



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUOTATION (RFQ)
OFFER SHEET

SOLICITATION NO: SLW0609

COMMODITY/SERVICE DESCRIPTION: Rental of Portable Toilets

DATE ISSUED: August 18, 2015

REQUISITION NO.: 8600 15081400482

COMMODITY CODE: 9777360

QUOTE DUE PRIOR TO: August 25, 2015 at 4:00PM

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING:

Sandy Wirtanen
Buyer II

Phone: (512) 974-7711

E-Mail: sandy.wirtanen@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL OR FAX TO:
E-MAIL: sandy.wirtanen@austintexas.gov
Fax : (512) 974-6542

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	3
0500	SPECIFICATION	3
0600	QUOTE SHEET – Must be completed and submitted with Offer	3
0700	REFERENCE SHEET – Complete and submit if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and submit	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Completed Quote Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one week prior to bid opening date by 1:00 PM CST. Submissions may be made via email to sandy.wirtanen@austintexas.gov or via fax at 512-974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for a term of 4 months.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed throughout the term of the contract.
4. **DELIVERY REQUIREMENTS:**
- A. Locations: Various locations in and around the City of Austin.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor. Invoices shall include the following information:
 - i. Type of unit
 - ii. Location of each unit
 - iii. Unit number
 - iv. Date of invoice
 - v. Date(s) of service
 - vi. Extra service, if applicable: and
 - vii. Special events; when applicable

Invoices shall be mailed to the below address:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

	City of Austin
Department	Parks and Recreation
Attn:	Michelle Walker
Address	200 S. Lamar Blvd.
City, State Zip Code	Austin, TX 78704

B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Michelle Walker – Contract Compliance Associate

200 South Lamar Blvd.

Austin, TX 78704

Phone: 512-974-6709 Email: michelle.walker@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING SPECIFICATION
SOLICITATION NO. RFQ SLW0609**

RENTAL OF PORTABLE TOILETS

1.0 GENERAL REQUIREMENTS

- 1.1 This specification establishes the minimum requirements for an annual service contract for the rental, delivery, cleaning, maintenance, and service of chemical portable toilets (Handicapped & Non-Handicapped).
- 1.2 The chemical portable toilets will be rented on a monthly, weekly, or daily basis including holidays, weekends, and special events at locations in and around the City of Austin.
- 1.3 The City reserves the right to add departments and locations to this agreement as required.

2.0 VENDOR REQUIREMENTS

- 2.1 Vendor shall comply with all City, State, and Federal codes, guidelines, laws, and regulations.
- 2.2 Vendor shall comply with all applicable certifications and licensing for operating equipment appropriate for the rental, delivery, cleaning, maintenance and service of units.
- 2.3 Vendor shall furnish all equipment and supplies required to place, pickup, clean, service, repair and/or relocate units.
- 2.4 Vendor shall provide units with a service label placed on the inside wall.
- 2.5 Awarded vendor shall submit contract service schedule ten (10) days after award.
- 2.6 Vendor shall provide name, and emergency phone number of at least two (2) representatives who can be reached 24 hours a day.

3.0 SERVICE REQUIREMENTS

- 3.1 Vendor shall annotate on label the date unit was serviced, and initial after each service. Service provided and not listed on unit label will be considered a missed service.
- 3.2 Vendor shall service units two (2) times per week or otherwise as specified.
- 3.3 Vendor shall provide service including the complete removal of tank contents/waste, cleaning and disinfecting the inside, to include but not limited to, the waste tank, urinal, walls, door, toilet seat, and floor, at no additional cost to City.
- 3.4 After waste has been removed from tank, Vendor shall recharge tank and deposit the necessary chemical for odor control and decomposition to keep unit sanitary.
- 3.5 Vendor shall provide two (2) full rolls of toilet tissue when servicing each unit at each location, at no additional cost to City.
- 3.6 Vendor shall provide a supervisor to perform spot checks a minimum of two (2) times per week, at no additional cost to City. A Biweekly report of sign-off service labels located in units shall be provided with the monthly bill to assure proper service has been done.
- 3.7 Vendor shall remove graffiti from rental unit when found, either during cleaning procedure, or within 24 hours after notification from the Contract Manager.
- 3.8 Vendor shall remove damaged or non-functional rental unit when found, either during cleaning procedure, or within 24 hours after notification from the Contract Manager.
- 3.9 Vendor shall provide service during the hours of 7:45 am to 5:00 pm, including weekends and holidays.
- 3.10 Vendor shall obtain prior written approval from Contract Manager on any change(s) of service during contract period not otherwise scheduled by PARD representative.

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3.11 Vendor shall be able and available to provide service year-round (365 days per year, with weekends and holidays included).

4.0 UNIT RELOCATION

4.1 Vendor shall relocate unit(s) within 24 hours after notification by Contract Manager or delegated equivalent.

4.2 Vendor shall be responsible for removing contents of unit and any equipment used during service from City property upon service completion.

5.0 UNIT REQUIREMENTS

5.1 Single seat capacity with one (1) urinal.

5.2 Tanks shall be fifty (50) - fifty-five (55) gallon capacity of fiberglass or non-porous plastic, water tight, and outside vented.

5.3 Toilet Seats will have a hinged cover and be manufactured of enameled wood or plastic.

5.4 Urinal will be manufactured from fiberglass or urethane with a discharge opening of 1 inch minimum inside diameter of rigid plastic or buyer approved equal and shall be water tight.

5.5 Unit Structure will be weatherproof, of plywood, fiberglass or metal, with durable rigid frame, well vented on skids for relocation by sliding so air goes through it and can be moved easily and does not sit on ground.

5.6 Doors will be self-closing, tight fitting, and shall have an inside lock. The exterior of the door shall include an occupancy meter to indicate when unit is occupied and unoccupied.

5.7 All units shall be equipped with toilet tissue dispenser for two (2) full rolls. Unit shall have a screened ventilation opening and have a cross-sectional area of at least one (1) square foot. Vent shall be screened with a minimum sixteen (16) mesh screen or buyer approved equivalent.

5.8 A chemical charge to ensure bacteriological and chemical safety and eliminate odors shall be applied to all units.

5.9 Units shall have the capacity and option to include hand-cleaning stations which include hand-sanitizer bottles or dispensers inside or outside of the unit, connected to, or detached from the unit, and stand-alone hand-washing stations with soap and water.

5.10 Handicapped Units shall have capacity for wheelchair to enter door and park wheelchair inside toilet compartment without obstructing patron's ability to reach handrails and toilet seat. Unit shall be equipped with handrails and ramps at no additional cost to the City. Dimensions of unit shall comply with City of Austin Uniform Building Codes as identified in Section 2.0 Applicable Specifications.

5.11 Service Truck servicing any City location shall be maintained in a clean, nuisance free, serviceable condition at all times. All bodies of servicing equipment, including holding tanks, shall be leak proof and fully enclosed. Service truck shall have separate storage tanks for holding effluent from serviced toilets and potable water for recharging units after cleaning.

5.12 If during the servicing of the unit, there is an accidental discharge of effluent (waste) or spillage, the Vendor shall notify the Contract Manager. Vendor will clean up discharge or spill and sanitize the affected area at no additional cost to the City. Cleanup and sanitation will be performed in accordance with TCEQ guidelines.

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6.0 ENVIRONMENTAL REQUIREMENTS

All units shall be Green Certified units including the following environmental requirements:

6.1 Holding Tank Deodorizer:

- 6.1.1 Formaldehyde free
- 6.1.2 Alcohol free
- 6.1.3 Non toxic

6.2 Cleaners and Solvents:

- 6.2.1 Non aerosol
- 6.2.2 Non flammable
- 6.2.3 No hazardous air pollutants
- 6.2.4 No toxic chemicals
- 6.2.5 Bio-degradable
- 6.2.6 Low aquatic toxicity
- 6.2.7 No Butyl, Glycol, or ethers

6.3 Paper Products:

- 6.3.1 100% Recycled
- 6.3.2 Chlorine free
- 6.3.3 Controlled dispensing systems

6.4 Gray Water Disposal:

- 6.4.1 Gray water is brought to a certified waste treatment center and recycled

7.0 MOBILIZATION

7.1 Standard Mobilization:

Contractor shall provide standard services including delivery, pickup, relocation, and unit service within 24 hours after notification by the City of Austin including weekends and holidays as required.

7.2 Emergency Mobilization:

Contractor shall provide emergency services including delivery, pickup, relocation, and unit service in Two (2) hour, Six (6) hour, and 12 (12) hours increments. Contractor shall be allowed an additional fee for emergency mobilization.

8.0 REPORTING

Contractor shall provide a bi-annual Activity Report tracking all contract activity. The report shall include the following information at a minimum:

- 8.1 Deliveries
- 8.2 Unit type
- 8.3 Relocations
- 8.4 Pickups
- 8.5 Emergency mobilizations
- 8.6 Services provided (over and above the requirements listed in Section 3 above (Service Requirements)).

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name _____

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____