

**STATEMENT OF WORK  
PORTABLE TOILETS & SEPTIC SYSTEM WASTE REMOVAL SERVICES  
IFB 6100031562, SUPPLEMENTAL BID 1**

**THIS SUPPLEMENTAL IFB 6100031562 IS FOR NEW SUPPLIERS ONLY. BIDS WILL NOT BE ACCEPTED FROM CONTRACTORS CURRENTLY ON PARENT CONTRACT 4400010643.**

- A. CONTRACT SCOPE/OVERVIEW:** This Invitation for bid (IFB) (identified here and in the other documents as the "Contract") will cover the requirements of the Commonwealth of Pennsylvania agencies (Statewide) for Portable Toilets and Septic Waste Removal Services.

The Contractor will be required to provide Rental of Portable Toilets and/or Septic System Waste Removal Services. The intent of this contract is to obtain the most competitive prices for these services for permanent and/or temporary locations within the Commonwealth of Pennsylvania.

- B. TERM OF CONTRACT:** The term of contract is for a two (2) year period.

- C. METHOD OF AWARD:** This will be a multiple award Contract. The Commonwealth will award a Contract to all responsible and responsive Bidders who meet the eligibility requirements. Award of a Contract only renders an awarded Contractor to be eligible to perform services under the Contract. There is no guarantee that the award of a Contract will result in the award of a Purchase Order. When services are needed, Using Agencies shall select Contractors for required service based on a Best Value Determination (see M. Best Value Determination for further details).

- D. MINIMUM ORDER:** The minimum order quantity for each service under this Contract shall be:

- one (1) unit (Rental w/Cleaning)
- one (1) additional cleaning for both Rental and Commonwealth owned units
- one (1) unit (Relocation)
- two hundred fifty gallons (250) pumping for septic systems

- E. PRICING:** Bidders must provide in Attachment A, Price Submittal Sheet their firm fixed price for services delivered to any location within a specific county as listed Attachment A, Price Submittal Sheet. Failure by a Bidder to meet the above requirement may result in their bid being deemed non-responsive.

Attachment A, Price Submittal Sheet is broken down by county and service type. Bidders must be able to provide service for all services in which they submit pricing.

Pricing will be firm, fixed from the effective date of the initial contract term and shall not increase during the initial contract term. For the optional renewal periods, pricing may be adjusted in accordance with the Renewal Clause in the Contract Terms and Conditions.

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The pricing reflected on the Purchase Document at the time that Purchasing Document is created shall be the price that is invoiced.

**Septic Waste Disposal Price Increase:** In the event that a septic waste removal contractor's disposal site (i.e. local water or sewer authority, etc.) fees increase and present a hardship, the Contractor(s) may submit a request to increase their pricing to compensate for that hardship. Supporting documentation from the local authority and justification for the hardship will need to accompany the request for an increase. All requests and supporting documentation must be submitted to the Contracting Officer for consideration. If approved, notification will be provided to Commonwealth Using Agencies informing them of the price increase and the Internal Commonwealth (Material/Service Contract Catalog [MSCC]) Contract Catalog will be updated with the new pricing. Once the price increase is approved, Using Agencies will adjust their purchase orders to reflect the new pricing.

- F. GEOGRAPHIC COVERAGE:** The Geographic Coverage will be based on the completion of Attachment A, Price Submittal Sheet to identify the counties of Pennsylvania in which you will provide services. This form shall be completed and submitted with your bid. Failure to do so may result in rejection of the bid.

At no time may a Contractor unilaterally change the locations of service under a Contract. Contractors may, on an annual basis, add or remove locations of service. All requests for addition or deletion of locations, products, and services must be approved in advance by the Contracting Officer.

- G. ADDITION/DELETION OF PRODUCTS:** The Contractor is responsible for notifying the Contracting Officer of discontinued services in a timely manner. If a service is discontinued, the Contractor may propose an equivalent service in its place for the same price. DGS, in its sole discretion, shall determine if the proposed service is an equivalent. If the Contractor cannot provide an acceptable equivalent service, DGS may remove the service from the contract.

Additional line items that are reasonably construed to be within the scope of this procurement may be added to the contract at the request of the using agencies. In the event DGS determines the additional service(s) should be added, the following procedures will be followed. DGS will contact the awarded Contractor and give them the opportunity to provide the service(s). The awarded Contractor will submit pricing for the new service(s) DGS will review the pricing and determine if it is fair and reasonable. If the pricing is deemed fair and reasonable, a change will be made to the contract adding the service(s). At no point is the Contractor allowed to unilaterally change services or pricing.

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Approval must be granted by the Department of General Services, Bureau of Procurement. Orders will be monitored to ensure compliance. Failure to comply may result in termination of the contract.

- H. SECURITY: (For Department of Corrections' Deliveries Only)** All contractors who utilize regular delivery transportation must submit Department of Correction's (DOC) clearances for all drivers and their sub-contractor's drivers (*regardless if delivery is inside or outside of the fence*). Common carriers providing these delivery services will not be required to render clearance certificates, however are also subject to search and escort procedures. ALL CARRIERS reporting to outside warehouses must turn off engine and secure their vehicle (*windows closed and doors locked*) to include wheel chocks, sign in at warehouse and wait for further directions from Correctional staff. The following link will provide instruction on requesting DOC clearance.

[http://www.cor.state.pa.us/portal/server.pt/community/clearance\\_request/20648](http://www.cor.state.pa.us/portal/server.pt/community/clearance_request/20648)

- I. PERFORMANCE:** The following specifications and service requirements apply to all rentals of Standard and ADA Portable Toilets, Relocation of Units, Extra Cleanings and/or Septic System Waste Removal Services.
- J. SPECIFICATIONS:** Provide Portable Toilets and Septic System Waste Removal Services to the Commonwealth of Pennsylvania agencies (Statewide). The following shall indicate MINIMUM requirements for Portable Toilet & Septic System Waste Removal Services.

**Standard Size Portable Toilet (Rental):** High capacity polyethylene construction with vent stack, self-closing door with interior lock and "occupied" indicator. Sufficient paper capacity to coincide with standard cleaning scheduled replenishment including hand sanitizer (with less than 5% total alcohol content). Portable toilets are to be compliant with all applicable codes, regulations, and industry standards, including disposal.

**Handicap Size Portable Toilet (Rental):** High capacity polyethylene construction with vent stack, self-closing door with ADA compliant interior lock and "occupied" indicator, ADA compliant grab bars and turning space. Sufficient paper capacity to coincide with standard cleaning scheduled replenishment including hand sanitizer (with less than 5% total alcohol content). Portable toilets are to be compliant with all applicable codes, regulations, and industry standards, including disposal; specifically the Americans with Disabilities Act, Americans with Disabilities Act Accessibility Guidelines and ANSI A117.1 specifications for making buildings and facilities accessible to and usable by physically handicapped people.

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- K. SERVICE REQUIREMENTS (RENTALS):** Portable toilets are to be serviced once per week as part of the weekly and monthly rental fees. Service shall include, but not be limited to, the following.
- a) Units shall be serviced as per the scheduled requirements listed with each Purchase Order.
  - b) Service shall include the complete removal of wastes, replacement of chemically treated water (treatment to include anti-freeze as necessary), thorough cleaning and disinfection of units (all exposed surfaces), replacement of supplies, repairs to units and equipment, and all other services necessary to maintain a neat and sanitary unit.
  - c) The contractor shall dispose of all wastes to the satisfaction of the agency.
  - d) The contractor shall be responsible for repairs and replacement of units due to damage resulting from vandalism, accident, storm, or otherwise. Repairs or replacement of the unit shall be made by the contractor within twenty-four (24) hours of notification in order to ensure uninterrupted service.
  - e) Removal of units shall be done within a two (2) week period upon notification by the using agency.
  - f) The contractor shall properly dispose of trash that has been left in the units. The contractor shall work with the using agency to determine the most reasonable and advantageous method to dispose of trash at their location.
  - g) All portable toilets, including handicap units shall be a minimum 50 gal. capacity. All portable units, including handicap units, shall be equipped with hand sanitizing stations.
  - h) The contractor must be available to respond to weekend and holiday service needs and/or problems.
  - i) The contractor shall be responsible for keeping hand sanitizing dispensers filled (with less than 5% total alcohol content).
  - j) Deodorant blocks installed and replenished.
  - k) Toilet tissue dispensers are to be fully restocked.
  - l) Remove any graffiti applied to any portion of the portable toilet.
  - m) Inspect and repair any element of the portable toilet as necessary.
  - n) Clean exterior as necessary.

**Additional Weekly Cleaning Service Requirements for Rentals and Commonwealth owned Portable Toilet Units:** Additional weekly cleaning

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services shall encompass the service requirements under section K for both rented and Commonwealth owned portable toilet units.

**Relocation of Portable Toilet Units:** Portable Toilet Units shall be moved from one location to another as requested by the ordering agency on an as needed basis. Relocation of units shall be done within a one (1) week period upon notification by the Using Agency.

**Removal of Septic Systems Waste:** Septic Systems Waste Removal shall be to pump, haul and dispose of septic systems waste as requested by the ordering agency on an as needed basis. Manifests are required and should be submitted to the agency. The manifests must also be submitted with invoices.

- L. DELIVERY REQUIREMENT:** The awarded Contractor(s) are required to deliver units no later than (5) five calendar days after receipt of purchase order for the initial installation of Portable Toilet Units.

The Septic System Waste Removal pumping must take place within 48 hours of receipt of the initial purchase order, excluding weekends and holidays.

It is the supplier(s) responsibility to set-up, secure and ensure the unit(s) is operable and serviceable at all times. Any specific delivery arrangements must be made between the Contractor and ordering agency.

Rental units delivered in an unserviceable condition are unacceptable and will be refused.

If a Contractor has a 24 hour call out phone number, please provide the number to Commonwealth Agencies. Emergency calls will be charged at the Contractor's standard contracted rate.

- M. BEST VALUE DETERMINATION:** Using Agencies shall make a best value determination based on the pricing submitted on Attachment-A – Price Submittal sheet for required services in their geographic area. For purposes of this contract, best value has been determined to be low contract price and availability. The using Agencies will have an option to solicit all Contractors providing services in their geographic area for a request for quote (RFQ) to obtain lower pricing than that provided in Attachment-A – Price Submittal sheet. Awarded Contractors may not quote a higher rate than that provided in Attachment-A, Price Submittal Sheet.

- N. BLANKET PURCHASE ORDERS:** Using Agencies may issue Blanket Purchase Orders against this Contract. Such orders may cover all anticipated requirements for a set period of time (i.e., month, quarter, or year.) These orders constitute the Contractor's authority to perform the services at the requesting agency site(s). All Blanket Purchase Orders received by the

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Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Blanket Purchase Order and the Contract. The period of performance under any Blanket Purchase Order can extend beyond the expiration date of the Contract, but cannot exceed the performance time periods specified in the Blanket Purchase Order. While no Blanket Purchase Orders can be issued under the Contract after the expiration date, the Contract does not expire and continues to be in effect for all existing Purchase Orders until the performance time periods of the existing orders have expired. Each Blanket Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Contracting agencies may select any number of or all goods and services covered under the scope of this Contract based on their specific need and in accordance with this Statement of Work. No Terms and Conditions provided by Contractors shall apply.

- O. DOMESTIC WORKFORCE UTILIZATION CERTIFICATION:** To the extent that any services could be performed outside of the geographical boundaries of the United States, the Bidder will be required to certify that those services will be performed exclusively within the geographical boundaries of the United States or specify the percentage of the direct labor that will be performed outside of the United States. The certification form is included with the IFB and must be completed by the Bidder. The Contracting Agency will use the certification in making a best value selection.
  
- P. ENDORSEMENTS:** Contractors shall not advertise or publicize in any way a written or verbal endorsement that their equipment and/or services are being used by the Commonwealth of Pennsylvania without the written approval of the Department of General Services.
  
- Q. SUPPLEMENTAL BIDS:** The Commonwealth reserves the right to issue supplemental bids to add qualified Contractors. Supplemental bids may be issued at each renewal period if it is determined to be in the best interest of the Commonwealth.
  
- R. DOCUMENT(S) TO BE ATTACHED:** The following document(s) must be attached with your bid response:
  - 1. Attachment A, Price Submittal Sheet
  - 2. Domestic Workforce Utilization Certification
  - 3. COSTARS Election to Participate, **this document only needs to be returned if the supplier wishes to participate in the program**

You may refer to the SRM Bidding Reference Guide on the Supplier Portal at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us) for further details on attaching documents to your bid and bidding instruction.

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**S. Submission-001.1 Representations and Authorizations (Oct 2013)**

By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- a) All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- b) The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- c) The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- d) The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e) The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f) To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- g) To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- h) The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror

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cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

- i) The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
  - j) Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
  - k) Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
- T. CONTRACTING OFFICE:** This contract is administered by the Commonwealth of Pennsylvania, Department of General Services, Bureau of Procurement. All inquiries should be referred to:

Adraine E. Franklin, Contracting Officer  
Department of General Services Bureau of Procurement  
6<sup>th</sup> Floor 555 Walnut Street  
Harrisburg, PA 17101-1914  
Telephone: (717) 346-3273  
Facsimile: (717) 783-6241  
Email: [afranklin@pa.gov](mailto:afranklin@pa.gov)