

Solicitation 638

Rental and Servicing of Portable Toilets

Bid Designation: Public



Capitol Region Council of Governments

BIDSYNC VENDOR BILLING AGREEMENT

BidSync will contact the Accounts Payable personnel for your company for any billing related questions. Please complete the Account Payable information below:

COMPANY NAME:

ACCOUNTS PAYABLE (AP) CONTACT
 First name:
 Last name:

DIRECT EMAIL ADDRESS:

DIRECT PHONE NUMBER:

ALTERNATE PHONE NUMBER:

FAX NUMBER:

BILLING OPTIONS

By selecting one of the following billing options and placing an offer, you are agreeing to pay BidSync 2% of the award amount, if you are the winning bidder. If you are the winning bidder, the agency will confirm the award amount once the bid has ended and the agency has made an award decision. The invoice you will receive from BidSync will reflect your billing selection and payment due dates for the amount awarded to your company by the agency.

- PAY ON INVOICE**
 BidSync's Pay On Invoice options allows Vendors greater flexibility working with lengthy Government contracts by accepting payment of the fee divided into three equal payments. The payments will be due within 30 days, 60 days, and 90 days from the date of the initial award. If at any time the payment is late, penalties and interest will apply.
- PAY ON AWARD**
 BidSync's Pay On Award option offers a 2.0% discount to the total fee when full payment is made within thirty (30) days of the award. If full payment is not received within thirty (30) days of award, the pay option will default to the Pay On Invoice Option.
- CUSTOM PAYMENT SCHEDULE**
 BidSync's Custom Pay Schedule allows Vendors to tailor payment to be more appropriate to your contract. The Vendor may contact BidSync's Accounts Receivable at 800-990-9339, ext 478 to set a custom payment schedule, within fifteen (15) days of bid award. If arrangements have not been made within fifteen (15) days of bid award, the pay option will default to the Pay On Invoice Option.

If you have any questions about this Billing Agreement, you may directly contact BidSync's Accounts Receivable:

Toll free: 800-990-9339 ext. 245

Email: billing@bidsync.com

AGREEMENT CONFIRMATION

I, , as an authorized agent for

| _____ | (company name) have read and understood the above stated billing agreement. By indicating a billing selection above, I acknowledge and agree to make said payments directly to BidSync if my company is the **winning** bidder for this bid.

--	--

Signature of authorized agent

Title

--	--

Printed Name

Date

DISCLAIMER: If the Vendor does not pay BidSync within 60 days of invoice, the Vendor's access to the system will be discontinued and any outstanding amount may be sold to a collections agency. Any and all fees associated with collections will be borne by the Vendor. A late fee will accrue at the rate of two percent (2%) per month for any fees not paid when due. Notwithstanding the foregoing to the contrary, the fees charged pursuant to this section shall not contravene laws of the State where Vendor is based. We may, in our sole discretion, change our fee policies, the fees we charge, and some or all of our system or services at any time. All fees must be paid in U.S. Dollars. Vendor is responsible for paying any and all applicable taxes.

Bid 638 Rental and Servicing of Portable Toilets

Bid Number **638**
 Bid Title **Rental and Servicing of Portable Toilets**

Bid Start Date **In Held**
 Bid End Date **Dec 17, 2015 11:45:00 AM EST**
 Question & Answer End Date **Dec 14, 2015 3:00:00 PM EST**

Bid Contact **Maureen Barton**
Purchasing Assistant
Community Development
860-522-2217 ext 237
mbarton@crcog.org

Contract Duration **730 days**
 Contract Renewal **Not Applicable**
 Prices Good for **Not Applicable**

Bid Comments **The Capitol Region Purchasing Council invites sealed bids on behalf of its members for the RENTAL & SERVICING OF PORTABLE TOILETS for the period commencing March 1, 2016 and ending February 28, 2017**

Item Response Form

Item **638--01-01 - Base Unit Rentals and Services: Regular Units - PER MONTH**

Lot Description **Base Unit Rentals and Services**

Quantity **181 each**

Unit Price

Delivery Location **Capitol Region Council of Governments**
No Location Specified

Qty 137

TOWN OF GLASTONBURY

TOWN OF GLASTONBURY
 2155 MAIN STREET
 GLASTONBURY CT 06033

Qty 29

Town of Wethersfield

Town of Wethersfield
 505 Silas Deane Highway
 Wethersfield CT 06109

Qty 14

Town of Manchester

Town of Manchester
 Information Systems
 494 Main St
 Manchester CT 06040

Qty 1

Description

Regular Units - PER MONTH Added on Jan 21, 2008: North Branford: quantity 3. Added on Jan 20, 2012: Regular Units - PER MONTH Added on Jan 21, 2008: North Branford: quantity 3. Glastonbury: quantity 134

Item **638--01-02 - Base Unit Rentals and Services: Regular Units - PER DAY**
 Lot Description **Base Unit Rentals and Services**
 Quantity **1 each**
 Unit Price
 Delivery Location **Capitol Region Council of Governments**
No Location Specified
 Qty 1

Description
 Regular Units - PER DAY

Item **638--01-03 - Base Unit Rentals and Services: Handicapped Accessible Units - PER MONTH**
 Lot Description **Base Unit Rentals and Services**
 Quantity **66 each**
 Unit Price
 Delivery Location **Capitol Region Council of Governments**
No Location Specified
 Qty 54
TOWN OF GLASTONBURY
TOWN OF GLASTONBURY
 2155 MAIN STREET
 GLASTONBURY CT 06033
 Qty 6
Town of Manchester
Town of Manchester
 Information Systems
 494 Main St
 Manchester CT 06040
 Qty 6

Description
 Handicapped Accessible Units - PER MONTH Added on Jan 21, 2008: North Branford: Quantity 4. Added on Jan 20, 2012:
 Handicapped Accessible Units - PER MONTH Added on Jan 21, 2008: North Branford: Quantity 4. Glastonbury: quantity 50

Item **638--01-04 - Base Unit Rentals and Services: Handicapped Units - PER DAY**
 Lot Description **Base Unit Rentals and Services**
 Quantity **1 each**
 Unit Price
 Delivery Location **Capitol Region Council of Governments**
No Location Specified
 Qty 1

Description
 Handicapped Units - PER DAY

Item **638--01-05 - Base Unit Rentals and Services: ADA Compliant Units - PER MONTH**
 Lot Description **Base Unit Rentals and Services**
 Quantity **22 each**
 Unit Price

Delivery Location **Capitol Region Council of Governments**
No Location Specified

Qty 1
Town of Wethersfield
Town of Wethersfield
 505 Silas Deane Highway
 Wethersfield CT 06109

Qty 1
City of Middletown
City of Middletown
 245 deKoven Drive
 P.O. Box 1300
 Middletown CT 06457

Qty 20

Description
 ADA Compliant Units - PER MONTH

Item **638--01-06 - Base Unit Rentals and Services: ADA Compliant Units - PER DAY**
 Lot Description **Base Unit Rentals and Services**
 Quantity **1 each**
 Unit Price
 Delivery Location **Capitol Region Council of Governments**
No Location Specified

Qty 1

Description
 ADA Compliant Units - PER DAY

Item **638--01-07 - Base Unit Rentals and Services: Stand Alone Sinks - PER DAY**
 Lot Description **Base Unit Rentals and Services**
 Quantity **1 each**
 Unit Price
 Delivery Location **Capitol Region Council of Governments**
No Location Specified

Qty 1

Description
 Stand Alone Sinks - PER DAY

Item **638--02-01 - Additional / Optional Services: Additional Pumping/Cleaning**
 Lot Description **Additional / Optional Services**

	Regular Units	Handicapped Units	ADA Compliant Units	Notes
Additional Pumping/Cleaning				

Delivery Location **Capitol Region Council of Governments**
No Location Specified

Qty 1
TOWN OF GLASTONBURY
TOWN OF GLASTONBURY
 2155 MAIN STREET
 GLASTONBURY CT 06033

Qty 5

Town of Wethersfield

Town of Wethersfield
505 Silas Deane Highway
Wethersfield CT 06109

Qty 2

Town of Manchester

Town of Manchester
Information Systems
494 Main St
Manchester CT 06040

Qty 30

City of Middletown

City of Middletown
245 deKoven Drive
P.O. Box 1300
Middletown CT 06457

Qty 2

Description

Additional Pumping/Cleaning - per unit, each time Added on Jan 20, 2012: Town of Glastonbury - 4 additional pumping/cleaning
City of Middletown seeks pricing for 2 additional cleanings per week

Item **638--02-02 - Additional / Optional Services: Emergency Cleaning**

Lot Description **Additional / Optional Services**

	Regular Units	Handicapped Units	ADA Compliant Units	Notes
Emergency Cleaning				

Delivery Location **Capitol Region Council of Governments**

No Location Specified

Qty 1

TOWN OF GLASTONBURY

TOWN OF GLASTONBURY
2155 MAIN STREET
GLASTONBURY CT 06033

Qty 5

Description

Emergency Cleaning - each unit each time Added on Jan 20, 2012: Town of Glastonbury 4 emergency cleanings

Capitol Region Purchasing Council
241 Main Street, 4th Floor
Hartford, CT 06106

STANDARD BID AND RFP TERMS AND CONDITIONS

PURCHASING COUNCIL PURPOSE

The Capitol Region Purchasing Council ("Council") is a purchasing cooperative, acting under the auspices of the Capitol Region Council of Governments, which attempts to provide volume-based discounts to its Member Agency base through various cooperative procurement initiatives. To date, some 101 towns, boards of education and agencies across the State (38 of which are located in the Greater Hartford area) are eligible to take advantage of the Council's services.

BID FORMS/SUBMISSION OF BIDS

The Council exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. The Council accepts no responsibility for the receipt and/or notification of solicitations through any other company.

No oral, telegraphic or telephonic submittal will be accepted. IFB's, RFP's, RFQ's and RFI's shall be submitted in electronic format via **BidSync**. All Invitations For Bid (IFB), Requests For Proposals (RFP), Requests For Quotes (RFQ), Requests For Information (RFI) submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ and/or RFI. A formal, in-person bid opening will not be held.

EXCEPTIONS TO SPECIFICATIONS

Vendors are directed to make sure that they understand the terms and conditions as specified in this Invitation for Bid. Unless exceptions to any of the terms and conditions, including pricing, are specified as part of the bid response, it will be expected that all terms and conditions expressed herein are acceptable and shall govern resulting contracts. **Any variance from specifications, including product substitutes (as well as replacements for discontinued items) and pricing units (pounds, 50 lb bags vs. 100 lb bags, etc.) must be clearly noted in the vendor's bid response.**

SUBSTITUTION FOR NAMED BRANDS

Should brand name items appear in this bid, the bidder must make available specifications on any substitutions, and explain how the substitution compares with the named brand's specifications.

BID AWARD

A bid award shall be made by each respective Member Agency to the lowest responsible bidder(s). The lowest responsible bidder is that person or firm whose bid to perform the work is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Member Agency and whose bid documents comply with the procedural requirements stated herein. The award process may also include additional considerations such as the information provided on the bid forms and the bidder's perceived ability to fulfill his/her obligations as prescribed by these specifications. Each bidder must be prepared to show evidence of having satisfactorily carried out a similar contract, as inability to do so may be cause for rejection.

CONTRACT EXTENSION

With the consent of the contractor, the terms of any contract executed as a result of this Bid Invitation may be extended for a period of up to one year.

ESTIMATED QUANTITIES

The quantities as listed herein are estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of Member Agencies that decide to make an award off of this bid (as participation is voluntary) and the needs of the using departments in the various Member Agencies.

INCLUSION OF NON-PARTICIPATING TOWNS AND BOARDS OF EDUCATION

Any Member Agency, current or future, within the Capitol Region Purchasing Council shall be allowed to participate in

this bid during the life of the contract, even if it is not listed amongst the bid participants.

WITHDRAWAL OF BIDS

No bid submitted may be withdrawn, in whole or in part, without the written consent of the Capitol Region Purchasing Council.

REJECTION AND/OR CANCELLATION OF BIDS

The Council reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

RIGHT TO WAIVE ANY INFORMALITY

The cooperating Member Agencies reserve the right to waive any informality in a bid when such a waiver is in their best interest.

BID PRICES

All prices bid must be on the basis of F.O.B. delivery point, unloaded inside, unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal. **Note: The Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period. Prices bid shall apply throughout the term of the contract and will be construed as all-inclusive.**

TAXES

Member Agencies are exempt from the payment of any sales, excise or federal transportation taxes. The prices bid, whether a net unit price or a trade discount from catalog list prices, must be exclusive of taxes and will be so construed.

BILLING

Billing shall be made to each bid participant according to the terms set forth on each purchase order.

2% ADMINISTRATIVE FEE

The Capitol Region Council of Governments uses BidSync to distribute and receive bids and proposals. Responding vendors agree to pay to BidSync an administrative fee of two percent (2%) of the total ordered amount of all contracts for goods and/or services awarded to the vendor. The fee shall be payable for all Council bids unless specifically exempted by the Council. Refer to www.bidsync.com for further information.

REPORTING REQUIREMENTS

All orders placed on CRPC bids shall be reported to BidSync on a monthly basis. Please contact BidSync to set up this important reporting function at (800) 990-9339 (telephone) or email support@bidsync.com.

FAILURE TO COMPLY

All awarded vendors must comply with the 2% Administrative Fee and Reporting Requirements outlined in the CRPC General Terms and Conditions. Failure to comply within 60 days of orders and/or awards by CRPC members may result in the vendor being restricted from participating in future bids.

DELIVERY ARRANGEMENTS AND REQUIREMENTS

No delivery shall become due or be acceptable without a written order issued by the Member Agency concerned. Such order will contain the quantity, time of delivery and other important data.

REFERENCES

Upon request, vendors shall supply the names of other customers (preferably municipalities) to interested Member Agencies.

BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that Member Agencies may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

Moreover, if the contractor fails to make proper delivery within the time specified or if the delivery is rejected by the Member Agency, the Member Agency may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference.

INSURANCE REQUIRED OF SUCCESSFUL BIDDERS

The Successful bidder shall furnish a certificate of insurance which includes the coverages and limits set forth below; identifies the Member Agency as an additional insured; and provides for at least ten (10) days prior notice to the Member Agency of cancellation or non-renewal. Coverage is to be provided on a primary, non-contributory basis:

- a. General Liability Insurance, including Contractual Liability Insurance and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year; and limits of \$500,000 for all property damage aggregate per policy year or a limit of \$1,000,000 Combined Single Limit (CSL). A Waiver of Subrogation shall be provided. All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$1,000,000 aggregate per policy year; and limits of \$500,000 for all damages because of property damage sustained as the result of any one occurrence or \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- c. Worker's Compensation Insurance in accordance with Connecticut State Statutes.

The insurance requirements listed above are minimum requirements for successful bidders. Awarding agencies may require higher insurance limits.

FOR THE TOWN OF WEST HARTFORD ONLY

Please see Attachment A concerning the town's insurance requirements.

FUTURE BID INVITATIONS

Future bid invitations may not be sent to vendors who do not bid on this invitation, unless they specifically request that their names be continued on the invitation list.

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

The Capitol Region Purchasing Council, an affiliate of the Capitol Region Council of Governments, subscribes to the Council of Governments' policy of Equal Employment Opportunity and Affirmative Action, and pledges to lend its support and cooperation to private and public agencies who are promoting public policy in this vital area of human relations. Vendors will be required to sign the certificate incorporated in the bid document relative to Equal Employment Opportunity and Minority/Female Business Enterprise (if applicable).

SEVERABILITY

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

ADDITIONAL TERMS AND CONDITIONS

The Vendor assigns to CRCOG all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold CRCOG harmless and indemnify CRCOG from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Resulting contracts are subject to the provisions of Executive Order N. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

The contract arising from the bid may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act

and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

QUESTIONS

General inquiries should be directed to Maureen Barton, Program Assistant, at the:

Capitol Region Purchasing Council
241 Main Street, 4th Floor
Hartford, CT 06106
Tel: 860-522-2217 ext. 237
Fax: 860-724-1274
E-mail: mbaron@crcog.org

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded either to the address above, **faxed to (860) 724-1274, emailed to mbaron@crcog.org, or posted to the BidSync online bidding system.** To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of proposals.

The Program Assistant will arrange as addenda, which shall be made a part of this Invitation for Bid and any resulting contracts, all questions received as above provided and the decisions regarding each. At least three (3) days prior to the receipt of bid proposals, the Program Assistant will **post a copy of any addenda to the BidSync system.** In special cases, the Program Assistant reserves the right to post clarifying information in the form of an addendum outside of the aforementioned timeline. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the BidSync website.

CRPC #638

CAPITOL REGION PURCHASING COUNCIL
INVITATION TO BID

RENTAL AND SERVICING OF PORTABLE TOILET UNITS

I. MODIFICATIONS TO GENERAL TERMS AND CONDITIONS

INTENT

The Capitol Region Purchasing Council, on behalf of CRPC members, requests bids from qualified vendors to provide for the RENTAL AND SERVICING OF PORTABLE TOILETS during the contract period beginning January 1, 2016 and ending December 31, 2017. The awarded vendor(s) shall be responsible for furnishing **all personnel, equipment, materials and incidentals** needed to properly furnish units in support of the program needs of the participating CRPC members.

Each respective CRPC member will make its own awards and payments according to the terms and conditions set forth in these specifications. A written order from each CRPC member will be required **before** any deliveries commence.

ESTIMATED QUANTITIES

The quantities specified herein are estimates only and have been provided for the purpose of competitive bidding. Actual quantities, however, will be contingent upon the total number of CRPC members which decide to make an award off of this bid (as participation is voluntary) and the needs of the using departments in the various CRPC members. The CRPC members reserve the right to add or reduce the number of units to an area, add or delete facilities in their entirety for both long-term and shorter special event rentals, extend the dates of use at any facility, or change the type of unit required, with proper advance written notice to the awarded vendor. Additional units and/or extended rental times shall be billed at the applicable monthly and/or per diem rates as provided at the time of the bid.

II. TECHNICAL SPECIFICATIONS/ADDITIONAL REQUIREMENTS

Regular, handicapped accessible and ADA compliant units shall be furnished under resulting contracts. All units shall be constructed of fiberglass and/or plastic and shall have an interior (bowl, seat, etc.) made of stainless steel, plastic, fiberglass or some other non-porous material. Toilet paper dispensers shall be lockable and vandal resistant; no loose rolls of paper are allowed in the units. In general, the units must be self-contained, odor-free, and non-polluting. To prevent tipping, all units must have a mechanism to be locked down (e.g., chained to a fence) or otherwise secured (e.g., staked into the ground).

Vendors must furnish a set of specifications, **with their bid**, for each type of unit for which a bid is furnished. Said specifications must detail the unit's dimensions (e.g., height, width, etc.), material composition, tank capacity and the recommended number of users between pumpings.

HANDICAPPED ACCESSIBLE/ADA COMPLIANT PORTABLE TOILET UNITS

While all such units must be handicapped accessible, only select CRPC members require that they also be ADA compliant. Responding vendors are therefore asked to provide pricing for both handicapped accessible and ADA compliant units (and associated services) in their bid response.

BID PRICES

Unit pricing shall be furnished on a **calendar month** basis and shall include the following: unit delivery and removal; maintenance; supplies (including but not limited to toilet tissue, sanitizing agents and other supplies as required); **and cleaning and contents pumping a minimum of once**

per week.

Vendors should note that the bid response also requests rental and servicing pricing on a **per diem basis** to accommodate shorter special events (e.g. daily, weekend rentals). **The per diem rental prices shall include all of the services outlined above under monthly rental pricing, except for the cleaning and pumping service.** Any participating CRPC member that requires cleaning and pumping services during a shorter special event period (e.g. daily, weekend rentals) will also be charged (in addition to the rental fee) the applicable unit costs noted under the ADDITIONAL/OPTIONAL SERVICES section of the Bid Form for cleaning services each time they are rendered. It should be noted that the same ADDITIONAL/OPTIONAL SERVICES line items will apply for any cleaning services requested by individual CRPC members in excess of the once per week cleaning that is part of the monthly rental rate.

Note that the Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period. **All prices bid shall remain in effect for the duration of the contract period.**

PRICING EXTENSION TO COMMUNITY GROUPS

Respondents are asked to indicate their willingness on the Information Sheet to extend their bid pricing to community groups (e.g. chambers of commerce, little league associations, etc.) if requested to do so by an awarding CRPC member. While it is presumed that billing for such rentals will be made directly to each affected group, other payment terms may be indicated on the Bid Form for the CRPC member's consideration.

UNIT INSPECTION

Each CRPC member reserves the right to inspect and approve units prior to or following contract award. It is expected that all subsequent deliveries shall have at least the same material quality as the accepted unit(s).

DELIVERY

All units shall be delivered clean, empty and fully stocked with toilet tissue and any other supplies as required. For pre-scheduled deliveries, pursuant to the rental schedule required by the awarding CRPC member, the designated point person for each CRPC member shall be contacted three (3) days prior to the delivery of units to: coordinate drop off dates and times; arrange for on-site staff to supervise the installations; and provide directions to each locale. For "unscheduled" units (i.e., additional units required due to larger than expected attendance, unforeseen special events, etc.), deliveries shall be made within twenty-four (24) hours of notification by the CRPC member.

CLEANING SERVICES

Required weekly cleaning services (as well as additional cleaning services requested for long-term and short-term rentals) shall include, but shall not be limited to: pumping contents; replacement of sanitizing agent and/or processing chemicals; replenishment of toilet paper supplies; sweeping; general disinfection and deodorization; minor repair work; and graffiti removal. Cleaning verification stickers must be placed inside each unit's door and must be kept current as each servicing occurs. Any cleanings not recorded on the schedule sticker will be assumed to have not occurred and will be deducted from appropriate invoices. Each participating CRPC member will be expected to negotiate their cleaning schedule at the time of contract award (i.e. day specificity, number of times per week, etc.).

The awarded vendor shall abide by all federal, state, and local laws, regulations and ordinances and any contract held by the participating municipalities regarding the pickup, removal and disposal of waste.

EMERGENCY CLEANINGS

Vendors shall indicate on their bid response any total additional charges to perform emergency cleanings (outside of the weekly cleanings outlined above). These cleanings would only be at the request of the CRPC member and would be outside the normal cleaning schedule. Vendors shall make these prices **all-inclusive** in their bid response.

REMOVAL

All units must be removed within five (5) calendar days following the end of the specified rental period and/or from the date a contract is terminated. The CRPC member may remove units not removed within the five (5) day period and all cleaning and removal costs will be charged back to the vendor.

INVOICING AND PAYMENTS

The awarded vendor shall submit an itemized invoice to each participating community on a monthly basis. Said invoice shall include the following information:

- Number and type of unit (standard, handicapped accessible/ADA compliant)
- Unit cost per month
- Applicable per diem rates
- Additional charges (extra cleanings)
- Location of unit
- Damage waiver (if applicable)
- Approved replacement costs (if applicable)

MINOR DAMAGES/UNIT REPLACEMENT COSTS

While the awarded vendor shall bear the costs of all minor repairs, each participating community shall pay one-half of the market value of a replacement unit in the event that said unit is destroyed beyond repair, as determined by the CRPC member's using department. However, the CRPC member's obligation to pay half of all approved replacement costs shall be waived by the vendor if the damage waiver option has been invoked. See below.

DAMAGE WAIVER OPTION

Respondents are asked to quote an optional damage waiver charge that can be added to the base cost of each unit. If this option is invoked, the CRPC member shall not be responsible for any replacement costs associated with units that may have been destroyed beyond repair.

COMPANY INFORMATION

Vendors are required to fill out and return the attached Information Sheet with their bid response for it to be considered complete. Said form includes questions concerning references, background checks, service territory boundaries, size of portable toilet inventory, available colors, unit specifications, subcontracting relationships and unit replacement costs.

II. RELATED RENTALS

STAND-ALONE SINKS

In addition to the portable toilet units covered by this bid, one CRPC member has asked the Council to secure prices for the daily rental of stand-alone sinks. Respondents are therefore asked to submit per diem prices for such units on the attached Bid Form and to include supporting product spec sheets (specifying dimensions/features) for the unit bid as part of their response. It should be noted that any prices furnished for such units will be made available to other interested CRPC members.

**CAPITOL REGION PURCHASING COUNCIL
INVITATION TO BID
RENTAL & SERVICING OF PORTABLE TOILETS**

INFORMATION SHEET

1. How many years has your firm been providing portable toilet services?

2. During the last three years, we provided portable toilet services to the following municipalities:

Town	Contact Person	Address	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

3. Please provide information on hiring practices for employees that deliver or service units to/on town property, specifically, background checks, criminal history checks, and licensing requirements.

4. Please check below which counties your company services (check all that apply):

- All counties
- Fairfield
- Hartford
- Litchfield
- Middlesex
- New Haven
- New London
- Tolland
- Windham

5. In order to insure that the successful bidder(s) can furnish acceptable services to a large number of CRPC members, the following information must be supplied:

a. We own the following number of units, which will be made available for the performance of any contracts resulting from our bid (please specify the number of standard, handicapped accessible and ADA compliant units):

b. We can obtain the following additional units (specify number) through lease, loan, or other subcontracting arrangements which will be available in order to fulfill our obligations under resulting contracts. Please specify the names of all partnering firms:

	5
	6

6. Please attach copies of the manufacturer's specifications for each type of unit bid. See the Unit Specifications provision contained herein. Please be sure to indicate the range of colors available.

7. Please indicate below the replacements costs for each type of unit bid:

- a. Regular Unit
- b. Handicapped Accessible Unit
- c. ADA Compliant Unit

8. Will your firm extend the pricing noted above to interested community groups?
YES NO

9. Work can commence within days of receipt of a purchase order.

Insurance Exhibit (West Hartford)

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

The Contractor shall procure and maintain the required insurance coverage against claims that may arise from, or in connection with the services and goods provided by the Contractor for the duration of the contract term, including any and all extensions. The Contractor shall provide the Town with a certificate of insurance confirming compliance with this exhibit prior to commencement of the contract. Such insurance shall be written for not less than specified, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever is greater. The Contractor shall assume any and all premiums and deductibles in the described insurance policies. Both the Contractor and Contractor's insurer(s) agree to have no right of recovery or subrogation against the Town and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice, ten (10) days notice for non-payment, has been given to the Town.

All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an Additional Insured and shall include, but not be limited to investigation, defense, settlement, judgment or payment of any legal liability. Failure to maintain the required insurance coverage and Additional Insured Endorsements shall be grounds for termination of the contract. It is agreed that the scope and limits of the insurance specified are minimum requirements and shall in no way limit or exclude the Town from additional limits or coverage provided under each policy. The policies shall be on the occurrence form and must be written by companies licensed to do business in the State of Connecticut. The Town's Risk Manager shall review any and all exceptions.

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Contractor shall continue to provide products/completed operations coverage for two (2) years after completion of the work.

Automobile Liability and Physical Damage Coverage: \$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

Umbrella Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate following form.

Workers' Compensation: Statutory limits including Employer's Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee as required by the State of Connecticut. If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by him during the course of the performance of this contract, however caused.

Personal Property for "all risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000.

Duly Authorized

Date

(Print Name Here)

GENERAL VENDOR INFORMATION

VENDORS ARE ASKED TO FILL OUT THIS FORM SO THAT THEIR BID RESPONSES ARE CONSIDERED COMPLETE.

The undersigned: is aware that any CRPC member may reject any and all bids, or any part of any and all bids; is aware that quantities furnished herein are estimates only; has not included any state or federal taxes for which the CRPC members are not liable; and is making this bid without collusion with any person, individual or corporation.

COMPANY

REPRESENTATIVE

POSITION

ADDRESS

(ZIP)

TELEPHONE #

FAX #

TAX ID #

E-MAIL ADDRESS

SIGNATURE

PAYMENT TERMS: % Days

DATE:

Question and Answers for Bid #638 - Rental and Servicing of Portable Toilets

Overall Bid Questions

There are no questions associated with this bid.