

Town of Wellfleet

Invitation for Bids

The Town of Wellfleet is seeking sealed bids from qualified companies to provide the leasing and maintenance of portable toilets for use at special events, in beach or park areas and/or other applications where temporary and/or permanent portable units may be required.

Bid specifications may be obtained from the Town of Wellfleet, Town Administrators Office, 300 Main Street, Wellfleet, MA 02667.

Bids will be received at the Town Administrators Office, Town Hall, 300 Main Street, Wellfleet, MA 02667, on or before **April 11, 2017 at 2:00PM.**

Sealed envelopes containing bids shall be clearly marked **“Portable Toilets Bid”**

Prevailing Wages Apply.

NOTE: One original and three (3) copies of each bid shall be submitted. NO faxed proposals will be accepted.

The Town of Wellfleet reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the Town.

All bids for this project are subject to the provisions of Massachusetts General Laws, Chapter 30B as amended.

The Town of Wellfleet fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all Town activities.

Invitation for Bids for the Leasing and Maintenance of Portable Toilets

The Town of Wellfleet is seeking sealed bids from qualified companies to provide the leasing and maintenance of portable toilets for use at special events, in beach or park areas and/or other applications where temporary and/or permanent portable units may be required. The Town is interested in obtaining bids for rental of all units for the locations identified in this bid, as well as for all services related to the maintenance, repair, and/or replacement of these products.

General Information and Bid Submission Requirements

Bid Delivery

All bids must be delivered to:
Town Administrator's Office
Town Hall
300 Main Street
Wellfleet, MA 02667

No later than April 11, 2017 at 2:00PM.

One original and two copies of the bid should be submitted. Bids must be sealed and marked as follows: Portable Toilets Bids.

All bids must include a non-collusion form, tax compliance certificate, bid pricing sheet, and reference form as provided in this IFB.

Bid Signature

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

Time for Bid Acceptance

The contract will be awarded within 60 days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between Town of Wellfleet and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

Changes and Addenda

If any changes are made to this IFB, an addendum will be issued. Addenda will be e - mailed or faxed to all bidders on record as having picked up the IFB.

Questions about the IFB

Bidders are not to base their bids on verbal interpretation by any employee of Town of Wellfleet or any of the towns involved. Questions concerning this invitation for bids must be submitted in writing no later than April 7, 2017 at 2:00PM to:

Brian Carlson, Assistant Town Administrator
Town Hall
300 Main Street
Wellfleet, MA 02667
Brian.Carlson@wellfleet-ma.gov

Questions may be delivered, mailed, or faxed. Written responses will be e-mailed or faxed to all bidders on record as having picked up the IFB.

It is the responsibility of every bidder who receives this bid electronically, to check for any addenda or modification to this solicitation, if they intend to respond. Town of Wellfleet accepts no liability to provide accommodation to bidders who submit a response based upon an out-of-date solicitation document.

Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

A bidder may correct, modify, or withdraw a bid by written notice received by the Town prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.____" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the bidder will be allowed to

correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

If this bid is received electronically, bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Town of Wellfleet accepts no liability and will provide no accommodation to bidders who fail to check for amended bids and submit inadequate or incorrect responses.

Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

Right to Cancel/Reject Bids

The Town of Wellfleet reserves the right to cancel this IFB, or reject in whole or in part any and all bids, if it is determined that cancellation or rejection serves the best interest of the municipality.

Bid Prices to Remain Firm

All bid prices submitted in response to this IFB must remain firm for 60 days following the bid opening.

Unforeseen Office Closure

If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

Purchase Description/Scope of Services

Bidders **must** be able to provide product(s) for locations identified in Attachment A, in line with the specifications below and be able to provide the services necessary to maintain, repair and/or replace the units they offer. In addition, selected units **must** have the capability to be ADA wheelchair accessible and must conform to relevant Massachusetts DEP regulations and certifications.

- Single and handicap accessible portable toilet units. All units will include, but not be limited to, toilet, urinal, **hand sanitizer**, and towel dispensers. Wheelchair accessible units must come complete with proper handrails, including vertical grab bars and accessories around the toilet area. All units must be self-contained and have the ability to be transported off the location as a complete unit when no longer needed.
- Are fabricated of heavy duty, durable, non-corrosive materials. All surfaces will be easily cleaned and free of sharp edges or protrusions and all installation screws secured. The unit will be fabricated for relatively easy disassembly and relocation purposes. Door handles and hinges will be heavy duty, stainless steel and units will be equipped with grab bars, skid resistant floors and levered door handles.
- Provide adequate avenue for adequate lighting. Any window areas should be at the top for privacy and will be fabricated with a removable lexan or plexiglass panel.
- Are well ventilated and odor-free. Toilet seats will be integral with the toilet itself, not a separate item. Any louvers or other openings will be screened for insects. Any system mechanicals, such as fans, motors, or batteries will be accessible for servicing. The unit mechanicals will be solar powered, with the panels discretely mounted on the roof. Panels will be mounted so that they can be easily removed in the off season and remounted at the season start-up. Batteries (specifically manufactured for solar systems) will be hidden inside the unit, protected from public access and composting debris. All materials, as recommended by the manufacturer, needed to start the unit (e.g. bedding materials) will be provided with the unit at the time of delivery.

- Can be constructed using environmentally preferable materials whenever possible and are designed to meet extreme weather conditions
- All products provided by contractors as a result of this bid must generally be commercial grade and meet all federal, state, and local standards for quality and safety requirements; for example: ASTM, NEMA and/or UL approved. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit and at no charge to the Commonwealth. All items purchased must carry a standard manufacturer warranty. All Bidders must be able to offer ADA Wheelchair Accessible units.
- Successful bidder must obtain all necessary permits/licenses required.
- **Company must post its phone number on the outside of every unit so that it is legible and complete.**
- **Cleaning record must be legible, complete (time and date) and displayed on the inside of every unit.**
- **Vendor must pay prevailing wages as per the Prevailing Wage Schedule attached as Attachment E**
- **Vendor shall respond to the location within 2 hours upon notification on a 24/7 basis.**

Maintenance and Other Services:

- Maintenance includes seasonal servicing, removal and disposal of liquid and solid wastes, repairs or replacements of system components, installation and relocation of equipment.
- It should be understood that the repair/replacement of the equipment or components may be the result of unanticipated equipment failure, vandalism, or other conditions such as the need to meet changing public health needs.
- When units are pumped, they must also be cleaned; hosed and washed.
- All units are to be cleaned and stocked with toilet paper and hand sanitizer on each service date.

Emergency services are to be available 7 days a week.

Damaged or Stolen Toilets: *If for any reason a portable toilet facility has been damaged or stolen, the contractor **must** absolve the Town or municipality of any responsibility for the cost of replacement of the unit(s). Replacement must be at the original rental rate and will occur within a two hour period Monday thru Friday during normal business hours.*

Contract Period:

The term of the contract will run for the times specified on the attached list of locations as Attachment A. Also, listed here for convenience.

Portable Toilet Specifications 2017				
WELLFLEET				
Location	ADA	Regular	Pumping schedule	Dates
Cahoon Hollow Beach	1	5	daily	June 17 to September 4
Great Pond	1	1	daily	June 17 to September 18
Indian Neck	1	1	daily	June 17 to September 18
Duck Harbor	1	1	daily	June 17 to September 18
Duck Pond	1	0	three times/wk - Tuesday, Friday and Sunday	June 17 to September 18
Beach Office	1	3	daily	June 17 to September 18
Powers Landing	1	0	Three times a week	June 17 to September 18
Mayo Beach	1	0	three times/wk - Tuesday, Friday and Sunday	April 1 - June 30
Elementary School	1	0	three times/wk - Tuesday, Friday and Sunday	April 15 to Columbus Day
Elementary School playground	2	0	daily	June 17 to September 18
Lond Pond	1	2	daily	June 17 to September 18
Terminus of CC Rail Trail	1	1	Daily	July 1 to September 18
Bakers Field	1	2	Daily	June 17 to September 18
	1	1	Three times a week	September 19 to November 1
			Three times a week	November 2 to June 30
1. Emergency services must be available seven days a week/24 hours a day from June 17 to September 18.				
2. Vendor will supply telephone/cell numbers for communicating emergency responses.				
3. Vendor response time of no more than 2 hours is required.				
4. A per diem charge for emergency portable toilets is required.				
5. All portables will be removed in a timely fashion at the end of the contracted period.				
6. Contracts for portable toilets are subject to prevailing wages.				

Delivery Terms

Delivery will be made via contractor's vehicles or common carrier. Liability for product delivery remains with the contractor until properly delivered and signed for by the responsible ordering department. Contractors may not hold deliveries for the purpose of consolidating deliveries unless agreed upon by the purchasing department.

Delivery of products will be made to the site specified in the order during normal business hours and in compliance with the specifications of the ordering entity. All items will be delivered including set-up of all units to the point of "ready to use" condition.

When the municipality deems that a portable toilet is necessary at a location, the municipality will inform the contractor no later than three (3) working days prior the date the unit(s) is needed. The contractor **must** then deliver goods in 3 business days from the receipt of an order unless otherwise mutually agreed upon by the purchasing department, with exceptions being made for special orders and backorders. The transport of all equipment relating to the service must be done by vehicles that have passed all Massachusetts Inspection regulations. In emergency situations departments may need products/services immediately. The contractor is expected to work with the Municipality to provide units as soon as possible in these situation.

Prevailing Wage Requirements

Contractors on all construction projects must comply with the Prevailing Wage Rates for the appropriate classification of work. (Prevailing wage rates attached as Attachment E).

Invoicing and Contract

Vendor is to contact the Town to make arrangements for billing addresses. Vendor is to invoice on original invoices only. All services are to be billed monthly for the previous month's service, with facility location identified on each invoice.

References

Bidders **must** submit three (3) commercial business references for which they have supplied similar products within the past eighteen (18) months, which is similar in size and scope to this bid. References should include: name and address of business reference, contact name with business telephone number and fax number, and estimated annual dollar value of products supplied. This information should be submitted on the attached Reference Form (Attachment B).

Performance Bond

A performance bond in the amount of \$5,000, either as a cashier's check or Insurance Bond, shall be provided to the Town by the contractor upon award of the project. Should the contractor fail to make delivery, maintain the facilities, or respond to the Town's request in accordance with specification, the bond may be retained by the Town as liquidated damages. Any bond amount on file with the Town will be returned within ten (10) days after removal of the facilities.

Insurance

General Insurance Requirements

Prior to the commencement this Contract, the Vendor shall procure and maintain during the life of the Contract and beyond as required, the types and limits of insurance as outlined below:

- a. All insurance required of the Vendor will be maintained with companies assigned a letter rating in the "A- VIII" category from A.M. Best or which are otherwise acceptable to The Town of Wellfleet, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.
- b. Each policy (except workers' compensation and personal property) shall include Town of Wellfleet, and all other political subdivisions/entities as their interests may appear in the awarded scope of work (herein after referred to as "all other political subdivisions"), its officers and employees as Additional Insureds or loss payees as their interests may appear. Each policy shall indicate that the coverage is primary and non-contributory.
- c. Each policy shall contain a waiver of subrogation in favor of Town of Wellfleet, and "all other political subdivisions," its officers and employees.
- d. No policy must be allowed to expire, be cancelled or materially modified without thirty (30) days' prior written notice to the Chief Procurement Officer, Town of Wellfleet.

Liability Insurance

The Vendor shall be fully responsible for all claims for damages for bodily injury, including wrongful death, and all claims for property damage, which may result from the performance of this Contract by the Vendor, or any of their respective agents or employees. The Vendor's liability shall not be limited to the extent of the insurance required herein. The Vendor shall take out and maintain in force during the life of this Contract the following types of insurance to protect The Town of Wellfleet, and "all other political subdivisions," its agents, and employees from claims which may arise from operations by himself or by anyone directly or indirectly employed by Vendor or working on their behalf.

- a. **Commercial General Liability Insurance:** to cover all claims for damages for bodily injury including accidental death, as well as claims for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars (1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. Personal and Advertising Injury coverage shall be provided at a limit of (\$1,000,000).

The Town of Wellfleet and "all other political subdivisions" shall be named as an additional insured on all public liability and property damage insurance policies. The policy shall include a waiver of

subrogation in favor of The Town of Wellfleet, and “all other political subdivisions.” No insurance policy obtained pursuant to this section shall contain a deductible or self insured retention.

- b. Automobile Liability:** to cover the liability of the Vendor arising from operations on and off the site of all motor vehicles whether they are owned, non-owned or hired. The policy shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars (\$1,000,000).

The policy should include a Broadened Pollution Endorsement (CA 99 48) if Vendor is bringing fuel cans or possible pollutants, mobile equipment or other gas powered tools on-site. If hauling hazardous materials, contaminants or pollutants, the policy shall include coverage form MCS-90 in accordance with Sections 29 and 30 of the Motor Carrier Act of 1980.

- c. Umbrella Liability:** to protect the Vendor against all claims excess of the commercial general liability and automobile liability mentioned above and employer’s liability coverage mentioned in the paragraph below. The coverage provided by the umbrella policy shall be at least as broad as the underlying policies. The limit of protection provided by the policy shall be a minimum of one million dollars (\$1,000,000) or such other amount if required by The Town of Wellfleet and indicated via addendum to this Contract.

Workers’ Compensation and Employer’s Liability Insurance

Before commencing performance of this contract, the Vendor shall provide insurance for the payment of compensation and the furnishing of other benefits under the Massachusetts General Laws Chapter 152 (the so-called Workers Compensation Law) to all persons to be employed under this contract, the workers’ compensation laws of any other state if there are any persons employed outside of Massachusetts, and any requirement for compensation required under any Federal Act for any maritime employee, longshoreman or harbor workers, and shall continue such insurance in full force and effect during the term of this contract. The contract shall, without limiting the generality of the foregoing, conform to the provisions of the General Laws Chapter 149 S34(a), which section is incorporated herein by reference and made a part hereof.

The Vendor shall provide employer’s liability insurance in an amount not less than \$500,000 for each accident or disease for each employee.

Personal Property Insurance

Any tools, equipment, materials, and other personal property owned by Vendor shall be at the sole responsibility and risk of Vendor. The Town of Wellfleet, and “all other political subdivisions” shall not be liable for any loss, damage, or theft to such property. Any insurance that Vendor elects to maintain on Vendor’s personal property and materials shall be at the sole responsibility and cost of Vendor.

Rule for Award

Bidders will submit unit pricing and overall annual cost for portable toilets for seasonal use, year round use and special events; as well as a cost for emergency pumping. All locations and pumping schedules are identified on Attachment A. Award will be made to the responsive, responsible vendor offering the lowest annual overall price.

Required Documents

Failure to provide the following documents with your bid submittal could result in rejection of your bid.

- Attachment B – References
- Attachment C – Bid Form
- Attachment D – Certificate of Non-Collusion and Tax Compliance

ATTACHMENT A

Portable Toilet Specifications 2017

Portable Toilet Specifications 2017				
WELLFLEET				
Location	ADA	Regular	Pumping schedule	Dates
Cahoon Hollow Beach	1	5	daily	June 17 to September 4
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Beach Office	1	3	daily	June 17 to September 18
Powers Landing	1	0	Three times a week	June 17 to September 18
Mayo Beach	1	0	three times/wk - Tuesday, Friday and Sunday	April 1 - June 30
Elementary School	1	0	three times/wk - Tuesday, Friday and Sunday	April 15 to Columbus Day
Elementary School playground	2	0	daily	June 17 to September 18
Lond Pond	1	2	daily	June 17 to September 18
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Bakers Field	1	2	Daily	June 17 to September 18
	1	1	Three times a week	September 19 to November 1
	1		Three times a week	November 2 to June 30
1. Emergency services must be available seven days a week/24 hours a day from June 17 to September 18.				
2. Vendor will supply telephone/cell numbers for communicating emergency responses.				
3. Vendor response time of no more than 2 hours is required.				
4. A per diem charge for emergency portable toilets is required.				
5. All portables will be removed in a timely fashion at the end of the contracted period.				
6. Contracts for portable toilets are subject to prevailing wages.				

ATTACHMENT B
REFERENCE FORM

Bidder: _____

Bidder must provide references for:

Bidders **must** submit three (3) commercial business references for which they have supplied similar products within the past eighteen (18) months, which is similar in size and scope to this bid.

Reference: _____ Contact: _____
Address: _____ Phone: _____
_____ Fax: _____
Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____
Address: _____ Phone: _____
_____ Fax: _____
Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____
Address: _____ Phone: _____
_____ Fax: _____
Description and date(s) of supplies or services provided: _____

attach additional sheets if necessary

ATTACHMENT C BID PRICING SHEET

The Town reserves the right to accept or reject any or all proposals should such action be deemed in the best interest of the municipality.

The undersigned agrees to supply all equipment, supplies, warranty and repair service agreement as per the attached specifications and Attachment A.

Bidders are to provide one overall price to the Town, plus a price for additional pumping for each special event(s), if applicable.

Town	ADA Units per unit/per day	Regular Units per unit/per day	Overall Price – entire contract period	Additional/ Emergency Pumping	Special Event per day	Additional Emergency Units per Day
Wellfleet						

The undersigned agrees to abide by prevailing wage requirement.

Signature of Person Submitting Bid:_____

Title:_____

Company Name:_____

Address:_____

Tel.#_____ Fax.#_____

Email Address: _____

ATTACHMENT D

CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: _____

Address: _____

Signature of Individual Signing

Bid, or Corporate Officer: _____

Telephone Number: _____

Social Security Number

Or Federal Identification Number: _____

Date: _____

Any person or corporation which fails to execute this document
will be considered a non-responsive bidder
and will be rejected pursuant to MGL Chapter 30B.

**ATTACHMENT E
PREVAILING WAGE**

SEE SEPARATE ATTACHMENT

SAMPLE AGREEMENT

This agreement made the **XXXX** by and between **XXXXXXXXXXXX** hereinafter called the "CONTRACTOR" and The Town of Wellfleet hereinafter called the "TOWN".

WITNESSETH, that the Contractor and the Town for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all of the materials/services called for in the specifications for:

"XXXXXX XXXXXXXX."

ARTICLE 2. TIME PERIOD

A. This contract is for the period of **XXXXXXX** .

B. The work to be done under this contract shall be completed: **see "A"**.

ARTICLE 3. THE CONTRACT SUM

The Town shall pay the contractor:

A. **XXXXX**

B. **See "A"**

ARTICLE 4. TIME OF PAYMENT

The Town shall pay the Contractor on original invoices only.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Bid together with this Agreement, form the Contract, and they are as fully a part of the Contract as attached and incorporated herein by reference.

ARTICLE 6. TERMINATION FOR CAUSE

The Town may terminate this Agreement, for cause, at any time upon written notice to the other party designating the reason for said termination. Termination shall be effective immediately.

IN WITNESS WHEREOF the parties hereto have executed the Agreement, the day and year first above written.

By: _____

TOWN OF WELLFLEET

TOWN ADMINISTRATOR, TOWN OF WELLFLEET