



20149
PORTABLE TOILET RENTAL
Commodity Code 15570

SECTION A: SCOPE / SPECIFICATIONS

1. SCOPE OF SERVICE: The City of Daytona Beach (City) is requesting quotes for the following products or services. Quotes may be e-mailed to PURCHASING@CODB.US, faxed to 386-671-3964 or delivered to the Purchasing Department, 301 South Ridgewood, Room 146, Daytona Beach, FL 32114 **by November 1, 2019 at 4:00 PM**. No quotes will be accepted after this time.

The City of Daytona Beach is seeking quotes to provide portable toilet units for both short and long-term rentals at various locations throughout the City of Daytona Beach. Contractor shall have the ability to deliver units, service units, and pick up units, as required by the using division.

2. SPECIFICATIONS FOR PORTABLE TOILET RENTAL

If awarded, the Contractor hereby agrees to furnish all labor, materials, and equipment to provide the product/service in accordance with these specifications and conditions for the amount stated in the price schedule.

A. Standards for Portable Restroom Facilities

1. All equipment provided by the Contractor shall be new. The City will work with the awarded Contractor for placement of units in a timely fashion. The awarded Contractor shall maintain a company logo and a working phone number, not to exceed 16" wide x 16" high, on each portable restroom unit. No other advertising shall be allowed. All metallic parts such as rivets, hinges, bolts, screws, etc., shall be kept to a minimum. Required fasteners shall be aluminum or stainless steel.

2. Standard portable restrooms shall be constructed of fiberglass or polyethylene. The holding tank shall be capable of holding 60 gallons at a minimum. Four (4) inches of refuse shall be covered with a five (5) gallon charge. The tank shall have a smooth interior surface with no ledges or shelves. Air vents shall be angled to provide maximum privacy. Door latch shall be constructed with one (1) moving part and indicate when the unit is occupied. The door size shall be a minimum width of 26 inches and minimum height of 75 inches. The floor shall be made of a non-slip construction. Restroom seat shall be a maximum of 18 inches above the floor. The urinal shall be constructed of one (1) piece that includes the non-clogging drain tube.

3. ADA portable restrooms shall conform to Federal and State American with Disabilities Act Regulations for portable restroom facilities.

B. Contractor's Responsibilities

1. All rented units shall be freshly serviced. During the rental period, units placed for a week or longer shall be serviced twice weekly. During special events, units shall be serviced more frequently as requested by the City's Project Manager.

2. If required by City's Project Manager, and noted at the time of delivery, Contractor's personnel shall sign in and sign out each time they visit a site.

3. The Contractor shall maintain e-mail capability and shall have a responsible person(s) in charge during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City recognized holidays (www.codb.us/DocumentCenter/View/12712/Holidays_2019-20?bidId=).

The Contractor shall provide either a telephone answering service or mechanical device to receive customer inquiries after normal business hours.

4. The Contractor shall provide the City's Project Manager with an emergency phone number that shall be answered 24 hours per day, seven (7) days per week.

5. The Contractor's vehicles and equipment shall be maintained in a safe working condition and shall display the name and working phone number of the Contractor.

6. Vehicles will be inspected by City's Project Manager to determine the condition of the vehicles and compliance with the terms of this Agreement at least annually. Additional inspections may be requested at any time by the City's Project Manager.

7. Contractor vehicles or equipment shall not interfere unduly with vehicular or pedestrian traffic and shall not be left unattended while in operation.

C. **Emergency Service**

The Contractor shall provide twenty-four (24) hour, seven (7) days a week emergency services to the City under this Agreement. During regular working hours (Monday through Friday 8:00 a.m. to 5:00 p.m., excluding City recognized holidays, emergency service response time shall be within one (1) hour after notification by the City. During non-regular working hours, emergency response time shall be within two (2) hours after notification by the City.

D. **Pricing / Invoicing**

1. Price Schedule: Contractors shall complete the price schedule. Unit prices shall include delivery and pickup anywhere within the City of Daytona Beach.

- a. Daily Rate – This is for units that are dropped off for an event lasting 24 hours and can be picked up the next business day.
- b. Weekend Rate – This is when units are dropped off on a Friday for use Friday night through Sunday, and picked up on Monday (or the first business day) in case Monday is a holiday. In the event this level needs to be pumped out it will be charged at the Service charge/pump out rate described as item 4 on the price schedule.
- c. Weekly – These units are dropped off and picked up in 7-8 days. The Contractor will return to the location 2 times during the week to pump out waste. City reserves the right to contact Contractor for additional pump outs which will be charged at the service charge/pump out rate indicated as item 4 on the price schedule.
- d. Monthly – These units are dropped off and remain in place for 30-31 days. Contractor will return to the location 2 times per week to pump out waste. City reserves the right to contact Contractor for additional pump outs which will be charged at the service charge/pump out rate indicated as item 4 on the price schedule.
- e. Service charge/additional pump out (Item 4) – City reserves the right to contact the Contractor to remove waste from units. This rate will be charged to the City each time additional requests are made that exceed the allowable twice a week as described under the weekly and monthly rates.
- f. Surcharge for Emergency Service (Item 5) - This rate is charged when the Contractor picks up the unit and takes it to a Contractor designated area before its intended use is over due to an anticipated weather event such as a hurricane, tropical storm, or such. This rate includes returning the unit to its original location as soon as the weather event is over. City

will be reimbursed the daily rate for each day these units are not returned beginning the second day after the weather event ends.

2. Unit prices quoted on the price schedule are inclusive of all of the Contractor's direct and indirect costs of performing the Work, including any surcharges, fuel charges, delivery charges, disposal charges, or other unspecified additional fees. The compensation described on the price schedule will be Contractor's sole compensation for the products or services to be provided. Pricing will exclude any Federal or State of Florida sales tax, as the City of Daytona Beach is exempt from the payment of such taxes.
 3. Invoices shall be submitted to the department requesting the service. Invoices shall describe the drop off locations of the units.
 4. Terms of billing are net 45.
3. **QUESTIONS FOR INTERPRETATION.** Questions will be accepted in writing only by email purchasing@codb.us [PREFERRED] or fax 386-671-3964. The deadline for questions is October 30, 2019.

SECTION B: DELIVERY LOCATION

Any product or service that results from an award will be delivered to any City location within 48 hours of receiving a purchase order or work authorization requesting product or service.

Delivery of all products under this solicitation will be quoted FOB Destination. No delivery charges will be added to invoices.

SECTION C: SPECIAL CONDITIONS

1. **AWARD.** An award, if any, will be made to the responsible Contractor offering the lowest responsive quote for goods and services determined to be in the best interests of the City or capable of providing the product and/or services. Upon award, this document will be deemed as a Contract.

While this quote is meant for the department and address listed above, any department within the City may acquire the quoted product or service under the same terms and conditions.

2. **PAYMENT.** If solicitation is awarded, payment will be made to the Contractor in conformance with the price schedule after a) satisfactory completion of the delivery or work b) receipt of an invoice that includes invoice number, purchase order number (unless paid by P-Card), quantity, description, unit prices, and total of invoice. Payment will be made within 45 days of the date of receipt in accordance with F.S. 218.70 Prompt Payment Act.

3. **UNIT PRICING AND QUANTITIES.** If this quote requests submission of unit prices: (i) the Contractor will hold all unit prices firm for the duration of the Contract, including any extension thereof, unless otherwise stated in the Contract Documents; and (ii) quantities stated as an estimate only and no guarantee is given or implied as to quantities that will actually be required during the Contract period.

4. **RESPONDENTS.** Before submitting an Invitation for Quotes (IFQ), respondents will become fully informed as to the extent and character of the product and/or work and will carry all licenses required by the City, State, and Federal Government, if applicable. It is understood by the respondent that the submission of an IFQ is agreement with all conditions referred to herein and that this is an offer made and will be good for 60 days. No guarantee is given that this offer will be accepted by the City.

5. **RESTRICTIONS.** Time, dollar, or quantity restrictions are not permissible. Quotes offered which include such restrictions will be rejected. Any variations from this specification will be indicated on the quote sheet and will be explained in detail on a separate attachment.

6. **IRS FORM.** Submit signed IRS W-9 form, latest version (2017).

7. **REFERENCES.** City reserves the right to request references with whom your company has provided stated product or service within the last 3 years.

8. **TERMINATION.** The City may by written notice to awarded Contractor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the awarded Contractor to fulfill its any resulting contractual obligations. 1) Before terminating for convenience, City must provide awarded Contractor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period. 2) Before terminating due to awarded Contractor's material breach of its any resulting contractual obligations, City must provide awarded Contractor prior written notice, specifying the breach and demanding awarded Contractor remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if awarded Contractor fails to remedy the material breach within the period described in the City's notice of breach.

9. **PRICE** will remain firm for the contract period.

10. **TERM.** The term of this contract will be 3 years, commencing on the effective date. The effective date is defined as the date on which the last party signs it. The City will have the option to renew said contract for up to 2 Terms of 1 year each by providing awarded Contractor 60 days written notice before the end of the current term, unless waived by the awarded Contractor.

11. **NON-APPROPRIATIONS CLAUSE.** In the event sufficient funds are not budgeted for a new fiscal period, the City will notify the Contractor of such occurrence, and this Contract will terminate on the last day of the current fiscal year without penalty or expense to the City.

12. **FAILURE TO DELIVER.** In the event of the awarded Contractor to fail to deliver services in accordance with these terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the awarded Contractor responsible for this purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

13. **PERSONNEL.** Awarded Contractor represents that they have or will secure at awarded Contractor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

14. **INDEMNIFICATION.** Awarded Contractor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of awarded Contractor, or awarded Contractor's officers, employees, or agents, including subcontracted Contractors and other persons employed or used by awarded Contractor in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise.

15-18. **RESERVED**

19. **UNLOADING OF PRODUCTS.** Delivery will include the unloading of quoted items or materials from the transport vehicle and placed at a location designated by a representative of the City. The City does not have loading docks or forklifts. Contractor will come prepared with their own equipment to unload items or materials from the transport vehicle to a place designated by a representative of the City.

END OF SECTION

SECTION D: INSURANCE

The awarded Contractor must submit any required insurance before beginning the delivery/work .

Awarded Contractor will provide and maintain at awarded Contractor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of awarded Contractor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including (i) Commercial General Liability coverage for operations, independent awarded Contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring awarded Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) Automobile Liability Insurance, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the awarded Contractor in the performance of this Contract.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. Awarded Contractor's Commercial General Liability insurance policy shall provide coverage to awarded Contractor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent awarded Contractors, Property of City in awarded Contractor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

Unless specifically waived hereafter in writing by the Risk Manager, awarded Contractor agrees that the Insurer will waive its rights of subrogation, if any, against the City on each of the types of required insurance coverage listed above.

(b) Proof of Insurance. Awarded Contractor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Awarded Contractor will not commence work until all proof of such insurance has been filed with and approved by the City. Awarded Contractor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the City, awarded Contractor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) Cancellation; Replacement Required. Awarded Contractor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without awarded Contractor's prior knowledge awarded Contractor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right to replace the canceled policy at awarded Contractor's expense if awarded Contractor fails to do so.

(d) Termination of Insurance. Awarded Contractor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and awarded Contractor has received written notification from the Risk Manager that awarded Contractor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of awarded Contractor if the request is made no earlier than two weeks before the work is to be completed.


(e) Liabilities Unaffected. Awarded Contractor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, awarded Contractor's liabilities under this Contract will not be limited to the extent of the existence of any exclusions or limitations in insurance coverages, or by awarded Contractor's failure to obtain insurance coverage.

Awarded Contractor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by awarded Contractor that does not meet the requirements of this Contract.

END OF SECTION

SECTION E: PRICE SCHEDULE

Please use the price schedule found online purchasing.codb.us/public_solicitation/price_schedule-20149. Include the online price schedule with your submittal in order to be responsive.

		PORTABLE TOILET IFQ-20149 PRICE SCHEDULE			
		Unit of Measure (UOM)	Estimated Qty (Est Qty)	Unit Price	Estimated Annual Total
<i>If online, enter unit price in green area only. Extended price is automatically calculated.</i>					
Standard Restroom: includes delivery, pickup, & pump out					
1A	Daily	EA	7		\$ -
1B	Weekend (Fri-Sun)	EA	40		\$ -
1C	Weekly w/ pump out 2x/wk	EA	50		\$ -
1D	Monthly w/ pump out 2x / wk	EA	20		\$ -
ADA Handicap Accessible Restroom: includes delivery, pickup and pump out					
2A	Daily	EA	7		\$ -
2B	Weekend (Fri-Sun)	EA	4		\$ -
2C	Weekly w/ pump out 2x/wk	EA	8		\$ -
2D	Monthly w/ pump out 2x / wk	EA	12		\$ -
dual sink station: includes delivery, pickup, and pump out					
3A	Daily	EA	7		\$ -
2B	Weekend (Fri-Sun)	EA	12		\$ -
3C	Weekly w/ pump out 2x/wk	EA	8		\$ -
3D	Monthly w/ pump out 2x / wk	EA	4		\$ -
4	Service charge/additional pump out charge	EA	82		\$ -
5	Surcharge for Emergency Services (remove and replace in the event of a weather event)	EA	2		\$ -
<i>Do not list price if total exceeds \$25,000. All totals over \$25,000 require a competitive solicitation (ITB/RFP).</i>					\$ -
<p>* Quantities stated are an annual estimate and no guarantee is given or implied as to the quantities that will actually be required during the contract period.</p> <p>* Unit prices are inclusive of all costs including surcharges, fuel charges, delivery charges, disposal charges, or other specified fees. Unit prices will be the vendor's sole compensation.</p> <p>* All unit prices must be completed in order to be considered responsive.</p>					

SECTION F: SUBMISSION INFORMATION

IFQ's are due on or before **4:00 PM, November 1, 2019.**

- Submit all pages of this IFQ, including signatures at the bottom of each page.
- If awarded, submit W-9
- Prior to beginning work, Certificates of Insurance (COI) outlining minimum requirements stated in section D.

SECTION G: CONTRACTOR / RESPONDENT INFORMATION

- *It is understood by the respondent that the submission of an IFQ is agreement with all conditions referred to herein and that this is an offer which will be good for 60 days. If accepted, the City will issue a written work authorization in the form of a purchase order or notice to proceed.*
- *By signing below I agree that I am an authorized representative of the company.*
- *I have read and fully understand the scope, terms, and conditions described herein.*
- *I understand this is only an offer and not a guarantee that the company listed below will be selected.*

Authorized Signature:	Company Name:
Printed Name & Title:	Full Address:
Date:	Email:
Telephone:	FEI/EIN:

Version 6/10/2019