

AGREEMENT FOR RENTAL AND SERVICING OF PORTABLE TOILETS

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Allied Portables, LLC, a Florida limited liability company, whose address is 3770 Veronica Shoemaker Blvd, Fort Myers, FL 33916, and whose federal tax identification number is 26-4556128, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase rental and servicing of portable toilets from the Vendor in connection with "Rental and Servicing of Portable Toilets - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B190369RJD on May 31, 2019 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on September 3, 2019; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 – 4 of the Scope of Work and Specifications of Solicitation No. B190369RJD, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a three (3) year period. There

may be an option to extend this Agreement upon mutual written agreement of both parties for three (3) additional one (1) year periods. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or

acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

- 1. Cancel the stop work order; or
- 2. Terminate the work covered by the order; or
- 3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

[The remainder of this page intentionally left blank.]

Vendor's Representative:

Name: Maria Adamson

Title: General Manager

Address: 3770 Veronica
Shoemaker Blvd
Fort Myers, FL
33916

Telephone: 239-334-7689

Facsimile: 239-334-0769

E-mail: maria@alliedportables.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of</u> <u>Procurement</u> <u>Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. County's Purchase Order
 3. Solicitation
 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Scott Brown

Print Name: SCOTT BROWN

ALLIED PORTABLES, LLC

Signed By: Connie Adamsen

Print Name: Connie Adamsen

Title: owner/president

Date: 9/13/19

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Brian Hamman
Brian Hamman, Acting Chair/Vice Chair

DATE: 11/12/19

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Melissa Butler
DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: Chuck Lira
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with qualified Vendor(s) to provide rental and servicing of portable toilets and handwashing stations, as required, on an "as-needed" basis.
- 1.2. The Vendor(s) shall supply and deliver portable toilets, ADA compliant portable toilets, and handwashing stations complete with setup, maintenance, and removal in accordance with the requirements specified hereinafter. All equipment and materials must conform to all applicable federal, state, and local standards.
- 1.3. Services under this Agreement shall be provided during standard times of need or in the event of a disaster, as requested.

2. PRICING

- 2.1. This is an annual Agreement, which is not for any specific project. Work will be authorized, scheduled, funded, and accounted for by issuance of a Purchase Order, by the requesting department, division, or other governmental entity.
- 2.2. The County shall be eligible for any additional discounts, specials, and/or promotions offered by the Vendor during the term of the contract should those discounts, specials, and/or promotions offer a lower cost to the County.
- 2.3. Vendor shall provide pricing for daily, weekly, and monthly rates for the items specified on the Bid Proposal form included in this solicitation.
 - 2.3.1. Pricing shall include delivery and pickup from any and all locations in Lee County as directed.
 - 2.3.1.1. Delivery and pickup shall be provided Monday through Friday with Saturday and/or Sunday service required for various locations and events. Hours of delivery and pickup service may vary and shall be coordinated between authorized County personnel and Vendor. Vendor shall be capable of providing delivery and/or pickup services outside of standard working hours, such as prior to 8:00AM and later than 5:00PM.
 - 2.3.1.2. Unit(s) shall be available for delivery within twenty-four (24) hours from notification.
 - 2.3.1.3. County departments may require emergency servicing of equipment requiring immediate response. At such time, the Vendor shall be required to furnish, remove, or service units as specified in no more than two (2) hours of request. Emergency services shall be available twenty-four (24) hours per day, seven (7) days a week, as required. Vendor(s) shall provide pricing for on Bid/Proposal Form relating to Emergency Call-Out request.
 - 2.3.2. Pricing shall include servicing of the unit at a minimum, once daily on the daily rental units; every Monday, Wednesday, and Friday on the weekly rentals, and twelve (12) service calls per month on the monthly rental units. In the event additional services are required by the user departments, these services shall be considered a separate charge from the usual rental rate charge and shall be so designated and billed.
 - 2.3.2.1. Servicing shall be defined as cleaning, sanitizing, deodorizing, pumping, and removal of waste in accordance with all state, federal, and local laws. Additionally, servicing shall include removal and disposal of human waste, removal and disposal of trash in and around the unit, repairing any damages, refilling with chemicals, stocking of toilet paper, water, hand cleaner, and other consumables where applicable.

- 2.3.2.1.1. All holding tanks for waste products from the lavatories of all units shall be completely emptied and thoroughly cleaned and disinfected with an approved disinfectant, which shall be used in sufficient quantities to provide odorless operation during usage.
- 2.3.2.1.2. Clean water storage tanks for lavatories shall be cleaned as necessary and filled to capacity.
- 2.3.2.1.3. Waste paper receptacles shall be emptied and cleaned.
- 2.3.2.1.4. The inside of all units shall be thoroughly washed, scrubbed, brushed, rinsed, and wiped dry. This operation shall include top and bottoms of seats and seat covers, all walls, floors, doors, tops of all tanks, all grab bars, and sinks if provided in the unit. No disinfectant, water or other liquids shall be left on any touchable surface.
- 2.3.2.1.5. The outside of the units shall be scrubbed or hosed down and wiped clean.
- 2.3.3. Pricing shall include supply of all consumables such as toilet paper, paper towel, soap, etc. as required and/or requested within rental units.

3. SPECIFICATIONS & VENDOR RESPONSIBILITIES

- 3.1. Standard chemical toilets shall be portable, self-contained, and made of molded fiberglass or heavy-duty plastic.
- 3.2. American with Disabilities Act (ADA) Compliant portable toilet units
 - 3.2.1 ADA compliant portable toilet units shall mean units designated accessible for use by persons with disabilities and shall be built in accordance with the current accessibility standards set forth in the ADA Accessibility Guidelines (ADAAG), Uniform Federal Accessibility Standards (UFAS), Fair Housing Act Design Manual, Florida Accessibility Code for Building Construction, and/or the 2010 ADA Accessibility Standards for Accessible Design, as applicable, in the following specifications. ADA compliant units shall meet all ADA requirements, implementing regulations, and guidelines, latest editions.
 - 3.2.2 ADA compliant units shall be marked with the international symbol of accessibility.
 - 3.2.3 Roof shall be provided with skylights.
 - 3.2.4 Doorway shall provide a minimum 32" clear width measured with the door open at right angles, and a minimum 80" height clear of any protruding objects such as an overhead door closer. The door shall be self-closing with, no more than 8.5 pounds of pressure, and shall be equipped with a lever latch and screened ventilation grille.
 - 3.2.5 Doors to units shall be provided with a working internal lock with a mechanism that can be operated with a closed fist and without pinching, grabbing, or twisting.
 - 3.2.6 ADA Compliant portable toilet units shall have a holding tank capacity of not less than 45 gallons. This requirement only applies to the accessible units with lavatories.
- 3.3. Handwashing Stations shall be a separate stand-alone sink. All handwashing stations shall include a waste receptacle with a lid for paper towel disposal.
- 3.4. All units shall be provided with urinals (except ADA compliant unit).
- 3.5. Standard portable toilets shall have a holding tank capacity of not less than twenty-four (24) gallons.
- 3.6. Waste receptacles shall be of non-absorbent, acid resistant non-corrosive, easily cleanable material, water tight, and shall be roof vented.

- 3.7. Floors and interior walls of the units shall have a non-absorbent finish and should be easily cleanable by Vendor.
- 3.8. All units shall be equipped with original equipment and/or manufacturer's replacement parts. Units with altered or rigged equipment will not be accepted.
- 3.9. All units shall be equipped with a working lock system, an occupied/vacant indicator, and a tissue paper holder that is firmly attached to the unit per manufacturer's specification. The seat cover shall be hinged and in working order. All other equipment shall be in working order.
- 3.10. All units shall be affixed with an identifying number, which will be for identification and location control. Additionally, all units shall have listed, in a conspicuous place, the name, address, and telephone number of the servicing company.
- 3.11. Vendor(s) shall provide portable toilet units that are clean, in excellent condition, free from defects, and without graffiti.
 - 3.11.1. All units shall be delivered with an adequate supply of full, unopened rolls of toilet paper and empty trash receptacles.
 - 3.11.2. If units contain soap dispensers, soap dispensers must be delivered full.
 - 3.11.3. If units contain towel dispensers, an adequate supply of full, unopened rolls of paper towel shall be provided.
 - 3.11.4. If units do not contain soap dispensers, units must contain hand sanitizer dispensers that are delivered full.
 - 3.11.5. Each unit shall be sufficiently ventilated to eliminate any odor.
 - 3.11.6. Seats or seat covers shall be stable and shall not be sprung to return to a lift position.
 - 3.11.7. Units shall have ventilating grilles properly screened and placed at sufficient height to assure privacy.
- 3.12. The Vendor(s) shall be responsible for securely placing all units in order to minimize chances of units being blown over or tipped when applicable. The Vendor(s) shall provide tie-down service at the County's request at no additional charge.
- 3.13. The Vendor(s) shall not engage in any digging, or below the surface anchoring without first coordinating such anchoring with the proper county authority and requesting applicable dig permits.
- 3.14. The Vendor(s) shall be responsible for righting blown over units or units tipped due to vandalism within twenty-four (24) hours of notification. However, in emergency circumstances, the Vendor(s) may be requested to provide immediate (within 2 hours) or after hours support if a unit is creating a hazard.
- 3.15. In the event of an impending natural disaster, the Vendor(s) shall take necessary precautions to remove units from County locations.
- 3.16. The County will not be responsible for damage to units which are not directly the result of the actions of County employees.
- 3.17. The Vendor(s) shall be responsible for any necessary cleanup, repair or replacement resulting from, but not limited to, any spills and/or turnovers.
- 3.18. The Vendor(s) shall be responsible for all theft, destruction, and/or vandalism of all portable toilets.

3.19. Vendor(s) shall make all repairs required to ensure the units are serviceable at all times. Minor repairs shall be made on site when possible. Any unit which cannot be repaired on site must be exchanged within twenty-four (24) hours.

3.20. The Vendor(s) shall replace a unit at any time, for any reason, if requested by the County.

4. DISPOSAL OF WASTE PRODUCTS

4.1. The Vendor(s) shall follow all requirements for the removal of contents of holding tanks and chemical toilets per the Florida Administration Code Chapter 64E-6, Sewage Disposal Facilities.

<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=64e-6>

4.2. The Vendor(s) must have obtained and provide a copy to the County upon request, prior to commencing required cleaning and removal of contents of holding tanks an operational permit from the Department of Health.

4.3. Disposal of contents of chemical toilets and holding tanks shall be disposed into a septic treatment and disposal facility approved by the Department of Health or into a treatment facility permitted by the Florida Department of Environmental Protection. If quaternary ammonium sanitizing and deodorizing compounds are used in the servicing of chemical toilets, wastes cannot be treated at lime stabilization facilities.

4.4. The following equipment is required for servicing portable toilets and holding tanks:

4.4.1. Servicing trucks shall have a dual compartment tank and be approved by the Department of Health.

4.4.2. One tank shall be for receiving and removing waste and be equipped with a suction hose having a cut-off valve not more than 36 inches from the intake end.

4.4.3. The second tank shall be used for clean water storage and shall have a capacity of at least equal to 10% of the waste tank or 100 gallons, whichever is greater. Water from the clean tank shall be provided under pressure.

4.4.4. The waste storage tank shall be maintained as necessary to prevent the creation of sanitary nuisance conditions.

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. BASIS OF AWARD

1.1. The basis of award shall be determined by the lowest Grand Total (*Total Bid Group 1, 2, 3, and 4*) of the most responsive, responsible, and qualified Vendor(s) meeting all bid specifications. Following the County's rights as described and reserved herein, multiple Vendors may be awarded Agreements under this solicitation. When awards are made to multiple Vendors the County reserves the right to assign a status of Primary, Secondary, and/or Tertiary as applicable. The Primary Vendor will be the first contact. If the Primary is unable to fulfil the need or meet the timeline required the Secondary, followed by the Tertiary, would be the next order of contact, as applicable. Additionally, the order of the award can be changed as a result of deficient or non-compliant performance. The County also reserves the right during the Agreement term to award the contract to the next ranking compliant bid if it is in the best interest of the County. For additional detailed information, see the "Basis of Award" section 25.3 of the General Terms and Conditions.

1.2. Vendor(s) are required to bid on all line items to be considered eligible for award. Failure to bid all line items will deem the Vendor as non-responsive.

2. TERM

2.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a three-year (3) period. There may be an option to extend this Agreement as specified in the Scope of Work or specifications upon the approval of both the County and the Vendor at the time of extension or renewal for three (3), additional one (1) year periods.

3. LOCAL VENDOR PREFERENCE EXCLUSION

3.1. Local Vendor Preference Ordinance has been waived for this solicitation and any and all references contained herein and non-applicable to this solicitation and subsequent Agreement and/or Purchase Order(s).

4. PROJECT FUNDING NOTICE

4.1. Work completed under this Agreement may be reimbursed by FEMA as a result of an emergency or disaster. The selected Vendor(s) agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package.

4.2. As a result of an emergency or disaster, Vendors are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.

5. ADDITION OF EQUIPMENT AND SERVICES

5.1. Although this solicitation and resultant contract identifies specific equipment and services to be provided, it is hereby agreed and understood that additional equipment and/or services may be added to this contract at the option of the County. The Vendor shall be invited to submit price quotes for the additional equipment and/or services. If the quotes are determined to be fair and reasonable, then the additional equipment and/or services shall be added to this contract by formal modification. If, in the sole opinion of the County, the price quotes are not fair and reasonable, the County has the right to obtain the requested equipment and/or services through a separate solicitation.

6. CONDUCT

6.1. Vendor agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with County employees and members of the public in a civil manner whenever conducting County business. All aspects of Vendor's performance, including complaints received from the public, may impact the County's decision to renew or terminate this Agreement in accordance with the provision contained here. Vendor shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

End of Special Conditions Section



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: July 8, 2019

Solicitation No.: B190369RJD

Solicitation Name: Rental and Servicing of Portable Toilets – Annual

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

I. OPEN DATE/BIDS DUE EXTENSION:

FROM: July 9, 2019 at 2:30 PM

TO: July 30, 2019 at 2:30 PM

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.



Jake Bond
Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

Rental and Servicing of Portable Toilets - Annual		
<i>Daily</i>		
Description	Unit	Unit Price
Standard Portable Toilet	EA	\$75.00
ADA Compliant Portable Toilet	EA	\$99.00
Handwashing Station with Waste Receptacle	EA	\$75.00
<i>Weekly</i>		
Description	Unit	Unit Price
Standard Portable Toilet	EA	\$75.00
ADA Compliant Portable Toilet	EA	\$99.00
Handwashing Station with Waste Receptacle	EA	\$75.00
<i>Monthly</i>		
Description	Unit	Unit Price
Standard Portable Toilet	EA	\$75.00
ADA Compliant Portable Toilet	EA	\$99.00
Handwashing Station with Waste Receptacle	EA	\$75.00
<i>Miscellaneous</i>		
Description	Unit	Unit Price
Additional Servicing of Unit	EA	\$20.00
Emergency Call-Out – Standard Portable Toilet	EA	\$100.00
Emergency Call-Out – ADA Compliant Portable Toilet	EA	\$150.00
Emergency Call-Out – Handwashing Station with Waste Receptacle	EA	\$100.00

EXHIBIT C INSURANCE REQUIREMENTS

VER 03/05/19

INSURANCE GUIDE



Lee County Insurance Requirements

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease - policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Revised 03/19/2018 - Page 1 of 2



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Revised 03/19/2018 – Page 2 of 2

End of Insurance Guide Section

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**


Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 09/13/2019

STATE OF FL
COUNTY OF LEE


Signature
PRESIDENT
Name/Title

On the date set forth above, the foregoing instrument was sworn to (or affirmed) and subscribed before me by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: _____

[Stamp/seal required]




Signature, Notary Public