order charge)	$80.00
	Additional Cleaning Fee	$20.00

Contractor Initials

Date 6-14-24

Rockingham	Regular 2-3 Day Special Event Rental Fee	$69.00
	Regular Weekly Rental Fee	$69.00
	Regular Monthly Rental Fee	$69.00
	Regular Annual Rental Fee	$828.00
	ADA Comp 2-3 Day Special Event Rental Fee	$100.00
	ADA Comp Weekly Rental Fee	$100.00
	ADA Comp Monthly Rental Fee	$100.00
	ADA Comp Annual Rental Fee	$1,200.00
	Emergency Rental Fee (per order charge)	$80.00
	Additional Cleaning Fee	$20.00
Strafford	Regular 2-3 Day Special Event Rental Fee	$69.00
	Regular Weekly Rental Fee	$69.00
	Regular Monthly Rental Fee	$69.00
	Regular Annual Rental Fee	$828.00
	ADA Comp 2-3 Day Special Event Rental Fee	$100.00
	ADA Comp Weekly Rental Fee	$100.00
	ADA Comp Monthly Rental Fee	$100.00
	ADA Comp Annual Rental Fee	$1,200.00
	Emergency Rental Fee (per order charge)	$80.00
	Additional Cleaning Fee	$20.00

QUANTITY DISCOUNTS:
Orders of 11+ units per location/per invoice will receive an automatic 7% discount.

BALANCE OF PRODUCT LINE ITEMS:
During the term of contract, the state may purchase other items in relation to portable toilet services from the successful Contractor's balance of product line that are not already incorporated into another statewide contract.

Contractor Initials _____

Date 6-14-24

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 CLEAN RESTROOM RENTALS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on September 22, 2023. 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: **942861**

Certificate Number: **0006698324**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of June A.D. 2024.

David M. Scanlan

Secretary of State

Corporate Bylaws

I, Lynnda Crabtree, **hereby certify** that I am duly elected Secretary of Clean Restroom Rentals, Inc., I hereby certify the following is a true copy of the current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations.

_President_____ _____
(list officer titles or position) *(list officer titles or position)*

_____ _____
(list officer titles or position) *(list officer titles or position)*

_____ _____
(list officer titles or position) *(list officer titles or position)*

I further certify that the following individuals currently hold the office or positions authorized: Anthony Spitalieri, President.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. This authority **shall remain valid for ninety (90)** days from the date of this certificate.

DATED: June 6, 2024 **ATTEST:** Lynnda Crabtree
Lynnda Crabtree, Secretary

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FOR

BYLAWS OF

CLEAN RESTROOM RENTALS, INC.

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BYLAWS

Of

CLEAN RESTROOM RENTALS, INC.

Article I

Articles of Organization

The name of the corporation shall be as set forth in the Articles of Organization. The powers of the corporation and of its directors and shareholders and all matters concerning the conduct and regulation of the business of the corporation shall be subject to such provisions in regard thereto, if any, as are set forth in the Articles of Organization, and the Articles of Organization are hereby made a part of these bylaws.

All references in these bylaws to the Articles of Organization shall be construed to mean the Articles of Organization of the corporation as from time to time amended.

Article II

Place of Shareholders' Meetings

Meetings of the shareholders shall be at the principal office of the corporation unless another place (within the United States) is determined by the Board of Directors (the "Board"), the President or the person or persons calling the meeting; provided that a meeting of shareholders need not be held at a place but may instead be held solely or in part by Zoom or other means of remote communication to the extent permitted by the Massachusetts Business Corporation Act. Shareholders and proxyholders not physically present at a meeting of shareholders may participate, be deemed present in person and vote at a meeting of shareholders, by means of remote communication. Such participation and voting shall be subject to such guidelines and procedures as the Board may adopt, which shall include reasonable measures to be used to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder and to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings. If any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, the corporation shall maintain a record of such vote or other action.

Article III

Annual Meeting

The annual meeting of the shareholders shall be held on the second Tuesday of the third month of the corporation's fiscal year if it is not a legal holiday, and if it is a legal holiday, then on the next succeeding day not a legal holiday, at the hour stated in the written notice of said meeting, or on such earlier date following the end of the fiscal year as may be determined by the Board. Any purposes for which an annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or by these bylaws, shall be specified by the Board or by a writing signed by the President or by a majority of the Board or by one or more shareholders who are entitled to vote and who hold at least one-tenth part in interest of the capital shares entitled to vote at the meeting. If the annual meeting does not occur on such date, a special meeting may be held in place thereof, and any business transacted or elections held at such meeting shall have the same effect as if transacted or held at the annual meeting.

Article IV

Special Meetings of Shareholders

Special meetings of the shareholders may be called by the President or by a majority of the Board, and shall be called by the Secretary, or, in the case of the death, absence, incapacity or refusal of the Secretary, by any other officer, upon written application of one or more shareholders who are entitled to vote and who hold at least one-tenth part in interest of the capital shares entitled to vote at the meeting. Such call shall state the time, place and purpose of the meeting.

Article V

Notice of Shareholders' Meetings

A written notice of each meeting of shareholders, stating the place, day and hour thereof and the purposes for which the meeting is called, shall be given by the Secretary, at least seven and no more than 60 days before the meeting, to each shareholder entitled to such notice and listed on the share transfer records of the corporation as of the date of such notice, by leaving such notice with him or her or at such shareholder's residence or usual place of business, by mailing it, postage prepaid and addressed to such shareholder at his or her address as it appears upon the records of the corporation, or by email, text message or other electronic

transmission to such shareholder at an address furnished by such shareholder for such purpose. In case of the death, absence, incapacity or refusal of the Secretary, such notice may be given by any other officer or by a person designated either by the Secretary or by the person or persons calling the meeting or by the Board. No notice of the time, place or purpose of any regular or special meeting of the shareholders shall be required if every shareholder entitled to notice thereof who has not received such notice, or his or her attorney authorized to do so, waives such notice by a writing which is filed with the records of the meeting.

Any action by the shareholders may be taken without a meeting if a written consent thereto is signed by all the shareholders entitled to vote with respect to such action and filed with the records of the shareholders' meetings. Such consent shall be treated as a vote of the shareholders for all purposes.

Article VI

Quorum of Shareholders

At any meeting of the shareholders a majority in interest of all shares issued and outstanding and entitled to vote upon a matter to be considered at the meeting shall constitute a quorum for the consideration of the matter, but a lesser interest may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. If a quorum is present at a meeting, it shall be presumed, unless challenged prior to a vote, that a quorum exists for such vote. When a quorum is present with respect to any matter, a majority of the shares represented at the meeting and entitled to vote shall, except where a larger vote is required by law, by the Articles of Organization or by these bylaws, decide such matter.

Article VII

Proxies and Voting

A shareholder entitled to vote shall have one vote for each share owned by the shareholder. A shareholder may vote either in person or by a written proxy that complies with the Massachusetts Business Corporation Act.

Article VIII

Board

There shall be a Board consisting of not fewer than three (3) directors, except that whenever there shall be fewer than three (3) shareholders, the number of directors may be the same as or greater than the number of shareholders. The Board shall be elected by such

shareholders as have the right to vote at the annual meeting of the shareholders or at a special meeting held in place thereof. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election. The number of directors shall be fixed by vote at the meeting at which they are elected, but the shareholders, at any special meeting held for the purpose during any such year, or a majority of the directors then in office, may increase the number of directors as thus fixed and elect new directors to complete the number so fixed, and the shareholders, at any such special meeting, may decrease the number of directors as thus fixed and remove directors to reduce the number of directors to the number so fixed. Subject to law, to the Articles of Organization and to the other provisions of these bylaws, each director shall hold office until the next annual meeting and until his or her successor is elected and qualified. The shareholders shall have the sole power to fix the compensation of the directors.

Article IX

Power of Directors

The Board shall have and may exercise all the powers of the corporation, except such as are conferred upon the shareholders by law, the Articles of Organization or these bylaws. The Board shall approve the incurrence of any debt of the corporation other than accounts payable in the ordinary course of business, and the Board, or a Compensation Committee thereof if one has been appointed, shall approve compensation with thresholds as determined appropriate by the Board or such Committee.

Article X

Executive and Other Committees

Whenever there are at least four (4) directors then in office, the Board may, by vote of a majority of the directors, elect from their own number an Executive Committee of not less than three (3) nor more than five (5) members. The Executive Committee may exercise the powers of the Board between meetings of the Board, except for those powers which by law, the Articles of Organization or these bylaws may not be delegated to such committee. A majority of the Executive Committee shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. The Executive Committee may make rules not inconsistent herewith for the holding and conduct of its meetings.

The Board may, by vote of a majority of the directors then in office, elect from their number any other committees and may, by like vote, delegate thereto some or all of their powers except those which by law, the Articles of Organization or these bylaws, they are

prohibited from delegating. Except as the Board may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board or in such rules, its business shall be conducted as nearly as may be in the same manner as is provided by these bylaws for the Board.

Each committee shall report its action to the Board. The Board shall have power to rescind any vote of any committee, but no such rescission shall have retroactive effect.

Article XI

Meetings of the Board of Directors

Regular meetings of the Board may be held without call or formal notice at such places and at such times as the Board may by vote from time to time determine. A regular meeting of the Board may be held without call or formal notice immediately after and at the same place as the annual meeting of the shareholders, or the special meeting of the shareholders held in place of such annual meeting.

Special meetings of the Board may be held at any time and at any place when called by the President, Treasurer or two (2) or more directors, or the sole director if there be only one director. Notice of special meetings shall be given to each director by the Secretary or, if there be no Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by the officer or directors calling the meeting. Such notice (a) must be given at least forty-eight hours prior to the date of the special meeting, (b) need not provide the purpose of the meeting and (c) shall be in writing, including, without limitation, by electronic transmission, unless oral notice is reasonable under the circumstances. A director's attendance at or participation in a meeting shall constitute a waiver of any required notice of the meeting unless the director at the beginning of the meeting, or promptly upon arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Any action by the Board may be taken without a meeting if a written consent thereto is signed by all the directors and filed with the records of the meetings of the Board. Such consent shall be treated as a vote of the Board for all purposes.

Members of the Board or any committee designated thereby may participate in a meeting of the Board or such committee, or conduct any such meeting, through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting and participation by such means shall constitute presence in person at a meeting.

Article XII

Quorum of the Board

A majority of the directors then in office, or if there be then fewer than three (3) directors in office, all of said directors, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, a majority of the directors in attendance thereat shall decide any matter brought before such meeting, except where a larger vote is required by law, by the Articles of Organization or by these bylaws.

Article XIII

Officers

The officers of the corporation shall consist of a President, a Treasurer, a Secretary and such other officers as the Board may determine.

The President, Treasurer and Secretary shall be elected by the Board at any meeting thereof. Other officers shall be elected by the Board or by the Executive Committee.

No officer need be a shareholder or director. Any two or more offices may be held by the same person. Any officer may be required by the Board to give bond for the faithful performance of his or her duties to the corporation in such amount and with such sureties as the Board may determine.

Except as otherwise provided by law, by the Articles of Organization or by these bylaws, the President, Treasurer and Secretary shall hold office until the first meeting of the Board following the annual meeting of shareholders and thereafter until such officer's successor is elected and qualified, and all other officers shall hold office until the respective successor of each is elected and qualified or until the Board holds a meeting at which the President, Treasurer and Secretary are elected but does not fill such office. Any officer may resign by delivering a written resignation to the corporation at its principal office or to the President or Secretary, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Each officer shall, subject to these bylaws, have, in addition to the duties and powers specifically set forth in these bylaws, such duties and powers as are customarily incident to his or her office and such duties and powers as the Board may from time to time designate.

Article XIV

Chairman, President and Vice-Presidents

If a Chairman is elected and the Board so designates in its vote electing the Chairman, the Chairman shall be the chief executive officer of the corporation. If no Chairman has been elected or if the Board has not designated the Chairman as the chief executive officer of the corporation, the President shall be the chief executive officer of the corporation. In any case, if a Chairman is elected, the Chairman shall preside at all meetings of the shareholders and of the Board. If the Chairman is the chief executive officer of the corporation, the President shall perform such duties and have such powers as may be designated from time to time by the Board. If no Chairman has been elected or if the Chairman is absent or declines to preside, the President shall preside at meetings of the shareholders and of the Board. The officer serving as chief executive officer shall have general supervision and control of the business of the corporation, subject to the direction of the Board.

The Board may elect one or more Vice Presidents. A Vice-President shall have such powers as the Board may from time to time designate.

Article XV

Secretary and Assistant Secretaries

The Secretary shall keep a record of the meetings of shareholders, the Board and of the executive and other committees.

Any Assistant Secretary shall have such powers as the Board may from time to time designate. In the absence of the Secretary from any meeting of shareholders or the Board, an Assistant Secretary, if one be elected, otherwise a Temporary Secretary, designated by the person presiding at the meeting, shall perform the duties of the Secretary.

Article XVI

Treasurer

The Treasurer shall, subject to the direction and under the supervision of the Board, have general charge of the financial concerns of the corporation and the care and custody of the funds and valuable papers of the corporation, except the Treasurer's own bond. The Treasurer shall keep, or cause to be kept, accurate books of account, which shall be the property of the corporation. The Treasurer may endorse for deposit or collection all notes, checks, drafts and other obligations for the payment of money payable to the corporation or its order, and may

accept drafts on behalf of the corporation. If required by the Board, the Treasurer shall give bond for the faithful performance of his or her duty in such form, in such sum and with such sureties as the Board or Executive Committee shall require.

Any Assistant Treasurer shall have such powers as the Board shall from time to time designate.

Article XVII

Removal

The shareholders, at any meeting called for the purpose, by vote of a majority of the capital shares issued and outstanding and entitled to vote for the election of a particular director, may remove such director from office and may elect a successor. The Board, by a vote of a majority of the entire number of directors then in office, may remove any director with cause, at any meeting called for such purpose, and any officer with or without cause.

Article XVIII

Vacancies

If the office of any director, officer or agent becomes vacant by reason of death, resignation, removal, disqualification or otherwise, the directors, or the remaining directors, though less than a quorum, may elect by a majority vote of their entire number a successor or successors, who shall hold office for the unexpired term; provided that, if the office of a director who is elected by one or more specific classes of shareholders ceases to serve , then the remaining directors, if any, elected by such class or classes may by majority vote thereof elect a successor who shall hold office for the unexpired term.

Article XIX

Capital Shares

The number of authorized shares of the corporation shall be as fixed in the Articles of Organization. At all times when there are two or more classes of shares, the several classes of shares shall conform to the description and terms and have the preferences, limitations, and relative rights set forth in the Articles of Organization.

Article XX

Share Certificates

Each shareholder shall be entitled to a share certificate in such form as may be prescribed from time to time by the Board. The certificates shall be signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer; and such signatures may be facsimiles. If any officer who has signed or whose facsimile signature has been placed on such certificate no longer holds office when the certificate is issued, the certificate shall be issued by the corporation with the same effect as if he or she were such officer at the time of its issue.

Article XXI

Transfer of Shares

Subject to restrictions, if any, imposed by these bylaws and the Articles of Organization, title to a share certificate and to the shares represented thereby shall be transferred only by delivery of the certificate properly endorsed, or by delivery of the certificate accompanied by a written assignment of the same, or a written power of attorney to sell, assign, or transfer the same or the shares represented thereby, properly executed, but the person registered in the records of the corporation as the owner of shares shall have the exclusive right to receive dividends thereon and to vote thereon as such owner, shall be held liable for such calls and assessments, if any, as may lawfully be made thereon and, except only as may be required by law, may in all respects, be treated by the corporation as the exclusive owner thereof.

It shall be the duty of each shareholder to notify the corporation of his or her post office address.

Article XXII

Transfer Records

Unless a transfer agent is appointed, the Secretary shall keep or cause to be kept in Massachusetts, at the principal office of the corporation or at the Secretary's office, the share and transfer records of the corporation, in which are contained the names of all shareholders and the record address and the amount of shares held by each.

The transfer records of the shares of the corporation may be closed for such period from time to time in anticipation of shareholders' meetings or the declaration or payment of dividends as the Board or Executive Committee may determine.

Article XXIII

Loss of Certificates

In case of the alleged loss or destruction or the mutilation of a share certificate, a duplicate certificate may be issued in place thereof upon such terms as the Board may prescribe.

Article XXIV

Fiscal Year

Except as from time to time otherwise provided by the Board, the fiscal year of the corporation shall end on December 31.

Article XXV

Indemnification

The corporation shall indemnify and hold harmless each present or former director or officer of the corporation to the fullest extent permitted by law, subject to such determination as the law may require that indemnification is permissible, for any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, and whether formal or informal, against such director or officer in his or her capacity as such or in his or her capacity as a director, officer, partner, trustee, manager, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, limited liability company, employee benefit plan, or other entity, if the corporation requested him or her to so serve. A director or officer is considered to be serving an employee benefit plan at the corporation's request if his or her duties to the corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan.

Nothing contained in this Article shall affect any rights to indemnification to which any person may be entitled by contract or otherwise under law. No amendment or repeal of the provisions of this Article which adversely affects the right of a person indemnified under this Article shall apply to any such person with respect to his or her acts or omissions which occurred at any time prior to such amendment or repeal without his or her written consent.

Article XXVI

Voting of Securities

Except as the Board may otherwise designate, the President may waive notice of, or vote for this corporation or appoint any person or persons to act as proxy or attorney in fact for this corporation, with or without power of substitution, at, any meeting of shareholders or equity holders of any other corporation or entity, the securities of which may be held by this corporation.

Article XXVII

Amendments

Except as otherwise provided in these bylaws, these bylaws may be amended or repealed by vote of the shareholders, provided that notice of the substance of the proposed amendment is stated in the notice of the meeting. Except for this Article, Article XXVIII, Article XXX, Article XXXI, Article XXXII and with respect to any other provision hereof which by law or the Articles of Organization requires action by the shareholders, the Board may also make, amend or repeal the bylaws in whole or in part, provided however that the Board may not amend any provision of these bylaws affecting the rights of shareholders to approve or take any action.

Article XXVIII

Restriction on the Transfer of Shares

No shareholder may transfer any of the corporation's shares without the prior consent of the shareholders holding a majority in interest of all shares issued and outstanding and entitled to vote, except in connection with a sale of shares pursuant to the terms of Articles XXX and XXXI hereof. Notwithstanding the foregoing, any shareholder may transfer shares to (a) the spouse of such shareholder, (b) any issue of the shareholder, or (c) a trust solely for the benefit of one or more of the individuals described in (a) or (b).

Article XXIX

Legend on Certificates

All shares now or hereafter owned by shareholders shall be subject to the provisions of these bylaws and the certificates representing such shares shall bear a legend that includes the following provisions:

> THIS CERTIFICATE AND THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO TRANSFER RESTRICTIONS IMPOSED BY THE BYLAWS OF THE CORPORATION A COPY OF WHICH WILL BE FURNISHED BY THE CORPORATION TO THE HOLDER OF THIS CERTIFICATE UPON WRITTEN REQUEST AND WITHOUT CHARGE.
>
> THE CORPORATION IS PRESENTLY AUTHORIZED TO ISSUE MORE THAN ONE CLASS OF SHARES, IDENTICAL IN ALL RESPECTS EXCEPT AS TO VOTING POWER, AS SET FORTH IN THE ARTICLES OF ORGANIZATION OF THE CORPORATION. THE CORPORATION WILL FURNISH A COPY OF THE ARTICLES OF ORGANIZATION TO THE HOLDER OF THIS CERTIFICATE UPON WRITTEN REQUEST AND WITHOUT CHARGE.
>
> THE SHARES DOCUMENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT.

Article XXX

Drag Along Right

The holders of a majority of the issued and outstanding Class A common shares of the corporation (collectively, the "Seller"), in connection with a proposed Transfer (as defined herein) of at least 50% of the issued and outstanding Class A common shares (the "Class A Shares") held by such Shareholders, may require all other shareholders of the corporation to Transfer a percentage (the "Drag Along Sale Percentage") of the shares of the corporation then held by such shareholder equal to the percentage of the total amount of shares of the corporation then held by the Seller that are proposed to be transferred.

For purposes of this Article XXX, "Shares" shall include all issued and outstanding shares held by a shareholder plus the total number of shares that such shareholder would hold following the full exercise of all warrants and options, whether or not such options are vested. For purposes of this Article XXX, "Transfer" means any sale, pledge, assignment, encumbrance, or other transfer or disposition of any shares to any other person, whether directly, indirectly, voluntarily, involuntarily, by operation of law, pursuant to judicial process or otherwise.

If the Seller elects to exercise the Seller's rights under this Article XXX, the Seller shall deliver a written notice (the "Drag Along Notice") to each other Shareholder, including holders of any warrants or vested options (each a "Participating Shareholder" and, together with the Seller, collectively, the "Drag Along Sellers"). The Drag Along Notice shall set forth the principal terms of the proposed Transfer insofar as it relates to the Seller's Shares including (a) the number and class of shares to be acquired from the Seller, (b) the Drag Along Sale Percentage, (c) the per share consideration to be received in the proposed Transfer, and (d) the name and address of the prospective buyer. If the Seller consummates the proposed Transfer to which reference is made in the Drag Along Notice, each Participating Shareholder shall be bound and obligated to Transfer the Drag Along Sale Percentage of such Participating Shareholder's Shares in the proposed Transfer on the same terms and conditions as the Seller shall Transfer the Seller's Shares. Within 10 days after the delivery of the Drag Along Notice, each Participating Shareholder shall deliver to the Seller (or such representative of the Seller as may be identified in the Drag Along Notice) the certificates and other applicable instruments representing the Shares to be included in the proposed Transfer, together with a limited power-of-attorney authorizing the Seller or such representative to Transfer such Shares on the terms set forth in the Drag Along Notice and wire instructions for payment of the cash portion of the consideration to be received in such proposed Transfer. If any Participating Shareholder fails to deliver such certificates, other applicable instruments and limited power-of-attorney prior to the consummation of such proposed Transfer, the corporation shall cause the books and records of the corporation to show that such Shares held by such Participating Shareholder are bound by the provisions of this Article XXX and that such Shares shall be Transferred, if the proposed Transfer is consummated, to the buyer in such Transfer immediately upon the surrender for Transfer by the holder thereof.

The Seller shall have a period of 120 days from the delivery of the Drag Along Notice to consummate the proposed Transfer on the terms and conditions set forth in such Drag Along Notice, provided that, if such proposed Transfer is subject to regulatory approval, such 120-day period shall be extended until the expiration of 10 days after all such approvals have been received, but in no event later than 180 days following the delivery of the Drag Along Notice to the Participating Shareholders. If the proposed Transfer is not consummated during such period, the Seller shall promptly return to each of the Participating Shareholders the limited power-of-attorney (and all copies thereof) and all certificates and other applicable instruments

that the Participating Shareholders delivered to the Seller, together with any other documents in the possession of the Seller executed by the Participating Shareholders in connection with such proposed Transfer, and all the restrictions on Transfer contained in these bylaws or otherwise applicable at such time with respect to such Shares owned by the Participating Shareholders shall again be in effect.

If any Drag-Along Seller must or desires to include any shares that would be issued upon the exercise of a warrant or vested option in any proposed Transfer subject to this Article XXX, such Drag-Along Seller shall be deemed to have exercised, converted or exchanged such warrants or vested options immediately prior to the closing of such proposed Transfer to the extent necessary to Transfer the Drag Along Sale Percentage of such Drag Along Seller's Shares to the prospective buyer, except to the extent permitted under the terms of any such warrant or option and agreed by the prospective buyer, and shall receive in exchange therefor consideration equal to the amount (if greater than zero) determined by multiplying (a) the purchase price per share in such Transfer less the exercise price, if any, per share of such warrant or vested option by (b) the number of shares issuable upon exercise, conversion or exchange of such warrant or vested option (to the extent exercisable, convertible or exchangeable at the time of such Transfer), subject to withholding for any tax or other amounts required to be withheld under applicable law.

Concurrently with the consummation of the Transfer, the Seller shall remit or cause to be remitted to each of the Participating Shareholders that have surrendered their certificates and other applicable instruments the total consideration to be paid at the closing of the Transfer (the cash portion of which is to be paid by wire transfer of immediately available funds in accordance with such Shareholder's wire transfer instructions) for such Participating Shareholder's Shares Transferred pursuant hereto and shall furnish such other evidence of the completion and time of completion of such Transfer and the terms thereof as may be reasonably requested by such Participating Shareholders.

The Seller shall, in the Seller's sole discretion, decide whether or not to pursue, consummate, postpone or abandon any Transfer and the terms and conditions thereof. No Seller shall have any liability to any other Drag Along Seller arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any proposed Transfer except to the extent such Seller fails to comply with the provisions of this Article XXX.

All notices under this Article XXX shall be deemed duly delivered when mailed by registered or certified United States mail, return receipt requested, postage prepaid, or by nationally recognized overnight carrier, and addressed to the intended recipient at the address of such recipient in the corporation's records.

Article XXXI

Tag-Along Right

If the Seller proposes to sell shares representing a majority of the Class A common shares of the corporation to any individual or entity (a "Proposed Purchaser") other than transfers (a) in a public offering or (b) in a sale to the public pursuant to Rule 144, then the Seller will promptly notify each other holder of common shares of the corporation in writing (a "Sale Notice") of such proposed sale (a "Proposed Sale") and the material terms of the Proposed Sale as of the date of the Sale Notice (the "Material Terms"). If within 30 days of the delivery of the Sale Notice, the Seller receives a written request (a "Sale Request") to include common shares held by one or more shareholders (the "Tag Along Shareholders") in the Proposed Sale, the common shares so held by the Tag Along Shareholders shall be so included as provided herein.

The maximum number of shares that each Tag Along Shareholder may include in a Proposed Sale pursuant to a Sale Request will be the product of (a) the number of common shares held by the Tag Along Shareholder on the date of the Sale Notice, plus the number of common shares issuable upon exercise of warrants then held by such Tag Along Shareholder, and (b) the ratio of (1) the number of common shares that the Seller proposes to sell in the Proposed Sale, to (2) the number of common shares then held by the Seller; provided that a Tag Along Shareholder may elect to sell a lesser number of shares. A Tag Along Shareholder may also elect to sell common shares issuable upon exercise of a warrant, provided that the delivery of a Sale Request shall specify which, if any, of the common shares subject to such Sale Request are issuable upon exercise of a warrant, and the Sale Request will constitute an irrevocable exercise notice pursuant to such warrant for the number of common shares proposed to be sold; provided that (x) such exercise shall be revocable in the event that the transaction contemplated by the Sale Notice is not consummated and (y) the inclusion of the common shares subject to such warrant in the Proposed Sale shall be subject to receipt by the corporation, prior to the closing of such Proposed Sale, of the exercise price for the common shares to be issued under the warrant and sold in the Proposed Sale, and to compliance by the holder with the other terms and conditions of such warrant. Each Tag Along Shareholder may also designate the number of Class A common shares or Class B common shares to be included in the Proposed Sale.

Except as may otherwise be provided herein, common shares subject to a Sale Request will be included in a Proposed Sale pursuant hereto and to any agreements with the Proposed Purchaser relating thereto, on the same terms and subject to the same conditions applicable to the common shares that the Seller proposes to sell in the Proposed Sale. Such terms and conditions shall include, without limitation: the sale consideration; the payment of fees, commissions and expenses; the provision of, and representations and warranties as to, information requested of the Seller; and the provision of requisite indemnifications; provided, that the representations and warranties required to be made by any Tag Along Shareholder

who is not an officer of the corporation shall be limited to matters involving ownership of the common shares to be transferred by such Tag Along Shareholder and the ability of such Tag Along Shareholder to dispose of such shares without restriction or encumbrance.

Upon delivering a Sale Request, each Tag Along Shareholder, if requested to do so by the Seller, shall execute and deliver a custody agreement and power of attorney in form and substance satisfactory to the Seller (a "Custody Agreement and Power of Attorney") with respect to the common shares that are to be included in the Proposed Sale pursuant hereto. The Custody Agreement and Power of Attorney will provide, among other things, that the Tag Along Shareholder will deliver to and deposit in custody with the custodian and attorney-in-fact named therein a certificate or certificates representing such common shares (duly endorsed in blank for transfer by the registered owner or owners thereof or accompanied by duly executed stock powers in blank, in either case with signatures guaranteed) and irrevocably appoint such custodian and attorney-in-fact as such Tag Along Shareholder's agent and attorney-in-fact with full power and authority to act under the Custody Agreement and Power of Attorney on behalf of the Tag Along Shareholder with respect to the matters specified therein.

Each Tag Along Shareholder will execute such other agreements as the Seller may reasonably request in connection with the consummation of a Proposed Sale and Sale Request and the transactions contemplated thereby.

Article XXXII

Protection Against Dilution

Until the date on which the corporation has consummated an initial public offering of shares pursuant to an effective registration statement filed pursuant to the Securities Act ("IPO"), the corporation shall not issue any shares or options, warrants, calls, commitments or other rights to acquire, sell or issue shares or other equity interests, whether upon conversion of other securities or otherwise, or enter into any agreement in respect of such issuance, unless such issuance is in connection with (a) a stock plan adopted by the Board of Directors for employees, officers, directors, consultants or service providers, (b) an IPO, (c) shares or warrants authorized by the Board in conjunction with the issuance of debt, (d) shares or warrants authorized by the Board in conjunction with the purchase of a business by the corporation, (e) a transaction pursuant to which the corporation offers to each holder of common shares the right to participate proportionately according to his Pro Rata Share (as hereinafter defined) as of the date of such proposed issuance for the same price payable in cash, or (f) shares or warrants authorized by the Board and issued in a manner not described in Clauses (a) through (e) such that the cumulative number of shares so issued and shares that would be issued upon exercise of such warrants does not exceed 15% of the total number of

shares issued and outstanding immediately following such issuance, including any shares that would be issued following the exercise of all outstanding options and warrants, regardless of whether or not such options or warrants are fully vested. Any right granted pursuant to clause (e) of the preceding sentence shall be exercisable by written notice delivered to the corporation within 10 days after receipt by the shareholder of written notice from the corporation of such proposed issuance. If a shareholder does not respond to the corporation within such 10-day notice period, such shareholder shall be deemed to have waived such shareholder's right to participate in the purchase of the securities to be issued. Shares shall include all classes and types of capital stock as authorized from time to time. "Pro Rata Share" shall mean, as to each shareholder, the ratio of the number of outstanding common shares (without regard to class) held by such shareholder to the total number of outstanding common shares (without regard to class) then held by all shareholders.

CLEARES-01 MPROULX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2024

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).

PRODUCER License # 1780862
HUB International New England
96 Shaker Rd
East Longmeadow, MA 01028

CONTACT NAME:
PHONE (A/C, No, Ext): (413) 733-3131 FAX (A/C, No): (413) 733-3191
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Graphic Arts Mutual Insurance Company	25984
INSURER B : Utica National Insurance Company of Texas	43478
INSURER C : Utica Mutual Insurance Company	25976
INSURER D : Triumphe Casualty Company	41106
INSURER E : Tokio Marine Specialty Insurance Company	23850
INSURER F :	

INSURED
Clean Restroom Rentals, Inc.
200 Friberg Parkway, Ste. 2003
Westborough, MA 01581

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			5627968	2/24/2024	2/24/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 50,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			5627970	2/24/2024	2/24/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE			5628766	2/24/2024	2/24/2025	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		WTT 0011511-00	2/24/2024	2/24/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Pollution / Environm			PPK2661918-000	2/24/2024	2/24/2025		1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
105 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES

DIVISION OF PROCUREMENT AND SUPPORT SERVICES

REQUEST FOR BID FOR PORTABLE TOILET SERVICES

2908-24

DUE DATE 6/3/2024 12:00:00 PM (EASTERN TIME)

Bidder Initials KCK

Date 5/20/24

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Date 5/20/24

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STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER 18

Bidder Initials KOK
Date 5/20/24

1. **PURPOSE:**

1.1. The purpose of this bid invitation is to establish a contract for portable toilet services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

2. **INSTRUCTIONS TO VENDOR:**

2.1. Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and sign the bid transmittal letter.

3. **BID SUBMITTAL:**

3.1. All bids shall be submitted on this form (or an exact copy), shall be typed, or clearly printed in ink, and shall be received on or before the date and time specified on paragraph 7 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

3.2. IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

4. **BID INQUIRIES:**

4.1. Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

4.2. Questions shall be submitted by email to James Poulin at James.M.Poulin@DAS.NH.Gov.

4.3. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

5. **BID DUE DATE:**

5.1. All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

5.2. All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

6. **ADDENDA:**

6.1. In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is: https://apps.das.nh.gov/bidscontracts/bids.aspx.

7. **TIMELINE:**

7.1. The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

Bid Solicitation distributed on or by:	4/30/2024
Last day for questions, clarifications, and/or requested changes to bid:	5/29/2024
Bid Closing (Eastern Time):	**6/3/2024 12:00:00 PM**

8. **TERMS OF SUBMISSION:**

8.1. All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

8.2. A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

8.3. A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Bidder Initials KCK

Date 5/20/24

8.4. Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

8.5. The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

8.6. CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

8.7. Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

9. CONTRACT TERM:

9.1. The term of the contract shall commence on August 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through November 30, 2029, a period of approximately five (5) years.

9.2. The contract may be extended for up to an additional three (3) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive Council.

9.3. The Contract may be amended, by agreement of the parties, without further approval needed by the executive council if the price limitation is unchanged or decreased as a result of the new or deleted location.

10. CONTRACT AWARD:

10.1. The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost per county. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s).

10.2. Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

11. NOTIFICATION AND AWARD OF CONTRACT(S):

11.1. Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

11.2. Bid results may also be viewed on our website at https://apps.das.nh.gov/bidscontracts/bids.aspx.

11.3. For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

12. LIABILITY:

12.1. The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

13. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

13.1. Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

13.2. Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

13.3. If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is *not* acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary

Bidder Initials KCK

Date 5/20/24

to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment, or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment, or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

13.4. Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

13.5. If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

13.6. By submitting a proposal, Bidders acknowledge and agree that:

13.6.1. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;

13.6.2. The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and

13.6.3. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

14. TERMINATION:

14.1. The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.

15. VENDOR CERTIFICATIONS:

15.1. All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

15.2. STATE OF NEW HAMPSHIRE VENDOR APPLICATION: To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: https://DAS.NH.Gov/Purchasing).

15.3. NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: https://sos.nh.gov/corporation-division/.

15.4. CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

15.5. CERTIFICATE OF INSURANCE: Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

16. BID PRICES:

16.1. Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

16.2. Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Bidder Initials KCL

Date 5/20/24

16.3. Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

17. AUDITS AND ACCOUNTING:

17.1. The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

17.2. At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

18. ACCOUNT REPRESENTATIVE:

18.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

18.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

18.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

18.1.3. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.

18.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

19. ESTIMATED USAGE:

19.1. The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

20. USAGE REPORTING:

20.1. The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Bureau of Procurement Services, James Poulin and sent electronic to James.M.Poulin@DAS.NH.Gov. At a minimum, the Report shall include:

20.1.1. Contract Number

20.1.2. Utilizing Agency and Eligible Participant

20.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)

20.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:

20.1.4.1. Percentage of recycled materials contained within finished products

20.1.4.2. Percentage of waste recycled throughout the manufacturing process

20.1.4.3. Types and volume of packaging used for transport

20.1.4.4. Any associated material avoided and/or recycled as applicable under contract

20.1.4.5. A standardized reporting form will be provided after contract award

20.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.

20.1.6. In Excel format

21. ESTABLISHMENT OF ACCOUNTS:

21.1. Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

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22. ELIGIBLE PARTICIPANTS:

22.1. Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

23. PAYMENT:

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

24. INVOICING:

24.1. Invoices shall be submitted to the corresponding State agency after completion of work.

25. TERMS OF PAYMENT:

25.1. Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

25.2. The Vendor shall provide prompt payment discounts offered for invoice payments prior to the State's standard 30-day due date for payments. Orders $10,000.00 and above will receive a 0.50% discount off invoice.

Payment Time	Discount %
30 Days	Standard Payment Terms
Within 15 Days	0.25%
Within 5 Days	0.50%

26. VENDOR RESPONSIBILITY:

26.1. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

26.2. All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at https://apps.das.nh.gov/bidscontracts/bids.aspx.

26.3. It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

26.4. The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

26.5. It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

26.6. In preparation of a bid response, the prospective Vendor shall:

26.6.1. Provide pricing information as indicated in the "Offer" section; and

26.6.2. Provide all other information required for the bid response (if applicable); and

26.6.3. Complete the "Vendor Contact Information" section; and

26.6.4. Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

26.7. It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.

26.8. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

26.9. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://www.das.nh.gov/purchasing/vendorresources.aspx.

27. IF AWARDED A CONTRACT:

27.1. The successful Vendor shall complete the following sections of Appendix A (Agreement State of New Hampshire Form #P-37):

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Section 1.3 Contractor Name
Section 1.4 Contractor Address
Section 1.11 Contractor Signature
Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

27.2. Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.

27.3. Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.

27.4. If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

28. SPECIFICATIONS:

28.1. Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

29. SITE VISITATION:

29.1. Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

30. SCOPE OF SERVICES:

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

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

30.3. A direct contact for both a sales manager and operations manager will be needed in the event the State needs to contact.

30.4. **WEEKLY CLEANING:**

30.4.1. Vendors and/or their approved sub-contractors (as listed on Page 9) and the requesting Agencies designated representatives will set forth a weekly cleaning schedule.

30.4.2. Cleaning will be reported and logged by Vendor with Agency contact by phone, email, electronically, or by vendor website upon completion of each scheduled cleaning and location of unit(s).

30.4.3. A service card shall be attached inside each unit and must be completed with the time, date and signature of Vendor's employee after each unit is delivered and/or cleaned.

30.4.4. Vendors shall include weekly cleanings at a minimum as part of their rental fee and shall also include cleaning services, supplies and DELIVERY/REMOVAL charges.

30.4.5. An Agency may require padlocks for their station, therefore access keys will be requested at the time of rental. Additional cleanings, beyond the scheduled weekly, shall be billed at the rate established in the Offer Sheet.

30.4.6. The Contractor shall be notified when units are to be picked up. Specific numbers and location will be determined by the State of New Hampshire designated representative from each agency.

30.4.7. Portable Toilets shall be delivered within three (3) business days, or as mutually agreed upon with agency and Vendor. Exception Emergency Services orders shall not exceed six (6) hours from the time the order is placed.

30.5. **DEFINITIONS:**

Term	Definition
3 business days	This is the normal delivery timeframe for supplying single portable toilets. Extended Delivery Times are acceptable based upon mutual agreement with the Agency.
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.
Annual Rental Fee	This is the cost for a year (365 days)
Emergency Rental Fee	This is a onetime charge for supplying portable toilets (Regular or Handicap) within six (6) hours or less and is based upon the ORDER not the number of units ordered.
Handicap toilets	All handicap portable toilets shall be ADA compliant. Soap/Sanitizer dispenser shall be at a height of 48".
Monthly Rental	This is the cost per month (30 and 31 days)(calendar month)

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Portable Toilets	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.
Quantity discounts (per location)	3 - 5 units in total or 6 - 10 units in total or 11+ units
Weekly Rental Fee	This is a charge for supplying a single portable toilet for up to Seven (7) days.
2-3 Day Special Event Rental Fee	This is a charge for the supply of portable toilet (Regular or Handicap) for a two (2) day timeframe for special events.

31. **ADDITIONAL REQUIREMENTS:**

31.1. Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

31.2. The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

31.3. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment, or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

31.4. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

31.5. The Vendor or their personnel shall not represent themselves as employees or agents of the State.

31.6. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

31.7. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

31.8. The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

31.9. If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

32. **ORDERING SYSTEM:**

32.1. Ordering system must be web-based and accessible to the State at all times. Ordering and inventory system must be capable of electronic order approval process and must have an email-based notification function. The ordering system must contain a field where the State can enter their 7-digit Purchase Order number. Contractor shall provide training, on-site or virtual, as requested by the State, on how to use the system at no additional cost. Preferred ordering system capabilities and functionality includes, but is not limited to:

32.1.1. Web-based, Inventory control capabilities

32.1.2. ability to interface with different point of sales systems

32.1.3. ability to use on multiple devices to include but not limited to tablets, iPhones

32.1.4. ability to include reference numbers

32.1.5. ability to provide a variety of reports including dashboard reporting

32.1.6. ability to edit, cancel orders, print orders, order tracking functionality, ability to split orders, and online help features.

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33. **Performance Guarantees:**

33.1. Contractor shall meet the following performance metrics and objectives, and report outcomes to the State quarterly on May 1st (period of January 1 through March 31), August 1st (period of April 1 through June 30), November 1st (period of July 1 through September 30), and February 1st (period of October 1 through December 31) of each year.

33.2. Failure to meet any one or more of the performance guarantees shall result in a 2% rebate of the sum of the total orders made by the State for the reporting period in which the failure occurred. Any penalties due to the State shall be remitted on a separate check to the corresponding agency business office, and not as an invoice credit, no later than sixty (60) days after the close of the period in which the failure occurred.

33.2.1. On-time delivery: Ninety-five percent (95%). Unexpected circumstances like inclement weather and vehicle breakdowns/accidents are excluded.

33.2.2. Fill Rate: Ninety percent (90%) including substitutes.

33.2.3. Error reporting (miss picks, invoice accuracy):

34. **OBLIGATIONS AND LIABILITY OF THE VENDOR:**

34.1. The successful Vendor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

34.2. The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

34.3. The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

35. **NON-EXCLUSIVE CONTRACT:**

35.1. Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

36. **DISASTER RECOVERY:**

36.1. Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? **Yes or No** (circle one)

36.2. If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

37. **ENVIRONMENTALLY FRIENDLY PRODUCTS:**

37.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:

37.1.1. Energy or water efficient

37.1.2. Reusable

37.1.3. Recyclable

37.1.4. Contains postconsumer recycled materials

37.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal

37.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)

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37.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties as an **attachment with their bid submission**.

1. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.

2. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: *https://www.epa.gov/smartway/smartway-partner-list*.

38. OFFER:

38.1. Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith.

38.2. The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

38.3. **OFFER SHEET WILL BE ATTACHMENT 1 (SEPARATE FROM THIS DOCUMENT).**

39. VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

39.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

40. VENDOR CONTACT INFORMATION:

40.1. Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

Karina Kellar — Contact Person
480-495-2411 — Local Telephone Number
888-935-0009 — Toll Free Telephone Number

Karina@cleanrestrooms.com — E-mail Address
Cleanrestrooms.com — Company Website

Clean Restroom Rentals, Inc. — Vendor Company Name
200 Friberg Pkwy Ste 2003, Westborough, MA 01581 — Vendor Address

488928 — Vendor Number (given by State of NH)
Duns/SAM U5VHQGA2V731 — DUNS and/or SAM.GOV Number

41. DELIVERY LOCATIONS:

41.1. Delivery locations will be located throughout the State of New Hampshire which, if you are awarded a contract you are expected to service. The State of New Hampshire reserves the right to add locations at the contract prices or to delete locations, as needed. This does not include any eligible participants.

42. ATTACHMENTS:

42.1. The following attachments are an integral part of this bid invitation:

42.1.1. Attachment 1: Offer Sheet.

43. The Bid Opening is open to the public online at the following:

Microsoft Teams Need help?
Join the meeting now
Meeting ID: 232 280 418 527
Passcode: WeehRZ
Dial-in by phone
+1 603-931-4944,,373282650# United States, Concord
Find a local number
Phone conference ID: 373 282 650#
Join on a video conferencing device
Tenant key: nhgov@m.webex.com
Video ID: 114 337 368 0

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APPENDIX A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
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:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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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

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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.

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.H. 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.

Bidder Initials KCL

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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

Bidder Initials KCK

Date 5/20/24

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.

Bidder Initials KCK
Date 5/20/24

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 05/20/24

Company Name: Clean Restroom Rentals, Inc.

Address: 200 Friberg Pkwy Ste 2003, Westborough, MA 01581

To: Point of Contact: **James Poulin**
Telephone: **(603)-271-7605**
Email: **NH.Purchasing@das.nh.gov**

RE: Bid Invitation Name: **Portable Toilet Services**
Bid Number: **2908-24**
Bid Posted Date (on or by): **4/30/2024**
Bid Closing Date and Time: **6/3/2024 12:00 PM (Eastern Time)**
Dear James Poulin,

[Insert name of signor] Karina Kellar, on behalf of Clean Restroom Rentals, Inc. [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # **2908-24** for Portable Toilet Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature Karina Kellar **Authorized Signor's Title** Director of Business Operations

Bidder Initials KEK
Date 5/20/24

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES

BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

Date of Change: May 28, 2024

ADDENDUM # 01 TO BID INVITATION 2908-24

DATE AND TIME OF BID CLOSING: 6/3/2024 12:00 PM

FOR: Portable Toilet Services

Question 1: Item 16.1 Bid Pricing – Can there be annual negotiations between vendor and state around increase such as CPI/Fuel/economic fluctuations that can affect a business? Locking a price now for 5-8 may not be in best interest of the state as vendors need to speculate cost 5 years out and increase cost to state now.

State Response: Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation.

Question 2: Item 25 – Terms of Payment – 25.2 states, 'Orders of $10K or more receive a .50% invoice discount.' What is the state definition of an order? Is it a single invoice? An annual total based on a certain location, etc?

State Response: An order of $10K or more would mean one singular invoice.

Question 3: Same with payment discounts, how will it be determined when the state will pay to how much of a discount to apply?

State Response: This bid will be part of the binding contract. If an invoice is paid in the timeframe listed, per invoice, discounts will apply.

Question 4: Item 32 – Online Ordering system – we are implementing a pilot system right now that we could have the state on for 8/1. Below are the replies from my team as to your requirements, would these meet the needs of the state, in regards to compliance at the moment as it progresses?
32.1.2. ability to interface with different point of sales systems - This is unclear request – our portal would be the POS system.
32.1.5. ability to provide a variety of reports including dashboard reporting - This is on our list of features but not yet placed on the roadmap. Likely will be developed in early 2025
32.1.6. ability to split orders – This would be in internal completion that once completed would show to the state in the portal

State Response: Online ordering is required for documentation and tracking of correct prices and locations for delivery. The State understands that some companies are in the process of transitioning and will assist working with them, should they be the awarded vendor.

Question 5: Item 33 – Performance rebates – we request this be struck from contract / negotiated upon award – Current invoice system could not accommodate immediate rebates. Things needed to know / when specifically this would happen, how the customer would request it, and how much time we'd have to issue it.

State Response: This will remain in the contract. The State is looking for vendors to meet the requirements of the contract with full compliance. The State understands that errors occasionally happen but still requires a 95% delivery compliance. This is tracked by the agencies' reporting and online ordering system. 33.1 and 33.2 details the timelines in which this would be required to be issued back to the agency (33.1 report outcomes within 30 days of each ending quarter and 33.2 remit rebate if applicable within 60 days of each ending quarter).

PURCHASING AGENT: JAMES POULIN
Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: Clean Restroom Rentals, Inc.

ADDRESS: 9 Dick Tracy Dr. Bldg A, Pelham, NH 03076

PRINT NAME: Karina Kellar SIGNATURE: [signature]

TEL. NO. 480-495-2411 EMAIL ADDRESS: Karina@cleanrestrooms.com

Please visit: https://das.nh.gov/purchasing/vendorresources.aspx (click on "Bid and Proposals") for complete bid and addendums.

Belknap County

Description	Estimated Usage	Unit Cost	Delivered Total
PORTABLE TOILET, REGULAR			
2-3 Day Special Event Rental Fee	10	$69.00	$690.00
Weekly Rental Fee	25	$69.00	$1,725.00
Monthly Rental Fee	15	$69.00	$1,035.00
Annual Rental Fee	10	$828.00	$8,280.00
		TOTAL	$11,730.00
PORTABLE TOILET, ADA COMPLIANT			
2-3 Day Special Event Rental Fee	3	$100.00	$300.00
Weekly Rental Fee	6	$100.00	$600.00
Monthly Rental Fee	2	$100.00	$200.00
Annual Rental Fee	3	$1,200.00	$3,600.00
		TOTAL	$4,700.00

For informational purposes only		
Emergency Rental Fee (per order charge)	1	$80.00
Additional Cleaning Fee	1	$20.00

Quantity discounts (per location)	
3 - 5 units in total	0
6 - 10 units in total	0
11+ units	7%

Carroll County

Description	Estimated Usage	Unit Cost	Delivered Total
PORTABLE TOILET, REGULAR			
2-3 Day Special Event Rental Fee	10	$69.00	$690.00
Weekly Rental Fee	25	$69.00	$1,725.00
Monthly Rental Fee	10	$69.00	$690.00
Annual Rental Fee	10	$828.00	$8,280.00
		TOTAL	$11,385.00
PORTABLE TOILET, ADA COMPLIANT			
2-3 Day Special Event Rental Fee	3	$100.00	$300.00
Weekly Rental Fee	6	$100.00	$600.00
Monthly Rental Fee	3	$100.00	$300.00
Annual Rental Fee	3	$1,200.00	$3,600.00
		TOTAL	$4,800.00

For informational purposes only		
Emergency Rental Fee (per order charge)	1	$80.00
Additional Cleaning Fee	1	$20.00

Quantity discounts (per location)	
3 - 5 units in total	0
6 - 10 units in total	0
11+ units	7%

Cheshire County

Description	Estimated Usage	Unit Cost	Delivered Total
PORTABLE TOILET, REGULAR			
2-3 Day Special Event Rental Fee	10	$69.00	$690.00
Weekly Rental Fee	25	$69.00	$1,725.00
Monthly Rental Fee	33	$69.00	$2,277.00
Annual Rental Fee	10	$828.00	$8,280.00
		TOTAL	$12,972.00
PORTABLE TOILET, ADA COMPLIANT			
2-3 Day Special Event Rental Fee	3	$100.00	$300.00
Weekly Rental Fee	6	$100.00	$600.00
Monthly Rental Fee	2	$100.00	$200.00
Annual Rental Fee	3	$1,200.00	$3,600.00
		TOTAL	$4,700.00

For informational purposes only		
Emergency Rental Fee (per order charge)	1	$80.00
Additional Cleaning Fee	1	$20.00

Quantity discounts (per location)	
3 - 5 units in total	0
6 - 10 units in total	0
11+ units	7%

Coos County

Description	Estimated Usage	Unit Cost	Delivered Total
PORTABLE TOILET, REGULAR			
2-3 Day Special Event Rental Fee	10		
Weekly Rental Fee	25		
Monthly Rental Fee	15		
Annual Rental Fee	10		
		TOTAL	
PORTABLE TOILET, ADA COMPLIANT			
2-3 Day Special Event Rental Fee	3		
Weekly Rental Fee	6		
Monthly Rental Fee	2		
Annual Rental Fee	3		
		TOTAL	

For informational purposes only		
Emergency Rental Fee (per order charge)	1	
Additional Cleaning Fee	1	

Quantity discounts (per location)	
3 - 5 units in total	
6 - 10 units in total	
11+ units	

Grafton County

Description	Estimated Usage	Unit Cost	Delivered Total
PORTABLE TOILET, REGULAR			
2-3 Day Special Event Rental Fee	10		
Weekly Rental Fee	25		
Monthly Rental Fee	15		
Annual Rental Fee	10		
		TOTAL	
PORTABLE TOILET, ADA COMPLIANT			
2-3 Day Special Event Rental Fee	3		
Weekly Rental Fee	6		
Monthly Rental Fee	2		
Annual Rental Fee	3		
		TOTAL	

For informational purposes only		
Emergency Rental Fee (per order charge)	1	
Additional Cleaning Fee	1	

Quantity discounts (per location)	
3 - 5 units in total	
6 - 10 units in total	
11+ units	

Hillsborough County

Description	Estimated Usage	Unit Cost	Delivered Total
PORTABLE TOILET, REGULAR			
2-3 Day Special Event Rental Fee	10	$69.00	$690.00
Weekly Rental Fee	25	$69.00	$1,725.00
Monthly Rental Fee	24	$69.00	$1,656.00
Annual Rental Fee	10	$828.00	$8,280.00
		TOTAL	$12,351.00
PORTABLE TOILET, ADA COMPLIANT			
2-3 Day Special Event Rental Fee	3	$100.00	$300.00
Weekly Rental Fee	6	$100.00	$600.00
Monthly Rental Fee	6	$100.00	$600.00
Annual Rental Fee	3	$1,200.00	$3,600.00
		TOTAL	$5,100.00

For informational purposes only		
Emergency Rental Fee (per order charge)	1	$80.00
Additional Cleaning Fee	1	$20.00

Quantity discounts (per location)

3 - 5 units in total	0
6 - 10 units in total	0
11+ units	7%

Merrimack County

Description	Estimated Usage	Unit Cost	Delivered Total
PORTABLE TOILET, REGULAR			
2-3 Day Special Event Rental Fee	10	$69.00	$690.00
Weekly Rental Fee	25	$69.00	$1,725.00
Monthly Rental Fee	16	$69.00	$1,104.00
Annual Rental Fee	10	$828.00	$8,280.00
		TOTAL	$11,799.00
PORTABLE TOILET, ADA COMPLIANT			
2-3 Day Special Event Rental Fee	3	$100.00	$300.00
Weekly Rental Fee	6	$100.00	$600.00
Monthly Rental Fee	5	$100.00	$500.00
Annual Rental Fee	3	$1,200.00	$3,600.00
		TOTAL	$5,000.00

For informational purposes only		
Emergency Rental Fee (per order charge)	1	$80.00
Additional Cleaning Fee	1	$20.00

Quantity discounts (per location)

3 - 5 units in total	0
6 - 10 units in total	0
11+ units	7%

Rockingham County

Description	Estimated Usage	Unit Cost	Delivered Total
PORTABLE TOILET, REGULAR			
2-3 Day Special Event Rental Fee	10	$69.00	$690.00
Weekly Rental Fee	25	$69.00	$1,725.00
Monthly Rental Fee	38	$69.00	$2,622.00
Annual Rental Fee	10	$828.00	$8,280.00
		TOTAL	$13,317.00
PORTABLE TOILET, ADA COMPLIANT			
2-3 Day Special Event Rental Fee	3	$100.00	$300.00
Weekly Rental Fee	6	$100.00	$600.00
Monthly Rental Fee	11	$100.00	$1,100.00
Annual Rental Fee	3	$1,200.00	$3,600.00
		TOTAL	$5,600.00

For informational purposes only		
Emergency Rental Fee (per order charge)	1	$80.00
Additional Cleaning Fee	1	$20.00

Quantity discounts (per location)

3 - 5 units in total	0
6 - 10 units in total	0
11+ units	7%

Strafford County

Description	Estimated Usage	Unit Cost	Delivered Total
PORTABLE TOILET, REGULAR			
2-3 Day Special Event Rental Fee	10	$69.00	$690.00
Weekly Rental Fee	25	$69.00	$1,725.00
Monthly Rental Fee	10	$69.00	$690.00
Annual Rental Fee	10	$828.00	$8,280.00
		TOTAL	$11,385.00
PORTABLE TOILET, ADA COMPLIANT			
2-3 Day Special Event Rental Fee	3	$100.00	$300.00
Weekly Rental Fee	6	$100.00	$600.00
Monthly Rental Fee	11	$100.00	$1,100.00
Annual Rental Fee	3	$1,200.00	$3,600.00
		TOTAL	$5,600.00

For informational purposes only		
Emergency Rental Fee (per order charge)	1	$80.00
Additional Cleaning Fee	1	$20.00

Quantity discounts (per location)

3 - 5 units in total	0
6 - 10 units in total	0
11+ units	7%

Sullivan County

Description	Estimated Usage	Unit Cost	Delivered Total
PORTABLE TOILET, REGULAR			
2-3 Day Special Event Rental Fee	10	[redacted]	
Weekly Rental Fee	25	[redacted]	
Monthly Rental Fee	15	[redacted]	
Annual Rental Fee	10	[redacted]	
		TOTAL	[redacted]
PORTABLE TOILET, ADA COMPLIANT			
2-3 Day Special Event Rental Fee	3	[redacted]	
Weekly Rental Fee	6	[redacted]	
Monthly Rental Fee	2	[redacted]	
Annual Rental Fee	3	[redacted]	
		TOTAL	[redacted]

For informational purposes only		
Emergency Rental Fee (per order charge)	1	[redacted]
Additional Cleaning Fee	1	[redacted]

Quantity discounts (per location)

3 - 5 units in total	[redacted]
6 - 10 units in total	
11+ units	