

**SERIAL 04200 S      PORTABLE TOILET SERVICES**

**DATE OF LAST REVISION: August 11, 2008      CONTRACT END DATE: March 31, 2010**

**CONTRACT PERIOD THROUGH ~~FEBRUARY 28, 2008~~ MARCH 31, 2008 2010**

**TO:**                    All Departments  
**FROM:**                Department of Materials Management  
**SUBJECT:**            Contract for **PORTABLE TOILET SERVICES**

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 **February 03, 2005 (effective. 04/01/05)**.

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.

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Wes Baysinger, Director  
Materials Management

**DL/mm**  
Attach

Copy to:                Materials Management  
**Penny Hatten, Parks**

(Please remove Serial 99220-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **PORTABLE TOILET SERVICES (NIGP 93484)**

1.0 **INTENT:**

The intent of these specifications is to describe the requirements for a service contract for portable toilet service. An award of this contract will be made to the lowest priced, responsive, responsible bidder(s). Work will be authorized by Purchase Order only. Other County departments may use this contract as required.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 **REQUIREMENTS:**

The successful vender shall service portable toilet units for Maricopa County Parks and Recreation Department at various locations in the indicated park. All portable units will be serviced by pumping, cleaning and adding new chemicals and providing adequate toilet paper until the next servicing.

2.2 All units shall be recharged at specified intervals with chemicals and toilet paper.

2.3 Clean all units on a regularly scheduled basis. The minimum service shall be once every month, more frequently as required.

2.4 Location: Spur Cross Ranch Conservation Area  
Cave Creek Road; north to Spur Cross Road  
4.5 miles to the Spur Cross Ranch Conservation Area

2.4.1 Two (2) units serviced twice per month May – October

2.4.2 Two (2) units serviced once per week November - April.

2.5 Location: Buckeye Hills (there are already porta johns at site)

2.5.1 Two (2) units serviced twice per month October – May.

2.5.2 Two (2) units serviced once per month June – September.

2.6 Location: Estrella Mountain Regional Park  
14805 W. Vineyard Ave.  
Goodyear, AZ 85338

2.6.1 Three (3) units serviced once per month June – September.

2.6.2 Three (3) units serviced once per week October – May.

2.7 Location: McDowell Mountain Regional Park  
15612 E. Palisades Drive  
Fountain Hills, AZ 85269

2.7.1 Five (5) units serviced once per month May– September.

2.7.2 Twelve (12)-units serviced once per week October – April.

2.8 Location: White Tank Mountain Regional Park  
13025 N. White Tank Mountain Road  
Litchfield Park, AZ 85340

2.8.1 Three (3) units serviced once per month June – September.

2.8.2 Six (6) units serviced once per week October – May.

2.9 Location: Usery Mountain Recreation Area  
3939 N. Usery Pass Road  
Mesa, AZ 85207

2.9.1 Two (2) units serviced once per month June – September.

2.9.2 ~~Four (4)~~ **Five (5)** units serviced once per week October – May.

2.10 Location: Lake Pleasant Regional Park  
41835 N. Castle Hot Springs Road  
Peoria, AZ 85342

2.10.1 Twenty (20) units serviced once (1) time per week October – January.

2.10.2 Twenty (20) units serviced two (2) times per week August - September.

2.10.3 Twenty (20) units serviced three (3) times per week February – July.

Request the right to have serviced five (5) additional units at Lake Pleasant.  
Date to be determined.

2.11 Location: As requested for specified location within the Maricopa County Park system.

2.11.1 One (1) unit serviced on a one-time basis.

2.11.2 One (1) five-gallon container of chemicals for refreshing portable toilets during off-season use.  
Request that parks has the authority to rent additional units for events or holidays or extra service(s) on existing units.

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 three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 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.

3.4 EVALUATION CRITERIA:

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

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 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.

3.5 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.6 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 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 and costs, relating to this Contract.

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.

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

3.7.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the 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 the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the 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 the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The 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 the 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 the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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

3.7.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability 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.

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 Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.7.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.7.2.3 Workers' Compensation. The 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 \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

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

3.7.3 Certificates of Insurance.

3.7.3.1 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 the County fifteen (15) days prior to the expiration date.

3.7.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.7.5 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.

3.8 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.

3.9 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.

3.10 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:

**David LaFond** ~~BILL THORNTON~~, PROCUREMENT CONSULTANT, 602-506-3248  
(lafond**d** ~~thornto~~@mail.maricopa.gov )

Technical telephone inquiries shall be addressed to:

BETH SEAY, PARKS AND RECREATION, 602-506-4743

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

3.11 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.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide one (1) original (labeled) and one (1) electronic copy of pricing on a CD.** Respondents 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.**

UNITED SITE SERVICES OF ARIZONA, 2402 S 16<sup>TH</sup> AVE, PHOENIX, AZ 85007

**NIGP CODE 9348401**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

ACCEPT A PROCUREMENT CARD:  YES  NO

INTERNET ORDERING CAPABILITY:  YES  NO \_\_\_\_\_% DISCOUNT

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

**PRICING:**

<b>1.0 PRICING:</b>		<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
		<b>Per Month</b>	<b>Per Month</b>	<b>Per Month</b>	<b>Per Month</b>	<b>Per Month</b>
		<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>
1.1	Spur Cross Ranch Conservation Area					
1.1.1	2 Units <del>Twice</del> Once Per Month	\$ 80.00	\$ 84.00	\$ 88.20	<b>\$ 92.61</b>	<b>\$ 97.24</b>
1.1.2	2 Units Once Per Week	\$120.00	\$126.00	\$132.30	<b>\$138.92</b>	<b>\$145.87</b>
<del>1.2</del>	<del>Buckeye Hills (there are already porta johns at site)</del>					
<del>1.2.1</del>	<del>2 Units Once Per Month</del>	<del>\$ 80.00</del>	<del>\$ 84.00</del>	<del>\$ 88.20</del>	<del><b>\$ 92.61</b></del>	<del><b>\$ 97.24</b></del>
<del>1.2.2</del>	<del>2 Units Twice Per Month</del>	<del>\$100.00</del>	<del>\$105.00</del>	<del>\$110.25</del>	<del><b>\$115.76</b></del>	<del><b>\$121.55</b></del>
1.3	Estrella Mountain Regional Park:					
1.3.1	<del>5</del> 3 Units Once Per Month	\$120.00	\$126.00	\$132.30	<b>\$138.92</b>	<b>\$145.87</b>
1.3.2	<del>5</del> 3 Units Once Per Week	\$180.00	\$189.00	\$198.45	<b>\$208.37</b>	<b>\$218.79</b>
1.4	McDowell Mountain Region Park:					
1.4.1	5 Units Once Per Month	\$200.00	\$210.00	\$220.05	<b>\$231.05</b>	<b>\$242.60</b>
1.4.2	12 Units Once Per Week	\$720.00	\$756.00	\$793.80	<b>\$833.49</b>	<b>\$875.16</b>
1.5	White Tank Mountain Regional Park:					
1.5.1	3 Units Once Per Month	\$120.00	\$126.00	\$132.30	<b>\$138.92</b>	<b>\$145.87</b>
1.5.2	6 Units Once Per Week	\$360.00	\$378.00	\$396.90	<b>\$416.75</b>	<b>\$437.59</b>
1.6	Usery Mountain Recreation Area:					
1.6.1	2 Units Once Per Month	\$ 80.00	\$ 84.00	\$ 88.20	<b>\$ 92.61</b>	<b>\$ 97.24</b>
<del>1.6.2</del>	<del>4 Units Once Per Week</del>	<del>\$240.00</del>	<del>\$252.00</del>	<del>\$264.60</del>		
1.6.2	5 Units Once Per Week	\$300.00	\$315.00	\$330.75	<b>\$347.28</b>	<b>\$364.64</b>
1.7	Lake Pleasant Regional Park:					
1.7.1	20 Units One Time Per Week	\$1,200.00	\$1,260.00	\$1,323.00	<b>\$1,389.15</b>	<b>\$1,458.60</b>
1.7.2	20 Units Two Times Per Week	\$1,400.00	\$1,470.00	\$1,543.50	<b>\$1,620.67</b>	<b>\$1,701.70</b>
1.7.3	20 Units Three Times Per Week	\$1,600.00	\$1,680.00	\$1,764.00	<b>\$1,852.20</b>	<b>\$1,944.81</b>
<b>1.7.4</b>	<b>Saturday &amp; Sunday Service on Independence Day, Labor Day and Memorial Day-(2009)</b>				<b>\$25.00 per service</b>	

**UNITED SITE SERVICES OF ARIZONA, 2402 S 16<sup>TH</sup> AVE, PHOENIX, AZ 85007**

1.8 ADDITIONAL PRICING:

1.8.1	1 Unit Serviced On An One Time Basis	\$ 40.00	\$ 42.00	\$ 44.10	<b>\$ 46.30</b>	<b>\$ 48.61</b>
1.8.2	1 Five Gallon Container Of Chemicals	\$ 65.00	\$ 68.25	\$ 71.70	<b>\$ 75.28</b>	<b>\$ 79.04</b>
2.0	LABOR OUTSIDE CONTRACT (PER HOUR)	\$ 50.00	\$ 55.00	\$ 61.00	<b>\$ 64.05</b>	<b>\$ 67.25</b>
3.0	ADDITIONAL TOILETS (includes delivery & pickup)					
	1x per month services:	\$40.00/mo				
	2x per month services:	\$50.00/mo				
	1x per week services:	\$60.00/mo				
	2x per week services:	\$70.00/mo				
	3x per week services:	\$80.00/mo				

Terms: 1% Net 10 days net 30

Vendor Number: **W000002521 X**

Telephone Number: 480/833-4340

Fax Number: 480/464-2373

Contact Person: Mary Wilson

E-mail Address: [Mary.Wilson@unitedsiteservices.com](mailto:Mary.Wilson@unitedsiteservices.com)

Company Web Site: [www.unitedsiteservices.com](http://www.unitedsiteservices.com)

Certificates of Insurance Required

Contract Period: To cover the period ending ~~FEBRUARY 28, 2008~~ **March 31, 2008 2010.**