



Invitation for Bids

IFB-4561-18-SH

PORTABLE TOILETS

RESPONSES DUE:

October 2, 2018 prior to 2:30 P.M.

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)

<https://www.bidnetdirect.com/colorado>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Susan Hyatt

susanh@gjcity.org

970-244-1513

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Invitations for Bids (IFB) is issued by the City of Grand Junction (City) Purchasing Division on behalf of the Grand Junction Parks and Recreation Department.
- 1.2 Purpose:** The City is requesting bids from firms experienced in providing Portable Toilets. See Section 3 for a detailed Scope of Work.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Bid Deadline:** Bids are due by October 2, 2018 prior to 2:30 P.M.
- 1.5 Confidential Material:** All materials submitted in response to this IFB shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the City Attorney. If denied, the proposer shall have the opportunity to withdraw its entire bid, or to remove the confidential or proprietary restrictions. **Neither cost nor pricing information, nor the total proposal, shall be considered confidential or proprietary.**
- 1.6 Open Records:** All bids shall be read aloud in the Bid Opening. Trade secrets and confidential information contained in the bid so identified by Bidder as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.7 Submission:** Each bid shall be submitted in electronic format only, and only through <https://www.bidnetdirect.com/colorado>. The uploaded response shall be a single PDF document with all required information included. *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* For proper comparison and evaluation, the City requests that proposals be formatted as shown on the Bid Form found in Section 4. Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).
- 1.8 Addenda:** All Questions shall be submitted in writing to the City Purchasing Representative. Any interpretations, corrections and changes to this IFB or extensions to the opening/receipt date shall be made by a written Addendum to the IFB by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through BidNet at www.bidnetdirect.com/colorado. Addenda will also be posted on the

City of Grand Junction web page at www.gjcity.org/business-and-economic-development/bids. Offerors shall acknowledge receipt of all addenda in their response.

- 1.9 Late Responses:** Responses received after the time and date specified, whether delivered or mailed, will not be considered and will be returned to the respondent unopened. It is the sole responsibility of each respondent to ensure that their submittals arrive at the City Clerk's Office prior to the time and date specified.
- 1.10 Rejection of Submittals:** The Owner reserves the right to accept or reject any or all submittals received in response to this solicitation. The Owner further reserves the right to waive any informalities and/or minor irregularities in submittals received, if deemed to be in the best interest of the Owner.
- 1.11 Submittal Ownership:** All materials submitted with regard to this solicitation become the property of the Owner and will only be returned at the Owner's option.
- 1.12 Expenses:** Expenses incurred by prospective respondents in preparation, submission, and presentation of this IFB are the responsibility of the respondents and cannot be charged to the Owner.
- 1.13 Assignment:** The selected firm shall not sell, assign, transfer or convey any contract resulting from this IFB in whole or in part without prior written approval from the Owner. Any claims for payment due to the provider from the Owner under this contract may not be assigned to a bank, trust company, or other financial institution or bankruptcy trustee without the prior written approval by the Owner.
- 1.14 Indemnification:** The selected firm shall defend, indemnify and save harmless the City of Grand Junction and/or Mesa County, State of Colorado, and all their respective officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the selected firm or of any of the firm's agent, employee, sub-consultant or supplier in the execution of, or performance under, any contract which may result from Bid award. The selected firm shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

SECTION 2.0: INSURANCE AND BONDING REQUIREMENTS

Insurance Requirements: The selected firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

The selected firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the firm pursuant to this Section. In the case of any claims-made policy, the necessary

retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

With respect to each of the firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (a), (b), (c), and (d) above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the HDD, its officers, or its employees, or carried by or provided through any insurance pool of the HDD, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 3.0: SCOPE OF SERVICES

3.1 General: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide Portable Toilet Services for the City of Grand Junction Parks and Recreation Division. All requirements and scope of work should be verified by Bidders prior to submission of bids.

3.2. Quantity/Frequency: The quantities and frequency of work stated in this solicitation are estimates only. The Owner does not guarantee any amount of work and may add or delete services at any time. The contractor shall provide services on an as-needed basis.

3.3. Scope of Work:

- 3.3.1. Contractor shall provide and install portable toilets (hereinafter “units”) to be distributed as directed among various locations as noted in Section 4, Bid Form.
- 3.3.2. All units shall be serviced as directed on Bid Form. Service is to include emptying, cleaning of unit, and replenishing supplies, i.e., toilet paper, hand sanitizer, etc.
- 3.3.3. As usage dictates, additional cleaning may be required.
- 3.3.4. Cancellation of service and removal of toilet unit(s) shall be requested in the manner specified by the bidder on the Bid Form. When notification is provided prior to the end of the rental period, and pick-up exceed the rental period, the City will not be held responsible for additional rental charges.
- 3.3.5. All toilet units shall be clean, free of graffiti, and in good working order. Good working order shall include working door hinges, locks and door latches. Venting tubes, louvers and/or screens shall be properly secured to the units with no signs of holes or breakage. Interior railings, toilet seats, side urinals and toilet paper holders are to be firmly attached. The fiberglass or plastic shells are to be securely attached to their bases, and handicapped ramps are to be solidly attached to the units. No holes, cracks, large bubbles in the fiberglass, breaks, peeling paint, broken hardware, or cracked/missing toilet seats shall be acceptable. All units at any one location shall be the same color.
- 3.3.6. Labor charges for repair of damaged units that were installed by the Contractor shall also include call out to reset units that may have fallen or been tipped over. With the exception of units damaged by fire, the Contractor shall make any necessary repairs to the units installed by the Contract at no additional cost to the City.
- 3.3.7. The Contractor shall provide a per unit rate to replace damaged units. This cost shall not include replacement of units damaged by fire or replacement of unanchored units as described in Section 3.3.6 above.
- 3.3.8. Delivery of any unit shall be made at destination within two (2) calendar days after receipt of order for routine calls, and service response shall be made at destination with twenty-four (24) hours after receipt of order for non-routine calls.
- 3.3.9. Removal of all units shall be done within two (2) calendar days after notification.
- 3.3.10. Hand sanitizers shall be made available on all units and shall be included in the bid price.

3.4. IFB Tentative Time Schedule:

- Invitation for Bids available September 11, 2018
- Inquiry deadline, no questions after this date September 19, 2018
- Addenda Issued by September 21, 2018
- Submittal deadline for Responses October 2, 2018

3.5. Questions Regarding Scope of Services:

Susan Hyatt

susanh@gjcity.org

- 3.6. Contract Period:** The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. The contract may, upon mutual agreement of the supplier and the Owner, be extended under the terms and conditions of the contract for up to three (3), one (1) year contract periods, contingent upon appropriation by the City Council and satisfaction of both parties. This is not an exclusive contract as some special events have sponsorships that could include portable toilets.
- 3.7. Award:** It is the intent of the City to award to a single contractor. The City reserves the right to award by location in the best interest of the City.

SECTION 4.0: BID FORM

Only Section 4.0 needs to be included in your response.

Bid Date: _____

Project: IFB-4561-18-SH "Portable Toilets"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

City _____ **State** _____ **Zip** _____

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

Location	# of Units	# of Months	Monthly Rate	Service Frequency	Total
Dixon Park 287 27 Road Grand Junction, CO	2 Regular	7	\$_____	Once	\$_____

Junior Service League 2383 Redlands Parkway Grand Junction, CO	1 Handicap	12	\$_____	Twice	\$_____
Lincoln Park Golf 1240 Gunnison Avenue Grand Junction, CO	1 Regular	5	\$_____	Once	\$_____
Matchett Park Patterson and 28-3/4 Rd Grand Junction, CO	1 Regular	12	\$_____	Once	\$_____
Pineridge Park 359 Ridges Blvd Grand Junction, CO	1 Regular	7	\$_____	Twice	\$_____
	1 Handicap	12	\$_____	Twice	\$_____
Suplizio Field (JUCO) 1340 Gunnison Avenue Grand Junction, CO	12 Regular	8 days	\$_____	Every Day	\$_____
Tabaguache Trailhead Monument Road Grand Junction, CO	Vault Toilets	Permanent	\$_____	4 times/year	\$_____
Tiara Rado Golf 2057 S. Broadway Grand Junction, CO	1 Regular	12	\$_____	Once	\$_____
Whitman Park 4 th Street and Pitkin Grand Junction, CO	1 Regular	5	\$_____	Once	\$_____
Williams Park 1403 Mesa Avenue Grand Junction, CO	1 Regular	12	\$_____	Once	\$_____
Wingate Park 351 South Camp Road Grand Junction, CO	1 Handicap	12	\$_____	Once	\$_____
Additional Unit (price per each regular unit for one or more additional units)	Per Month			\$_____	
Additional Unit (price per each handicap unit for one or more additional units)	Per Month			\$_____	
Labor charge for repair to damaged units	Per Hour			\$_____	
Replacement charge for damaged regular unit	Each			\$_____	
Replacement charge for damaged handicap unit	Each			\$_____	
Additional per call service charge for service required outside of services described in Scope of Work, Section 3	Each			\$_____	