

CITY CLERK ORIGINAL

C-7998
10/04/2007



This Request for Quotation awarded on October 4, 2007, between United Site Services of Arizona and the City of Glendale is made pursuant to the terms, conditions and specifications in Request for Quotation # 07-50, and in conformance with the City of Glendale Procurement Code.

The term of this Agreement shall be for an 18-month initial period with the option to extend, by agreement between the City and Contractor, for four more one-year periods thereafter for a maximum term of five and one-half years.

This Agreement does not constitute a commitment to purchase on the part of the City of Glendale.

Pricing structure to be as follows:

Short-Term Rental

Deluxe Restroom	\$65 per unit, per day	Restroom trailer (Advantage)	\$3100 per day
Portable Toilet (Flushable)	\$80 per unit, per day	Service on trailer	\$285 each pump
ADA Portable Toilet	\$90 per unit, per day	Delivery/Setup/Removal	\$500 per trailer
Portable Sink/Wash Station	\$70 per unit, per day	ADA wheel chair trailer	\$4200 per day
Service for the above	\$12.50 per unit, each occurrence		

Long-Term Rental

Portable Toilet, with a 2 times a-week service: \$80.00 per month.

This Agreement, including any exhibits and subordinate documents attached to or referenced in this Agreement, shall constitute the entire Agreement between the City of Glendale and Contractor with respect to the subject matter.

Insurance Certificates, if applicable, shall be returned with this signed Agreement. Please refer to pages 7-8 for insurance requirements. It is recommended that you forward those pages to your insurance company to ensure compliance with the City's requirements.

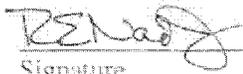
RFQ 07-50 Agreement cont.

No provision of this Agreement shall be deemed waived, amended or modified by any party hereto, unless such waiver, amendment or modification is in writing and signed by an authorized representative of each of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

CITY OF GLENDALE

Contractor: United Site Services of Arizona, Inc.

By: 
Signature
Raymond Nader
Print
Contract Analyst
Title
October 4, 2007
Date

By: 
Signature
Terence P. Mollarty
Print
Vice President
Title
10-5-07
Date



CITY OF GLENDALE
CONSENT TO ASSIGNMENT OF AGREEMENT
Agreement for Solicitation Number: RFQ 07-50

THIS AGREEMENT, made and entered into this 1st day of November 2010, by the City of Glendale, a municipal corporation of the State of Arizona hereinafter referred to as "City."

WHEREAS, the Materials Manager hereby consents to the assignment of the agreement for Solicitation Number RFQ 07-50 between the City and United Site Services, assignor, to Jackpot Sanitation Services, assignee.

of Arizona, Inc

Assignee agrees to be bound by all terms, conditions and specifications of said Agreement. By consenting to this assignment, the City does not release Assignor from its obligation under the Agreement, and Assignor shall remain liable to the City of any breach of the Agreement occurring during the period of this assignment.

In witness whereof, the parties hereto have executed this Agreement this 1st day of November 2010.

ASSIGNOR:
United Site Services *of Arizona, Inc.*
2401 South 15th Avenue
Phoenix, AZ 85007

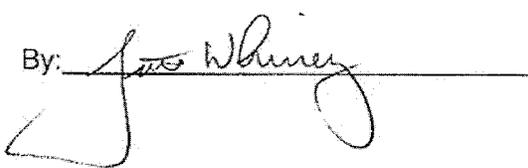
CITY OF GLENDALE:
William E. Brewer
Materials Manager

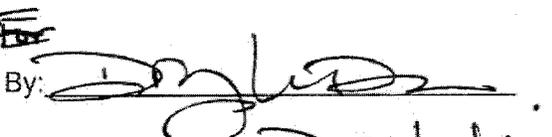
By: 
General Counsel / Secretary

By: 

ASSIGNEE:
Jackpot Sanitation Services
2401 South 15th Avenue
Phoenix, AZ 85007

~~For~~ City of Glendale, Contract Administrator
Heidi McCarthy

By: 

~~For~~ By: 
Dozy Ludwig



CITY OF GLENDALE

MATERIALS MANAGEMENT

REQUEST FOR QUOTATION

SOLICITATION NUMBER: 07-50
DESCRIPTION: Portable Restroom Rentals
BID DUE DATE AND TIME: AUGUST 21, 2007 AT 2:00 P.M. LOCAL TIME

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each bidder and the amount of the bid will be publicly read.

Bid Opening and Submittal Location: City of Glendale
Attn: Materials Management
6829 North 58th Drive, Suite 202
Glendale, Arizona 85301-2599

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Late offers will not be considered. Offers must be submitted in a sealed envelope with the Solicitation Number and the bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing an offer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding
General Terms and Conditions contact:
Ray Nader, CPPB
Contract Analyst
(623) 930-2866
rnader@glendaleaz.com

For questions regarding
Scope or Specifications contact:
Heidi McCarthy
Special Events Program Manager
(623) 930-3063

TABLE OF CONTENTS

CITY OF GLENDALE

Materials Management

Solicitation Number: 07-50

Portable Restroom Rentals

SECTION		PAGES
	Notice	1
	Table of Contents	2
1.0	SPECIFICATIONS	3-5
2.0	TERMS AND CONDITIONS	6-8
3.0	OFFER SHEET	9
4.0	PRICE SHEET	10

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 07-50
Portable Restroom Rentals

1.1 INTRODUCTION

- 1.1.1 The City of Glendale requests sealed bids for the rental of portable toilets and restroom trailers for use throughout the City.
- 1.1.2 The resulting agreement shall provide for the order, delivery, placement and removal of rental equipment as requested.
- 1.1.3 Currently, the Marketing department utilizes short-term rentals for various City-sponsored events. The Landfill department requires long-term rentals. Other City departments may utilize this contract as required.

1.2 GENERAL SPECIFICATIONS

- 1.2.1 The Contractor shall provide equipment rentals to be set up on City property within the corporate limits of Glendale as requested by the contract administrator or his designee.
- 1.2.2 The Contractor shall designate a single company representative as the contact person for all equipment requests. The designated representative shall advise the City on equipment availability, shall confirm each rental, and shall schedule setup and remove of all equipment ordered under this contract.
- 1.2.3 The Contractor shall identify a contact person with a day and evening telephone number for emergency communications resulting from severe weather, faulty equipment, and all problems associated with the rental. If a change in the company representative occurs, the Contractor shall immediately notify the contract administrator.
- 1.2.4 Contractor shall maintain ownership of the equipment.
- 1.2.5 The equipment shall meet or exceed all applicable health and safety standards.
- 1.2.6 The equipment will be subject to crowd traffic and must withstand heavy use.
- 1.2.7 Unit cost shall be a cost per day or month and include delivery, setup, supplies, and removal.

1.3 TECHNICAL SPECIFICATIONS

- 1.3.1 Units shall be constructed of modern materials that are extremely tough and resist cracking and breaking in extreme heat. Additionally, they shall be impact resistant and bend without breaking to minimize damage of handling and vandalism.

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 07-50
Portable Restroom Rentals

- 1.3.2 Design of the units shall be of modular design to facilitate on-site replacement of components and minimize maintenance or replacement down time.
- 1.3.3 User comfort, interior space shall be sufficient to facilitate tall people, older people and parents with children. The urinal and toilet seats are to be separated from one another as far as possible to provide maximum user comfort.
- 1.3.4 Odor free design, the receptacle tank shall be designed to control spillage, leakage and entrap odors. The unit's interior shall be vented sufficiently to assure that the unit is non-offensive.
- 1.3.5 Privacy is important and all units provided shall have interior latches and hardware of sufficient strength and design to assure complete user privacy. The sides, walls and doors shall be of sufficient stiffness, thickness and distortion-proof strength to assure complete user privacy.
- 1.3.6 Contractor shall immediately replace any units determined by the City to be of unsafe or unsatisfactory condition.
- 1.3.7 The City contract administrator shall decide all questions that may arise regarding quality and acceptability of any work performed under the contract.
- 1.3.8 Portable Toilets. Portable toilets shall be standard, flushable and fully stocked with appropriate supplies.
- 1.3.9 ADA approved Portable Toilets. These units shall be ADA-approved handicap units that can accommodate wheel chair access. These units shall offer assistance devices such as handrails and extra space wheel chair transfer.
- 1.3.10 Portable Sink/Wash Stations. Portable Wash Stations shall have fresh running water, soap dispenser and paper towels.
- 1.3.11 Restroom Trailers. At a minimum, restroom trailers shall contain:
- Private stalls
 - Flushing toilets
 - Sinks with hot and cold running water
 - Vanities with mirrors
 - Lighting
 - Heating and air conditioning
 - Soap and paper towel dispensers

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 07-50
Portable Restroom Rentals

- 1.3.12 Trailer units shall have a hitch, wheels and tires in good working condition.
- 1.3.13 Contractor shall provide a spare tire with each trailer unit.
- 1.3.14 Trailer units shall be equipped with safety chains as specified by Arizona state law.
- 1.3.15 ADA Wheel Chair Compliant Restroom Trailer. An ADA wheel chair compliant trailer shall contain at least one (1) ADA stall designed for disabled guests. These units shall offer assistance devices such as handrails and extra space wheel chair transfer.

1.4 MARKETING DEPARTMENT REQUESTS

- 1.4.1 For events lasting more than one day, Contractor shall service with clean chemicals and supplies. Contractor shall clean and deodorize the unit and restock supplies each morning. Cleaning schedule shall be established and approved by the contract administrator.
- 1.4.2 On the Price Page (Section 4.1), indicate the size of each unit, its recommended crowd capacity for its size, power and water requirements and the configuration (i.e., five stalls, four urinals, three sinks, etc.)
- 1.4.3 On the Price Page (Section 4.1), indicate the cost for pumping needs for multi-day events.

1.5 LANDFILL DEPARTMENT REQUESTS

- 1.5.1 The Landfill department requires monthly rental of portable toilets.
- 1.5.2 Because these rentals are on a long-term rental, all units shall be recharged at specific intervals with chemicals and toilet paper.
- 1.5.3 All units shall be serviced by pumping, cleaning and adding new chemicals and other supplies until the next servicing.
- 1.5.4 Units shall be serviced twice per week throughout the year.

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 07-50
Portable Restroom Rentals

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions, and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City of Glendale's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

2.2 RETURN OF OFFER *Two (2)* entire sets of the offer package shall be submitted, one containing all original documents and marked "original."

2.3 PREPARATION OF BID PACKAGE Only the following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.3.1 OFFER SHEET, Section Three

2.3.2 PRICE SHEET, Section Four

2.3.3 ADDENDUM, Return all addenda

2.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

2.5 PRICE All prices quoted shall be firm and fixed for the specified contract period.

2.6 FOB POINT Prices quoted shall be FOB destination to: CITY OF GLENDALE, ARIZONA.

2.6 TERM OF AGREEMENT The term of agreement for this Bid shall be for an 18-month initial period.

2.7 OPTION TO EXTEND The City may, at its option and with the approval of the contractor, extend the term of this agreement an additional four (4) year(s), renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-50
Portable Restroom Rentals

2.8 INSURANCE Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Works' Compensation, or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City of Glendale a copy of the policy or a certification by the insurance carrier, showing the contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an "BB" financial rating, or better, in the current edition of Standard & Poors Insurance Guide and be authorized by the State of Arizona, Department of Insurance to transact business within the State. **The certificate and policy shall name the City of Glendale as an additional insured and shall be primary coverage for the activity of the contractor.**

The City reserves the right to terminate any contractor agreement if the contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within 10 calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 6829 North 58th Drive, Suite 202, Glendale, Arizona 85301-2599.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation Contractor(s) Protective	Statutory
Bodily Injury Contractor(s) Protective	\$1,000,000 each occurrence
Property damage	\$500,000 each accident
Contractual Bodily Injury	\$500,000 aggregate
Contractual property damage	\$1,000,000 each occurrence
Contractual property damage	\$500,000 each accident
Automobile bodily injury & property damage	\$500,000 aggregate
	\$1,000,000 each occurrence

SECTION TWO
TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: 07-50
Portable Restroom Rentals

2.9 WORKER'S COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City of Glendale.

2.10 PROCUREMENT CARD ORDERING CAPABILITY It is the intent of the City of Glendale to utilize the City's Procurement Card (i.e. MasterCard/Visa/American Express), to place and make payment for orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

2.11 NOTICE OF INTENT TO AWARD Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City of Glendale's, Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the buyer immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

2.12 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>

**SECTION THREE
OFFER SHEET**

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-50
Portable Restroom Rentals

3.1 OFFER Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Authorized Signature	Company's Legal Name
Printed Name	Address
Title	City, State & Zip Code
Telephone Number	FAX Number
Authorized Signature E-mail Address	Company E-mail Address

For questions regarding this offer: (If different from above)

Contact Name	Phone Number	Fax Number
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Contact Email Address

FEDERAL TAXPAYER ID NUMBER: _____

Arizona Sales Tax No. _____ Tax Rate _____

Bidder certifies it is a: Proprietorship Partnership Corporation .

Minority or woman owned business: Yes No

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-50
Portable Restroom Rentals

Company Name: _____

4.1 PRICE

Item # 1 SHORT-TERM RENTAL

DESCRIPTION	UNIT PRICE per day
Portable toilet	\$ _____
ADA Portable toilet	\$ _____
Portable sink/wash station	\$ _____
Restroom trailer, please describe per Section 1.4.2:	\$ _____
Restroom trailer, please describe per Section 1.4.2:	\$ _____
Restroom trailer, please describe per Section 1.4.2:	\$ _____
Restroom trailer, please describe per Section 1.4.2:	\$ _____
ADA wheel chair compliant restroom trailer	\$ _____
Service, per Section 1.4	\$ _____

Item #2 LONG-TERM RENTALS

DESCRIPTION	UNIT PRICE per month
Portable toilet, with 2x a week service, per Section 1.5	\$ _____

4.2 DELIVERY Bidder states that any items ordered against the requirements contract during the contract period will be delivered within _____ calendar days after receipt of the order.

4.3 DISCOUNT/PAYMENT TERMS _____

Originals

SECTION THREE
OFFER SHEET

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-50
Portable Restroom Rentals

3.1 **OFFER** Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

<u>Terence Phourary</u> Authorized Signature	<u>United Site Services of Arizona, Inc.</u> Company's Legal Name	
<u>TERENCE P. MORARY</u> Printed Name	<u>2402 S. 16th Ave.</u> Address	
<u>VP, CFO</u> Title	<u>Phoenix, AZ 85007</u> City, State & Zip Code	
<u>480-833-4340</u> Telephone Number	<u>480-464-2373</u> FAX Number	
<u>debra@unitedsiteservices.com</u> Authorized Signature E-mail Address	<u>WWW.Unitedsiteservices.com</u> Company E-mail Address	

For questions regarding this offer: (If different from above)

<u>Lisa Guglielmi</u> Contact Name	<u>480-833-4340</u> Phone Number	<u>480-464-2373</u> Fax Number
<u>lisa.guglielmi@unitedsiteservices.com</u> Contact Email Address		

FEDERAL TAXPAYER ID NUMBER: 

Arizona Sales Tax No.  Tax Rate 0.1908

Bidder certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-50
Portable Restroom Rentals

Company Name: United Site Services of Arizona

4.1 PRICE

Item # 1 SHORT-TERM RENTAL

DESCRIPTION	UNIT PRICE per day
Deluxe Restroom 855	
Portable toilet - flushable	\$ <u>70</u>
ADA Portable toilet	\$ <u>80-</u>
Portable sink/wash station	\$ <u>60-</u>
Restroom trailer, please describe per Section 1.4.2: <u>See Attachment 1</u>	\$ <u>2800-</u>
Restroom trailer, please describe per Section 1.4.2: <u>trailer pump</u>	\$ <u>285-</u>
Restroom trailer, please describe per Section 1.4.2: <u>Delivery Setup/Removal</u>	\$ <u>500-</u>
Restroom trailer, please describe per Section 1.4.2:	\$ <u>N/A</u>
ADA wheel chair compliant restroom trailer	\$ <u>4200-</u>
<u>See Attachment 2 + 3</u> Service, per Section 1.4	\$ <u>12.50</u>

Item #2 LONG-TERM RENTALS

DESCRIPTION	UNIT PRICE per month
Portable toilet, with 2x a week service, per Section 1.5	\$ <u>70-</u>

4.2 DELIVERY Bidder states that any items ordered against the requirements contract during the contract period will be delivered within 1 calendar days after receipt of the order. Based on Availability trailers may take up to 3 days for delivery

4.3 DISCOUNT/PAYMENT TERMS Net 30 days

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

Solicitation Number: 07-50
Portable Restroom Rentals

Company Name: United Site Services of Arizona, Inc.

4.1 PRICE

Item #1 SHORT-TERM RENTAL

DESCRIPTION	UNIT PRICE per day
Deluxe Restroom \$65.00	
Portable toilet (flushable)	\$ <u>80.00</u>
ADA Portable toilet	\$ <u>90.00</u>
Portable sink/wash station	\$ <u>70.00</u>
Restroom trailer, please describe per Section 1.4.2: <i>See Attachment #1</i>	\$ <u>3100.00</u>
Restroom trailer, please describe per Section 1.4.2: <i>Service on trailer (each pump)</i>	\$ <u>285.00</u>
Restroom trailer, please describe per Section 1.4.2: <i>Delivery / setup and removal</i>	\$ <u>500.00</u> per trailer (one time charge)
Restroom trailer, please describe per Section 1.4.2:	\$ <u>N/A</u>
ADA wheel chair compliant restroom trailer <i>See Attachments # 2 & 3</i>	\$ <u>4200.00</u>
Service, per Section 1.4	\$ <u>12.50</u>

Item #2 LONG-TERM RENTALS

DESCRIPTION	UNIT PRICE per month
Portable toilet, with 2x a week service, per Section 1.5	\$ <u>80.00</u>

4.2 **DELIVERY** Bidder states that any items ordered against the requirements contract during the contract period will be delivered within 1 calendar days after receipt of the order. *Based on availability trailers may take up to 3 days for delivery.

4.3 **DISCOUNT/PAYMENT TERMS** Net 30 days