

**SUPPLEMENTAL IFB# 6100047998**  
**STATEMENT OF WORK**  
**RENTAL OF PORTABLE TOILETS AND SEPTIC WASTE REMOVAL SERVICES**

- A. **CONTRACT SCOPE/OVERVIEW:** This Supplemental Invitation for Bid (IFB) will cover the requirements of the Commonwealth of Pennsylvania agencies for Rental of Portable Toilets and Septic Waste Removal Services, in the following counties: Indiana, Bucks and Montgomery.

The awarded Contractor(s) 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. **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 a Contractor 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.

- C. **PRICING:** Bidders must provide in **Appendix A**, Price Submittal Worksheet, their bid price for each line item service, by county, they intend to provide. The services identified may be performed at any Commonwealth location within each county; therefore, when bidding a county, you bid the entire county. Failure by a Bidder to submit Appendix A will result in their bid being deemed non-responsive.

Pricing will be firm, fixed from the effective date of the contract and shall not increase during the initial contract term. Pricing may be adjusted in accordance with Section V.3 CONTRACT-002.2d Renewal of Contract Term; Adjusted Prices-Fixed Percentage of the contract terms and conditions. Therefore, the Contractor(s) shall submit for consideration, to the Contracting Officer, a price adjustment proposal at renewal time only. All price adjustment proposals must be submitted prior to, or in conjunction with, the renewal of the Contract.

- D. **BEST VALUE DETERMINATION:** Using agencies shall make a best value determination based on the pricing submitted on the Price Submittal Worksheet (Appendix A) for the required services in their geographic area. Best value has been determined to be low Contract price and availability; however, other factors can be considered. Annually, using agencies will evaluate all Contractors providing services in their geographic area for a best value determination. A Request for Quote (RFQ) may be issued for the ability to obtain lower pricing than that provided in Price Submittal Worksheet (Appendix A). Awarded Contractors may not quote a higher rate than their Contract price.

- E. **MINIMUM ORDER QUANTITY:** There are no minimum order quantities for this contract, except for Septic Waste Removal Services. The minimum for septic waste removal services is two hundred fifty gallons (250) per service.

- F. **SEPTIC WASTE DISPOSAL FEE ADJUSTMENTS:** In the event that a septic waste removal Contractor's waste disposal site (i.e. local water, sewer authority) 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 must accompany the request for the price adjustment. All

requests and supporting documentation must be submitted to the Contracting Officer for consideration. If approved, an effective date will be agreed upon for the price adjustment, and a change will be made to the Contract. The Contractor will receive a copy of the Contract change. In addition, notification will be provided to Commonwealth using agencies informing them of the price adjustment and agency purchase orders will be changed accordingly.

- G. **SERVICE COVERAGE:** The geographic service coverage will be based on the completion of **Appendix A**; bidders shall identify the counties of Pennsylvania in which they will provide service. Bidders must complete and submit Appendix A with their bid, failure to do so will 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.

- H. **REQUIREMENTS:** Contractors must comply with the specifications and service requirements identified in this section, for the Rental of Standard and ADA Portable Toilets, Relocation of Units, Extra Cleaning Services, and Septic System Waste Removal Services.

1. **Specifications:** Contractors must be able to provide Rental of Portable Toilets to the Commonwealth of Pennsylvania agencies (Statewide). The following indicates the minimum requirements for Rental of Portable Toilets & Septic System Waste Removal Services.

a) **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.

b) **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 those with a physical handicap.

c) **Solar Portable Toilet (Rental):** Portable toilet with translucent roof or solar-powered lighting mounted inside/outside of unit.

2. **Standard Weekly Service Requirements (Rentals):** Contractors must meet the following minimum requirements for servicing Portable toilets (units). Service

shall include, but not be limited to, the following; unless instructed otherwise by the using agency Purchase Order.

- a) Contractors shall service units once per week as part of the weekly and monthly rental fees.
- b) Units shall be serviced based on the scheduled requirements identified on each using agency Purchase Order.
- c) The Contractor must be available to respond to weekend and holiday service needs and/or problems.
- d) 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.
- e) The Contractor shall dispose of all wastes to the satisfaction of the agency.
- f) 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 to ensure uninterrupted service; or as otherwise identified by the using agency.
- g) Removal of units shall be done within a fourteen (14) calendar days of receipt of upon notification by the using agency.
- h) 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.
- i) All units, including handicap units shall be a minimum 50-gallon capacity.
- j) All portable units, including handicap units, shall be equipped with hand sanitizing stations.
- k) The Contractor shall be responsible for keeping hand sanitizing dispensers/stations filled (a sanitizing product that contains less than 5% total alcohol content).
- l) Deodorant blocks must be installed and replenished.
- m) Toilet tissue dispensers are to be fully restocked.
- n) Remove any graffiti applied to any portion of the units.
- o) Inspect and repair any element of the units, as necessary.
- p) Clean exterior, as necessary.

3. **Additional Weekly Cleaning Service Requirements for Rentals and Commonwealth owned Portable Toilet Units:** Contractors must be able to provide additional weekly cleaning services. These services shall encompass the service requirements under section H.2., for both rented and Commonwealth owned portable toilet units, and are in addition to the Standard Weekly Cleaning.

4. **Relocation of Portable Toilet Units:** Contractors must move Portable toilet units from one location to another as requested by the ordering agency, as needed. Relocation of units shall be done within the agreed upon terms of the using agency, not to exceed fifteen (15) business days.
5. **Septic Systems' Waste Removal Services:** Septic System Waste Removal Services consist of pumping, hauling, and disposing of septic waste. The service must take place within 48 hours of receipt of the Notice to Proceed, excluding weekends and holidays. Using agencies will request additional removal services, as needed.

Manifests are required and should be submitted to the using agency. The manifests must also be submitted with invoices.

- I. **SECURITY: (For Department of Corrections' Deliveries Only)** All contractors who utilize regular delivery transportation must submit Department of Corrections' (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.pa.gov/How%20Do%20I/Pages/Clearance-Request.aspx#.V9v5pKPD>

- J. **DELIVERY REQUIREMENTS:** The awarded Contractors are required to provide initial installation of Portable Toilet Units no later than five (5) calendar days after receipt of purchase order, unless otherwise specified on the purchase order.

It is the Contractor(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 using 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 the using agency. Emergency calls will be charged at the Contractors' standard contracted rate.

- K. **ADDITION/DELETION:** Additional types of units or services 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 products service(s) should be added, a supplemental bid shall be issued.
- L. **BLANKET PURCHASE ORDERS:** Using Agencies may issue Blanket Purchase Orders against this Contract. Such orders may cover all anticipated requirements for a set period (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 Contractors 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.

Using 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.

- M. **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 (**Appendix B**) is included with the IFB and must be completed by the Bidder.
- N. **SUPPLEMENTAL BIDS:** The Commonwealth reserves the right to issue supplemental bids to add additional services and/or qualified Contractors. Supplemental bids may be issued if it is determined to be in the best interest of the Commonwealth.
- O. **POST AWARD ADMINISTRATION:** The awarded Contractors' performance shall be monitored and evaluated in accordance with the requirements outlined in the Contract. At a minimum, the Contractor(s)' performance shall be evaluated on an annual basis. Contractor(s) may be required to attend Contract Performance Review meetings. These meetings will be to provide Contractor performance reviews, discussion of issues either party may have concerning the Contract, or to evaluate the overall progress of the Contract. The meetings will be held quarterly, semi-annually, or annually at the discretion of the Department of General Services, or upon special request of the using agency.
- P. **IRAN FREE PROCUREMENT CERTIFICATION & DISCLOSURE:** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a bidder must:  
a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All bidders must complete and return the Iran Free Procurement Certification form, which is attached hereto and made part of this IFB. The completed and signed Iran Free Procurement Certification form (**Appendix C**) must be submitted with the Bid Response.
- Q. **NONDISCRIMINATION/SEXUAL HARASSMENT:** The following language replaces Section V.37 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (March 2015) of the Terms and Conditions in its entirety.

**Contract-027.1-1 NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE (August 2018)**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
4. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion, and Small Business Opportunities for

purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

**R. ACCESSIBILITY NEEDS.** The Commonwealth's Executive Order 2016-03, 2016-03 - Establishing "Employment First" Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability, states that Commonwealth employees with disabilities may require accommodations of assistive technology in order to perform the functions of their jobs. DGS and OA will further the objectives of providing appropriate accommodation and support through the contracts resulting from this IFB. If applicable, bidders must provide an accessibility plan and assistive technology for the various items and/or lots of this IFB.

**S. V.51 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)**

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - a. exempt from the minimum wage under the Minimum Wage Act of 1968;

- b. covered by a collective bargaining agreement;
  - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

T. **DOCUMENT(S) TO BE ATTACHED:** The following document(s) must be attached with your bid response:

- Appendix A - Price Submittal Sheet
- Appendix B - Domestic Workforce Utilization Certification
- Appendix C – Iran Free Procurement Form
- Appendix D – COSTARS Program Contractor Election to Participate (optional)

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.

U. **CONTRACTING OFFICE:** All inquiries should be referred to:

Nicole Moyer, 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  
Email: [nicomoyer@pa.gov](mailto:nicomoyer@pa.gov)