SUBJECT: PORT-O-LET AND HYGIENE STATION RENTALS

BID #: SC-0311-21

OPEN DATE: 02/17/2021

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – APRIL 15, 2021 THROUGH APRIL 14, 2022 WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PURCHASING DIVISION

BASIS OF AWARD: BY GROUP TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 7 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Subject solicitation was opened on 2/17/21. United Rentals (North America), Inc. dba Reliable Onsite Services made unauthorized changes to the insurance requirements and failed to return the Insurance Agent Acknowledgement Form. The supplier provided the Insurance Agent Acknowledgement Form upon request and agreed to rescind all the changes they made to the insurance requirements with one exception (removing the $5,000.00 Medical Expenses coverage). Risk Management has reviewed their bid submittal and agreed to waive the required medical coverage; therefore, request approval to waive Reliable OnSite Services' change to the insurance requirement as a minor irregularity.

The Procurement Division requests approval of award to Floaters Portable Sanitation, Inc. as the primary supplier for Groups 1 and 2 and to United Rentals (North America), Inc. dba Reliable Onsite Services as the secondary supplier for Groups 1 and 2 as the lowest responsive, responsible bidders.

Total estimated initial not-to-exceed expenditure amount will be:

- Floaters Portable Sanitation, Inc. – Group 1: $175,885.00
- Floaters Portable Sanitation, Inc. – Group 2: $44,825.00
- United Rentals (North America), Inc. dba Reliable Onsite Services – Group 1: $196,827.00
- United Rentals (North America), Inc. dba Reliable Onsite Services – Group 2: $52,900.00

Period of service will be from April 15, 2021 through April 14, 2022 with four (4) one (1) year renewal options.

Funding will be encumbered from various accounts and executed by Purchase Orders.

ATTACHMENTS: Recommendation Memo; Bid Tabulation; Risk Mgt. Review, Terms & Conditions; Specifications

ANALYST: _____ DAVID KLAGES

RESPECTFULLY SUBMITTED: _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: GREG PEASE, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

To: Gregory W. Pease, Division Chief, Procurement Division

From: David Klages, Purchasing Analyst DK

Date: March 1, 2021

Subject: SC-0311-21 Port-O-Let and Hygiene Station Rentals

Subject solicitation was opened on February 17, 2021. United Rentals (North America), Inc. dba Reliable Onsite Services made unauthorized changes to the insurance requirements and failed to return the Insurance Agent Acknowledgement Form. The supplier provided the Insurance Agent Acknowledgement Form upon request and agreed to rescind all the changes they made to the insurance requirements with one exception (removing the $5,000.00 Medical Expenses coverage). Risk Management has reviewed their bid submittal and agreed to waive the required medical coverage; therefore, request approval to waive Reliable OnSite Services' change to the insurance requirement as a minor irregularity.

The Procurement Division requests approval of award to Floaters Portable Sanitation, Inc. as the primary supplier for Groups 1 and 2 and to United Rentals (North America), Inc. dba Reliable Onsite Services at the secondary supplier for Groups 1 and 2 as the lowest responsive, responsible bidders.

Total estimated initial not-to-exceed expenditure amount will be:

- Floaters Portable Sanitation, Inc. – Group 1: $175,885.00
- Floaters Portable Sanitation, Inc. – Group 2: $44,825.00
- United Rentals (North America), Inc. dba Reliable Onsite Services – Group 1: $196,827.00
- United Rentals (North America), Inc. dba Reliable Onsite Services – Group 2: $52,900.00

Period of service will be from April 15, 2021 through April 14, 2022 with four (4) one (1) year renewal options.

Funding for this award shall be encumbered by various accounts and executed by Purchase Order(s).

Thank you for your assistance and consideration in this matter.

CC: Dustin Freeman
Manager of Purchasing Services
Procurement Division

BID TABULATION
SUMMARY

Title:	Port-O-Let and Hygiene Station Rentals	**Floaters Portable Sanitation, Inc.**	**United Rentals (North America), Inc. dba Reliable Onsite Services**	**United Site Services of Florida, LLC**
Bid No:	SC-0311-21			
Open Date:	February 17, 2021			
Analyst:	David Klages			
No. Invited:	(7) **No. Received:** (3) **Other:** (0)			
Recorded By:	John Hernandez			
Description				
TOTAL BASE BID - GROUP 1:		**$175,885.00**	**$196,827.00**	**$257,012.50**
TOTAL BASE BID - GROUP 2:		**$44,825.00**	**$52,900.00**	**$97,175.50**
Terms:		No discount	No discount	Not stated
Delivery:		2 Business Days	1 Business Day	1 Business Day
Signed Bid Form:		Yes	Yes	Yes
Bid Proposal Form:		Yes	Yes	Yes
Insurance Agent Acknowledgement Form:		Yes	No	Yes
Conflict of Interest Certificate:		Yes	Yes	Yes
Addenda 1 & 2:		Yes	Yes	Yes

BID TABULATION
GROUP 1

Title:	Port-O-Let and Hygiene Station Rentals
Bid No:	SC-0311-21
Open Date:	February 17, 2021
Analyst:	David Klages
No. Invited:	(7) **No. Received:** (3) **Other:** (0)
Recorded By:	John Hernandez

Item #	Description	Unit of Measure	Est. Annual Quantity	Floaters Portable Sanitation, Inc.		United Rentals (North America), Inc. dba Reliable Onsite Services		United Site Services of Florida, LLC	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Port-O-Let Standard Unit (Daily Rental)	Daily Rental Price	150	$35.00	$5,250.00	$47.50	$7,125.00	$18.75	$2,812.50
2	Port-O-Let Standard Unit (Weekly Rental)	Weekly Rental Price	200	$70.00	$14,000.00	$57.50	$11,500.00	$49.50	$9,900.00
3	Port-O-Let Standard Unit (Monthly Rental)	Monthly Rental Price	600	$70.00	$42,000.00	$67.50	$40,500.00	$90.00	$54,000.00
4	Port-O-Let Handicapped Unit (Daily Rental)	Daily Rental Price	50	$55.00	$2,750.00	$57.50	$2,875.00	$31.50	$1,575.00
5	Port-O-Let Handicapped Unit (Weekly Rental)	Weekly Rental Price	75	$75.00	$5,625.00	$64.00	$4,800.00	$79.00	$5,925.00
6	Port-O-Let Handicapped Unit (Monthly Rental)	Monthly Rental Price	400	$90.00	$36,000.00	$85.50	$34,200.00	$159.00	$63,600.00
7	Port-O-Let Handicapped Unit with A/C (Daily Rental)	Daily Rental Price	1	$125.00	$125.00	$75.00	$75.00	$50.50	$50.50
8	Port-O-Let Handicapped Unit with A/C (Weekly Rental)	Weekly Rental Price	10	$125.00	$1,250.00	$90.00	$900.00	$133.00	$1,330.00
9	Port-O-Let Handicapped Unit with A/C (Monthly Rental)	Monthly Rental Price	1	$125.00	$125.00	$140.00	$140.00	$250.00	$250.00
10	Port-O-Let Flushable Unit with Sink Inside (Daily Rental)	Daily Rental Price	1	$125.00	$125.00	$60.00	$60.00	$24.50	$24.50
11	Port-O-Let Flushable Unit with Sink Inside (Weekly Rental)	Weekly Rental Price	1	$125.00	$125.00	$75.00	$75.00	$57.50	$57.50
12	Port-O-Let Flushable Unit with Sink Inside (Monthly Rental)	Monthly Rental Price	60	$125.00	$7,500.00	$125.00	$7,500.00	$135.00	$8,100.00
13	Additional Standard Service for Port-O-Let Units	Each	800	$12.50	$10,000.00	$14.50	$11,600.00	$12.50	$10,000.00
14	Holding Tank (Daily Rental) - 300 Gallon Minimum	Daily Rental Price	10	$100.00	$1,000.00	$150.00	$1,500.00	$105.00	$1,050.00
15	Holding Tank (Weekly Rental) - 300 Gallon Minimum	Weekly Rental Price	40	$100.00	$4,000.00	$195.00	$7,800.00	$264.00	$10,560.00
16	Holding Tank (Monthly Rental) - 300 Gallon Minimum	Monthly Rental Price	1	$200.00	$200.00	$275.00	$275.00	$500.00	$500.00
17	Additional Standard Service for Holding Tanks	Each	20	$50.00	$1,000.00	$73.50	$1,470.00	$225.00	$4,500.00
18	Fresh Water Tank (Daily Rental) - 250 Gallon Minimum	Daily Rental Price	10	$100.00	$1,000.00	$95.00	$950.00	$125.00	$1,250.00
19	Fresh Water Tank (Weekly Rental) - 250 Gallon Minimum	Weekly Rental Price	15	$175.00	$2,625.00	$175.00	$2,625.00	$330.00	$4,950.00
20	Fresh Water Tank (Monthly Rental) - 250 Gallon Minimum	Monthly Rental Price	1	$225.00	$225.00	$300.00	$300.00	$500.00	$500.00
21	Additional Standard Service for Fresh Water Tanks	Each	10	$50.00	$500.00	$100.00	$1,000.00	$225.00	$2,250.00
22	Handwash Station (Daily Rental)	Daily Rental Price	75	$48.00	$3,600.00	$75.00	$5,625.00	$38.50	$2,887.50
23	Handwash Station (Weekly Rental)	Weekly Rental Price	100	$75.00	$7,500.00	$90.00	$9,000.00	$79.00	$7,900.00
24	Handwash Station (Monthly Rental)	Monthly Rental Price	120	$100.00	$12,000.00	$100.00	$12,000.00	$151.00	$18,120.00
25	Additional Standard Service for Handwash Stations	Each	600	$15.50	$9,300.00	$35.00	$21,000.00	$14.50	$8,700.00
26	Hand Sanitizer Stations (Daily Rental)	Daily Rental Price	75	$25.00	$1,875.00	$39.00	$2,925.00	$80.00	$6,000.00
27	Hand Sanitizer Stations (Weekly Rental)	Weekly Rental Price	100	$25.00	$2,500.00	$47.00	$4,700.00	$211.00	$21,100.00
28	Hand Sanitizer Stations (Monthly Rental)	Monthly Rental Price	1	$60.00	$60.00	$57.00	$57.00	$320.00	$320.00
29	Additional Hand Sanitizer Station Fill-Up (Regular Hours)	Each	100	$10.00	$1,000.00	$10.00	$1,000.00	$50.00	$5,000.00
30	Additional cost for any services performed during O.T. and/or Holiday Hours	Each	100	$25.00	$2,500.00	$30.00	$3,000.00	$35.00	$3,500.00
31	Emergency Call Out Fee	Each	1	$125.00	$125.00	$250.00	$250.00	$300.00	$300.00
			TOTAL BASE BID (Line Items 1 - 31):	**$175,885.00**		**$196,827.00**		**$257,012.50**	

BID TABULATION
GROUP 2

Title:	Port-O-Let and Hygiene Station Rentals
Bid No:	SC-0311-21
Open Date:	February 17, 2021
Analyst:	David Klages
No. Invited:	(7) **No. Received:** ( ) **Other:** ( )
Recorded By:	

Item #	Description	Unit of Measure	Est. Annual Quantity	Floaters Portable Sanitation, Inc. Unit Price	Floaters Portable Sanitation, Inc. Extended Price	United Rentals (North America), Inc. dba Reliable Onsite Services Unit Price	United Rentals (North America), Inc. dba Reliable Onsite Services Extended Price	United Site Services of Florida, LLC Unit Price	United Site Services of Florida, LLC Extended Price
1	Crowd Pleaser Standard Unit (Daily Rental)	Daily Rental Price	1	$750.00	$750.00	$1,200.00	$1,200.00	$1,025.50	$1,025.50
2	Crowd Pleaser Standard Unit (Weekly Rental)	Weekly Rental Price	6	$950.00	$5,700.00	$1,595.00	$9,570.00	$3,100.00	$18,600.00
3	Crowd Pleaser Standard Unit (Monthly Rental)	Monthly Rental Price	1	$1,250.00	$1,250.00	$4,250.00	$4,250.00	$6,450.00	$6,450.00
4	Crowd Pleaser Large Unit (Daily Rental)	Daily Rental Price	1	$950.00	$950.00	$1,300.00	$1,300.00	$1,700.00	$1,700.00
5	Crowd Pleaser Large Unit (Weekly Rental)	Weekly Rental Price	6	$1,250.00	$7,500.00	$1,700.00	$10,200.00	$3,850.00	$23,100.00
6	Crowd Pleaser Large Unit (Monthly Rental)	Monthly Rental Price	1	$1,650.00	$1,650.00	$4,750.00	$4,750.00	$7,450.00	$7,450.00
7	Crowd Pleaser Handicapped Unit (Daily Rental)	Daily Rental Price	1	$1,650.00	$1,650.00	$1,200.00	$1,200.00	$1,700.00	$1,700.00
8	Crowd Pleaser Handicapped Unit (Weekly Rental)	Weekly Rental Price	4	$1,650.00	$6,600.00	$1,595.00	$6,380.00	$4,300.00	$17,200.00
9	Crowd Pleaser Handicapped Unit (Monthly Rental)	Monthly Rental Price	1	$2,400.00	$2,400.00	$4,250.00	$4,250.00	$7,550.00	$7,550.00
10	Additional Standard Service for Crowd Pleaser Units	Each	10	$75.00	$750.00	$275.00	$2,750.00	$250.00	$2,500.00
11	Additional cost for any services performed during O.T. and/or Holiday Hours	Each	60	$50.00	$3,000.00	$30.00	$1,800.00	$35.00	$2,100.00
12	Attendant for Crowd Pleaser Units	Hour	250	$50.00	$12,500.00	$20.00	$5,000.00	$30.00	$7,500.00
13	Emergency Call Out Fee	Each	1	$125.00	$125.00	$250.00	$250.00	$300.00	$300.00
			TOTAL BASE BID (Line Items 1 - 13):	**$44,825.00**		**$52,900.00**		**$97,175.50**	

Klages, David

From: Verdejo Magras, Wanda on behalf of RiskReview
Sent: Monday, February 22, 2021 8:22 AM
To: Klages, David
Subject: RE: Bid Submittal for SC-0311-21 Port-O-Let and Hygiene Station Rentals

Greetings,

Thank you for allowing Risk Management an opportunity to review your request.

Risk is ok with omitting "$5,000.00 Medical Expenses coverage" from the General Liability potion as long as the following coverages and provisions are submitted.

Coverages:

Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident $ 100,000 Disease Policy Limit $ 100,000 Each Employee/Disease
Commercial General Liability	$2,000,000 General Aggregate $2,000,000 Products & Comp.Ops. Agg. $1,000,000 Personal/Advertising Injury $1,000,000 Each Occurrence $ 50,000 Fire Damage
Automobile Liability	$1,000,000 Combined Single Limit
Pollution Legal Liability & Pollution Liability	$1,000,000 per Loss $2,000,000 Annual Aggregate

Provisions:

- The City of Jacksonville its members, officials, officers, employees and agents are named as Additional Insured with regard to General Liability, Auto Liability and Pollution Lia / Pollution Legal Lia..
- Coverages are Primary & Non-Contributory.
- Waiver of subrogation in favor of The City of Jacksonville its members, officials, officers, employees and agents applies to General Liability, Pollution Lia / Pollution Legal Lia., Auto Liability, and Workers Compensation.
- 30 day notice of cancellation to The City of Jacksonville applies all policies.

This will conclude Risk Management review.

Any further questions please feel free to contact me.

Email : wverdejo@coj.net & riskreview@coj.net

Cordially,

Wanda Verdejo
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314
New Cell : 904-489-5495

ONE CITY. ONE JACKSONVILLE

This e-mail transmission and/or attachment(s) is confidential and the contents are intended only for the recipient(s) named. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any review, discussion, dissemination, distribution, or copying of this transmission (including any attachments) is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system. Improper disclosure of the information in this communication can result in fines and penalties under Federal, State and Local Law.

From: Klages, David
Sent: Friday, February 19, 2021 4:04 PM
To: RiskReview
Subject: FW: Bid Submittal for SC-0311-21 Port-O-Let and Hygiene Station Rentals

Good afternoon Wanda. We received a bid submittal from United Rentals dba Reliable Onsite Services for **SC-0311-21 Port-O-Let and Hygiene Station Rentals**. In their submittal they made unauthorized changes to the insurance requirements and failed to return the Insurance Agent Acknowledgement Form. They have provided the Insurance Agent Acknowledgement Form upon request and agreed to rescind all the changes they made to the insurance requirements with one exception. Would you please review the insurance requirements in the solicitation and let me know if you are willing to waive the requirement of $5,000.00 Medical Expenses coverage?

If you have any questions, please feel free to call.

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville, Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

CITY OF JACKSONVILLE

From: Brett Adams <badams2@ur.com>
Sent: Friday, February 19, 2021 3:13 PM
To: Klages, David <DKlages@coj.net>
Cc: Michael Gilbert <mgilbert1@ur.com>; Brett Adams <badams2@ur.com>
Subject: RE: Bid Submittal for SC-0311-21 Port-O-Let and Hygiene Station Rentals

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

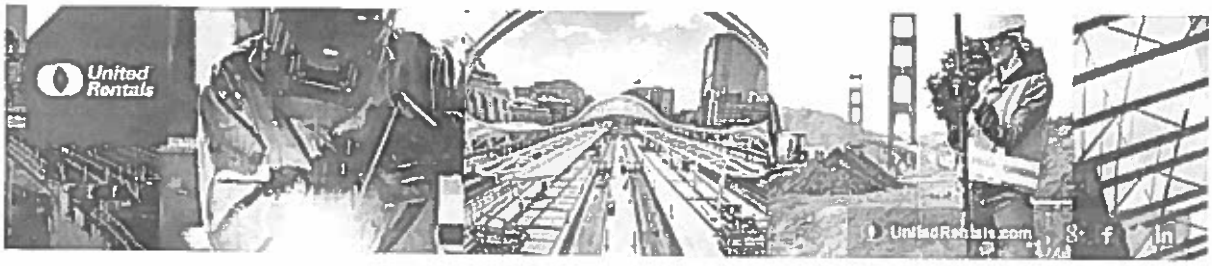
Thank you David. We forwarded the request along to our insurance team for review. The only change they are not able to accommodate is rescinding the requirement for $5,000.00 of Medical Expenses coverage. Attached is the Insurance Agent Acknowledgement Form as requested.

Brett

Brett Adams | Branch Manager - 34D
United Rentals | Reliable Onsite Services
2619 Rolac Rd.
Jacksonville, FL 32207

+1 904-226-0177 | badams2@ur.com

Reliable
Onsite Services
Portable Restrooms | Restroom Trailers| Temporary Fence | Shower Trailers | Laundry Trailers
#
Are we doing a good job? If so, Please Leave Us a Google Review Here!
#
#
Open a United Rentals credit account today at https://apply.ur.com/apply



From: Klages, David [mailto:DKlages@coj.net]
Sent: Friday, February 19, 2021 1:34 PM
To: Michael Gilbert; Brett Adams
Subject: [EXTERNAL]Bid Submittal for SC-0311-21 Port-O-Let and Hygiene Station Rentals

Good afternoon Mike/Brett. Attached is your bid submittal for **SC-0311-21 Port-O-Let and Hygiene Station Rentals.** Would you be willing to rescind the changes you made to the insurance requirements and return a signed copy of the Insurance Agent Acknowledgement Form?

If you have any questions, please feel free to call.

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville, Procurement Division
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: (904) 255 – 8813
Email: dklages@coj.net

CITY OF JACKSONVILLE

TERMS AND CONDITIONS
PORT-O-LET AND HYGIENE STATION RENTALS

1. SCOPE

This is a collaborative solicitation between the City of Jacksonville (City or COJ) and the Jacksonville Port Authority (JAXPORT). Any references to the City of Jacksonville (or to the City of Jacksonville and its agencies) throughout the bid document shall apply to both the City of Jacksonville and JAXPORT unless stated otherwise.

The City of Jacksonville's Procurement Division is currently accepting bids to obtain a source of supply for the item(s) / service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s) / service(s) and to obtain pricing commitments for **Port-O-Let and Hygiene Station Rentals** as listed in the bid documents.

2. AWARD

Award will be **BY GROUP** to the lowest responsive, responsible bidder(s). Bidders may bid on both groups or only one of the two groups if they so desire. **Bidders must bid on all items in the group to be considered for award of that group.** The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

The basis of award for this bid shall be a primary and a secondary supplier, based on the total extended pricing per the estimated quantities listed herein. The secondary supplier will only be issued a purchase order if the primary supplier is not able to meet the City requirements at the time of the event.

3. TERM OF AGREEMENT

The term of this agreement will be from April 15, 2021 through April 14, 2022 with four (4) one (1) year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and condition set forth in the bid documents.

4. MINIMUM REQUIREMENTS

Bidders should submit or comply with the following requirements; failure to submit any of these requirements may be grounds for rejection:

a. Bidders shall provide proof of applicable local business license if located within Duval County.

b. Bidders are required to submit a listing of full or partial inventory showing capability to meet the estimated quantities listed on the Bid Proposal Form.

c. Bidders are required to submit photos (or a link to photos) of the inside and outside of all port-o-let and crowd pleaser units.

5. NON-MANDATORY PRE-BID CONFERENCE

A Non-Mandatory Pre-Bid Conference is scheduled for February 3, 2021 at 11:00 a.m.. The meeting will take place remotely via Zoom remote meeting application. Although the meeting is not mandatory, bidders are strongly encouraged to attend. The log in information is as follows:

Join Zoom Meeting
https://us02web.zoom.us/j/89746592499?pwd=YW9wZHJONnZsRlZwYmVRY2V5bE56dz09

Meeting ID: 897 4659 2499
Passcode: 327558

One tap mobile
+13017158592,,89746592499#,,,,*327558# US (Washington D.C.)
+13126266799,,89746592499#,,,,*327558# US (Chicago)

Dial by your location
+1 301 715 8592 US (Washington D.C.)
+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)

Find your local number: https://us02web.zoom.us/u/kIwahofXn

6. **STATE CONTRACTS**
The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. **QUANTITIES**
Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more or less than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. The City reserves the right to add or delete items during the contract period. The City will order on an as needed basis.

8. **DELIVERY**
Delivery will be made to various locations throughout the City of Jacksonville and surrounding areas. **The supplier must be prepared to provide delivery within twenty-four (24) hours of the City placing an order. Suppliers must be prepared to provide delivery of additional items on the same day if required by the City. Failure to comply with this requirement may result in rejection of the bid.**

A packing list shall accompany all shipments, which shall indicate, at a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

9. **ESCALATION/DE-ESCALATION**
All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any price increase request and/or to limit price increase requests to 2%.

10. **PRICES**
All unit prices shall include **freight, delivery, and handling charges** to the delivery location as outlined in the bid documents.

Prices shall include the item and all related parts and accessories for the operation of the equipment. All unit prices shall include freight, delivery, setup and pick-up to and from various destinations as a need is indicated. The City of Jacksonville reserves the right to make use of this contract for other agencies and locations as requirements are identified.

11. **PICK UP AND RETURNS**
The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City of Jacksonville or its agencies will determine compliance with bid specifications. Pick up and returns will be made within forty-eight (48) hours of notification at no charge to the City or its agencies.

12. **COMPLIANCE WITH SPECIFICATIONS**
The bidder, by affixing their signature to the Bid Form submitted, agrees to provide item(s) / service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include the purchase order number, solicitation or contract number, item number and description, address/location of service, date of service, quantity ordered and delivered, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. Special or early payments will not be authorized.

All City of Jacksonville original invoices shall be emailed to COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE**: inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.
All JAXPORT invoices shall be emailed to accounts.payable@jaxport.com or the original invoice and one (1) copy can be mailed to Jacksonville Port Authority, Attn: Accounts Payable, P.O. Box 3005, Jacksonville, FL 32206-3496.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville or the Jacksonville Port Authority (see EXHIBIT D for JAXPORT'S insurance requirements) as an additional insured. Bid number should be listed on certificate.

15. REPORTING

The City may request, during the term of this bid, reports including but not limited to, usage, pricing, and delivery. Suppliers will be required to provide reports in hard copy and electronic format as requested.

16. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email, any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

17. SUPPLIER EMPLOYEE TRAINING AND QUALITY

The supplier's employees/labor and sub-suppliers shall be in uniforms, well-groomed, and professional while conducting services. The supplier's employees/labor and sub-suppliers must be able to speak English. The supplier's employees/labor and sub-suppliers may not consume alcohol or tobacco while onsite working or representing an event. Shoes must be closed-toe, closed-heal, and non-slip. The supplier must provide formal training to employees/labor and sub-suppliers.

18. SUB-SUPPLIERS

If the supplier proposes to use sub-suppliers to provide services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any sub-supplier candidate in its best interest and to require the supplier to replace the sub-supplier(s) with one that meets City approval. The supplier shall ensure that all sub-suppliers perform in accordance with the terms and conditions of this contract. The supplier shall be fully responsible for the sub-supplier's performance and is liable for any/all of the sub-supplier's non-performance, acts, and omissions.

19. MEDIA

In an effort to convey accurate information to the public, the supplier, the supplier's employees/labor, and sub-suppliers must refer all media inquiries for City of Jacksonville events to the City of Jacksonville Office of Special Events and may not comment on any aspect of the event. News releases, publicity releases, advertisements, promotions, and/or the use of the City logo or City Event Logos relating to this contract, or the tasks and projects associated with the event, shall not be made or published without prior approval in writing from the City of Jacksonville.

SPECIFICATIONS
PORT-O-LET AND HYGIENE STATION RENTALS

All questions or discrepancies regarding the bid documents or the bidding process must be submitted in writing to David Klages, Purchasing Analyst, at dklages@coj.net by the date and time specified on the Bid Form. During the bidding process please contact only David Klages.

The contact person for the Jacksonville Port Authority (after the solicitation process has ended) is Jerrie Gunder, Contract Specialist, phone number (904) 357-3455, email jerrie.gunder@jaxport.com.

Please be sure to submit all the items listed in the Required Submittals Checklist in the Table of Contents. Failure to do so may result in rejection of the bid submittal.

Please refer to *Exhibit D - JAXPORT Insurance Requirements*, *Exhibit E - JAXPORT Security Implementation Procedure*, and *Exhibit F - JAXPORT Rental Locations* herein for information pertaining only to the Jacksonville Port Authority.

The estimated annual quantities listed in the Bid Proposal Form are a combination of quantities from the City of Jacksonville and JAXPORT. These are estimates only and do not guarantee the number of units to be rented or the duration of the rentals (refer Terms and Conditions, *Item 7 – Quantities* for details).

REQUIREMENTS:

1. All units must be constructed to meet applicable health regulations.

2. The units must be clean, free from dents, scratches, graffiti and other aesthetic attributes.

3. Rental prices include delivery, pick-up, Standard Service, and if applicable, relocation of the unit, during Regular Hours (see Item 11 - Hours).

4. Standard Service (as applicable to the unit) is defined as:
   - the pump-out and lawful disposal of waste
   - the removal and lawful disposal of trash/debris left in the unit
   - cleaning/sanitizing/deodorizing
   - the stocking of essentials (toilet tissue, deodorizer, soap, paper towels)
   - filling the tank (fresh water)
   - performed during Regular Hours (see Item 11 - Hours)

5. Port-O-Lets, holding tanks, freshwater tanks, handwash stations and hand sanitizer stations must be no more than three (3) years in age. Crowd Pleaser Units must be no more than six (6) years in age.

6. Each unit must have a toilet paper dispenser installed and toilet paper must be furnished on the dispenser at the time of delivery. Each setup shall consist of a full, unused roll, and at a minimum, two (2) backup rolls.

7. Each Port-O-Let and/or Crowd Pleaser Unit stall must have a working latch installed on the inside of the unit/stall.

8. Crowd Pleaser Units (Standard and Large) shall consist of the following:
   - Rental of Elite Flushable Trailer Unit or a Comparable Unit (specify on the Bid Proposal Form).
   - Standard Units shall have at least six (6) stalls and two (2) sinks within the unit.
   - Large Units shall have at least ten (10) stalls and four (4) sinks within the unit.
   - Amenities include A/C and/or heat (depending on the weather) and lights.

9. Crowd Pleaser Units (Handicapped) shall consist of the following:
    - Must be ADA compliant.
    - Rental of Elite Flushable Trailer Unit or a Comparable Unit (specify on the Bid Proposal Form).
    - Units shall have at least one (1) stall and one (1) sink within the unit.
    - Amenities include A/C and/or heat (depending on the weather) and lights.

10. Hand Sanitizer Stations must include a stand and be capable of holding a minimum of one (1) liter of liquid or gel sanitizer.

11. Hours:
    - Regular Hours are defined as Monday – Saturday, 7:00 a.m. – 8:00 p.m.
    - Overtime Hours are defined as Monday – Saturday, 8:01 p.m. – 6:59 a.m., and Sundays
    - Holiday Hours are defined as City of Jacksonville and/or JAXPORT observed holidays:
        - New Year's Day
        - Martin Luther King, Jr. Day
        - Presidents' Day
        - Memorial Day
        - Independence Day
        - Labor Day
        - Veterans' Day
        - Thanksgiving Day
        - Day after Thanksgiving
        - Christmas Eve
        - Christmas Day

    Note: Police Memorial Day is not included as a City of Jacksonville or JAXPORT holiday.

12. Daily Rentals: Units on site from 7:00 a.m. – 6:59 a.m. the following day. Units must be delivered having already received Standard Service. The City may request additional Standard Service as needed. Additional Standard Service will be charged at the price offered on the Bid Proposal Form and may include weekends and/or holidays.

13. Weekly Rentals (up to 7 days): Units on site for two (2) to four (4) days shall receive Standard Service one (1) time at no charge to the City. Units on site for five (5) to seven (7) days shall receive Standard Service two (2) times at no charge to the City. The City and the supplier will mutually agree upon a service schedule prior to delivery. The City may request additional Standard Service as needed. Additional Standard Service will be charged at the price offered on the Bid Proposal Form and may include weekends and/or holidays

14. Monthly Rentals (28 – 31 days): Units on site on a monthly basis shall receive Standard Service two (2) times per week (eight times total) at no charge to the City. The City and the supplier will mutually agree upon a service schedule prior to delivery. The City may request additional Standard Service as needed. Additional Standard Service will be charged at the price offered on the Bid Proposal Form and may include weekends and/or holidays.

15. Units shall be moved from location to location by the supplier, if requested by the City, on the regular service day.

16. Projects may vary from one (1) day to several months and will be predominately in built-up areas. The supplier will be notified of locations.

17. The City of Jacksonville agrees to be responsible only for units totally destroyed as a result of negligence on the part of the user activity. Vandalism is considered to be normal wear and tear and the City will not be held accountable for damaged units.

On the form provided herein, the bidder is to state their replacement cost to the City for units damaged beyond repair. This is for informational purposes only and will not be considered in the award of the solicitation. Provide a replacement cost for each item on the form.

18. All units must be removed from the site by the designated time established and communicated by the City. The City will not be responsible for units on site past the designated pick-up date and time. Payment for rental units and the City's responsibility for damage ends at 5:00 p.m. on the day of scheduled pick-up.

19. Every two (2) weeks the supplier shall furnish to the City agency renting equipment, a report stating the number of units in service and their location(s). The City representative's contact information will be provided.

20. All units must be delivered to the site by the designated date and time established and communicated by the City.

21. Prior to the initial delivery of a unit, the supplier will receive a detailed site map from the City indicating delivery location (that will not interfere with the public) and/or report to the City representative at the site for a suitable location. If no site map is received and the City representative is not available, the driver will use his/her own good judgment in the delivery location.

22. Emergency requests must be delivered with two (2) hours of notification if notification is given before 12:00 noon. If notification is given after 12:00 noon, delivery is required by 8:00 a.m. the following day. Emergency requests will be charged at the price offered on the Bid Proposal Form (i.e., no increase for emergency requests) and may include weekends and/or holidays.

23. The Oceanfront Parks (Hanna, Huguenot, and Alimacini) require the following units and service schedules:
    a) **Kathryn Abbey Hanna Park:** Six (6) Port-O-Let Handicapped Units. Each unit shall receive Standard Service twice a week (Mondays and Fridays), all year round, at no charge to the City. The City may request additional Standard Service as needed. Additional Standard Service will be charged at the price offered on the Bid Proposal Form and may include weekends and/or holidays.
    b) **Huguenot Memorial Park:** Three (3) Port-O-Let Standard Units and two (2) Port-O-Let Handicapped Units. Each unit shall receive Standard Service twice a week (Mondays and Fridays), all year round, at no charge to the City. The City may request additional Standard Service as needed. Additional Standard Service will be charged at the price offered on the Bid Proposal Form and may include weekends and/or holidays.
    c) **Alimacini Park:** One (1) Port-O-Let Handicapped Unit. The unit shall receive Standard Service twice a week (Mondays and Fridays), all year round, at no charge to the City. The City may request additional Standard Service as needed. Additional Standard Service will be charged at the price offered on the Bid Proposal Form and may include weekends and/or holidays.

24. Estimated quantities for JAXPORT:
    a) The Estimated Annual Quantities for JAXPORT are:
        - Port-O-Let Standard Unit (Monthly Rental): 25 units x 12 months = 300
        - Port-O-Let Handicapped Unit (Monthly Rental): 5 units x 12 months = 60
        - Port-O-Let Flushable Unit with Sink Inside (Monthly Rental): 5 units x 12 months = 60
        - Handwash Station (Monthly Rental): 10 units x 12 months = 120
    b) Standard Service for all units above shall be in accordance with the definitions and schedules contained in the Specifications. JAXPORT may request additional Standard Service as needed. Additional Standard Service will be charged at the price offered on the Bid Proposal Form and may include weekends and/or holidays.

25. The supplier will be contacted when a need of the unit(s) is required. The City of Jacksonville reserves the right to add other types of units (i.e., shower) or locations as needed.

26. The City of Jacksonville reserves the right to make use of this contract to other government agencies when a need is indicated.

27. Larger events may require prior delivery and set-up for logistical reasons. Charges for rental units will begin the first day of the scheduled event.

28. All material(s) to be disposed of shall be done in accordance with all local, state, and federal laws at the supplier's expense. The supplier shall keep adequate records of all material(s) disposed of. The City reserves the right to inspect all disposal receipts at any time.

29. Bidders are required to submit a listing of full or partial inventory showing capability to meet the requirements of the contract. The City reserves the right to perform a site visit to inspect equipment prior to award and during the contract duration.

30. The supplier shall not subcontract any rental units or services under this bid without prior written approval from the City.