

GAC

180

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

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

August 7, 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 #8003517) with Unity Sourcing LLC (VC# 495889), Stuart, VA in an amount up to and not to exceed \$376,042.48 for portable toilet services in Coos, Grafton and Sullivan 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 State of New Hampshire requires portable toilet services essential for multiple agencies and municipalities for State Parks, special events and other occurrences where indoor facilities may not be available. Because of this requirement, 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 Unity Sourcing LLC for Coos, Grafton and Sullivan Counties. Unity sourcing bid on all ten New Hampshire counties and will be considered a secondary contract to (Contract# 8003505) with Clean Restroom Rentals, Inc. for the remaining seven counties, should the need arise.

The proposed contract offers state incentive discounts of 0.25% (Net 15) and 0.50% (Net 5) 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	
Projected Annual Spend	\$68,371.36
Projected Term Spend	\$341,856.80
Add 10% for Balance of Product Line	\$34,185.68
Requested price limitation	\$376,042.48

Based on the foregoing, I am respectfully recommending approval of the contract with Unity Sourcing LLC.

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	\$15,600.50	\$15,600.25				
1	EA	County ADA Toilet Total			\$15,400.00	\$15,400.00	\$7,995.25	\$7,995.25				
		Sub Total				\$53,650.00		\$23,595.50				
Grafton County												
1	EA	County Regular Toilet Total					\$14,575.50	\$14,575.26				
1	EA	County ADA Toilet Total					\$7,876.00	\$7,876.00				
		Sub Total						\$22,451.26				
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					\$14,575.00	\$14,575.00	\$16,575.00	\$16,575.00		
1	EA	County ADA Toilet Total					\$7,749.60	\$7,749.60	\$8,248.50	\$8,248.50		
		Sub Total						\$22,324.60		\$24,823.50		
		Total		\$120,439.00		\$53,650.00		\$68,371.36		\$130,143.00		\$100,950.00
Estimated Annual Spend			\$68,371.36									
Estimated term spend			\$341,856.80									
Add allowance for balance of product line (10%)			\$34,185.68									
Recommended price limitation			\$376,042.48									
											Cost Increase X% or	\$376,042.48
											Delta: new vs. expiring	100%

Recommendation Summary	
Statewide Contract or Amendment	Contract
Term of Contract	5 Years
Price Limitation	\$376,042.48
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
<p>Special Notes: Bid tab for Unity Sourcing, LLC shows a 5 year term with 3 counties covered compared to current 3 year term with 5 counties. Savings are non-comparable since the current contract does not cover these counties.</p>	

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

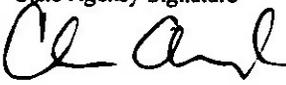
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 Unity Sourcing LLC		1.4 Contractor Address 76 Rhody Acres Trl, Stuart, VA 24171	
1.5 Contractor Phone Number 1-800-567-8025	1.6 Account Unit and Class Various	1.7 Completion Date November 30, 2029	1.8 Price Limitation \$376,042.48
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature  Date: 07/15/2024		1.12 Name and Title of Contractor Signatory Daquan Henderson CEO & Founder	
1.13 State Agency Signature  Date: 7/25/24		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: <i>Duncan A. Edger</i> On: August 5, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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.

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.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. Unity Sourcing LLC (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 2901-24," (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 Commissioner of the Department of Administrative Services.

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 is 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.

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.

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 locations which 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. Coos, Grafton and Sullivan Counties

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, James Poulin 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\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/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.

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.

EXHIBIT C - METHOD OF PAYMENT

17. CONTRACT PRICE:

17.1. The Contractor hereby agrees to provide Portable Toilet Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$376,042.48; 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>.

EXHIBIT D - RFB 2908-24

RFB #2908-24 is incorporated here within.

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

APPENDIX A – PRICING LIST

State of New Hampshire County	Description	Delivered Unit Rental Cost
Coos	Regular 2-3 Day Special Event Rental Fee	\$70.00
	Regular Weekly Rental Fee	\$70.00
	Regular Monthly Rental Fee	\$75.00
	Regular Annual Rental Fee	\$800.00
	ADA Comp 2-3 Day Special Event Rental Fee	\$135.00
	ADA Comp Weekly Rental Fee	\$135.00
	ADA Comp Monthly Rental Fee	\$135.00
	ADA Comp Annual Rental Fee	\$1,500.00
	Emergency Rental Fee (per order charge)	\$90.00
	Additional Cleaning Fee	\$22.00
Grafton	Regular 2-3 Day Special Event Rental Fee	\$70.00
	Regular Weekly Rental Fee	\$70.00
	Regular Monthly Rental Fee	\$75.00
	Regular Annual Rental Fee	\$800.00
	ADA Comp 2-3 Day Special Event Rental Fee	\$135.00
	ADA Comp Weekly Rental Fee	\$135.00
	ADA Comp Monthly Rental Fee	\$135.00
	ADA Comp Annual Rental Fee	\$1,500.00
	Emergency Rental Fee (per order charge)	\$90.00
	Additional Cleaning Fee	\$22.00
Sullivan	Regular 2-3 Day Special Event Rental Fee	\$70.00
	Regular Weekly Rental Fee	\$70.00
	Regular Monthly Rental Fee	\$75.00
	Regular Annual Rental Fee	\$800.00
	ADA Comp 2-3 Day Special Event Rental Fee	\$135.00
	ADA Comp Weekly Rental Fee	\$135.00
	ADA Comp Monthly Rental Fee	\$135.00
	ADA Comp Annual Rental Fee	\$1,500.00
	Emergency Rental Fee (per order charge)	\$90.00
	Additional Cleaning Fee	\$22.00

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.

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 UNITY SOURCING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 08, 2024. 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: 964256

Certificate Number : 0006732523



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of July A.D. 2024.

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

David M. Scanlan
Secretary of State

Sole Proprietor Certification of Authority

I, Daquan Henderson, hereby certify that I am the Sole Proprietor
(Printed First and Last Name)

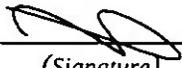
of Unity Sourcing LLC which is a tradename registered with the Secretary of State

(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

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 business. This authority **shall remain valid for ninety (90) days** from the date of this Corporate Resolution.

DATED: 06/22/2024

ATTEST: 
(Signature)



**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)

Table of Contents

1. PURPOSE:	4
2. INSTRUCTIONS TO VENDOR:	4
3. BID SUBMITTAL:	4
4. BID INQUIRIES:	4
5. BID DUE DATE:	4
6. ADDENDA:	4
7. TIMELINE:	4
8. TERMS OF SUBMISSION:	4
9. CONTRACT TERM:	5
10. CONTRACT AWARD:	5
11. NOTIFICATION AND AWARD OF CONTRACT(S):	5
12. LIABILITY:	5
13. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:	5
14. TERMINATION:	6
15. VENDOR CERTIFICATIONS:	6
16. BID PRICES:	6
17. PRICE ADJUSTMENTS:	Error! Bookmark not defined.
18. AUDITS AND ACCOUNTING:	7
19. ACCOUNT REPRESENTATIVE:	7
20. ESTIMATED USAGE:	7
21. USAGE REPORTING:	7
22. ESTABLISHMENT OF ACCOUNTS:	7
23. ELIGIBLE PARTICIPANTS:	8
24. PAYMENT:	8
25. INVOICING:	8
26. TERMS OF PAYMENT:	8
27. VENDOR RESPONSIBILITY:	8
28. IF AWARDED A CONTRACT:	8
29. SPECIFICATIONS:	9
30. SITE VISITATION:	9
31. SCOPE OF SERVICES:	9
32. ADDITIONAL REQUIREMENTS:	10
33. ORDERING SYSTEM:	10
34. Performance Guarantees:	11
35. WARRANTY REQUIREMENTS:	Error! Bookmark not defined.

36. OBLIGATIONS AND LIABILITY OF THE VENDOR: 11
37. NON-EXCLUSIVE CONTRACT: 11
38. DISASTER RECOVERY: 11
39. OFFER: 12
40. VENDOR'S BALANCE OF PRODUCT LINE ITEMS: 12
41. VENDOR CONTACT INFORMATION: 12
42. DELIVERY LOCATIONS: 12
43. ATTACHMENTS: 12
44. The Bid Opening is open to the public online at the following: 12
STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER 18

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.

- 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

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".

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.

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):

- 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)

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 <u>or</u> 6 - 10 units in total <u>or</u> 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.

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.)

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 <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES. 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all

rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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.

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.



STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 05/01/2024
Company Name: Unity Sourcing, LLC
Address: 76 Rohdy Acres Trl, Stuart, VA 24171

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] Daquan Henderson on behalf of Unity Sourcing, LLC [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 [Signature] Authorized Signor's Title OWNER

<u>Beknap County 03246</u>			
Description	Estimated Usage	Unit Cost	Delivered Total
PORTABLE TOILET, REGULAR			
2-3 Day Special Event Rental Fee	10	\$70.00	\$700.00
Weekly Rental Fee	25	\$70.00	\$1,750.00
Monthly Rental Fee	15	\$75.00	\$1,125.00
Annual Rental Fee	10	\$800.00	\$8,000.00
TOTAL			\$11,575.00
PORTABLE TOILET, ADA COMPLIANT			
2-3 Day Special Event Rental Fee	3	\$135.00	\$405.00
Weekly Rental Fee	6	\$135.00	\$810.00
Monthly Rental Fee	2	\$135.00	\$270.00
Annual Rental Fee	3	\$1,500.00	\$4,500.00
TOTAL			\$5,985.00
For informational purposes only			
Emergency Rental Fee (per order charge)	1	\$90.00	
Additional Cleaning Fee	1	\$22.00	
Quantity discounts (per location)			
3 - 5 units in total	0		
6 - 10 units in total	0		
11+ units	0		

<u>Carroll County 24317</u>			
Description	Estimated Usage	Unit Cost	Delivered Total
PORTABLE TOILET, REGULAR			
2-3 Day Special Event Rental Fee	10	\$70.00	\$700.00
Weekly Rental Fee	25	\$70.00	\$1,750.00
Monthly Rental Fee	10	\$75.00	\$750.00
Annual Rental Fee	10	\$800.00	\$8,000.00
TOTAL			\$11,200.00
PORTABLE TOILET, ADA COMPLIANT			
2-3 Day Special Event Rental Fee	3	\$135.00	\$405.00
Weekly Rental Fee	6	\$135.00	\$810.00
Monthly Rental Fee	3	\$135.00	\$405.00
Annual Rental Fee	3	\$1,500.00	\$4,500.00
TOTAL			\$6,120.00
For informational purposes only			
Emergency Rental Fee (per order charge)	1	\$90.00	
Additional Cleaning Fee	1	\$22.00	
Quantity discounts (per location)			
3 - 5 units in total	0		
6 - 10 units in total	0		
11+ units	0		

<u>Cheshire County 03246</u>	
Description	Estimated Usage
PORTABLE TOILET, REGULAR	
2-3 Day Special Event Rental Fee	10
Weekly Rental Fee	25
Monthly Rental Fee	33
Annual Rental Fee	10
PORTABLE TOILET, ADA COMPLIANT	
2-3 Day Special Event Rental Fee	3
Weekly Rental Fee	6
Monthly Rental Fee	2
Annual Rental Fee	3
For informational purposes only	
Emergency Rental Fee (per order charge)	1
Additional Cleaning Fee	1
Quantity discounts (per location)	
3 - 5 units in total	0
6 - 10 units in total	0
11+ units	0

<u>Hillsborough County 03031</u>			
Description	Estimated Usage	Unit Cost	Delivered Total
PORTABLE TOILET, REGULAR			
2-3 Day Special Event Rental Fee	10	\$70.00	\$700.00
Weekly Rental Fee	25	\$70.00	\$1,750.00
Monthly Rental Fee	24	\$75.00	\$1,800.00
Annual Rental Fee	10	\$800.00	\$8,000.00
TOTAL			\$12,250.00

<u>Merrimack County 03257</u>			
Description	Estimated Usage	Unit Cost	Delivered Total
PORTABLE TOILET, REGULAR			
2-3 Day Special Event Rental Fee	10	\$70.00	\$700.00
Weekly Rental Fee	25	\$70.00	\$1,750.00
Monthly Rental Fee	16	\$75.00	\$1,200.00
Annual Rental Fee	10	\$800.00	\$8,000.00
TOTAL			\$11,650.00

<u>Rockingham County 03246</u>	
Description	Estimated Usage
PORTABLE TOILET, REGULAR	
2-3 Day Special Event Rental Fee	10
Weekly Rental Fee	25
Monthly Rental Fee	38
Annual Rental Fee	10

PORTABLE TOILET, ADA COMPLIANT			
2-3 Day Special Event Rental Fee	3	\$135.00	\$405.00
Weekly Rental Fee	6	\$135.00	\$810.00
Monthly Rental Fee	6	\$135.00	\$810.00
Annual Rental Fee	3	\$1,500.00	\$4,500.00
TOTAL			\$6,525.00
For informational purposes only			
Emergency Rental Fee (per order charge)	1	\$90.00	
Additional Cleaning Fee	1	\$22.00	
Quantity discounts (per location)			
3 - 5 units in total		0	
6 - 10 units in total		0	
11+ units		0	

PORTABLE TOILET, ADA COMPLIANT			
2-3 Day Special Event Rental Fee	3	\$135.00	\$405.00
Weekly Rental Fee	6	\$135.00	\$810.00
Monthly Rental Fee	5	\$135.00	\$675.00
Annual Rental Fee	3	\$1,500.00	\$4,500.00
TOTAL			\$6,390.00
For informational purposes only			
Emergency Rental Fee (per order charge)	1	\$90.00	
Additional Cleaning Fee	1	\$22.00	
Quantity discounts (per location)			
3 - 5 units in total		0	
6 - 10 units in total		0	
11+ units		0	

PORTABLE TOILET, ADA COMPLIANT	
2-3 Day Special Event Rental Fee	3
Weekly Rental Fee	6
Monthly Rental Fee	11
Annual Rental Fee	3
For informational purposes only	
Emergency Rental Fee (per order charge)	1
Additional Cleaning Fee	1
Quantity discounts (per location)	
3 - 5 units in total	0
6 - 10 units in total	0
11+ units	0

If there is a county you would not service
 Please fill out every box on counties you are

Unit Cost	Delivered Total
\$70.00	\$700.00
\$70.00	\$1,750.00
\$75.00	\$2,475.00
\$800.00	\$8,000.00
TOTAL	\$12,925.00
\$135.00	\$405.00
\$135.00	\$810.00
\$135.00	\$270.00
\$1,500.00	\$4,500.00
TOTAL	\$5,985.00
\$90.00	
\$22.00	

Coos County 97420				
Description	Estimated Usage	Unit Cost	Delivered Total	
PORTABLE TOILET, REGULAR				
2-3 Day Special Event Rental Fee	10	\$70.00	\$700.00	
Weekly Rental Fee	25	\$70.00	\$1,750.00	
Monthly Rental Fee	15	\$75.00	\$1,125.00	
Annual Rental Fee	10	\$800.00	\$8,000.00	
			TOTAL	\$11,575.00
PORTABLE TOILET, ADA COMPLIANT				
2-3 Day Special Event Rental Fee	3	\$135.00	\$405.00	
Weekly Rental Fee	6	\$135.00	\$810.00	
Monthly Rental Fee	11	\$135.00	\$1,485.00	
Annual Rental Fee	3	\$1,500.00	\$4,500.00	
			TOTAL	\$7,200.00
For informational purposes only				
Emergency Rental Fee (per order charge)	1	\$90.00		
Additional Cleaning Fee	1	\$22.00		
Quantity discounts (per location)				
3 - 5 units in total		0		
6 - 10 units in total		0		
11+ units		0		

Grafton County 03240				
Description	Estimated Usage	Unit Cost	Delivered Total	
PORTABLE TOILET, REGULAR				
2-3 Day Special Event Rental Fee	10	\$70.00	\$700.00	
Weekly Rental Fee	25	\$70.00	\$1,750.00	
Monthly Rental Fee	23	\$75.00	\$1,725.00	
Annual Rental Fee	10	\$800.00	\$8,000.00	
			TOTAL	\$12,175.00
PORTABLE TOILET, ADA COMPLIANT				
2-3 Day Special Event Rental Fee	3	\$135.00	\$405.00	
Weekly Rental Fee	6	\$135.00	\$810.00	
Monthly Rental Fee	11	\$135.00	\$1,485.00	
Annual Rental Fee	3	\$1,500.00	\$4,500.00	
			TOTAL	\$7,200.00
For informational purposes only				
Emergency Rental Fee (per order charge)	1	\$90.00		
Additional Cleaning Fee	1	\$22.00		
Quantity discounts (per location)				
3 - 5 units in total		0		
6 - 10 units in total		0		
11+ units		0		

Unit Cost	Delivered Total
\$70.00	\$700.00
\$70.00	\$1,750.00
\$75.00	\$2,850.00
\$800.00	\$8,000.00
TOTAL	\$13,300.00

Strafford County 03855				
Description	Estimated Usage	Unit Cost	Delivered Total	
PORTABLE TOILET, REGULAR				
2-3 Day Special Event Rental Fee	10	\$70.00	\$700.00	
Weekly Rental Fee	25	\$70.00	\$1,750.00	
Monthly Rental Fee	10	\$75.00	\$750.00	
Annual Rental Fee	10	\$800.00	\$8,000.00	
			TOTAL	\$11,200.00

Sullivan County 37621				
Description	Estimated Usage	Unit Cost	Delivered Total	
PORTABLE TOILET, REGULAR				
2-3 Day Special Event Rental Fee	10	\$70.00	\$700.00	
Weekly Rental Fee	25	\$70.00	\$1,750.00	
Monthly Rental Fee	15	\$75.00	\$1,125.00	
Annual Rental Fee	10	\$800.00	\$8,000.00	
			TOTAL	\$11,575.00

		PORTABLE TOILET, ADA COMPLIANT				PORTABLE TOILET, ADA COMPLIANT			
\$135.00	\$405.00	2-3 Day Special Event Rental Fee	3	\$135.00	\$405.00	2-3 Day Special Event Rental Fee	3	\$135.00	\$405.00
\$135.00	\$810.00	Weekly Rental Fee	6	\$135.00	\$810.00	Weekly Rental Fee	6	\$135.00	\$810.00
\$135.00	\$1,485.00	Monthly Rental Fee	11	\$135.00	\$1,485.00	Monthly Rental Fee	2	\$135.00	\$270.00
\$1,500.00	\$4,500.00	Annual Rental Fee	3	\$1,500.00	\$4,500.00	Annual Rental Fee	3	\$1,500.00	\$4,500.00
TOTAL	\$7,200.00				TOTAL	\$7,200.00			
		For informational purposes only				For informational purposes only			
\$90.00		Emergency Rental Fee (per order charge)	1	\$90.00		Emergency Rental Fee (per order charge)	1	\$90.00	
\$22.00		Additional Cleaning Fee	1	\$22.00		Additional Cleaning Fee	1	\$22.00	
		Quantity discounts (per location)				Quantity discounts (per location)			
		3 - 5 units in total _____ 0				3 - 5 units in total _____ 0			
		6 - 10 units in total _____ 0				6 - 10 units in total _____ 0			
		11+ units _____ 0				11+ units _____ 0			

please leave the section blank
bidding to be considered compliant



Business Proposal

— New Hampshire RFB 2908-24

Prepared by :

Daquan Henderson 910-527-4062

Unity Sourcing, LLC UnitySourcingLLC@gmail.com

Solicitation:
36C24724Q0565



Cage: 9V0B1
UEI: V2VXJXQJXK86
DUNS: 119239527

Executive Summary:

Unity Sourcing LLC is a distinguished provider of portable sanitation solutions, specializing in portable toilets and handwash stations. Founded with a commitment to excellence and driven by the values of integrity, reliability, and service, Unity Sourcing is proud to be a Service Disabled Veteran Owned Small Business (SDVOSB), dedicated to serving both commercial and government clients with unmatched quality and professionalism.

Our Company: At Unity Sourcing LLC, we understand the critical importance of reliable sanitation solutions in various settings, from construction sites and outdoor events to disaster relief efforts and military deployments. With a focus on innovation and customer satisfaction, we have established ourselves as leaders in the portable sanitation industry, delivering exceptional products and services tailored to meet the diverse needs of our clients.

Our Services: Our core offerings include a comprehensive range of portable toilets and handwash stations, designed to ensure cleanliness, hygiene, and convenience in any environment. Whether it's a large-scale construction project, a public event, or a remote worksite, our solutions are versatile, durable, and equipped with features that prioritize user comfort and sanitation standards.

Our Commitment: As a SDVOSB, Unity Sourcing is committed to supporting fellow veterans and contributing to the community. We take pride in our ability to provide employment opportunities and support initiatives that benefit veterans and their families. Our dedication to excellence extends beyond our products and services; it is ingrained in every aspect of our operations, from customer relations to environmental sustainability practices.

Our Vision: As we continue to grow and expand our presence in the market, Unity Sourcing remains steadfast in our mission to be the preferred provider of portable sanitation solutions. We are committed to fostering long-term partnerships with our clients, earning their trust through consistent quality, reliability, and responsiveness. With a focus on continuous improvement and innovation, we aim to set new standards of excellence in the industry while upholding the values that define us.

In conclusion, Unity Sourcing LLC stands ready to meet the evolving needs of our clients with unwavering dedication and expertise. We are proud of our accomplishments, grateful for the trust placed in us by our clients, and excited about the opportunities

Solicitation:
36C24724Q0565



Cage: 9V0B1
UEI: V2VXJXQJXK86
DUNS: 119239527

that lie ahead. Thank you for considering Unity Sourcing as your partner for portable sanitation solutions.

Introduction

Unity Sourcing LLC is a premier provider of portable sanitation solutions, specializing in delivering high-quality portable toilets and handwash stations to a diverse range of clients. Founded with a passion for excellence and driven by a commitment to service, Unity Sourcing sets itself apart as a Service Disabled Veteran Owned Small Business (SDVOSB), dedicated to providing top-notch products and exceptional customer care. With a focus on innovation, reliability, and sustainability, we pride ourselves on delivering sanitation solutions that meet the unique needs of each client, whether it's supporting construction projects, outdoor events, disaster relief efforts, or military operations. At Unity Sourcing, we believe in going beyond mere provision; we aim to make a positive impact on communities, uphold the highest standards of quality and integrity, and build lasting relationships based on trust and reliability.

Unity Sourcing LLC is keenly interested in collaborating on this opportunity due to our unwavering dedication to providing top-tier portable sanitation solutions. We understand the importance of this project not only in meeting the immediate needs of the community but also in aligning with our core values of service, integrity, and excellence. Our expertise in delivering portable toilets and handwash stations tailored to various environments positions us as an ideal partner for this endeavor. We are committed to bringing our innovative solutions, reliable service, and collaborative approach to ensure the success of this project, contributing to its efficiency, effectiveness, and overall impact. Working on this opportunity presents an exciting chance for Unity Sourcing to further demonstrate our commitment to serving our clients and making a meaningful difference in the communities we serve.

Statement of Need:

- 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.
- 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).

Solicitation:
36C24724Q0565



Cage: 9V0B1
UEI:V2VXJXQJXK86
DUNS: 119239527

- 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.
- 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.
- 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.
- 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.
- 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.

Delivery:

Various Northern and Western counties of N.H.

Objectives:

Ensure Sanitation and Hygiene:

The primary goal of the contract requirements is to ensure sanitation and hygiene standards are maintained at construction and tourist attraction as well as rural areas. This includes providing portable toilets and handwash stations equipped with essential amenities such as soap, paper towels, and toilet paper, and ensuring they are regularly cleaned and serviced to prevent the spread of germs and maintain cleanliness.

Meet Operational Needs:

Another objective is to meet the operational needs of the N.H. by providing adequate facilities to support staff and visitors. This involves renting a sufficient number of portable toilets, including additional units during peak production schedules, to accommodate the fluctuating demand and ensure uninterrupted service.

Compliance and Responsiveness:

We aim to ensure compliance with regulatory standards and responsiveness to the needs of the project. Portable toilets must be delivered promptly within 48 hours of request, and service trips must adhere to specific cleaning and maintenance protocols outlined in the contract to meet regulatory requirements and ensure user satisfaction.

Solicitation:
36C24724Q0565



Cage: 9V0B1
UEI:V2VXJXQJXK86
DUNS: 119239527

Customer Satisfaction:

Ultimately, the overarching objective is to achieve customer satisfaction by providing high-quality portable sanitation services that meet or exceed the expectations of the New Hampshire Department Of Administrative Services staff and visitors. This involves delivering clean, well-maintained facilities in a timely manner and addressing any issues or concerns promptly and effectively to ensure a positive experience for all stakeholders.

Methodology:

Needs Assessment and Site Survey:

Conduct a detailed needs assessment based needs of the location and site survey in collaboration with the Contracting Officer's Representative to understand the specific requirements, operational dynamics, and spatial constraints of N.H.

Utilize advanced mapping and spatial analysis techniques to identify optimal locations for the placement of portable toilets and handwash stations, considering factors such as user traffic flow, accessibility, and proximity to work areas.

Customized Equipment Deployment:

Based on the needs assessment and site survey findings, deploy a customized mix of portable toilets and handwash stations strategically across N.H., utilizing our expertise in logistics and spatial planning to optimize placement for maximum convenience and usability.

Scheduled Service and Maintenance:

Develop a comprehensive service schedule that encompasses weekly service trips for cleaning, maintenance, and replenishment of essential supplies, ensuring consistent sanitation standards are maintained throughout the contract period.

Implement advanced scheduling algorithms and route optimization techniques to optimize service routes, minimize travel time, and maximize operational efficiency, thereby reducing fuel consumption and environmental impact.

Advanced Cleaning and Maintenance Protocols:

Implement state-of-the-art cleaning and maintenance protocols that exceed industry standards, utilizing environmentally friendly cleaning agents and high-pressure sanitation equipment to ensure thorough cleaning of units, including toilets, urinals, and floors both inside and outside.

Solicitation:
36C24724Q0565



Cage: 9V0B1
UEI:V2VXJXQJXK86
DUNS: 119239527

Utilize innovative self-cleaning technologies and anti-microbial coatings to minimize the risk of contamination and ensure a hygienic user experience, particularly in high-traffic areas.

Continuous Improvement and Innovation:

Foster a culture of continuous improvement and innovation within our organization, encouraging feedback from clients, staff, and stakeholders to identify areas for enhancement and innovation.

Invest in research and development initiatives to explore emerging technologies and best practices in portable sanitation, with a focus on sustainability, efficiency, and user experience.

Responsive Customer Support:

Provide responsive customer support and 24/7 emergency service hotline to address any issues or concerns that may arise promptly, ensuring uninterrupted service delivery and customer satisfaction.

Utilize innovative communication technologies, such as mobile apps and online portals, to facilitate real-time communication and feedback between clients, staff, and management, enhancing transparency and accountability.

By leveraging this methodology, Unity Sourcing LLC will ensure the successful fulfillment of the contract requirements, delivering innovative, reliable, and sustainable portable sanitation solutions that meet the evolving needs and expectations of the NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES and its stakeholders.

Technical Approach:

Unity Sourcing LLC is committed to executing the project for portable toilets and handwash station services at the NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES with precision, efficiency, and a focus on exceeding expectations. Our approach combines a detailed execution plan, utilization of cutting-edge technologies and tools, and leveraging our extensive expertise and experience in similar projects.

Detailed Execution Plan:

We will begin by conducting a comprehensive needs assessment to understand the specific requirements and spatial dynamics of N.H., ensuring our solutions are tailored to meet the unique demands.

Our project management team will develop a detailed project plan outlining key milestones, timelines, and resource allocation to ensure smooth execution from start to finish.

Solicitation:
36C24724Q0565



Cage: 9V0B1
UEI: V2VXJXQJXK86
DUNS: 119239527

Weekly service trips for cleaning, maintenance, and replenishment of supplies will be scheduled and coordinated meticulously to minimize disruption to N.H. operations.

Utilization of Technologies and Tools:

Unity Sourcing will leverage state-of-the-art technologies and tools to streamline project execution and enhance service delivery. Our cleaning and maintenance teams will utilize advanced sanitation equipment and environmentally friendly cleaning agents to ensure thorough cleaning of units, while self-cleaning technologies and anti-microbial coatings will be employed to maintain hygiene standards.

Expertise and Experience:

With years of experience in providing portable sanitation solutions for various industries, including construction, events, and disaster relief, Unity Sourcing brings a wealth of expertise to the project. Our team comprises skilled professionals with specialized training in portable sanitation services, ensuring the highest quality standards are upheld at all times. We have successfully executed similar projects in the past, demonstrating our ability to deliver reliable and innovative solutions tailored to the specific needs of each client. By adhering to this technical approach, Unity Sourcing LLC will execute the project for portable toilets and handwash station services at the New Hampshire Department Of Administrative Services with excellence, professionalism, and a commitment to exceeding expectations.

Management Plan:

Unity Sourcing LLC is dedicated to implementing a robust management plan to ensure the successful execution of the requirements for portable toilets and handwash station services at the NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES. Our management approach encompasses strategic planning, effective communication, resource allocation, quality assurance, and risk management to achieve project objectives efficiently and exceed client expectations.

Project Organization:

A dedicated project management team will be established to oversee all aspects of the project, including planning, execution, and monitoring. The project manager will serve as the primary point of contact for the client and will be responsible for coordinating activities, managing resources, and ensuring project milestones are met.

Solicitation:
36C24724Q0565



Cage: 9V0B1
UEI: V2VXJXQJXK86
DUNS: 119239527

Strategic Planning:

Our team will develop a comprehensive project plan that outlines key deliverables, timelines, milestones, and resource requirements.

Regular project meetings will be conducted to review progress, address issues, and make necessary adjustments to the plan to ensure alignment with client goals and objectives.

Communication Strategy:

Open and transparent communication channels will be established with the client, subcontractors, and project stakeholders to facilitate timely exchange of information and feedback.

Regular progress reports will be provided to the client, detailing project status, achievements, challenges, and mitigation strategies.

Resource Allocation:

Resources, including personnel, equipment, and materials, will be allocated based on project requirements and timelines.

Our team will maintain a flexible staffing plan to accommodate fluctuations in workload and ensure sufficient coverage for all construction sites and tourist attraction.

Continuous Improvement:

We will foster a culture of continuous improvement within our organization, encouraging feedback from clients and stakeholders to identify opportunities for enhancement.

Lessons learned from previous projects will be incorporated into our processes and procedures to drive efficiency and innovation.

By implementing this management plan, Unity Sourcing LLC will ensure effective coordination, efficient resource utilization, and successful project execution for portable toilets and handwash station services at the New Hampshire Department Of Administrative Services. We are committed to delivering exceptional results that meet and exceed client expectations while upholding the highest standards of professionalism and quality.

Timeline:

Proposal Submission May, 2, 2024

Solicitation:
36C24724Q0565



Cage: 9V0B1
UEI: V2VXJXQJXK86
DUNS: 119239527

Contract Start August 1, 2024

Contract End November 30, 2029 *may extend an additional three (3) years

Quality Assurance:

At Unity Sourcing LLC, quality assurance is ingrained in every aspect of our operations, ensuring that our portable toilets and handwash station services consistently meet the highest standards of cleanliness, functionality, and customer satisfaction. We employ rigorous quality control measures, including thorough inspections, regular maintenance, and adherence to industry best practices, to uphold the integrity and reliability of our equipment and services. Our dedicated team of professionals is committed to exceeding client expectations, continuously improving our processes, and delivering innovative solutions that enhance the health, safety, and comfort of users at the New Hampshire Department Of Administrative Services and beyond. With Unity Sourcing, clients can trust that their sanitation needs are in capable hands, backed by our unwavering commitment to quality assurance and excellence.

Risk Management:

Unity Sourcing LLC recognizes the importance of proactive risk management to ensure the successful execution of portable toilets and handwash station services at the New Hampshire Department Of Administrative Services. We systematically identify, assess, and mitigate potential risks associated with our operations, including equipment availability, inclement weather, and unforeseen circumstances. By implementing robust contingency plans, maintaining open lines of communication with clients and stakeholders, and fostering a culture of adaptability and innovation, we minimize the impact of risks on project objectives and maintain service continuity. Our proactive approach to risk management enables us to navigate challenges effectively, uphold our commitments to clients, and deliver reliable and resilient portable sanitation solutions that meet the evolving needs of the New Hampshire Department Of Administrative Services and its stakeholders.

Sustainability and Environmental Considerations:

We prioritize eco-friendly practices and technologies, such as the use of biodegradable cleaning agents and water-saving fixtures, to minimize our environmental footprint and conserve natural resources. Additionally, we employ innovative waste management strategies, such as recycling and proper disposal procedures, to reduce waste and promote environmental stewardship. By integrating sustainability principles into our service delivery model, we not only contribute to the preservation of the environment but also enhance the overall health and well-being of the community. With Unity

Solicitation:
36C24724Q0565



Cage: 9V0B1
UEI: V2VXJXQJXK86
DUNS: 119239527

Sourcing, clients can trust that their sanitation needs are met with the utmost consideration for sustainability and environmental impact.

Past Performance

During previous Army field trainings, overseas rotation, and deployment Daquan Henderson has consistently delivered high-quality portable toilets and associated services, exceeding client expectations and earning praise for our professionalism and attention to detail. Our experienced team of personnel is trained to handle the specific requirements of military deployments, including strict adherence to security protocols, efficient logistics management, and rapid response to changing needs and circumstances on the ground.

Technical Capability

Unity Sourcing LLC possesses the technical expertise, resources, and experience required to meet the rigorous requirements for portable toilets services outlined in the contract. Our comprehensive technical capabilities enable us to deliver reliable, high-quality portable sanitation solutions that exceed client expectations and ensure the health, safety, and comfort of users in diverse environments.

Equipment and Resources:

Unity Sourcing maintains a robust inventory of state-of-the-art portable toilets and handwash stations, equipped with advanced features and amenities to meet the specific needs of the New Hampshire Department Of Administrative Services. Our fleet of vehicles, including trucks and trailers, enables efficient transport and deployment of equipment to designated locations within N.H.

Logistics and Spatial Planning:

Our team of logistics experts utilizes advanced spatial analysis tools and geographic information systems (GIS) to optimize equipment placement and service routes within N.H.

We have a proven track record of efficiently managing logistics and spatial planning in diverse settings, including construction sites, events, and disaster relief efforts.

Cleaning and Maintenance Protocols:

Unity Sourcing employs rigorous cleaning and maintenance protocols to always ensure the cleanliness and functionality of portable toilets and handwash stations.

Solicitation:
36C24724Q0565



Cage: 9V0B1
UEI: V2VXJXQJXK86
DUNS: 119239527

Our service technicians are trained in industry best practices and utilize environmentally friendly cleaning agents and high-pressure sanitation equipment to achieve superior results.

Technological Integration:

We leverage cutting-edge technologies, such as GPS route tracking systems and route optimization software, to monitor equipment usage, streamline service delivery, and enhance operational efficiency.

Our online portals and mobile apps facilitate real-time communication and feedback between clients, staff, and management, enabling responsive customer support and transparent project management.

Quality Assurance and Compliance:

Unity Sourcing is committed to upholding the highest quality standards and regulatory compliance in all aspects of our operations.

We conduct regular inspections, audits, and quality control measures to ensure that portable sanitation services meet or exceed contractual requirements and industry standards.

Experience and Expertise:

With years of experience in providing portable sanitation solutions to a diverse range of clients, including military, government, and commercial entities, Unity Sourcing has the knowledge and expertise to deliver exceptional results.

Our team of skilled professionals is dedicated to providing personalized service and innovative solutions tailored to the unique needs of each client.

Unity Sourcing LLC possesses the technical capabilities, resources, and experience necessary to fulfill the requirements for portable toilets and handwash station services at the NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES. Our commitment to excellence, innovation, and customer satisfaction ensures that we will deliver reliable and high-quality portable sanitation solutions that meet and exceed client expectations.

Pricing

2% discount on each invoice if paid within 15 business days of invoice receipt.
See Pricing Attachment for services offered to all counties

Solicitation:
36C24724Q0565



Cage: 9V0B1
UEI: V2VXJXQJXK86
DUNS: 119239527

Invoicing

We have implemented proper invoicing practices to ensure accuracy, transparency, and efficiency in our billing process. Our invoicing system is designed to provide detailed and clear invoices to our customers, outlining the services provided, quantities, rates, and any applicable taxes or fees. Proper invoicing is crucial for maintaining a positive relationship with our customers by ensuring that they are billed correctly and have a clear understanding of the services they are paying for. It also helps us track our financial transactions accurately, manage cash flow effectively, and comply with legal and regulatory requirements. Proper invoicing practices are essential for the overall success and reputation of our business.

Conclusion:

Our proposal outlines Unity Sourcing LLC's comprehensive approach to providing portable toilet services at the New Hampshire Department Of Administrative Services locations. We offer tailored turnkey solutions backed by our expertise in logistics, spatial

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Garrison Property and Casualty Insurance Company
9800 Fredericksburg Road
San Antonio, TX 78288

NAMED INSURED: Unity Sourcing LLC

MAILING ADDRESS: 76 Rhody Acres Trl
Stuart, VA, 24171-4486

POLICY PERIOD: FROM 04/19/2024 TO: 04/19/2025 AT 12:01 A.M. TIME AT
YOUR MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 100,000	Any one premises
MEDICAL EXPENSE LIMIT	\$ 5,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	