



# CITY OF DEXTER

## INVITATION TO BID

**BID TITLE:** PORTABLE TOILET RENTAL 2018 - 2021

**BID DUE DATE:** FEBRUARY 26, 2018 2:00 PM

### ISSUING AGENCY INFORMATION

**ISSUED BY:** City of Dexter, 8140 Main Street, Dexter, MI 48130

**ISSUE DATE:** 1-22-2018

**RETURN TO:**  
City of Dexter  
Assistant to the City Manager/Clerk  
Justin Breyer  
8140 Main Street (mailing)  
8123 Main Street, 2<sup>nd</sup> Floor (drop off)  
Dexter, MI 48130

**Phone:** (734) 580-2234  
**Fax:** (734) 426-5614

**Website:** [www.dextermi.gov](http://www.dextermi.gov)

### INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."**

**Alternate Bids:** Vendors may submit alternate bids (a bid on services other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate".

### BIDDERS MUST COMPLETE THE FOLLOWING

**PAYMENT TERMS:** NET 45 DAYS

**DELIVERY DATE:** APRIL 1, 2018

**BIDDER NAME/ADDRESS/CERTIFICATIONS:**

**AUTHORIZED BIDDER SIGNATORY**  
(print and sign in ink):

**BIDDER PHONE #:**

**BIDDER FAX #:**

**BIDDER EMAIL ADDRESS AND WEBSITE:**

**IMPORTANT: SEE STANDARDS AND TERMS**

**CITY OF DEXTER – PORTABLE TOILET RENTAL 2018 - 2021  
STANDARD TERMS AND CONDITIONS**

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The City reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the City. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the City, or their authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the City's solicitation document and a vendor's response, the language contained in the City's original solicitation document will prevail.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the City of Dexter. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**E-MAIL/FACSIMILE RESPONSES:** E-Mail and Facsimile responses will be not be accepted. Bids, or portions thereof, received after the due time will not be considered.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the City, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**RIGHT TO REJECT:** The City has the right to reject bids and proposals with reason.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the City is allowed 30 days to pay such invoices.

**TAX EXEMPTION:** The City of Dexter is tax exempt (#38-6004671).

**TERMINATION OF CONTRACT:** Unless otherwise stated, the City may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**COMPLIANCE WITH WORKERS' COMPENSATION ACT**

The Contractor is required to supply the City of Dexter with proof of compliance with the Workers' Compensation Act while performing work for the City of Dexter. Neither the Contractor nor its employees are employees of the City. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be

received by the City, within 10 working days of the Notice of Award and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

### **CONTRACT TERMINATION**

Termination for Cause. The City may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

### **INSURANCE REQUIREMENTS – BID/PROPOSAL**

**General Requirements:** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Dexter, Michigan.

**Primary Insurance:** The Contractor's insurance coverage shall be primary insurance as respect to the City, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

**Specific Requirements for Commercial General Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Coverages shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions, or equivalent; (e) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

**Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

**Specific Requirements for Automobile Liability:** The Contractor shall purchase and maintain coverage with limits of not less than \$300,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**Certificate of Insurance/Endorsements:** Insurance must be placed with an insurer with a Best's rating of no less than A-. This insurance must be maintained for the duration of the contract. The City must receive all required certificates and endorsements within 10 days from the date of the Notice of Award before a contract will be issued. Work may not commence until a contract is in place. The Contractor must notify the City immediately, and no less than 30 days, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The City reserves the right to require complete copies of insurance policies at all times.

**Proof of Insurance Coverage:** The contractor shall provide the City of Dexter, Michigan, at the time contracts are returned for execution, certificates and policies listed below:

- A. Certificate of Insurance for Worker's Compensation Insurance;
- B. Certificate of Insurance for Commercial Liability Insurance;
- C. Certificate of Insurance for Automobile Liability Insurance;
- D. Original Policy, or Original Binder pending insurance policy, or Owner's & Contractor's Protective Liability Insurance;
- E. If so requested, certified copies of all policies mentioned above will be furnished.

**Hold Harmless:** (Page HHA-1) of this contract shall be executed by the contractor and submitted no later than 10 days following the Notice of Award and acceptance of the contract.

## HOLD HARMLESS AGREEMENT

"To the fullest extent permitted by law, \_\_\_\_\_, agrees to defend, pay in behalf of, indemnify, and hold harmless the City of Dexter, its elected and appointed officials, employees and volunteers and others working for or in behalf of the City of Dexter, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Dexter, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Dexter, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# City of Dexter, Michigan

## INVITATION TO BID FOR PORTABLE TOILET RENTAL 2018 - 2021

**Issue Date:** January 22, 2018

**Written Questions Due:** February 9, 2018 by 5:00pm

**Contact:** JBreyer@DexterMI.gov, 734-580-2234

**Bids Due:** February 26, 2018 by 2:00pm

No further bids will be accepted after this time.

### **Invitation to Submit Proposals**

Specifications and forms may be accessed or down loaded from the Michigan Intergovernmental Trade Network (MITN) website (<https://www.bidnetdirect.com/mitn>) or obtained at the City Office, 8123 Main, 2<sup>nd</sup> Floor, Dexter, MI 48130. Bidders shall submit one (1) hard-copy proposal in person or by mail to the addresses listed below. The Dexter City Office (8123 Main St., 2<sup>nd</sup> Floor) must be in possession of the bid by the stated deadline.

#### **Mailing Address**

City of Dexter  
8140 Main  
Dexter, MI 48130  
Attention: Portable Toilet Bid

#### **Physical Address**

City of Dexter  
8123 Main St., 2<sup>nd</sup> Floor  
Dexter, MI 48130  
Attention: Portable Toilet Bid  
Mon – Fri, 9am – 5pm

### **General Specifications**

The City of Dexter wishes to establish a three-year blanket purchase order with a vendor to provide portable toilets for use in the City's parks. Quantities and use estimates are provided in tables attached to this document. Additional service may be requested on established units and/or additional units may be required for other special events not listed.

1. Pricing must be firm through the proposed term.
2. Unit prices must be all inclusive. There shall be no additional charges for delivery, fuel surcharge, damage waiver, insurance, or any other separate charges.
3. All portable toilet units will contain the following items, and the cost of these items shall be incorporated into the monthly cost of each unit:
  - a. toilet paper;
  - b. hand sanitizer;
  - c. flip-up seats.

4. Prorated rental fees will be provided for less than a full month's rental, which will be based on the day of cancellation by the City with advanced notice by phone or in writing, even if the unit is removed at a later date.
5. Extra service must be available with advanced notice by the City by phone or in writing.
6. At the vendor's discretion, seasonal portable toilets may be left on-site during the months that the toilets are closed. Closed toilets must be locked and winterized if left on-site.
7. The vendor shall be responsible for maintaining all units and generally keeping them in a clean and sanitary condition.
8. The vendor shall be responsible for general repair to the units.
9. The vendor shall be responsible for repairing any damage done to any City park (including damage to grass and amenities), which is caused by the vendor's trucks accessing or servicing the toilets.

### **Reservations**

The City of Dexter has the right, in its sole and absolute discretion, to reject any bid, waive informalities, or accept any bid it deems to be in the City's best interests. The City of Dexter has the right to modify any of the information provided with this invitation to bid and the City has the right to provide the candidate firms with additional information at any time during the selection process.

The candidate firm shall review this Invitation to Bid and all materials or addendums associated with this ITB, and shall prepare all materials for submittal and all presentations at their sole cost and expense, and the City of Dexter shall not be responsible for any cost or expense incurred by the candidate firms in such reviews and preparations.

### Existing Units

Location/Event	Unit Type	# of Units	Service	Estimated Number of Service Weeks	Notes
Community Park	Regular	2	1 x week	32	Typically closes November 1st - April 1st, depending on weather
Mill Creek Park North	Regular	1	1 x week	32	Typically closes November 1st - April 1st, depending on weather
Monument Park	Regular	1	1 x week	32	Typically closes November 1st - April 1st, depending on weather
First Street Park	Regular	1	1 x week	32	Typically closes November 1st - April 1st, depending on weather
Monument Park	Handicap	1	1 x week	52	Service Typically Reduced to 2 x month during November 1 - April 1
Mill Creek Park North	Handicap	1	1 x week	52	Service Typically Reduced to 2 x month during November 1 - April 1

### Bid Form

Bid Item	Service	2018-2019	2019-2020	2020-2021	Bid Cost Basis
Regular Unit	1 x week				Per Month
Regular Unit	2 x week				Per Month
ADA/Handicap Unit	1 x week				Per Month
ADA/Handicap Unit	2 x week				Per Month
ADA/Handicap Unit	2 x month				Per Month
Regular Unit - Event	1 x day				Per Day
Handicap Unit - Event	1 x day				Per Day
Additional 1 Time Service on Regular Unit					Per Occurance
Additional 1 Time Service on Handicap Unit					Per Occurance