

SERIAL 04075 S SANITATION SERVICE (PORTABLE TOILETS)

DATE OF LAST REVISION: September 26, 2008 CONTRACT END DATE: June 30, 2009

CONTRACT PERIOD THROUGH JUNE 30, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SANITATION SERVICE (PORTABLE TOILETS)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 16, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Materials Management
Amie Bristol, MCSO
Nancy Harris, Animal Control Services
Lisa Armstrong, MCDOT
Debra Stevens, FCD
Richard Crago, Facilities Management

(Please remove Serial 99025-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **SANITATION SERVICE (PORTABLE TOILETS)**
(NIGP 97773)

1.0 **INTENT:**

The intent of this Invitation for Bids is to establish a pricing agreement for the delivery, setup and service of portable toilets for various Departments throughout Maricopa County.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 **REQUIREMENTS:**

2.1.1 Contractor shall deliver, setup and service portable toilets and portable toilet trailer units at locations throughout Maricopa County.

2.1.1.1 All portable units will be serviced weekly with clean chemicals and supplies.

2.1.2 Trailer units will be provided to Using Departments when required.

2.1.2.1 The hitch, wheels and tires shall be in good condition.

2.1.2.2 Contractor shall provide a spare tire to the County Representative with each trailer unit.

2.1.2.3 The trailer units shall be equipped with safety chains as specified by DOT law.

2.1.2.4 The County will return trailer units when servicing is needed.

2.2 **RESPONSIBILITY:**

2.2.1 The Contractor will be responsible for repairs to portable toilets and trailer units.

2.2.2 When the Contractor delivers units it is responsible for lost or stolen units.

2.2.3 When the County picks up units it is responsible for any loss or damage to these units.

2.2.4 Maricopa County agrees to return all units in the condition they were received.

2.3 **LOCATIONS:**

2.3.1 Contractor shall deliver any specified size unit to a designated site within Maricopa County.

2.4 **PORTABLE TOILET/SPECIAL PROJECTS DIVISION/SHERIFF'S DEPT**

The vendor shall supply (16) sixteen or more Portable Toilet units with the following specifications:

2.4.1 Location: 2939 W. Durango, Phoenix, AZ 85009

2.4.2 The door shall not lock from the inside of the unit.

2.4.3 The door shall be capable of securing during transport.

2.4.4 All metal bars (toilet paper holders), or anything that could be used as a weapon shall be removed from the unit.

2.4.5 They shall be cleaned and deodorized at least 3 times per week or as specified.

- 2.4.6 There may be times when inmates will put object in the units that will plug the service hose. The unit will still need to be serviced as soon as possible.
- 2.4.7 When (4) four or more portable toilet trailers are provided, the hitch, wheels, and tires should be in good condition. A spare tire should be provided with a jack and necessary tools to change the spare tire, for each trailer.
- 2.4.8 The trailer units shall be equipped with safety chains as specified by law to prevent the trailer from breaking loose in traffic.
- 2.4.9 Prearranged service times will be established at the time of contract award. A list of phone numbers will be provided to the contractor in order to notify the guards when a driver is at the gate.
- 2.4.10 The Contractor shall be responsible to repair items on trailers.
- 2.4.11 The Contractor is required to respond within a twenty-four hour time period for both service and delivery. Emergency calls will require an immediate response time.

2.5 SUN CITY RANGE FACILITY/SHERIFF'S DEPARTMENT:

- 2.5.1 Location. Sun City Range, 21610 N. 167th Avenue, Surprise, AZ 85345.
- 2.5.2 The range requires four or more portable chemical toilets. They should be constructed of lightweight materials that can be easily moved to accommodate student needs. Units with and without urinals will be required, in addition to the standard seating arrangement. The units must be self-contained and need to be serviced at least once a week. Servicing should include removing waste and adding clean chemicals, sanitizing and providing an adequate supply of toilet paper.
- 2.5.3 Contractor will provide two (2) portable sink units. These units must have an adequate self-contained water supply to serve 60-100 people during the week. The units must also have self-contained wastewater storage and adequate soap and towel dispensers. Weekly servicing of all units is required. Servicing should include removal of wastewater, adding clean water, sanitizing and providing an adequate stock of soap and paper towels.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a five (5) year period.

3.2 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration or Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall with in the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.3 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.3.1 Compliance with specifications
- 3.3.2 Price
- 3.3.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 **INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes CONTRACTOR may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, COUNTY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including COUNTY.

The scope of this indemnification does not extend to the sole negligence of COUNTY.

3.4.3 **Insurance Requirements.**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of COUNTY. The form of any insurance policies and forms must be acceptable to COUNTY.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of COUNTY, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.4.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.4.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If

hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 3.4.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.4.4 Certificates of Insurance.

- 3.4.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.4.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 **INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

BILL THORNTON, PROCUREMENT CONSULTANT, 602-506-3248
(bthornto@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEPHEN KRAUSNICK, MCSO, (602) 876-3409

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled) and one (1) electronic copy of pricing on a 3.5" diskette. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

WASTE MANAGEMENT OF ARIZONA, 1580 E ELWOOD STREET, PHOENIX, AZ 85040

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO 0
% REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO 0 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PRICING SHEET-NIGP CODE 9777301

PRICING

	<u>Daily</u>	<u>Once per week</u>	<u>Twice per week</u>	<u>Three Times per week</u>
Holding tank 250 or 350 Gallon*	<u>\$ 1,900.00</u>	<u>\$ 332.00</u>	<u>\$ 680.00</u>	<u>\$ 980.00</u>
Portable Toilets With Urinals	<u>\$ 170.00</u>	<u>\$ 70.00</u>	<u>\$ 85.00</u>	<u>\$ 115.00</u>
Wheeled Units	<u>\$ 220.00</u>	<u>\$ 80.00</u>	<u>\$ 110.00</u>	<u>\$ 140.00</u>

SERVICE (Delivered and picked up by County)

	<u>Daily</u>	<u>Once per week</u>	<u>Twice per week</u>	<u>Three Times per week</u>
Holding tank 250 or 350 Gallon	<u>\$ 2,000.00</u>	<u>\$ 350.00</u>	<u>\$ 700.00</u>	<u>\$ 1,050.00</u>
Portable Toilets With Urinals	<u>\$ 180.00</u>	<u>\$ 75.00</u>	<u>\$ 90.00</u>	<u>\$ 120.00</u>
Wheeled Units	<u>\$ 225.00</u>	<u>\$ 95.00</u>	<u>\$ 125.00</u>	

SERVICE (Delivered and picked up by Contractor)

SUN CITY RANGE FACILITY/SHERIFF'S DEPARTMENT

	<u>Daily</u>	<u>Once per week</u>	<u>Twice per week</u>	<u>Three Times per week</u>
Holding tank 250 or 350 Gallon	<u>\$ 2,000.00</u>	<u>\$ 350.00</u>	<u>\$ 700.00</u>	<u>\$ 1,050.00</u>
Portable Toilets With Urinals	<u>\$ 180.00</u>	<u>\$ 75.00</u>	<u>\$ 90.00</u>	<u>\$ 120.00</u>
Wheeled Units	<u>\$ 225.00</u>	<u>\$ 95.00</u>	<u>\$ 125.00</u>	<u>\$ 155.00</u>
Portable Sink Units (Including stock of soap and paper towels)	<u>\$ 180.00</u>	<u>\$ 75.00</u>	<u>\$ 90.00</u>	<u>\$ 120.00</u>
Handicap Units	<u>\$ 400.00</u>	<u>\$ 125.00</u>	<u>\$ 175.00</u>	<u>\$ 225.00</u>
ADA Handicap Units (Meets the specifications of the Americans with Disabilities Act)	<u>\$ 400.00</u>	<u>\$ 125.00</u>	<u>\$ 175.00</u>	<u>\$ 225.00</u>

WASTE MANAGEMENT OF ARIZONA, 1580 E ELWOOD STREET, PHOENIX, AZ 85040

SERVICE (Delivered and picked up by Contractor)
SPECIAL PROJECTS DIVISION/SHERIFF'S DEPT LOCATION

Holding tank 250 or 350 Gallon	<u>\$ 2,000.00</u>	<u>\$ 350.00</u>	<u>\$ 700.00</u>	<u>\$ 1,050.00</u>
Portable Toilets With Urinals	<u>\$ 180.00</u>	<u>\$ 75.00</u>	<u>\$ 90.00</u>	<u>\$ 120.00</u>
Wheeled Units	<u>\$ 225.00</u>	<u>\$ 95.00</u>	<u>\$ 125.00</u>	<u>\$ 155.00</u>

Notes:

1. The smallest tanks provided are 250 and 350 gallons.
2. WM no longer provides Portable Toilets w/o urinals.
3. All prices billed per month.

Terms: NET 10

Vendor Number: ~~W000001868 X~~ **W000006393 X**

Telephone Number: ~~602/276-3810 417-0449 623-454-3165~~ **602/305-4311**

Fax Number: ~~602/258-7057 602-470-0692~~ **602/323-3768**

Contact Person: ~~Mike Bible Julie Fanning~~ **Robb Seipp**

E-mail Address: ~~mbible@wm.com~~ ~~jfanning2@wm.com~~ **rseipp@wm.com**

Company Web Site: www.wm.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2009.**