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## ADDENDUM NO. 1

**Date: August 24, 2010**

**BID / RFP No. 10-0615**

### **Portable Toilets, Rental and Servicing**

This addendum is being issued to make the following clarifications and changes to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. **Respondents shall acknowledge receipt of this addendum by completing this form and returning it with the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.**

#### **Questions & Answers:**

1 - Has the County made the decisions to switch to the Air-conditioned restroom trailers at each of the locations listed instead of Portable Toilets? **Please delete the air-conditioned restroom trailers from this bid. This bid should only be for ADA portable toilets, except for Optional Pricing Section.**

2 - After the award has been made, will the county continue to use the trailers through-out the duration of the contract or can they decide to switch back to portable toilets? **See answer to no. 1.**

3 - Will the county be responsible for locking the trailer at the end of the day? Also will the county be responsible for damage caused to the trailers? **See answer to No. 1.**

4 - What is the desired lead time for delivery of all of the trailers? **See answer to no. 1.**

5 - Is the county aware that placing "Crowd Pleasers" at these locations will dramatically increase the costs over current rates for Portable Toilets at the same locations? This worries our company because of what is written in the first paragraph of page 14. *"This is an indefinite quantity term contract with no guarantee services will be required. A minimum is not guaranteed."* To simplify our concerns, if the awarded company purchases the equipment to fulfill the County's initial order of Five – 20' ADA Crowd Pleasers and ONE – 28' ADA Crowd Pleaser, they will be purchasing approximately \$250,000.00 worth of equipment. If after a few months on site, the county decides to remove the trailers and replace them with

low cost portable toilets, the service provider will be severely damaged financially, having to absorb payments for these trailers with no return revenue. Will the county agree to a minimum rental of these ADA trailers for one year if they do decide to proceed with this option? **See answer to no. 1.**

6 - It is a fairly safe assumption to state that there will be no service providers in the State of Florida that will have the number of ADA Crowd Pleasers sitting in their current inventory required to fulfill this contract. Upon award of the contract, will the county allow Non-ADA Crowd Pleasers with an ADA portable toilet to be placed on each location until the ADA crowd pleaser can come from the manufacturer? When asking the leading manufacturer of 20' ADA crowd pleasers what is approximate delivery time would be for 5 trailers, he said to expect 6-8 weeks for the delivery of the first trailer and each additional trailer following at 1-2 week increments after the first. **See answer to no. 1.**

7 - Would it be possible for the county to modify the ITB to have two pricing proposal sections? The First with just Portable Toilets with no guarantees of quantity or duration of rentals and the Second section with Crowd Pleaser Trailers with a minimum rental duration guarantees? Then the county could make the best decisions financially, without damaging the financial status of their vendor. **Pricing section has been modified. See below.**

8 - Would the county consider changing the terms of the contract to a 3yr contract with two, 1 year extensions? This should enable the county to receive an even lower rental/service rate on the trailer units. **Term has been modified. Please see below.**

**Replace Section 1.5 with the below:**

**Section 1.5: Term of Contract – Thirty-Six (36) 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 distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

**Replace Section 1.6 with the below:**

**Section 1.6: Option to Renew for two (2) Additional One (1) Year Periods**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing indexes published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>) Product, Wage, Earnings and Benefits Calculators. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment 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 shall not be considered.

The County reserves the right to reject any written 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.

**SEE ATTACHED PRICING SECTION THAT REPLACES PAGES 23, 24 AND 25 OF THE ORIGINAL ITB.**

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

*"Earning Community Confidence Through Excellence in Service"*

DISTRICT ONE  
JENNIFER HILL

DISTRICT TWO  
ELAINE RENICK

DISTRICT THREE  
JIMMY CONNER

DISTRICT FOUR  
LINDA STEWART

DISTRICT FIVE  
WELTON G. CADWELL

## PRICING SECTION

Pricing includes initial fee, hook-up fee, delivery fee, one weekly pump out and pick-up fee

<b>Group I - Public Resources</b>	<b>Unit Type</b>	<b>Unit</b>	<b>Months</b>	<b>Price Per Month</b>	<b>Extended Price</b>
Arnold Brothers Boat Ramp 15945 S.R. 19, Groveland, FL 34736	Handicap Unit	1	12		
Marsh Park and Boat Ramp 36545 Yale Retreat Road, Eustis, FL	Handicap Unit	1	12		
Marsh Park and Boat Ramp 36545 Yale Retreat Road, Eustis, FL	Handicap Unit	1	12		
John's Lake Boat Ramp 13620 Lake Blvd, Winter Garden, FL	Handicap Unit	1	12		
Sorrento Park 31535 Church Street, Sorrento, FL	Handicap Unit	1	12		
Palatlkaha River park & Boat Ramp 12325 Hull Road, Clermont, FL 34711	Handicap Unit	1	12		
North Lake Community Park 40730 Roger Giles Road, Umatilla, FL	Handicap Unit	1	12		
East Lake Community Park 24809 Wallick Road, Sorrento, FL	Handicap Unit	1	12		
South Lake Community Park Address to be determined	Handicap Unit	1	12		
Butler Street Boat Ramp 5540 Butler Street, Astor, FL 32102	Handicap Unit	1	12		
Lake Idamere Park 28726 S.R. 19, Tavares, FL 32778	Handicap Unit	1	12		
Lake Jem Park C.R. 448, Lake Jem, FL 32745	Handicap Unit	1	12		
Lake Mack Park S.R. 42 through Paisley, turn right on Lake Mack Drive to Inez Street (park is located on right side of street)	Handicap Unit	1	12		
PEAR Park 5536 University Avenue, Leesburg, FL	Handicap Unit	1	12		
Pine Forest Park 32520 S.R. 44, Deland, FL 32720	Handicap Unit	1	12		
South Side Umatilla Park 17101 Ball Park Road, Umatilla, FL (East of Umatilla City limits)	Handicap Unit	1	12		
Twin Lakes Park 35309 C.R. 473, Leesburg, FL 34788	Handicap Unit	1	12		
Ferndale Preserve C.R. 455, Ferndale, FL	Handicap Unit	1	12		

Total Yearly Cost \_\_\_\_\_

Pricing includes initial fee, hook-up fee, delivery fee, one weekly pump out and pick-up fee

<b>Group II - Environmental Utilities</b>		<b>Unit</b>	<b>Months</b>	<b>Price Per Month</b>	<b>Extended Price</b>
Astatula Landfill 32778	Handicap Unit	1	12		
Astatula Landfill Citizen Drop-Off 32778	Handicap Unit	1	12		
Astor Transfer Station Astor Transfer Station Road, Astor, FL (Off of Route 40, first structure on right)	Handicap Unit	1	12		
Paisley 25014 Rancho Lake, Paisley, FL 32767	Handicap Unit	1	12		
Clermont (Log House) 10435 Loghouse Transfer Station Road, Clermont, FL 34711	Handicap Unit	1	12		

Total Yearly Cost \_\_\_\_\_

<b>Optional Pricing Section</b>	<b>Price Per Unit</b>
Standard Unit Daily Rental	
Standard Unit Weekly Rental	
Standard Unit Monthly Rental	
Handicap Unit Daily Rental	
Handicap Unit Weekly Rental	
Handicap Unit Monthly Rental	
Handicap 20' Crowd Pleaser Daily Rental	
Handicap 20' Crowd Pleaser Weekly Rental	
Handicap 20' Crowd Pleaser Monthly Rental	
Handicap 20' Crowd Pleaser Monthly based on 12 month term	
Handicap 28' Crowd Pleaser Daily Rental	
Handicap 28' Crowd Pleaser Weekly Rental	
Handicap 28' Crowd Pleaser Monthly Rental	
Handicap 20' Crowd Pleaser Monthly based on 12 month term	
<b>Weekday Pricing</b>	
Standard Unit - Additional on-site pump out	
Handicap Unit - Additional on-site pump out	
<b>Weekend Pricing</b>	
Standard Unit - Additional on-site pump out	
Handicap Unit - Additional on-site pump out	
<b>Hand Washing Station Pricing</b>	
Hand Wash Station - Daily Rental	
Hand Wash Station - Weekly Rental	
Hand Wash Station - Monthly Rental	
Additional Restocking/pump out service	