Please find enclosed a copy of the recently approved citywide term contract utilizing Miami Dade County’s Rental of Portable Toilets. This contract has been established for use by all city departments and offices on an as-needed basis. Unless a specific item is not listed, using departments in need of these goods or services are required to utilize this contract.

Using Department(s) is/are urged to carefully review the contract in detail to become familiar with all prices, terms, conditions and items awarded. If your department is unable to locate a particular item on the contract, please contact the appropriate buyer for assistance. No other goods or services can be purchased under this agreement except those specified in the contract.

When requesting this commodity or service, the Bid No., Resolution No. and the corresponding catalog item numbers must be cited in the requisition.

It shall be the responsibility of the using department to properly administer the contract to ensure that the contractor and the City perform all contractual obligations. In the execution of this responsibility, departments should monitor vendor performance, inspect goods at time of delivery and check for accuracy in billing.

Should your department encounter any problems with the contractor, please document the problem and immediately advise Yusbel Gonzalez, Sr. Procurement Specialist, at (305) 416-1958 for assistance.

cc: Bid File
CITY WIDE

MIAMI-DADE COUNTY NO: 6118-4/13
DESCRIPTION: RENTAL OF PORTABLE TOILETS
TERM OF CONTRACT: ONE (1) YEAR WITH OPTIONS TO RENEW FOR FOUR (4)
ADDITIONAL (1) ONE-YEAR PERIODS, SUBJECT TO ANY
EXTENSIONS AND/OR REPLACEMENT BY MIAMI-DADE COUNTY
CONTRACT PERIOD: EFFECTIVE THROUGH MAY 31, 2009
COMMODITY CODE: 977-73

SECTION #1 – VENDOR AWARD

A E S Portable Sanitation, Inc. United Site Services of Florida, Inc.
11050 NW 36 Street 7451 NW 63 Street
Miami, Florida 33167 Miami, Florida 33166
Contact: Rene Guerra Contact: Kimberly Brady
Phone: (305) 953-9760 Phone: (305) 864-5387
Fax: (305) 953-3339 Fax: (305) 477-2021
E-mail Address: Irene@aesportable.com E-mail Address: Kimberly.brady@unitedsiteservices.com

Friendly John, Inc.
P.O. Box 440665
Miami, Florida 33144
Contact: Mario Verdeja
Phone: (305) 444-7681
Fax: (305) 547-1583
E-mail Address: N/A

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: JULY 10, 2008 AMENDED AMOUNT: N/A
RESOLUTION NO: R-08-0381 INSURANCE REQUIREMENTS: YES
TOTAL CONTRACT AMOUNT: N/A PERFORMANCE BOND: N/A
APPLICABLE ORDINANCES: NO

Note: Funds allocated from the various sources of funds from the user departments and agencies, subject to the availability of funds and budgetary approval at the time of need.

SECTION #3 - REQUESTING DEPARTMENT

CITY DEPARTMENTS
Contract Administrator: Yusbel Gonzalez
Phone: 305-416-1958
Fax: 305-416-1925

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PURCHASING
Sr. Buyer: Yusbel Gonzalez
Phone: 305-416-1958
Fax: 305-416-1925

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
WWW.MIAMIGOV.COM/PROCUREMENT

Prepared By: Deborah Buchanan, 7/16/08
CONTRACT AWARD SHEET
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION

BID NO.: 6118-4/13
BLANKET BPO #: ABCW0800681

TITLE: RENTAL OF PORTABLE CHEMICAL TOILETS

COMMODITY CODE NO.: 156-70
OTR YEARS: Four

LIVING WAGES APPLIES: NO

CONTRACT PERIOD: 6/1/08 through 5/31/09

AWARD BASED ON MEASURES: NO

SR.PROCUREMENT CONTRACTING AGENT: JOSE A SANCHEZ
PHONE: 305-375-4265

☐ SBE Set Aside
☐ SBE Goal
☐ Local Preference
☐ Prevailing Wages (Reso. 90-143)
☐ Living Wage

Bid Preference: SBE
☐ CSBE Level

PART #1: VENDOR AWARDED

F.E.I.N.: 650269239-01
VENDOR: A E S Portable Sanitation, Inc.
STREET: 11050 NW 36 Street
CITY/STATE/ZIP: Miami, Florida 33167
F.O.B. TERMS: Destination
PAYMENT TERMS: Not 30 Days
DELIVERY: As required
TOLL FREE PHONE #: 800/274-9044
PHONE: 305/953-9760
FAX: 305/953-3339
E-MAIL: rene@aesportable.com
CONTACT PERSON: Rene Guerra

F.E.I.N.: 591231631-02
VENDOR: United Site Services of Florida, Inc.
STREET: 7451 NW 63 Street
CITY/STATE/ZIP: Miami, Florida 33166
F.O.B. TERMS: Destination
PAYMENT TERMS: Net 30 Days
DELIVERY: As required
TOLL FREE PHONE #: 800/864-5357
PHONE: 305/864-5387
FAX: 305/477-2021
E-MAIL: kimberly.brady@unitedsiteservices.com
CONTACT PERSON: Kimberly Brady

DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION
F.E.I.N.: 650115818-01
VENDOR: Friendly John, Inc.
STREET: P.O. Box 440665
CITY/STATE/ZIP: Miami, Florida 33144
F.O.B. TERMS: Destination
PAYMENT TERMS: Net 30 Days
DELIVERY: Destination
TOLL FREE PHONE # n/a
PHONE: 305/444-7681
FAX: 305/547-1583
E-MAIL: n/a
CONTACT PERSON: Mario Verdeja
### PART #2: ITEMS AWARDED

#### GROUP I: RENTAL SINGLE (1) TOILET UNIT:

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>$25.10 each</td>
<td>$30.99 each</td>
<td>$30.00 each</td>
</tr>
</tbody>
</table>

a. Rental Rate per day; per each single (1) toilet unit, (24-hour period), (1) service call.

b. Rental Rate per week; per each single (1) toilet unit, (Seven (7) 24-hour days) minimum three (3) service calls per week, Monday, Wednesday & Friday.

c. Rental Rate per month; per each single (1) toilet unit, Minimum twelve (12) service calls per month.

**Additional cleaning service calls for single toilet unit – Group #1: a through c:**

**Monday thru Friday:**

d. Single (1) toilet units

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>$12.25 each</td>
<td>$14.99 each</td>
<td>$15.00 each</td>
</tr>
</tbody>
</table>

**Saturday, Sunday, and Holidays:**

e. Single (1) toilet units

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>$16.25 each</td>
<td>$20.99 each</td>
<td>$20.00 each</td>
</tr>
</tbody>
</table>
GROUP II: RENTAL TWO (2) TOILET UNITS:

<table>
<thead>
<tr>
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<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES</td>
<td>$50.40</td>
<td>United</td>
</tr>
<tr>
<td></td>
<td>$50.40</td>
<td></td>
</tr>
<tr>
<td>AES</td>
<td>$50.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$50.40</td>
<td></td>
</tr>
<tr>
<td>AES</td>
<td>$67.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$67.50</td>
<td></td>
</tr>
<tr>
<td>AES</td>
<td>$67.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$67.50</td>
<td></td>
</tr>
<tr>
<td>AES</td>
<td>$18.25</td>
<td>United</td>
</tr>
<tr>
<td></td>
<td>$18.25</td>
<td></td>
</tr>
<tr>
<td>AES</td>
<td>$18.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$18.25</td>
<td></td>
</tr>
<tr>
<td>AES</td>
<td>$24.25</td>
<td>United</td>
</tr>
<tr>
<td></td>
<td>$24.25</td>
<td></td>
</tr>
<tr>
<td>AES</td>
<td>$24.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$24.25</td>
<td></td>
</tr>
</tbody>
</table>

Additional cleaning service calls for two (2) toilet units – Group #2: a through c:

Monday thru Friday:

d. Two (2) toilet units

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES</td>
<td>$18.25</td>
<td>United</td>
</tr>
<tr>
<td></td>
<td>$18.25</td>
<td></td>
</tr>
<tr>
<td>AES</td>
<td>$18.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$18.25</td>
<td></td>
</tr>
</tbody>
</table>

Saturday, Sunday, and Holidays:

e. Two (2) toilet units

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES</td>
<td>$24.25</td>
<td>United</td>
</tr>
<tr>
<td></td>
<td>$24.25</td>
<td></td>
</tr>
<tr>
<td>AES</td>
<td>$24.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$24.25</td>
<td></td>
</tr>
<tr>
<td>GROUP III: RENTAL THREE (3) TOILET UNITS:</td>
<td>PRIMARY</td>
<td>SECONDARY</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>---------</td>
<td>-----------</td>
</tr>
<tr>
<td>a. Rental Rate per day; per each three (3) toilet units, (24-hour period), (1) service call.</td>
<td>AES</td>
<td>United</td>
</tr>
<tr>
<td></td>
<td>$75.60 each</td>
<td>$92.97 each</td>
</tr>
<tr>
<td>b. Rental Rate per week; per each three (3) toilet units, (Seven (7) 24-hour days) minimum three (3) service calls per week, Monday, Wednesday &amp; Friday.</td>
<td>AES</td>
<td>United</td>
</tr>
<tr>
<td></td>
<td>$75.60 each</td>
<td>$92.97 each</td>
</tr>
<tr>
<td>c. Rental Rate per month; per each three (3) toilet units, Minimum twelve (12) service calls per month.</td>
<td>AES</td>
<td>United</td>
</tr>
<tr>
<td></td>
<td>$101.25 each</td>
<td>$123.96 each</td>
</tr>
</tbody>
</table>

**Additional cleaning service calls for three (3) toilet units – group #3: a through c:**

**Monday thru Friday:**

<table>
<thead>
<tr>
<th></th>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>d. Three (3) toilet units</td>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td></td>
<td>$24.25 each</td>
<td>$42.00 each</td>
<td>$65.00 each</td>
</tr>
</tbody>
</table>

**Saturday, Sunday, and Holidays:**

<table>
<thead>
<tr>
<th></th>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>e. Three (3) toilet units</td>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td></td>
<td>$32.50 each</td>
<td>$60.00 each</td>
<td>$90.00 each</td>
</tr>
</tbody>
</table>
**GROUP IV: RENTAL FOUR (4) TOILET UNITS:**

<table>
<thead>
<tr>
<th></th>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td></td>
<td>$100.80 each</td>
<td>$123.96 each</td>
<td>$150.00 each</td>
</tr>
<tr>
<td>b.</td>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td></td>
<td>$100.80 each</td>
<td>$123.96 each</td>
<td>$210.00 each</td>
</tr>
<tr>
<td>c.</td>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td></td>
<td>$135.00 each</td>
<td>$154.95 each</td>
<td>$260.00 each</td>
</tr>
</tbody>
</table>

**Additional cleaning service calls for four (4) toilet units — Group #4: a through c:**

<table>
<thead>
<tr>
<th></th>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Monday thru Friday:</strong></td>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>d. Four (4) toilet units</td>
<td>$30.65 each</td>
<td>$59.00 each</td>
<td>$60.00 each</td>
</tr>
<tr>
<td><strong>Saturday, Sunday, and Holidays:</strong></td>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>e. Four (4) toilet units</td>
<td>$40.65 each</td>
<td>$79.00 each</td>
<td>$90.00 each</td>
</tr>
</tbody>
</table>
### GROUP V: RENTAL OF ACCESSIBLE SINGLE (1) TOILET UNIT:

<table>
<thead>
<tr>
<th>Description</th>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Rate per day; per each accessible single (1) toilet unit,</td>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>(24-hour period), (1) service call.</td>
<td>$62.50 each</td>
<td>$79.00 each</td>
<td>$80.00 each</td>
</tr>
<tr>
<td>Rental Rate per week; per each accessible single (1) toilet unit,</td>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>(Seven (7) 24-hour days) minimum three (3) service calls per week,</td>
<td>$62.50 each</td>
<td>$79.00 each</td>
<td>$95.00 each</td>
</tr>
<tr>
<td>Monday, Wednesday &amp; Friday.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Rate per month; per each accessible single (1) toilet unit,</td>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>Minimum twelve (12) service calls per month.</td>
<td>$79.00 each</td>
<td>$99.00 each</td>
<td>$105.00 each</td>
</tr>
</tbody>
</table>

**Additional cleaning service calls for accessible single toilet unit – Group #5: a through c:**

**Monday thru Friday:**

<table>
<thead>
<tr>
<th>Description</th>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessible single (1) toilet unit</td>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td></td>
<td>$12.25 each</td>
<td>$14.99 each</td>
<td>$20.00 each</td>
</tr>
</tbody>
</table>

**Saturday, Sunday, and Holidays:**

<table>
<thead>
<tr>
<th>Description</th>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessible single (1) toilet unit</td>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td></td>
<td>$16.25 each</td>
<td>$20.99 each</td>
<td>$28.00 each</td>
</tr>
<tr>
<td>Group VI: Rental of Accessible Single (1) Toilet Unit with Lavatory:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Rental Rate per day; per each accessible single (1) toilet unit with lavatory (24-hour period), (1) service call.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primary</td>
<td>Secondary</td>
<td>Tertiary</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-----------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>United</td>
<td>AES</td>
<td>Friendly</td>
<td></td>
</tr>
<tr>
<td>$99.95 each</td>
<td>$113.00 each</td>
<td>No bid</td>
<td></td>
</tr>
<tr>
<td>b. Rental Rate per week; per each accessible single (1) toilet unit with lavatory (Seven (7) 24-hour days) minimum three (3) service calls per week, Monday, Wednesday &amp; Friday.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primary</td>
<td>Secondary</td>
<td>Tertiary</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-----------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>United</td>
<td>AES</td>
<td>Friendly</td>
<td></td>
</tr>
<tr>
<td>$99.95 each</td>
<td>$150.00 each</td>
<td>No bid</td>
<td></td>
</tr>
</tbody>
</table>

**Additional cleaning service calls for accessible single toilet unit with lavatory – Group #6; a through b:**

**Monday thru Friday:**

<table>
<thead>
<tr>
<th>Accessible single (1) toilet unit with lavatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>United</td>
</tr>
<tr>
<td>$20.99 each</td>
</tr>
</tbody>
</table>

**Saturday, Sunday, and Holidays:**

<table>
<thead>
<tr>
<th>Accessible single (1) toilet unit with lavatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>United</td>
</tr>
<tr>
<td>$30.99 each</td>
</tr>
</tbody>
</table>
**GROUP VII: 250-GALLON HOLDING TANK:**

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AES</strong></td>
<td><strong>United</strong></td>
<td><strong>Friendly</strong></td>
</tr>
<tr>
<td>$60.00 each</td>
<td>$69.41 each</td>
<td>$80.00 each</td>
</tr>
<tr>
<td>$60.00 each</td>
<td>$125.48 each</td>
<td>$140.00 each</td>
</tr>
<tr>
<td>$175.00 each</td>
<td>$199.87 each</td>
<td>$220.00 each</td>
</tr>
</tbody>
</table>

**Additional cleaning service calls for 250-gallon tanks – Group #7: a through c:**

**Monday thru Friday:**
<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AES</strong></td>
<td><strong>United</strong></td>
<td><strong>Friendly</strong></td>
</tr>
<tr>
<td>$25.00 each</td>
<td>$57.28 each</td>
<td>$65.00 each</td>
</tr>
</tbody>
</table>

**Saturday, Sunday, and Holidays:**
<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AES</strong></td>
<td><strong>United</strong></td>
<td><strong>Friendly</strong></td>
</tr>
<tr>
<td>$55.00 each</td>
<td>$57.28 each</td>
<td>$80.00 each</td>
</tr>
</tbody>
</table>
GROUP VIII: TWO STATION SINK UNITS:

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>$31.25 each</td>
<td>$35.67 each</td>
<td>$40.00 each</td>
</tr>
<tr>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>$34.50 each</td>
<td>$35.67 each</td>
<td>$50.00 each</td>
</tr>
<tr>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>$49.25 each</td>
<td>$55.21 each</td>
<td>$60.00 each</td>
</tr>
</tbody>
</table>

Additional cleaning service calls for two station sink units – Group #8; a through c:

**Monday thru Friday:**

d. Two station sink units

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>$12.00 each</td>
<td>$14.95 each</td>
<td>$20.00 each</td>
</tr>
</tbody>
</table>

**Saturday, Sunday, and Holidays:**

e. Two station sink units

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>$16.50 each</td>
<td>$25.99 each</td>
<td>$32.00 each</td>
</tr>
<tr>
<td>GROUP IX: RENTAL SMALL PORTABLE SANITATION TRAILER UNITS:</td>
<td>PRIMARY</td>
<td>SECONDARY</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>---------</td>
<td>-----------</td>
</tr>
<tr>
<td>a. Rental Rate per day; per each small portable sanitation trailer unit, (24-hour period), (1) service call.</td>
<td>AES $170.00 each</td>
<td>United $299.00 each</td>
</tr>
<tr>
<td>b. Rental Rate per week; per each small portable sanitation trailer unit, (Seven (7) 24-hour days) minimum three (3) service calls per week, Monday, Wednesday &amp; Friday.</td>
<td>AES $225.00 each</td>
<td>United $375.00 each</td>
</tr>
<tr>
<td>c. Rental Rate per month; per each small portable sanitation trailer unit, Minimum twelve (12) service calls per month.</td>
<td>AES $445.00 each</td>
<td>United $499.00 each</td>
</tr>
</tbody>
</table>

**Additional cleaning service calls for rental of small portable sanitation trailer units – Group 9: a through c:**

**Monday thru Friday:**
- d. Small portable sanitation trailer unit
  - AES $45.00 each
  - United $75.00 each
  - Friendly $110.00 each

**Saturday, Sunday, and Holidays:**
- e. Small portable sanitation trailer unit
  - AES $65.00 each
  - United $75.00 each
  - Friendly $150.00 each
GROUP X: RENTAL SMALL PORTABLE SANITATION TRAILER UNITS: (AVIATION ONLY)

<table>
<thead>
<tr>
<th>Service Call</th>
<th>Primary</th>
<th>Secondary</th>
<th>Tertiary</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Rental Rate per day; per each small portable sanitation trailer unit, (24-hour period), (1) service call.</td>
<td>AES $440.00 each</td>
<td>United $299.00 each</td>
<td>Friendly $525.00 each</td>
</tr>
</tbody>
</table>

Additional cleaning service calls for rental of small portable sanitation trailer units – Group #10: a:

<table>
<thead>
<tr>
<th>Day</th>
<th>Primary</th>
<th>Secondary</th>
<th>Tertiary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday thru Friday:</td>
<td>AES $45.00 each</td>
<td>United $375.00 each</td>
<td>Friendly $110.00 each</td>
</tr>
<tr>
<td>Small portable sanitation trailer unit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday, Sunday, and Holidays:</td>
<td>AES $55.00 each</td>
<td>United $499.00 each</td>
<td>Friendly $150.00 each</td>
</tr>
<tr>
<td>Small portable sanitation trailer unit</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**GROUP XI: RENTAL MEDIUM PORTABLE SANITATION TRAILER UNITS:**

<table>
<thead>
<tr>
<th></th>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Rental Rate per day; per each medium portable sanitation trailer unit, (24-hour period), (1) service call.</td>
<td>AES $450.00 each</td>
<td>United $599.95 each</td>
<td>Friendly $675.00 each</td>
</tr>
<tr>
<td>b. Rental Rate per week; per each medium portable sanitation trailer unit, (Seven (7) 24-hour days) minimum three (3) service calls per week, Monday, Wednesday &amp; Friday.</td>
<td>AES $450.00 each</td>
<td>United $777.87 each</td>
<td>Friendly $825.00 each</td>
</tr>
</tbody>
</table>

**Additional cleaning service calls for rental of medium portable sanitation trailer units – Group #11: a through b:**

<table>
<thead>
<tr>
<th></th>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>d. Medium portable sanitation trailer units</td>
<td>AES $50.00 each</td>
<td>United $101.00 each</td>
<td>Friendly $130.00 each</td>
</tr>
<tr>
<td>Saturday, Sunday, and Holidays:</td>
<td>AES $65.00 each</td>
<td>United $101.00 each</td>
<td>Friendly $170.00 each</td>
</tr>
</tbody>
</table>
GROUP XII: RENTAL MEDIUM PORTABLE SANITATION TRAILER UNITS: (AVIATION ONLY)

a. Rental Rate per month; per each medium portable sanitation trailer unit, Minimum twelve (12) service calls per month.

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>$995.00 each</td>
<td>$1,195.00 each</td>
<td>$1,300.00 each</td>
</tr>
</tbody>
</table>

Additional cleaning service calls for rental of small portable sanitation trailer units – Group #12; a:

Monday thru Friday:

d. Medium portable sanitation trailer units

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>$55.00 each</td>
<td>$101.00 each</td>
<td>$120.00 each</td>
</tr>
</tbody>
</table>

Saturday, Sunday, and Holidays:

e. Medium portable sanitation trailer units

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES</td>
<td>United</td>
<td>Friendly</td>
</tr>
<tr>
<td>$65.00 each</td>
<td>$101.00 each</td>
<td>$150.00 each</td>
</tr>
</tbody>
</table>
GROUP XIII: RENTAL LARGE PORTABLE SANITATION TRAILER UNITS:

a. Rental Rate per day; per each large portable sanitation unit, (24-hour period), (1) service call.
   
<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>United</td>
<td>AES</td>
<td>Friendly</td>
</tr>
<tr>
<td>$874.52 each</td>
<td>$850.00 each</td>
<td>$1,200.00 each</td>
</tr>
</tbody>
</table>

b. Rental Rate per week; per each large portable sanitation unit, (Seven (7) 24-hour days) minimum three (3) service calls per week, Monday, Wednesday & Friday.

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>United</td>
<td>AES</td>
<td>Friendly</td>
</tr>
<tr>
<td>$999.51 each</td>
<td>$850.00 each</td>
<td>$1,700.00 each</td>
</tr>
</tbody>
</table>

c. Rental Rate per month; per each large portable sanitation unit, Minimum twelve (12) service calls per month.

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>United</td>
<td>AES</td>
<td>Friendly</td>
</tr>
<tr>
<td>$1,452.87 each</td>
<td>$1,800.00 each</td>
<td>$2,750.00 each</td>
</tr>
</tbody>
</table>

Additional cleaning service calls for rental of large portable sanitation trailer units – Group #13; a through c:

Monday thru Friday:

d. Large portable sanitation unit

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>United</td>
<td>AES</td>
<td>Friendly</td>
</tr>
<tr>
<td>$101.00 each</td>
<td>$65.00 each</td>
<td>$140.00 each</td>
</tr>
</tbody>
</table>

Saturday, Sunday, and Holidays:
e. Large portable sanitation unit

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>United</td>
<td>AES</td>
<td>Friendly</td>
</tr>
<tr>
<td>$155.00 each</td>
<td>$75.00 each</td>
<td>$170.00 each</td>
</tr>
</tbody>
</table>
GROUP XIV: RENTAL LARGE PORTABLE SANITATION TRAILER UNITS: (AVIATION ONLY)

<table>
<thead>
<tr>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>United</td>
<td>Friendly</td>
<td>AES</td>
</tr>
<tr>
<td>$874.52</td>
<td>$1,200.00</td>
<td>$1,800.00</td>
</tr>
</tbody>
</table>

a. Rental Rate per day; per each large portable sanitation unit, (24-hour period), (1) service call.
GROUP XV: RENTAL LUXURY PORTABLE SANITATION TRAILER UNITS:

<table>
<thead>
<tr>
<th></th>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Rental Rate per day; per each luxury portable sanitation trailer unit, (24-hour period), (1) service call.</td>
<td>AES $850.00 each</td>
<td>United $874.52 each</td>
<td>Friendly $1,900.00 each</td>
</tr>
<tr>
<td>b. Rental Rate per week; per each luxury portable sanitation trailer unit, (Seven (7) 24-hour days) minimum three (3) service calls per week, Monday, Wednesday &amp; Friday.</td>
<td>AES $850.00 each</td>
<td>United $999.51 each</td>
<td>Friendly $3,000.00 each</td>
</tr>
</tbody>
</table>

Additional cleaning service calls for rental of luxury portable sanitation trailer units – Group #15; a through b:

<table>
<thead>
<tr>
<th></th>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday thru Friday:</td>
<td>AES $55.00 each</td>
<td>United $101.00 each</td>
<td>Friendly $150.00 each</td>
</tr>
<tr>
<td>Saturday, Sunday, and Holidays:</td>
<td>AES $70.00 each</td>
<td>United $155.00 each</td>
<td>Friendly $175.00 each</td>
</tr>
</tbody>
</table>
GROUP XVI: RENTAL LUXURY PORTABLE SANITATION TRAILER UNITS (AVIATION ONLY)

<table>
<thead>
<tr>
<th></th>
<th>PRIMARY</th>
<th>SECONDARY</th>
<th>TERTIARY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>United</td>
<td>AES</td>
<td>Friendly</td>
</tr>
<tr>
<td>a.</td>
<td>$874.52 each</td>
<td>$1,450.00 each</td>
<td>$1,900.00 each</td>
</tr>
</tbody>
</table>

PART #3: AWARD INFORMATION

DPM AWARD DATE: 4/17/08
PURCHASING DIVISION RELEASE DATE: 5/31/08
AGENDA ITEM #: N/A
OTR YEAR: ORIGINAL
ADDITIONAL ITEMS ALLOWED: YES
SPECIAL CONDITIONS: INSURANCE
TOTAL CONTRACT VALUE: $324,510.15

<table>
<thead>
<tr>
<th>USER DEPARTMENTS:</th>
<th>DOLLAR ALLOCATED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aviation</td>
<td>$171,033.68</td>
</tr>
<tr>
<td>Corrections &amp; Rehabilitation</td>
<td>$930.00</td>
</tr>
<tr>
<td>DERM</td>
<td>$651.60</td>
</tr>
<tr>
<td>Fire Rescue</td>
<td>$13,751.14</td>
</tr>
<tr>
<td>GSA</td>
<td>$134.15</td>
</tr>
<tr>
<td>Housing Agency</td>
<td>$6,042.00</td>
</tr>
<tr>
<td>Park &amp; Recreation</td>
<td>$82,310.30</td>
</tr>
<tr>
<td>Police</td>
<td>$13,594.96</td>
</tr>
<tr>
<td>Public Works</td>
<td>$639.00</td>
</tr>
<tr>
<td>Seaport</td>
<td>$3,180.35</td>
</tr>
<tr>
<td>Solid Waste</td>
<td>$586.00</td>
</tr>
<tr>
<td>Transit Agency</td>
<td>$1,792.45</td>
</tr>
<tr>
<td>Vizcaya Museum</td>
<td>$792.30</td>
</tr>
<tr>
<td>WASD</td>
<td>$29,072.22</td>
</tr>
</tbody>
</table>

DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:
RENTAL OF PORTABLE CHEMICAL TOILETS

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND: N/A
CATALOGUE AND LISTS: N/A
CERTIFICATE OF COMPETENCY: SEE SECTION 2.0; PARA. 2.14
EQUIPMENT LIST: N/A
EXPEDITED PURCHASING PROGRAM (EPP): N/A
INDEMNIFICATION/INSURANCE: N/A
LIVING WAGE: N/A
PRE-BID CONFERENCE/WALK-THRU: N/A
SMALL BUSINESS ENTERPRISE MEASURE: SEE SECTION 2.0; PARA. 2.2
SAMPLES/INFORMATION SHEETS: N/A
SECTION 3 – MDHA: N/A
SITE VISIT/AFFIDAVIT: N/A
USER ACCESS PROGRAM: SEE SECTION 2.0; PARA. 2.21
WRITTEN WARRANTY: N/A

FOR INFORMATION CONTACT:
Jose A Sanchez at 305-375-4265, or at sanchez@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:
A Small Business Enterprise (SBE) bid preference applies to this solicitation.

MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 58 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 58 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE
INVITATION TO BID

Bid Number: 6118-4/13

Title: Rental of Portable Chemical Toilets

Sr. Procurement Contracting Agent: Jose A Sanchez

Bids will be accepted until 2:00 p.m. on February 06, 2008

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.

- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION
SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS
Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.
Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.
Bid Submittal Form – defines the requirements of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.
County – shall refer to Miami-Dade County, Florida.
DPM – shall refer to Miami-Dade County’s Department of Procurement Management, Purchasing Division.
Enrolled Vendor – EFFECTIVE JULY 8, 2002, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.
Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at http://miamidade.gov and click on “Business”.

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification
It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a “Miami-Dade County Business Entity Registration Application”. Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1st Street, 19th Floor, Miami, FL 33126-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration
To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM’s website at http://miamidade.gov and click on “Business” or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:
1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (b) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
16. Living Wage – Pursuant to Section 2-5.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:
Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information
1. Pursuant to Section 2-11.1(d) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the “Code of Silence”. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder’s facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbo@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions
or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.  

3. It is the Bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed “Acknowledgment of Addenda” form, when any addenda have been issued.  

E. Contents of Bid Solicitation and Bidders’ Responsibilities  

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Plea of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.  

2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where there exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.  

3. It is the responsibility of the Bidder/Proponent, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proponent. The Bidder/Proponent shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/Proponent. Failure of a Bidder/Proponent to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proponent is not a responsible contractor.  

F. Change or Withdrawal of Bids  

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the forms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.  

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DBM Purchasing Division prior to the Bid opening day may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.  

G. Conflicts Within The Bid Solicitation  

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.  

H. Prompt Payment Terms  

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.14 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.  

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.  

1.3. PREPARATION OF BIDS  

A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder’s offer.  

B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.  

C. An authorized agent of the Bidder’s firm must sign the Bid submittal form. FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.  

D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.  

E. The Bidder may submit an Alternate Bid for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked “Alternate Bid”.  

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.  

G. Please be advised that the County, in exercise of its discretion, may not accept bids and/or proposals received after the scheduled time and date. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proponent. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. Mail, or caused by any other occurrence.  

1.4. CANCELLATION OF BID SOLICITATION  

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.  

1.5. AWARD OF BID SOLICITATION  

A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.  

B. When there are multiple low bids in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.  

C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County’s best interest to do so.  

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.  

E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do
SECTION I
GENERAL TERMS AND CONDITIONS

Dade County must present a copy of their Miami-Dade County issued Occupational Licenses.

F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.

G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.

H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.

I. In accordance with Resolution R-1574-88 the Director of Purchasing Division will decide all tie Bids.

J. Award of this Bid may be predicated on compliance with and submission of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.

B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as described herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.3 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased,

2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and

3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:

(a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or

(b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or

(c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2009. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No. 3-21.

B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three day period begins on the County work day after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below.
SECTION 1
GENERAL TERMS AND CONDITIONS

Award Amount       Filing Fee
$25,000-$100,000       $100
$100,001-$500,000       $1,000
$500,001-$5 million     $5,000
Over $5 million        $5,000

The protestor shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County work days after the filing of a protest.

D. For award recommendations greater than $250,000 the following shall apply:
The County’s recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.

E. For award recommendations from $25,000 to $250,000 the following shall apply:
Each County work day, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen F. Clark Center, located at 111 NW 1st Street. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES
The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered.

1.14. PACKAGING
Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 718-92.

1.15. SUBCONTRACTING
Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT
The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY
Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER
The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION
The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentality from any and all liability, losses or damages, including attorney’s fees and costs of defense, which the County or its officers, employees, agents or instrumentality may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may be incurred therein. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentality as herein provided.

1.20. COLLUSION
Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be overcome by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.21. MODIFICATION OF CONTRACT
The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE
The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT
The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County’s intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-purchase cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION
Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney’s fees.
SECTION 1
GENERAL TERMS AND CONDITIONS

1.25. ACCESS TO RECORDS
The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26. OFFICE OF THE INSPECTOR GENERAL
Miami-Dade County has established the Office of the Inspector General, which is responsible for reviewing contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing contracts and programs. Any inspection or audit of the County contracts shall be conducted in accordance with the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1073a(8) of the County Code.

1.27. PRE-AWARD INSPECTION
The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28. PROPRIETARY/CONFIDENTIAL INFORMATION
Bidders are hereby notified that all information submitted as part of, or in support of, bid submissions will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed an irrevocable permission to review, copy and divulge to any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information to be a trade secret, proprietary or confidential, the County may endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The reduction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI)" and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;

5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX
When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31. LOBBYIST CONTINGENCY FEES
A. In accordance with Section 2-111.1(1) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
B. A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which forceably will be heard or reviewed by the County Commission or a County board or committee.

1.32. COMMISSION AUDITOR — ACCESS TO RECORDS
Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.
2.1 **PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:**

The purpose of this solicitation is to establish a contract for the purchase of Rental of Portable Chemical Toilets in conjunction with the County’s needs on an as needed when needed basis.

2.2 **SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN $50,000 (Bid Preference):**

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts $1 million or less and 5% percent on contracts greater than $1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access [www.miamidade.gov/dbd](http://www.miamidade.gov/dbd).

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 **PRE-BID CONFERENCE - INTENTIONALLY OMITTED:**

2.4 **TERM OF CONTRACT: TWELVE (12) MONTHS:**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the twelve month period.

2.5 **OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEARS (With Price Adjustment):**

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract’s initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional four (4) year periods on a year-to-year basis. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index, Wage Earners and Clerical Worker in the Miami, Area for All Items.

It is the vendor’s responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor’s
request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County’s right to exercise the option period, the County may consider the vendor in default which decision may affect that vendor’s eligibility for future contracts.

NOTE: IF MULTIPLE VENDORS ARE INVOLVED UNDER THE GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC VENDOR.

2.6 METHOD OF AWARD: To Multiple Vendors By Group

Award of this contract will be made to the three (3) lowest priced responsive, responsible vendors on a group-by-group basis. To be considered for award by group, the vendor shall offer prices for all items within a given group. The County will then select the vendors for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a vendor fails to submit an offer for all items within the group, its offer for that specific group will be rejected. While the award will be made to multiple vendors by group to assure availability, the lowest priced vendor for each group will be given the first opportunity to perform under this contract.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

2.8 INSPECTION OF EQUIPMENT - INTENTIONALLY OMITTED

2.9 EQUAL PRODUCT: INTENTIONALLY OMITTED
2.10 **LIQUIDATED DAMAGES - INTENTIONALLY OMITTED**

2.11 **INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT:**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker’s Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. General Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than “D” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

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Revised 10/24/07
The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY 111 NW 1st STREET, SUITE 1300 MIAMI, FLORIDA 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1, sub-paragraph 1.23, Termination for Default of the General Terms and Conditions.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, sub-paragraph 1.23, Termination for Default of this solicitation.
SECTION 2
SPECIAL CONDITIONS

2.12 BID GUARANTY: INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND: INTENTIONALLY OMITTED

2.14 CERTIFICATE OF COMPETENCY:

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency for Rental of Portable Chemical Toilets issued by Miami-Dade County – Construction Trades Qualifying Board (Business Certificate of Competency), as per the provisions of Chapter 10 of Miami-Dade County. Prospective Bidders shall be required to submit a copy of the license with the proposal, and/or during the evaluation process. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

2.15 METHOD OF PAYMENT:

INVOICES FOR NON-ACCESSIBLE, ACCESSIBLE AND RENTAL UNITS (DAILY, WEEKLY, AND MONTHLY):

The successful bidders shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County using department(s) that requested the service through a purchase order. The invoices shall reflect the appropriate purchase order number, the service location(s) and the type of service provided to the County in the prior month.

2.16 SHIPPING TERMS - INTENTIONALLY OMITTED:

2.17 DELIVERY REQUIREMENTS:

Awarded vendors shall be able to furnish Portable Chemical Toilets units requested within twenty-four hours after verbal requests. Verbal request shall be followed in writing within twenty-four hours after the verbal order is placed. On orders placed for special events where a substantial amount of toilets are required, the County Department will notify Vendor of such events two (2) weeks in advance (whenever possible). Emergency requests shall be considered as specified in Section 3.0, Paragraph 3.9.

2.18 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED:

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County
within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.19 **WARRANTY REQUIREMENTS: INTENTIONALLY OMITTED**

2.20 **CONTACT PERSON:**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact: Jose A Sanchez at (305) 375-4265 or email - sanchez@miamidade.gov

2.21 **COUNTY USER ACCESS PROGRAM (UAP):**

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**Joint Purchase**

Only those entities that have been approved by the County for participation in the County’s Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approve entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.
SECTION 2
SPECIAL CONDITIONS

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an “FOB Destination, Prepaid and Charged Back” basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 ACCEPTANCE OF PORTABLE CHEMICAL TOILETS UNITS BY MIAMI-DADE COUNTY:

The portable chemical units shall be maintained and delivered to the County in excellent condition. If a unit does not meet specifications, it will be returned to the bidder as exchange for suitable unit or for full credit at no additional cost to the County.

2.23 ACCIDENT PREVENTION AND BARRICADES:

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.24 CLEAN-UP:

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department’s project manager.

2.25 COMPLIANCE WITH FEDERAL STANDARDS:

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).
2.26 **DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION:**

After the County opens the Bid Proposals, the bidders may be required to demonstrate the equipment, which has been proposed for evaluation by, and at no cost to, the County. The purpose of the demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability vis-à-vis the performance requirements stipulated in the bid. If a demonstration is required, the County will notify the bidder of such in writing and will specify the date, time and location of the demonstration. If the bidder fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject the bidder’s proposal or to re-schedule the demonstration in its best interest. The County shall be the sole judge of the acceptability of the equipment in conformance with the bid specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacture’s model identified in the bidder's proposal. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the bidder during the contract period shall conform to the equipment used in the demonstration. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

2.27 **ESCORTS AT AIRCRAFT OPERATING AREA:**

When performing work at the County’s Aviation Department, the vendor shall report to the Aviation Department's Maintenance Division Building No. 3025 and be escorted to and from each area of work that traverses the aircraft operating area. The Department shall monitor the placement of the vendor’s equipment at each location. Upon completion of the work, the vendor shall call the Maintenance Office, 876-7311, to arrange for inspection and escort out of the aircraft operating area. Any violations of this section by the vendor may result in immediate cancellation of this Contract.

2.28 **FURNISH AND SET IN PLACE REQUIREMENTS:**

The vendor shall be required to furnish and fully install the portable chemical toilets identified in the specifications and/or statement of work included in this solicitation and resultant contract at the facility designated by the County.

2.29 **LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR:**

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and
approval of the County's Project Manager.

2.30  **LEGAL REQUIREMENT FOR POLLUTION CONTROL:**

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Environmental Resources Management (DERM), 33 SW 2nd Ave., Miami, Florida 33130, Telephone (305) 372-6789.

2.31  **LICENSES, PERMITS AND FEES:**

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

2.32  **LOCAL OFFICE AND WAREHOUSE FACILITIES SHALL BE IN SOUTH FLORIDA:**

The vendor shall maintain an office/warehouse facility within the geographic boundaries of Miami-Dade, Broward, Palm Beach, and Monroe Counties, Florida.

The office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract (Monday-Friday 8:00 AM to 5:00 PM).

The County reserves the right to perform an inspection of these warehouse facilities during the bid evaluation period and any time during the term of the contract and to use this inspection as a means for determining the lowest responsive, responsible bidder. The acceptable size, location, level of security, and functionality of the warehouse shall be determined by the County in consideration of the bid requirements in its best interest; and its decision shall be final.

Bids will only be accepted from bidder(s) which have office/warehouse facilities located in South Florida, which shall be defined as Dade, Broward, Palm Beach and Monroe Counties.

2.33  **PRIMARY VENDOR DESIGNATION:**

While the method of award identified in Section 2.6 of the solicitation prescribes the method for determining the lowest responsive, responsible vendor, the County will award this contract to the designated lowest vendor as the primary vendor, to the designated second lowest vendor as the secondary vendor, and to the third vendor as the tertiary vendor respectively. If the County exercises this right, the primary vendor shall be given the first
opportunity to perform the service or deliver the goods identified in this contract. If the primary vendor declines this opportunity, the County shall seek the identified goods or services from the secondary vendor. The County may also make award to the third lowest vendor as a tertiary vendor.

2.34 RENTAL OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a DPM representative will contact all awarded bidders and obtain a price quote for the additional like items. The County reserves the right to award these additional like items to the successful bidders based on the lowest price quote. The County reserves the right not to award these additional like items if the price is not deemed in the County’s best interest and proceed to acquire these items through a separate solicitation.

2.35 STOCK LEVELS SHALL BE MAINTAINED BY BIDDER:

The successful bidder(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery. If the delivery terms specified in the Solicitation are not fulfilled by the Bidder, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Bidder for any re-procurement costs incurred by the County.
3.1 GENERAL REQUIREMENTS, STANDARD UNITS: (SINGLE, TWO, THREE, AND FOUR TOILET UNITS) – (GROUPS 1, 2, 3, 4)

A. Standard Chemical Toilets shall be portable and self-contained. All units contracted shall be painted and marked with the name, address and telephone number of the servicing company. Doors to units and/or stalls shall be provided with a working internal lock. Walls and roof shall have ventilating sections properly screened and at sufficient height to insure privacy.

B. Human waste receptacles shall be of non-absorbent, acid resistant, non-corrosive, easily cleanable material, watertight and fly-tight. Containers or holding tanks shall have a capacity of not less than 24 gallons.

C. Floors and interior walls shall have non-absorbent finish and be easily cleanable.

D. Toilet Seats with covers shall be in compliance with Chapter 10D-10, FAC; top of seat shall be not less than 8 inches above the liquid level in the container.

E. All units shall be delivered with adequate supply of full, unopened rolls of toilet tissue and empty trash receptacles.

3.2 ACCESSIBLE UNITS (GROUP 5 & 6):

TIMETABLES:

Accessible 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 Chapter 553 of Florida Statutes, with the current Americans with Disabilities Act Accessibility Guidelines, in the following specifications. Accessible units shall be marked with the international symbol of accessibility. Accessible units for lease, but not for purchase, shall carry the name, address and telephone number of the servicing company.

In accordance with Chapter 553 of the Florida Statutes and the American with Disabilities Act Accessibility, the first single user of portable toilet units provided at a location shall be an accessible unit. Thereafter, no fewer than 5% of the units, or a minimum of one (1) per cluster shall be accessible units. This does not apply to portable toilets units at construction sites exclusively by construction personnel.

This contract may not be used to pay for rental of any portable toilet by, or on behalf of Miami-Dade County that do not meet the above requirement, or to pay for rental of any accessible unit that has not been officially approved by the Office of ADA Coordination.
SECTION 3
TECHNICAL SPECIFICATION

The Vendor shall provide a typical accessible unit to the Office of ADA Coordinator, during the evaluation process, which can be no longer than two (2) weeks after bid opening and prior to award.

If the Office of ADA Coordination agrees that the unit complies with all of the existing laws, regulations, codes and standards listed above and other specifications stated herein, then that office will approve the unit. Miami-Dade County shall be the sole judge of compliance with requirements.

The County, upon inspection of the typical unit, shall provide to the vendor a written report stating all deficiencies, if any. The vendor shall have two (2) weeks from that report to provide a fully compliant unit at the same bid price.

Failure to comply with any of the accessible requirements, specifications and/or time frames may result, at the County's option, in disqualification of the vendor. Miami-Dade County may choose, if it considers it in the County's best interest, and it is recommended by the Office of ADA Coordination, to accept variations from the specifications, only if such acceptance is necessary to promote the highest degree of compliance with Chapter 553 and ADA.

After award, the vendor may not substitute any other accessible unit for the approved typical accessible unit without first obtaining official approval of the new typical accessible unit from the Office of ADA Coordination, (not to include the standard units) in accordance with the specifications herein stated and to the satisfaction of the County within the time specified in the paragraph above.

UNIT REQUIREMENTS:

A. Walls and doors shall have ventilating grills properly screened and placed at sufficient heights to insure privacy. Roof is to be provided with skylights.

B. Human waste receptacles shall be of a non-absorbent, acid resistant, non-corrosive, easily cleanable material, watertight and fly-tight. This holding tank shall have a capacity of not less than 45 gallons. This requirement only applies to the accessible units with lavatories; Group 6.

C. Seats or seat covers shall be stable and shall not be sprung to return to a lifted position. Toilet seat shall be not less than 8 inches above the liquid level in the container when the container is at capacity.

D. All rental units shall be delivered with adequate supply of full, unopened rolls of toilet tissue and empty trash receptacles. Toilet paper holders shall hold two (2) rolls and shall provide continuous paper flow.
E. 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. Doors to units shall be provided with a working internal lock with a mechanism that can be operated without grabbing or twisting.

F. All accessible units shall be built so that, when installed on site, the entrance to the unit will comply with all of the provisions of the ADA Accessibility Guidelines and the Florida Accessibility Code.

G. Tolerances to require dimensions shall be permitted in accordance with ADA and the Florida Accessibility Code and the official interpretations thereof. Acceptable tolerances shall be solely determined by Miami-Dade County and shall include tolerances for at rest, in use, and under load conditions. In use and under load conditions shall be determined by using forces exerted by a person weighing up to 250 pounds.

3.3 MAINTENANCE SERVICE:

All holding tanks for all units for waste products from the lavatories of all units shall be completely emptied, thoroughly cleaned and disinfected with an approved disinfectant, which shall be used in sufficient quantities to provide odorless operation during usage.

Clean water storage tanks for lavatories shall be cleaned as necessary and shall filled to capacity.

Waste paper receptacles shall be emptied and shall be cleaned as necessary.

A fresh supply of toilet paper shall be provided with each unit.

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 and 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. The outside of the units shall be scrubbed or hosed down and wiped clean.

The maintenance services for items 1 through 6 units detailed above shall be performed at a minimum, once every day on the daily rentals; every Monday, Wednesday, and Friday on the weekly, and twelve service calls on the monthly rental units, with no exceptions. In case 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.
3.4 **NON-PERFORMANCE OF SERVICES:**

Upon failure to perform the specified maintenance services to the satisfaction of the County's Contract Administrators, the vendor shall be charged the amount quoted for each service call not rendered or thorough cleaning not performed. The County shall have the right to deduct these amount(s) from any charges due or that may become due to the vendor under this agreement or, to invoice the vendor for such charges if the costs incurred exceed the amounts due the vendor.

3.5 **SERVICE EQUIPMENT:**

Tank trucks used for servicing and waste removal shall be provided with dual compartments and be approved by the Office of ADA. One tank shall be used for receiving and removal of waste, equipped with suction hose having a cut-off valve not more than thirty-six (36) inches from intake end. The second tank shall be used for clean water storage. Trucks shall be maintained in nuisance-free condition and be properly licensed at all times.

3.6 **RECORD KEEPING:**

Each facility where Portable Toilets have been furnished shall maintain a log in which Vendor's service personnel will be logged in and out for deliveries and for each service call made; (it shall reflect time and date of each service call). The vendor shall acknowledge furnished service via a formal receipt of service, which shall provide similar information as above.

3.7 **REPAIRS:**

The Vendor, under the terms and conditions of this Bid, shall bear the cost of all repairs to the Portable Toilets furnished except where the toilets may have been subjected to unusual abuse, accident or negligence on the part of the County.

Compliance with the foregoing requirements shall not relieve the Vendor of any liability or obligation under this Section or under any other section of this Agreement. The Vendor shall provide its own insurance to protect their equipment.

3.8 **EMERGENCIES RESPONSE TIME:**

From time to time, some Miami-Dade County Departments may require emergency service where an immediate response is needed, such as a fire, a collapsed building, flooding or other disasters. At such times, the vendor shall be required to furnish units as specified within 60 to 120 minutes after receipt of order. This emergency delivery shall be available 24 hours per day, 7 days a week, and for this purpose, a beeper or cellular telephone number shall be furnished by the vendor and maintained active during the term of the contract.

--- 19 ---

Revised 10/24/07
3.9 **INSTALLATION:**

Whenever feasible, the vendor shall install the units on a flat, smooth surface along an accessible path in close proximity to the facilities being served. The unit shall be set in such a way that:

A. The accessible unit path leads to, and connects with the accessible unit in a manner that complies with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the Florida Accessibility Code.

B. The unit is stable and level.

It shall be the responsibility of the vendor to insure that the installation of the unit meets all of the requirements of the ADAAG and the Florida Accessibility Code. Where conditions make it unfeasible for installation to fully comply, the vendor shall install the unit at the best available location in the most accessible manner and shall immediately notify the user department in writing that the installation is not in full compliance and why. The vendor is not relieved of responsibility for those items of non-compliance included in the written notice until that written notice has been approved and signed by a representative of Miami-Dade County. Date and time of signings must be included with the signature to be valid.

3.10 **250 GALLON HOLDING TANK (GROUP 7):**

A. General Requirements:
   - Unit shall be of fiberglass-reinforced construction.
   - Tank capacity shall be a minimum of 250 gallons.
   - Tank shall have a 3” PVC dump connection at 4 corners of tank top side.
   - Tank shall have a 4” discharge line.
   - Tank shall have a maximum of 2’ height.
   - Maintenance for holding tank shall be as follows:
     1. For Daily Rental, one (1) per day.
     2. For Weekly Rental, three (3) times per week – Monday, Wednesday & Saturday.
     3. For Monthly Rental, twelve (12) times per month – Monday, Wednesday & Saturday of each week.

3.11 **TWO-STATION SINK UNIT (GROUP 8):**

A. General Requirements:
   - Unit shall be of fiberglass-reinforced construction and mounted on skids.
   - Tank capacity shall be a minimum of 30 gallons for blue water and 30 gallons for gray water.
   - Unit shall have two pumps.
   - One soap dispenser, full of soap at time of delivery.
   - One towel dispenser, full of towels at time of delivery.
SECTION 3
TECHNICAL SPECIFICATION

- There shall be one hookup point on the unit to allow for running water hookup, which will be provided by the County.
- Maintenance service for sinks shall be as follows:
  1. For Daily Rental, one (1) per day.
  2. For Weekly Rental, three (3) times per week – Monday, Wednesday & Saturday.
  3. For Monthly Rental, twelve (12) times per month – Monday, Wednesday & Saturday of each week.

3.12 SMALL PORTABLE SANITATION TRAILER (GROUP 9 & 10):

A. General Requirements:
- Unit shall be trailer mounted. All interior surfaces shall be of smooth construction and shall have a non-skid floor. Walls and doors shall have ventilating grilles properly screened and placed at sufficient height to assure privacy.
- Human waste receptacles shall be of a non-absorbent, acid resistant, non-corrosive, easily clearable material, watertight and fly-tight. Holding tanks shall have a minimum capacity of not less than 250 gallons.
- Each side shall have a minimum of one exhaust fan.
- All toilets and urinals shall be able to be flushed.
- Seats or seat covers shall be stable without springs to return to a lift position.
- All units shall be delivered with an adequate supply of full, unopened rolls of toilet paper.
- All units shall be delivered with the towel dispensers full of towels, soap dispensers full of soap and empty towel disposal baskets.
- There shall be a minimum of one hookup point on the trailer to allow for running water hookup, which will be provided by the County.
- Each unit shall have an air conditioning unit that will maintain the inside of the trailer at minimum, constant temperature of 73 degrees Fahrenheit.
- Each toilet shall have one toilet paper dispenser.
- Each side shall have a minimum of one sink, one soap dispenser, one towel dispenser and one towel disposal basket.
- Each toilet paper dispenser shall have one full, unopened roll of toilet paper at time of delivery.
- Each side shall have fluorescent lighting. The County will provide electricity (110 v. 20 amps).
- Doors shall be self-closing.
- Maintenance service for all holding tanks for Portable Sanitation Trailers shall be as follows:
  1. For Daily Rental, one (1) per day
  2. For Weekly Rental, three (3) times per week – Monday, Wednesday & Saturday.
  3. For Monthly Rental, twelve (12) times per month – Monday, Wednesday & Saturday of each week.
  4. Maintenance service as per Section 3.0, paragraph 3.3.

B. Women’s Side: A minimum each of one (1) toilet.

- - 21 - -
C. Men’s Side: A minimum each of one (1) toilet.

3.13 MEDIUM PORTABLE SANITATION TRAILER (ITEM #11 & 12):

A. General Requirements:
- Unit shall be trailer mounted. All interior surfaces shall be of smooth construction and shall have a non-skid floor. Walls and doors shall have ventilating grilles properly screened and placed at sufficient height to assure privacy.
- Human waste receptacles shall be of a non-absorbent, acid resistant, non-corrosive, easily cleanable material, watertight and fly-tight. Holding tanks shall have a minimum capacity of not less than 500 gallons.
- Each side shall have a minimum of one exhaust fan.
- All toilets and urinals shall be able to be flushed.
- Seats or seat covers shall be stable and shall not be sprung to return to a lift position.
- All units shall be delivered with an adequate supply of full, unopened rolls of toilet paper.
- Each side of unit shall have a minimum of: one sink with running water, one soap dispenser, one towel dispenser and one towel disposal basket.
- All units shall be delivered with the towel dispensers full of towels, soap dispensers full of soap and empty towel disposal baskets.
- There shall be a minimum of one hookup point on the trailer to allow for running water hookup, which will be provided by the County.
- Each side shall have a separate air conditioning unit that will maintain the inside of the trailer at minimum, constant temperature of 73 degrees Fahrenheit.
- All toilets shall be private stalls.
- Each toilet shall have one toilet paper dispenser.
- Each toilet paper dispenser shall have one full, unopened roll of toilet paper at time of delivery.
- Each side shall have fluorescent lighting. The County will provide electricity (110 v. 30 amps).
- Doors shall be self-closing.
- Maintenance service for all holding tanks for Portable Sanitation Trailers shall be as follows:
  1. For Daily Rental, one (1) per day.
  2. For Weekly Rental, three (3) times per week – Monday, Wednesday & Saturday.
  3. For Monthly Rental, twelve (12) times per month – Monday, Wednesday & Saturday of each week.
  4. Maintenance services as per Section 3.0, paragraph 3.3.

B. Women's Side: Three (3) toilets minimum:

C. Men’s Side: A minimum of five (5) toilets/urinals in one of the following configurations:
- Two (2) toilets and three (3) urinals, or
Three (3) toilets and two (2) urinals.

3.14 LARGE PORTABLE SANITATION TRAILER (ITEM #13 & 14):

A. General Requirements:
- Unit shall be trailer mounted. All interior surfaces shall be of smooth construction and shall have a non-skid floor. Walls and doors shall have ventilating grilles properly screened and placed at sufficient height to assure privacy.
- Human waste receptacles shall be of a non-absorbent, acid resistant, non-corrosive, easily clearable material, watertight and fly-tight. Holding tanks shall have a minimum capacity of not less 1,500 gallons.
- Each side shall be sufficiently ventilated to eliminate any odor.
- All toilets and urinals shall be able to be flushed.
- Seats or seat covers shall be stable and shall not be sprung to return to a lift position.
- All units shall be delivered with an adequate supply of full, unopened rolls of toilet paper.
- Each side of unit shall have a minimum of: two sinks with running water, one soap dispenser, one towel dispenser and one towel disposal basket.
- All units shall be delivered with the towel dispensers full of towels, soap dispensers full of soap and empty towel disposal baskets.
- There shall be a minimum of one hookup point on the trailer to allow for running water hookup, which will be provided by the County.
- Each side shall have a separate air conditioning unit that will maintain the inside of the trailer at minimum, constant temperature of 73 degrees Fahrenheit.
- All toilets shall be private stalls.
- Each toilet shall have one toilet paper dispenser.
- Each toilet paper dispenser shall have one full, unopened roll of toilet paper at time of delivery.
- Each side shall have fluorescent lighting. The County will provide electricity.
- Doors shall be self-closing.
- Each unit shall have separate entry and exit for each side.
- Maintenance service for all holding tanks for Portable Sanitation Trailers shall be as follows:
  1. For Daily Rental, one (1) per day.
  2. For Weekly Rental, three (3) times per week – Monday, Wednesday & Saturday.
  3. For Monthly Rental, twelve (12) times per month – Monday, Wednesday & Saturday of each week.
  4. Maintenance service as per Section 3.0, paragraph 3.3.

B. Women’s Side: Six toilets (6) minimum

C. Men’s Side: A minimum of seven (7) toilets/urinals in one of the following configurations:
- Four (4) toilets and three (3) urinals, or
- Three (3) toilets and four (4) urinals.

--- 23 ---

Revised 10/24/07
3.15 LUXURY PORTABLE SANITATION TRAILER (ITEM #15 & 16):

A. General Requirements:

- Unit shall be trailer mounted. All interior surfaces shall be of smooth construction and shall have a non-skid floor. Walls and doors shall have ventilating grilles properly screened and placed at sufficient height to assure privacy.
- Human waste receptacles shall be of a non-absorbent, acid resistant, non-corrosive, easily cleareable material, watertight and fly-tight. Holding tanks shall have a minimum capacity of not less than 1,000 uses between services.
- Each side shall have a minimum of one exhaust fan.
- All toilets and urinals shall be able to be flushed.
- Seats or seat covers shall be stable and shall not be sprung to return to a lift position.
- Ladies side shall have full-length mirror and lighted vanity mirror.
- Unit will have carpeted interior both sides.
- Unit shall have self-contained water heaters that are high efficiency with quick recovery.
- Large capacity holding tank with “service required” light.
- All units shall be delivered with an adequate supply of full, unopened rolls of toilet paper.
- Each side of unit shall have a minimum of: One sink with running water, one soap dispenser, one towel dispenser and one towel disposal basket.
- All units shall be delivered with the towel dispensers full of towels, soap dispensers full of soap and empty towel disposal baskets.
- There shall be a minimum of one hook up point on the trailer to allow for running water hookup, which will be provided by the County.
- Each side shall have a separate air conditioning unit with thermostat minimum of 7,000 BTU’s.
- All toilets shall be private stalls.
- Each toilet shall have one toilet paper dispenser.
- Each toilet paper dispenser shall have one full, unopened roll of toilet paper at time of delivery.
- Each side shall have fluorescent and incandescent lighting. The County will provide electricity.
- Doors shall be self-closing.
- Entry and exit ramps shall have handrails.
- Maintenance service for all holding tanks for Portable Sanitation Trailers shall be as follows:
  1. For Daily Rental, one (1) per day.
  2. For Weekly Rental, three (3) times per week – Monday, Wednesday & Saturday.
  3. For Monthly Rental, twelve (12) times per month – Monday, Wednesday & Saturday of each week.
  4. Maintenance services as per Section 3.0, paragraph 3.3.

B. Women’s Side: Three (3) toilets minimum:
C. Men's Side: A minimum of four (4) toilet/urinals in one of the following configurations:
  • One (1) toilet and three (3) urinals, or
  • Two (2) toilets and two (2) urinals
Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
WEDNESDAY
FEBRUARY 06, 2008

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM Date Issued: 1/11/08 This Bid Submittal Consists of
JAS Purchasing Division Pages 26 through 58

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

RENTAL OF PORTABLE CHEMICAL TOILETS
A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE

FIRM NAME: ________________________________________________________________

ACCEPTED ______  HIGHER THAN LOW ______
NON-RESPONSIVE ______  NON-RESPONSIBLE ______
DATE B.C.C. ______  NO BID ______
ITEM NOS. ACCEPTED ______________________________________________________

COMMODITY CODE: 155-70
Sr. Procurement Contracting Agent Jose A Sanchez

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 58 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 58 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE

- 26 -

Revised 10/24/07
**FIRM NAME:**

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**GROUP #1: RENTAL SINGLE (1) TOILET UNITS:**

a. 233 each  
Rental Rate per day; per each single (1) toilet unit, (24-hour period), (1) service call.  
$___________ each X 233 = $___________

b. 203 each  
Rental Rate per week; per each single (1) toilet unit, (Seven (7) 24-hour days) minimum three (3) service calls per week, Monday, Wednesday & Friday.  
$___________ each X 203 = $___________

c. 543 each  
Rental Rate per month; per each single (1) toilet unit, Minimum twelve (12) service calls per month.  
$___________ each X 543 = $___________

Additional cleaning service calls for single toilet units – group #1; a through c:

**Monday thru Friday:**

d. 112 each  
Single (1) toilet units  
$___________ each X 112 = $___________

**Saturday, Sunday, and Holidays:**
e. 120 each  
Single (1) toilet units  
$___________ each X 120 = $___________

**TOTAL FOR GROUP #1 (A THROUGH E):** $___________

**NOTE:** NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

**RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY:**

**NOTE:** PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.
MIAMI-DADE COUNTY

BID SUBMITTAL FOR:

RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME:______________________________________________________

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**BEEPER, TELEPHONE OR CELLULAR NUMBER FOR EMERGENCY REQUEST PER SECTION 3.0; PARAGRAPH 3.9.**

**BEEPER:** __________________________

**TELEPHONE:** __________________________

**CELLULAR:** __________________________
MIAMI-DADE COUNTY  

BID SUBMITTAL FOR:  
RENTAL OF PORTABLE CHEMICAL TOILETS  

FIRM NAME:__________________________________________________________

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GROUP #2: RENTAL TWO (2) TOILET UNITS:

a. 146 each  
   Rental Rate per day; per each two (2) toilet unit, (24-hour period), minimum one (1) service call.
   $___________ each X 146 = $___________

b. 107 each  
   Rental Rate per week; per each two (2) toilet unit, (Seven (7) 24-hour days) minimum three (3) service calls per week; Monday, Wednesday & Friday.
   $___________ each X 107 = $___________

c. 112 each  
   Rental Rate per month; per each two (2) toilet unit,
   Minimum twelve (12) twelve service calls per month.
   $___________ each X 112 = $___________

Additional cleaning service calls for two toilet units – group #2; a through c:

   Monday thru Friday:
   d. 70 each  
      Two toilet units
      $___________ each X 70 = $___________

   Saturday, Sunday, and Holidays:
   e. 70 each  
      Two toilet units
      $___________ each X 70 = $___________

TOTAL FOR GROUP #2 (A THROUGH E): $________________

NOTE: NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY: __________

NOTE: PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.
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**BEEPER:**

**TELEPHONE:**

**CELLULAR:**
BID SUBMITTAL FOR:
RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME: ________________________________

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**GROUP #3: RENTAL THREE (3) TOILET UNITS:**

a. 90 each Rental Rate per day; per each three (3) toilet unit, 
   (24-hour period), minimum one (1) service call. $______________ each X 90 = $___________

b. 69 each Rental Rate per week; per each three (3) toilet unit, 
   (Seven (7) 24-hour days), minimum three (3) service 
   calls per week. Monday, Wednesday & Friday. $______________ each X 69 = $___________

c. 26 each Rental Rate per month; per each three (3) toilet unit, 
   minimum twelve (12) service calls per month. $______________ each X 26 = $___________

*Additional cleaning service calls for three toilet units – group #3; a through c:*

**Monday thru Friday:**

d. 80 each Three toilet units $______________ each X 80 = $___________

**Saturday, Sunday, and Holidays:**

e. 40 each Three toilet units $______________ each X 40 = $___________

**TOTAL FOR GROUP #3 (A THROUGH E): $______________**

**NOTE:** NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

**RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY:** _____________

**NOTE:** PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.

--- 31 ---

Revised 10/24/07
BID SUBMITTAL FOR:  
RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME: ____________________________

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BEEPER: ____________________________

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MIAMI-DADE COUNTY

BID SUBMITTAL FOR:

RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME:__________________________

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**GROUP #4: RENTAL FOUR (4) TOILET UNITS:**

a. 88 each Rental Rate per day; per each four (4) toilet unit, (24-hour period), minimum one (1) service call.

b. 51 each Rental Rate per week; per each four (4) toilet unit, (Seven (7) 24-hour days), minimum three (3) service calls per week, Monday, Wednesday & Friday.

c. 50 each Rental Rate per month; per each four (4) toilet unit, minimum twelve (12) service calls per month.

Additional cleaning service calls for four toilet units – group #4; a through c:

d. 40 each Four toilet units

e. 60 each Four toilet units

**TOTAL FOR GROUP #4 (A THROUGH E):** $__________

**NOTE:** NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

**RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY:** __________

**NOTE:** PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.

--- 33 ---

Revised 10/24/07
BID SUBMITTAL FOR:
RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME: ________________________________

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Revised 10/24/07
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RENTAL OF PORTABLE CHEMICAL TOILETS

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GROUP #5: RENTAL OF ACCESSIBLE SINGLE (1) TOILET:

a. 58 each Rental Rate per day; per each single unit, (24-hour period) minimum one (1) service call.
   $__________ each X 58 = $__________

b. 39 each Rental Rate per week; per each single unit, (seven (7) 24-hour days) minimum three (3) service calls per week, Monday, Wednesday & Friday.
   $__________ each X 39 = $__________

c. 31 each Rental Rate per month; per single unit, with service calls minimum twelve (12) service calls per month.
   $__________ each X 31 = $__________

Additional cleaning service calls for single accessible toilet unit – group #5; a through e:

Monday thru Friday:

d. 38 each Single accessible toilet unit
   $__________ each X 38 = $__________

Saturday, Sunday, and Holidays:
e. 44 each Single accessible toilet unit
   $__________ each X 44 = $__________

TOTAL FOR GROUP #5 (A THROUGH E): $_______________

NOTE: NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE
RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY: ____________

NOTE: PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.

--- 35 ---

Revised 10/24/07
BID SUBMITTAL FOR:
RENTAL OF PORTABLE CHEMICAL TOILETS

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BEEPER: __________________________

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CELLULAR: _________________________
BID SUBMITTAL FOR:
RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME: ____________________________

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<th>Unit price each</th>
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<tr>
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<td>GROUP #6: RENTAL OF ACCESSIBLE SINGLE (1) TOILET WITH LAVATORY:</td>
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</tr>
<tr>
<td>a. 50 each</td>
<td>Rental Rate per day; per each single unit, (24-hour period) minimum one (1)</td>
<td>$___________</td>
<td>$______</td>
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<tr>
<td></td>
<td>service call.</td>
<td>each X 50</td>
<td></td>
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<tr>
<td>b. 9 each</td>
<td>Rental Rate per week; per each single unit, (seven (7) 24-hour days) minimum</td>
<td>$___________</td>
<td>$______</td>
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<tr>
<td></td>
<td>three (3) service calls per week, Monday, Wednesday &amp; Friday.</td>
<td>each X 9</td>
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<td>Additional cleaning service calls for single accessible toilet unit - group #6; a through b:</td>
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<td></td>
<td>Monday thru Friday:</td>
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<tr>
<td>c. 10 each</td>
<td>Single accessible toilet unit with lavatory</td>
<td>$___________</td>
<td>$______</td>
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<td></td>
<td></td>
<td>each X 10</td>
<td></td>
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<td></td>
<td>Saturday, Sunday, and Holidays:</td>
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<tr>
<td>d. 10 each</td>
<td>Single accessible toilet unit with lavatory</td>
<td>$___________</td>
<td>$______</td>
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<td></td>
<td></td>
<td>each X 10</td>
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TOTAL FOR GROUP #6 (A THROUGH D): $____________________

NOTE: NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY: ___________

NOTE: PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.
BID SUBMITTAL FOR:
RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME:___________________________________________________________

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**BEEPER, TELEPHONE OR CELLULAR NUMBER FOR EMERGENCY REQUEST PER SECTION 3.0; PARAGRAPH 3.9.**

BEEPER: __________________________________________
TELEPHONE: _______________________________________
CELLULAR: ________________________________________
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<td><strong>GROUP #7: 250-GALLON HOLDING TANK, as per specifications on paragraph 3.10:</strong></td>
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<tr>
<td>a. 30 each</td>
<td>Rental Rate per day; per each.</td>
<td>$__________ each</td>
<td>30 = $__________</td>
</tr>
<tr>
<td>b. 15 each</td>
<td>Rental Rate per week; per each.</td>
<td>$__________ each</td>
<td>15 = $__________</td>
</tr>
<tr>
<td>c. 33 each</td>
<td>Rental Rate per month; per each.</td>
<td>$__________ each</td>
<td>33 = $__________</td>
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<td><strong>Additional Cleaning Service Calls for 250-Gallon Holding Tank – group #7; a through c:</strong></td>
<td></td>
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<tr>
<td>d. 3 each</td>
<td>250-Gallon Holding Tanks:</td>
<td>$__________ each</td>
<td>3 = $__________</td>
</tr>
<tr>
<td>e. 3 each</td>
<td>250-Gallon Holding Tanks:</td>
<td>$__________ each</td>
<td>3 = $__________</td>
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</tbody>
</table>

**TOTAL FOR GROUP #7 (A THROUGH E): $__________**

**NOTE:** NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

**RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY:**

**NOTE:** PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.

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**FIRM NAME:**

**RENTAL OF PORTABLE CHEMICAL TOILETS**

**BEEPER:**

**TELEPHONE:**

**CELLULAR:**

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**REVISED 10/24/07**
MIAMI-DADE COUNTY

BID SUBMITTAL FOR:
RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME: _____________________________________________

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GROUP #8: TWO STATION SINK UNITS, as per specification on paragraph 3.11.

a. 5 each Rental Rate per day; per each. $__________ each X 5 = $__________
b. 5 each Rental Rate per week; per each. $__________ each X 5 = $__________
c. 4 each Rental Rate per month; per each. $__________ each X 4 = $__________

Additional Cleaning Service Calls for Two Station Sink Units – group #8; a through c:

Monday through Friday:
d. 3 each Two station sink unit: $__________ each X 3 = $__________

Saturdays, Sundays & Holidays:
e. 3 each Two station sink unit: $__________ each X 3 = $__________

TOTAL FOR GROUP #8 (A THROUGH E): $__________________

NOTE: NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY: __________

NOTE: PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.

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MIAMI-DADE COUNTY

BID SUBMITTAL FOR:
RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME:_________________________________________________________

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<td>Cellular:</td>
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--- 42 ---

Revised 10/24/07
BID NO.: 6118-4/13

RENTAL OF PORTABLE CHEMICAL TOILETS

GROUP #9: RENTAL OF SMALL PORTABLE SANITATION TRAILER UNITS, as per specification on paragraph 3.12.

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<tr>
<td>a. 8 each</td>
<td>Rental Rate per day; per each.</td>
<td>$__________ each X 8 = $__________</td>
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<td>b. 19 each</td>
<td>Rental Rate per week; per each.</td>
<td>$__________ each X 19 = $__________</td>
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<td>c. 2 each</td>
<td>Rental Rate per month; per each.</td>
<td>$__________ each X 2 = $__________</td>
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Additional Cleaning Service Calls for Small Portable Sanitation Trailer Units – group #9: a through c:

| d. 5 each    | Small Portable Sanitation Trailer Units          | $__________ each X 5 = $__________ |
| e. 5 each    | Small Portable Sanitation Trailer Units          | $__________ each X 5 = $__________ |

TOTAL FOR GROUP #9 (A THROUGH E): $__________

NOTE: NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY: ___________

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MIAMI-DADE COUNTY

BID NO.: 6118-4/13

BID SUBMITTAL FOR:

RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME: ________________________________

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GROUP #10: RENTAL OF SMALL PORTABLE SANITATION TRAILER UNITS, as per specification on paragraph 3.12. (AVIATION ONLY)

a. 48 each Rental Rate per month; per each.  
   $___________ each X 48 = $_________

Additional Cleaning Service Calls for Small Portable Sanitation Trailer Units – group #10; item a:

Monday through Friday:

b. 24 each Small Portable Sanitation Trailer Units  
   $___________ each X 24 = $_________

Saturdays, Sundays & Holidays:

c. 12 each Small Portable Sanitation Trailer Units  
   $___________ each X 12 = $_________

TOTAL FOR GROUP #10 (A THROUGH C): $__________________

THE PRICE ABOVE SHALL REFLECT A DISCOUNT FOR LOCATION AND CONVENIENCE AT MIAMI INTERNATIONAL AIRPORT FOR GROUP #10; item a - c.

Discount: ______ %

NOTE: THIS DISCOUNT APPLIES ONLY TO UNITS AT MIAMI INTERNATIONAL AIRPORT. THESE UNITS ARE IN A CENTRALLIZED LOCATION AND IN PROXIMITY TO EACH OTHER, THUS ALLOWING FOR EASIER SERVICING.

NOTE: NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY: ____________

--- 45 ---

Revised 10/24/07
FIRM NAME: ______________________________________

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NOTE: PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.

BEEPER, TELEPHONE OR CELLULAR NUMBER FOR EMERGENCY REQUEST PER SECTION 3.0; PARAGRAPH 3.9.

BEEPER: ____________________________
TELEPHONE: _________________________
CELLULAR: _________________________
FIRM NAME: ________________________________

GROUP #11: RENTAL OF MEDIUM PORTABLE SANITATION TRAILER UNITS, as per specifications on paragraph 3.13.

a. 4 each Rental Rate per day; per each. $__________ each X 4 = $__________
b. 4 each Rental Rate per week; per each. $__________ each X 4 = $__________

Additional Cleaning Service Calls for Medium Portable Sanitation Trailer Units – group #11; a through b:

Monday through Friday:

   c. 2 each Medium Portable Sanitation Trailer Units $__________ each X 2 = $__________

Saturdays, Sundays & Holidays:

   d. 2 each Medium Portable Sanitation Trailer Units $__________ each X 2 = $__________

TOTAL FOR GROUP #11 (A THROUGH D): $________________

NOTE: NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY: _____________

NOTE: PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.

BEEPER, TELEPHONE OR CELLULAR NUMBER FOR EMERGENCY REQUEST PER SECTION 3.0; PARAGRAPH 3.9.
BID SUBMITTAL FOR:
RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME: ____________________________________________________________

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- 48 -

Revised 10/24/07
BID SUBMITTAL FOR:
RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME: ________________________________

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GROUP #12: RENTAL OF MEDIUM PORTABLE SANITATION TRAILER UNITS, as per specifications on paragraph 3.13. (AVIATION ONLY)

a. 120 each Rental Rate per month; per each.  
   $__________ each X 120 = $__________

Additional Cleaning Service Calls for Medium Portable Sanitation Trailer Units – group #12 a:

Monday through Friday:

b. 24 each Small Portable Sanitation Trailer Units  
   $__________ each X 24 = $__________

Saturdays, Sundays & Holidays:
c. 24 each Small Portable Sanitation Trailer Units  
   $__________ each X 24 = $__________

TOTAL FOR GROUP #12 (A THROUGH C): $______________

THE PRICE ABOVE SHALL REFLECT A DISCOUNT FOR LOCATION AND CONVENIENCE AT MIAMI INTERNATIONAL AIRPORT FOR GROUP #12; item a - c.

Discount: _____ %

NOTE: THIS DISCOUNT APPLYES ONLY TO UNITS AT MIAMI INTERNATIONAL AIRPORT. THESE UNITS ARE IN A CENTRALIZED LOCATION AND IN PROXIMITY TO EACH OTHER, THUS ALLOWING FOR EASIER SERVICING.

NOTE: NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY: _________
MIAMI-DADE COUNTY

BID SUBMITTAL FOR:

RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME: ____________________________________________________________

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NOTE: PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.

BEEPER, TELEPHONE OR CELLULAR NUMBER FOR EMERGENCY REQUEST PER SECTION 3.0; PARAGRAPH 3.9.

BEEPER: ____________________________

TELEPHONE: ____________________________

CELLULAR: ____________________________

- 50 -

Revised 10/24/07
**FIRM NAME:**

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<td><strong>GROUP #13. RENTAL OF LARGE PORTABLE SANITATION TRAILER UNITS, as per specification on paragraph 3.14.</strong></td>
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<tr>
<td>a. 2 each</td>
<td>Rental Rate per day; per each.</td>
<td>$__________ each X 2 = $__________</td>
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<tr>
<td>b. 5 each</td>
<td>Rental Rate per week; per each.</td>
<td>$__________ each X 5 = $__________</td>
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<td>c. 9 each</td>
<td>Rental Rate per month; per each.</td>
<td>$__________ each X 9 = $__________</td>
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**Additional Cleaning Service Calls for Large Portable Sanitation Trailer Units – group #13; a through c:**

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<td>d. 2 each</td>
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<td>$__________ each X 2 = $__________</td>
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**Saturdays, Sundays & Holidays:**

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<td>e. 2 each</td>
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<td>$__________ each X 2 = $__________</td>
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**TOTAL FOR GROUP #13 (A THROUGH E):** $______________

**NOTE:** NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

**RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY:** ___________

**NOTE:** PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.

**BEEPER, TELEPHONE OR CELLULAR NUMBER FOR EMERGENCY REQUEST PER SECTION 3.0; PARAGRAPH 3.9.**
BID NO.: 6118-4/13

MIAMI-DADE COUNTY

BID SUBMITTAL FOR:
RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME: _____________________________________________________________

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Revised 10/24/07
GROUP #14. RENTAL OF LARGE PORTABLE SANITATION TRAILER UNITS, as per specification on paragraph 3.14 – (AVIATION ONLY)

a. 12 each Rental Rate per day; per each. $__________ each X 12 = $__________

THE PRICE ABOVE SHALL REFLECT A DISCOUNT FOR LOCATION AND CONVENIENCE AT MIAMI INTERNATIONAL AIRPORT FOR GROUP #12; item a.

Discount: _____ %

NOTE: THIS DISCOUNT APPLIES ONLY TO UNITS AT MIAMI INTERNATIONAL AIRPORT. THESE UNITS ARE IN A CENTRALIZED LOCATION AND IN PROXIMITY TO EACH OTHER, THUS ALLOWING FOR EASIER SERVICING.

NOTE: NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY: __________

NOTE: PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.

BEEPER, TELEPHONE OR CELLULAR NUMBER FOR EMERGENCY REQUEST PER SECTION 3.0; PARAGRAPH 3.9.

BEEPER: __________________________
TELEPHONE: _______________________
CELLULAR: ________________________
GROUP #15. RENTAL OF LUXURY PORTABLE SANITATION TRAILER UNITS, as per specification on paragraph 3.15.

a.  2 each Rental Rate per day; per each.  $___________ each  X  2  =  $___________

b.  2 each Rental Rate per week; per each.  $___________ each  X  2  =  $___________

Additional Cleaning Service Calls for Luxury Portable Sanitation Trailer Units – group #15; a through b:

Monday through Friday:

c.  2 each Luxury Portable Sanitation Trailer Units  $___________ each  X  2  =  $___________

Saturdays, Sundays & Holidays:

d.  2 each Luxury Portable Sanitation Trailer Units  $___________ each  X  2  =  $___________

TOTAL FOR GROUP #15 (A THROUGH D): $___________

NOTE: NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

RESPONSE TIME AFTER RECEIPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY: __________

NOTE: PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.

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BID SUBMITTAL FOR:
RENTAL OF PORTABLE CHEMICAL TOILETS

FIRM NAME: ____________________________________________

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GROUP #16. RENTAL OF LUXURY PORTABLE SANITATION TRAILER UNITS, as per specification on paragraph 3.15. -- (AVIATION ONLY)

a. 12 each Rental Rate per day; per each. $___________ each X 12 = $__________

THE PRICE ABOVE SHALL REFLECT A DISCOUNT FOR LOCATION AND CONVENIENCE AT MIAMI INTERNATIONAL AIRPORT FOR GROUP #16; item a.

Discount: ______ %

NOTE: THIS DISCOUNT APPLIES ONLY TO UNITS AT MIAMI INTERNATIONAL AIRPORT. THESE UNITS ARE IN A CENTRALIZED LOCATION AND IN PROXIMITY TO EACH OTHER, THUS ALLOWING FOR EASIER SERVICING.

NOTE: NO "MINIMUM" RENTAL TIME SHALL BE ACCEPTABLE

RESPONSE TIME AFTER RECEPT OF ORDER FOR OPTIONAL SERVICE CALLS ONLY: ________

NOTE: PRICES QUOTED SHALL INCLUDE ANY AND ALL CHARGES SUCH AS TRANSPORTATION, HANDLING OR INSTALLATION EXPENSES THAT MIGHT BE INCURRED. NO ADDITIONAL CHARGES SHALL BE ACCEPTED BY MIAMI-DADE COUNTY ON THIS CONTRACT.

BEEPER, TELEPHONE OR CELLULAR NUMBER FOR EMERGENCY REQUEST PER SECTION 3.0: PARAGRAPH 3.9.

BEEPER: ____________________________
TELEPHONE: ____________________________
CELLULAR: ____________________________
SECTION 4
BID SUBMITTAL FOR:
RENTAL OF PORTABLE CHEMICAL TOILETS
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHERVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated ___________________________
Addendum #2, Dated ___________________________
Addendum #3, Dated ___________________________
Addendum #4, Dated ___________________________
Addendum #5, Dated ___________________________
Addendum #6, Dated ___________________________
Addendum #7, Dated ___________________________
Addendum #8, Dated ___________________________

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: __________________________________________

AUTHORIZED SIGNATURE: _________________________ DATE: ____________

TITLE OF OFFICER: ___________________________________
By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submitting a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(c) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase Program of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interested in participating in the Joint Purchase Program of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____________ No ______________

and

B. If awarded this County contract, would you be interested in participating in the Joint Purchase Program of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____________ No ______________

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, by checking one of the following blocks, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.

Firm Name:

______________________________

Street Address:

______________________________

Mailing Address (if different):

______________________________

Telephone No. __________________ Fax No. __________________

Email Address: __________________ FEIN No. ____________

Prompt Payment Terms: ______% ______ days net ______ days

(Please see paragraph 1.2 H of General Terms and Conditions) **"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"**

Signature: ________________________________

(Signature of authorized agent)

Print Name: ____________________________

Title: ________________________________

Failure to sign this page shall render your Bid non-responsive.

- 58 -

Revised 10/24/07
APPENDIX

AFFIDAVITS

FORMAL BIDS
MIAMI-DADE COUNTY BID AFFIDAVITS

- DISABILITY NONDISCRIMINATION AFFIDAVIT
  (Resolution R-385-95)

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.


The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 1601-1631

- MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
  (Ordinance 93-129) See Section 1 (1.3H)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

- MIAMI-DADE COUNTY COLLECTION OF TAXES,
  FEES AND PARKING TICKETS AFFIDAVIT
  (Ordinance 95-178) Section 1 (1.3 E)

I, being first duly sworn state that in compliance with the procedures contained in Section 2-3.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

- AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES
  ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO
  MIAMI-DADE COUNTY
  (Ordinance 99-162) See Section 1 (1.3 N)

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.
MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE
AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING
TO AFFIDAVITS ON PAGES 1 AND 2

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: ___________________________________________ Date ___________ 20____
    Signature of Affiant

___________________________________________________________
    Printed Name of Affiant and Title

___________________________________________________________
    Federal Employer Identification Number

___________________________________________________________
    Printed Name of Firm

___________________________________________________________
    Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this ______ day of ________, 20____

He/She is personally known to me or has presented __________________________ as identification.

__________________________
    Type of identification

___________________________________________________________
    Signature of Notary

___________________________________________________________
    Serial Number

___________________________________________________________
    Print or Stamp Name of Notary

___________________________________________________________
    Expiration Date

Notary Public – State of ___________________________

___________________________________________________________
    Notary Seal
LIVING WAGE AFFIDAVIT
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is $9.81 per hour plus health benefits as described in the ordinance, or $11.23 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section “C” (Indexing).

By: ________________________________  __________________________
    Signature of Affiant  Date 20

________________________________
    Printed Name of Affiant and Title

  / - / / / / / / / /
    Federal Employer Identification Number

_______________________________
    Printed Name of Firm

_______________________________
    Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this ______ day of ________, 20__

He/She is personally known to me or has presented __________________________ as identification.

_______________________________
    Signature of Notary

_______________________________
    Serial Number

_______________________________
    Print or Stamp Name of Notary

_______________________________
    Expiration Date

Notary Public – State of ___________
AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the bidder of this contract:

☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. __________________________ and the expiration date of __________________________.

☐ had annual gross revenues in excess of $5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.

☐ had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: ____________________________________ Signature ________________________________

Witness: ____________________________________ By: ________________________________

Signature ________________________________ Legal Name and Title ________________________________

The foregoing instrument was acknowledged before me this _____ day of __________________________, 20____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: ____________________________________

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: ____________________________________ having the title of ________________________________

with ________________________________

☐ a ________________________________ corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.
CODE OF BUSINESS ETHICS
Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully complaint with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: ___________________________  ___________________________ 20___
    Signature of Affiant                     Date

_______________________________  ___________________________ Federal Employer Identification Number
    Printed Name of Affiant and Title

_______________________________
    Printed Name of Firm

_______________________________
    Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this ______ day of ________, 20___

He/She is personally known to me or has presented ____________________________ as identification.

_______________________________
    Signature of Notary

_______________________________
    Serial Number

_______________________________
    Print or Stamp Name of Notary

_______________________________
    Expiration Date

Notary Public — State of _______________

_______________________________
    Notary Seal
FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

_____________________________  _________________________
Signature                        Date
**SUBCONTRACTOR/SUPPLIER LISTING**  
(Ordinance 97-104)

**Firm Name of Prime Contractor/Respondent:**

**Bid No.:**

**Title:**

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word “NONE” under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Subcontractor/Subconsultant</th>
<th>Principal Owner</th>
<th>Scope of Work to be Performed by Subcontractor/Subconsultant</th>
<th>(Principal Owner) Gender</th>
<th>Race</th>
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<tr>
<th>Business Name and Address of Direct Supplier</th>
<th>Principal Owner</th>
<th>Supplies/Materials/Services to be Provided by Supplier</th>
<th>(Principal Owner) Gender</th>
<th>Race</th>
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I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Prime Contractor/Respondent's Signature

Print Name (Duplicate if additional space is needed)

Print Title

Date

FORM 100

Page 7 of 8

Revised 01/15/04
### MINIMUM CERTIFIED CONTENT

<table>
<thead>
<tr>
<th>Bid Item Number</th>
<th>RECYCLED PRODUCTS</th>
<th>RECOVERED MATERIALS</th>
<th>RECYCLABLE PRODUCTS</th>
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<tbody>
<tr>
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<td>% Composition</td>
<td>Type of Material</td>
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### DEFINITIONS

"Recycled Material" shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

"Recycled Product" shall be defined as any product which is in whole or in part composed of recovered materials.

"Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

"Waste Reducing Product" shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

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<td>ADDRESS</td>
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<tr>
<td>CITY</td>
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<tr>
<td>SIGNATURE</td>
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RESOLUTION NO. 03-647

A RESOLUTION OF THE MIAMI CITY COMMISSION APPROVING THE CONTRACT FOR RENTAL OF PORTABLE TOILETS FROM VARIOUS VENDORS FOR THE PURCHASING DEPARTMENT, TO BE UTILIZED CITYWIDE BY VARIOUS USER DEPARTMENTS AND AGENCIES, UNDER EXISTING MIAMI-DADE COUNTY CONTRACT NO. 6118-3/07, EFFECTIVE THROUGH APRIL 30, 2005, SUBJECT TO ANY EXTENSIONS BY MIAMI-DADE COUNTY; ALLOCATING FUNDS FROM THE OPERATING BUDGETS OF THE VARIOUS USER DEPARTMENTS AND AGENCIES, SUBJECT TO BUDGETARY APPROVAL.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The bids of Various Vendors for rental of portable toilets for the Purchasing Department, to be utilized Citywide by various user departments and agencies is approved, under existing Miami-Dade County Contract No. 6118-3/07, effective through April 30, 2005, subject to any extensions by Miami-Dade County, with funds allocated from the Operating Budgets of the various user departments and agencies, subject to budgetary approval.
Section 2. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.¹

PASSED AND ADOPTED this 12th day of June, 2003.

[Signature]
MANUEL A. DIAZ, MAYOR

ATTEST:

[Signature]
PRISCILLA A. THOMPSON
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
ALEJANDRO VILARELLO
CITY ATTORNEY

¹ If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.
A RESOLUTION OF THE MIAMI CITY COMMISSION AUTHORIZING THE PROVISION OF THE RENTAL OF PORTABLE TOILETS, FROM VARIOUS VENDORS UNDER EXISTING MIAMI-DADE COUNTY CONTRACT NO. 6118-4/13, EFFECTIVE THROUGH MAY 31, 2009, WITH OPTIONS TO RENEW FOR FOUR (4) ADDITIONAL ONE (1) YEAR PERIODS, SUBJECT TO ANY EXTENSIONS AND/OR REPLACEMENT CONTRACTS BY MIAMI-DADE COUNTY; ALLOCATING FUNDS FROM THE VARIOUS SOURCES OF FUNDS FROM THE USER DEPARTMENTS AND AGENCIES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The provision of the rental of portable toilets, from various vendors, under existing Miami-Dade County Contract No. 6118-4/13, effective through May 31, 2009, with options to renew for four (4) additional one (1) year periods, subject to any extensions and/or replacement contracts by Miami-Dade County, is authorized, with funds allocated from the various sources of funds from the user departments and agencies, subject to the availability of funds and budgetary approval at the time of need.

Section 2. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {1}