



**Town of Fountain Hills**  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268  
Phone: 480-816-5100  
Fax: 480-837-3145

**REQUEST FOR QUOTATION  
FOR  
Temporary Outdoor Public Restrooms**

**C2019-041**

**All quotes due by November 5, 2018, 10:00 A.M., Local Time, Phoenix, Arizona.**

The Town of Fountain Hills (the "Town") is seeking a licensed and qualified Vendor to provide all material and labor required as described below for a period of up to one year, with up to one renewable one-year option.

**Section I – Project Information**

Contract holder will provide and perform the following located at or near the Adero Canyon Trailhead, with the exact location to be provided by the Town: Provide three standard portable restrooms and one ADA wheelchair accessible portable restroom. The contract holder will provide delivery and set-up of each unit and provide removal of each unit upon the termination of the contract. The contract holder will perform a weekly service of each unit that will include hand sanitizer for each unit.

The contract created by this request and the resulting quotation will automatically renew for up to one successive one-year term, unless the vendor notifies the Town in writing of its desire to terminate the contract. If extended, the then-current prices shall be applicable during the subsequent renewal year unless the vendor notifies the Town in writing of any rate increase and the Town approves the increase with an authorized signature, prior to the end of the then-current term.

**Section II – Instructions and Conditions**

1. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the Town chooses to move forward with a pending project and proper authorization and documentation have been approved. The Town does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.
2. Vendors must state the manufacturer of each product quoted on in conformity with the specifications.
3. All quotations must contain the quoting firm's name and be signed by an authorized agent, officer or employee.
4. Award will be made to the vendor whose quotation is the most advantageous to the Town.
5. Please attach your Quotation behind the Exhibit A cover sheet and submit this document to the address above.

If you need additional information or have questions please contact Kevin Snipes by email [ksnipes@fh.az.gov](mailto:ksnipes@fh.az.gov).

**Section III – Pricing**

The Quotation shall be attached hereto as Exhibit A and shall contain pricing unless a separate price sheet is required, in which case the Price Sheet shall be submitted in the form attached hereto as Exhibit B and incorporated herein by reference.

**Note:** Prices offered shall include applicable state and local taxes.

**Section IV – Execution and Submission**

By executing this document and submitting a quotation to the Town of Fountain Hills, the authorized agent agrees (i) he/she has read the Town’s Standard Terms and Conditions, dated April 14, 2016, as set forth on the Town of Fountain Hills website (<http://www.fh.az.gov/po-terms>), which are incorporated into and become a part of the company’s quotation offer as if set forth fully herein and (ii) the company shall be bound by the Standard Terms and Conditions, dated April 14, 2016. By signing below the company is offering to provide the services set forth in Exhibit A and upon written acceptance of the company’s offer by the Town, it will have entered into a binding agreement. The offer shall be considered held open for 60 days from the quotes due date set forth above.

Signature:  Date: 11/07/2018  
Printed Name: Sean McDowell Title: Contracts Manager  
Company Name: UNITED SITE SERVICES OF ARIZONA, INC.  
Address: 118 FLANDERS RD, SUITE 1000  
City: WESTBOROUGH State: MA Zip: 01581  
Email Address: sean.mcdowell@untiedsiteservices.com Telephone No. \_\_\_\_\_

**The total contract amount, including all renewal terms, may not exceed \$49,999.99. Contracts for \$50,000 or more will not be authorized and will require a formal procurement process.**

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Town of Fountain Hills Use Only)**

The Vendor’s Offer is hereby accepted. The Vendor shall not commence any billable work or provide any materials or service under this Contract prior to the date this Contract is executed.

Town of Fountain Hills, an Arizona municipal corporation

 Date: 11/13/2018  
Grady E. Miller, Town Manager

Town Attorney Approval:  


Notwithstanding anything to the contrary in this Request for Quotation or in the Town’s standard terms and conditions, Vendor’s indemnity and defense obligations shall be limited to the proportional extent to which any claim or loss is caused by Vendor’s negligence or willful misconduct as finally determined. 

CP  
11/13/18

EXHIBIT A  
TO  
REQUEST FOR QUOTATION  
FOR

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[Vendor's Quotation]

**United Site Services of Arizona, Inc.**

1475 N McQueen Rd  
Gilbert, AZ 85233



**Salesperson Contact**

Kathleen M. Vincent

Mobile:

Office: 208-639-8846

Fax:

Kathleen.Vincent@unitedsiteservices.com

# Site Service Quotation

Quote No.: 414-1432931

Quote Date: 11/05/18

Quote Expires: 12/05/18

**Sell To:** TOWN OF FOUNTAIN HILLS  
COMMUNITY SERVICES  
ANGELA ESPIRITU  
16705 E. AVE OF THE FOUNTAIN  
HILLS

**Ship To:** TOWN OF FOUNTAIN HILLS  
COMMUNITY SERVICES  
ADERO WALKING TRAIL  
FOUNTAIN HILLS, AZ 85268

**Cust. #:** USS-584420  
**Phone:** 480-816-5148

**Attn:** ANGELA ESPIRITU  
**Phone:** 480-816-5148  
**Terms:** Due Upon Receipt

**Comments & Special Instructions**

QUOTE IS QUOTED BASED ON THE LOCATION WITHIN 1 MILE OF NORTH STONE VIEW TRAIL & M 143RD WAY +EAGLE RIDGE DRIVE FOUNTAIN HILLS ARIZONA AND DURATION OF 11-12 MONTH RENTAL.

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
<b>Standard Restroom</b>	<b>EA</b>	<b>3</b>	<b>11/06/18</b>	<b>Indef</b>	<b>10.00</b>	<b>30.00</b> per billing cycle
Weekly Service	EA	3	11/06/18	Indef	75.90	227.70 per billing cycle
Damage Waiver	EA	3	11/06/18	Indef	7.95	23.85 per billing cycle
Hand Sanitizer/INCLUDED	EA	3	11/06/18	Indef	0.00	0.00 per billing cycle
Environment/Energy/Compliance						38.40 per billing cycle
<b>Standard Restroom Subtotal:</b>						<b>319.95</b>
<b>ADA Wheelchair Accessible</b>	<b>EA</b>	<b>1</b>	<b>11/06/18</b>	<b>Indef</b>	<b>20.00</b>	<b>20.00</b> per billing cycle
Weekly Service	EA	1	11/06/18	Indef	103.10	103.10 per billing cycle
Damage Waiver	EA	1	11/06/18	Indef	14.95	14.95 per billing cycle
Hand Sanitizer/ INCLUDED	EA	1	11/06/18	Indef	0.00	0.00 per billing cycle
Environment/Energy/Compliance						18.34 per billing cycle
<b>Per Billing Cycle Subtotal</b>						<b>156.39</b>
Delivery, Setup, Removal	EA	1	11/06/18	11/06/18	50.00	50.00 one time
Environment/Energy/Compliance						7.45 one time
<b>One Time Subtotal</b>						<b>57.45</b>
<b>ADA Wheelchair Accessible Subtotal:</b>						<b>213.84</b>

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

Remit To: United Site Services, PO Box 53267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

<b>Subtotal:</b>	<b>533.79</b>
<b>Tax:</b>	<b>34.78</b>
<b>Total:</b>	<b>568.57</b>

# TERMS AND CONDITIONS

Rev. 5.6.09

**1. Acceptance** Customer shall be deemed to have accepted these terms and conditions upon the earliest to occur of: (i) two business days after receipt of an invoice from Company; (ii) delivery of items of equipment ("Equipment") identified in the invoice to the site designated in the invoice (the "Site") and use or acceptance thereof; or (iii) acknowledgment or other conduct of Customer indicating acceptance. These terms and conditions shall supersede any inconsistent terms of any purchase order or other documents of Customer.

**2. Payment Terms** All agreements are subject to approval by Company. Customer shall pay all charges by Company during the term (the "Period") shown in the invoice. **All Company invoices are due and payable upon Customer's receipt of the invoice.** Customer shall be liable to Company for interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate from time to time, on all overdue accounts. Customer shall pay all additional charges for services separately requested by Customer or made necessary by Customer's breach of these Terms and Conditions, including but not limited to, moving/relocation charges, special service charges, and special delivery and removal charges. In the event Customer's account becomes delinquent, Customer agrees to pay Company all collection expenses, including reasonable attorney's fees.

**3. Service** The Company offers servicing as an option on all portable restrooms.

**4. Damage Waiver** The Company offers a damage waiver program on certain Equipment. **Customer may decline the damage waiver by completing and executing the appropriate section at the end of these terms and conditions.** Unless Customer has declined the Damage Waiver in writing before the commencement of the Period or within five business days of the date of the first Invoice to Customer for any Equipment identified with a Damage Waiver on the invoice, whichever is later, Company shall impose, and Customer shall pay, any Damage Waiver fees indicated on the invoice and (provided Customer has not breached any of these terms and conditions) Customer shall have no responsibility for accidental structural damage to the Equipment, EXCEPT (i) Customer shall be liable for theft of any Equipment and for any losses resulting from any willful or grossly negligent acts or omissions of Customer or any of its agents, servants and employees, and (ii) if Customer has other insurance covering such loss or damage. Customer shall exercise all rights available to it under such insurance, take all actions necessary to process such claim and assign such claim and pay any and all proceeds from such insurance to Company. If Customer declines the Damage Waiver, Customer shall be liable for any loss or damage to the Equipment, regardless of cause or fault, except for reasonable wear and tear, and Customer shall pay Company the actual cost of repair or replacement cost thereof, and in addition thereto, for Company's loss of use of the Equipment. In the event of any loss of or damage to the Equipment, Customer shall promptly notify Company of such loss or damage and shall provide Company with copies of all reports relating to such loss or damage, including police reports, informal investigation reports and insurance reports. **The damage waiver described in this section does not apply to portable toilets and containers which become contaminated with hazardous materials or contaminants described in Paragraph 7 while in the Customer's control and possession.**

**5. Equipment Location** Customer warrants and represents that it has exercised due diligence and care in the selection of the location it has designated for the placing of portable toilets, temporary fencing, portable storage containers and any other Equipment provided by Company, and further agrees to give directions and supervise the placement of such temporary fencing, storage containers, portable toilets and other Equipment.

**6. Equipment Responsibility** Company will deliver the Equipment to the Site at the commencement of the Period and will remove the Equipment at the end of the Period. If servicing has been ordered by Customer, Company will remove any domestic septic waste ("DSW") from portable restrooms, if applicable, on the service day(s) scheduled by Company. In the event Company is unable to service the Equipment on the service day due to a holiday, inclement weather, or other interfering circumstances, Company shall service the Equipment on the earliest business day, excluding Sundays, available in accordance with Company's other service commitments. Company shall be granted access to the Equipment at any time for any servicing, maintenance or removal of Equipment. Customer shall not remove the Equipment from the Site, and shall not move the Equipment on the Site without written permission from Company. Customer shall not modify the equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regulations and guidelines, including ANSI Standard Z4.3 and the requirements of the "Guide for Clean Portable Sanitation" published by PSAI, if applicable.

**7. Equipment Contamination** While portable restroom units are in Customer's possession, Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials (including oils, paints, adhesives and solvents). Company will not remove any waste other than DSW from portable restrooms and storage containers ("Other Waste"). In the event Other Waste is found in the Equipment, Customer shall arrange and pay for separate removal of such Other Waste. Until such Other Waste is removed, Customer may not terminate the Period and Customer is liable for all charges accrued during such period.

**8. Liability** Except to the extent Customer is not liable for damage to Equipment under the Damage Waiver program described in Section 5, Customer agrees to defend, indemnify and hold Company harmless to the maximum extent permitted by law from and for all claims, lawsuits, damages, expenses and other losses arising out of the rental or use of Equipment delivered to or rented by Customer. Customer's obligation will apply to the extent permitted by law to all accidents or incidents regardless of whether same occur as a result of Customer's or third party's negligence, fault or other legal liability. Customer will have no obligation to defend, indemnify or hold harmless Company if the accident or incident arises out of the sole negligence or willful misconduct of Company. Company, its officers, directors, employees and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's sole and exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be to recover from Company direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

**9. No Prorating** Agreed upon rates are the complete billing periods and are not to be prorated.

**10. Termination** Company may terminate this agreement and remove the Equipment immediately in the event (i) Customer fails to pay any amount when due to Company, (ii) Customer otherwise breaches or rejects any of these Terms and Conditions, (iii) there is any loss of or damage to the Equipment, (iv) any lien is placed, or is proposed to be placed, on any of the Equipment, or (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer. Company shall not be responsible for loss of any personal property on the Site, which may be caused by removal of any of Company's Equipment pursuant to this paragraph.

**11. Governance** This agreement shall be governed by and construed in accordance with the laws of the state, shown on the invoice, in which the Company's place of business is located, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than such state. Each of the parties submits to the jurisdiction of any state or federal court sitting in such state, in any action or proceeding arising out of or relating to this agreement. All claims in respect of the action or proceeding may be heard and determined in any such court. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a bar to or a waiver of any such right on any future occasion. All modifications to these Terms and Conditions shall be in writing.

**12. Taxes & Fees** Customer shall pay any and all taxes, license fees or permit fees arising out of use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental authority for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

**13. Additional Terms** Additional Terms and Conditions apply to rental and service of Storage Containers ("Sheds") and Temporary Power equipment. These Terms & Conditions are shown on the back of your contract for these items.

**14. Errors & Omissions** Company reserves the right to correct any erroneous information that may appear in the invoice or may have appeared in a prior invoice including, without limitation, Customer's name or address, or billing amounts.

**15. Conditional Payments** Any payment check, or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to United Site Services Inc., 50 Washington Street, Suite 1000, Westborough, MA 01581. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute, or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make shall be sent to the address on the invoice.

EXHIBIT B  
TO  
REQUEST FOR QUOTATION  
FOR

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[Price Sheet]

PRICE SHEET  
FOR

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<b>Labor Rate(s) at Vendor Facility</b>			
	Days and Hours of Operation	Hourly Rate	
Regular Business Hours			
Weekends			
Holiday			
After Hours			
Emergency			
Distance from Worksite (Town of Fountain Hills use only.)			
Flat Rate Pricing Offered?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Pickup/Deliver Provided	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Charge:\$

<b>Parts</b>	
Firm fixed discount percentage off replacement parts catalog/price list	%
Catalog/Price List Name:	
Catalog/Price List Number:	
Catalog/Price List Date:	

**FOB POINT**  
Town of Fountain Hills  
Fountain Hills, AZ 85268

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>United Site Services of Arizona, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) <u>N/A</u>  <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>118 Flanders Road, Suite 1000</b>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <b>Westborough, MA 01581</b>	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
4	1		2	0	6	6	8	0	8

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>December 6, 2017</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*