

**TOWN OF WINDSOR, COLORADO
INVITATION TO BID
PORTABLE RESTROOM SERVICES
TOW-PRC-2023-01**

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The Town of Windsor, Colorado will receive sealed Bids for supplying and maintaining portable restrooms for Windsor Parks and Recreation until 12 noon, Friday, February 17, 2023 at:

**TOWN OF WINDSOR
PARKS, RECREATION AND CULTURE DEPARTMENT
922 N. 15 Street
WINDSOR, COLORADO 80550**

Bids must be received prior to the above stated time and date. Any Bids received after this time and date will be returned, unopened.

Clearly mark your Bid Envelope showing the Project Name, the Bid Opening date and **YOUR COMPANY NAME**.

If any information/material is to accompany the Bid, please attach it to the Bid Forms.

SCOPE: Provide portable restroom services for Town of Windsor Parks, Trails, Cemetery, Programs and Special Events. Services shall include providing standard and/or ADA units, cleaning and on call services as further described in this RFP.

Direct questions on bidding procedures and technical questions on project work go to Bob Worthen, Project Manager, 970-674-5401 or rworthen@windsorgov.com.

No bids shall be withdrawn after opening of the bids without the consent of the Town of Windsor, Colorado, for a period of forty-five (45) days after the scheduled time of opening bids.

The Town of Windsor reserves the right to reject any or all bids, to waive any informalities in bids, and to accept the bid that, in the opinion of the Town, is to the best interests of the Town of Windsor, Colorado.

**TOWN OF WINDSOR, COLORADO
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I. INTRODUCTION:

A. PURPOSE:

It is the goal of this Request for Proposal to identify a vendor and execute a contract to implement Rental and Servicing of Portable Toilets.

B. GUIDELINES:

Offerors proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

II. FORMAT FOR PROPOSAL:

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each offeror must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the offeror's ability to provide the services specified in the RFP.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Town of Windsor.

C. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

D. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the offeror will provide

**TOWN OF WINDSOR, COLORADO
INVITATION TO BID
PORTABLE RESTROOM SERVICES
TOW-PRC-2023-01**

each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

E. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

One (1) hard copies of the Proposal and Appendix A pricing spreadsheet shall be submitted in a sealed package clearly marked with the name of the offeror and labeled TOW-Portable Toilets. The hard copy shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. One (1) CD containing the completed Appendix A pricing spreadsheet.

F. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided on the Town of Windsor Website. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

G. INCURRED EXPENSES:

The Town will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

H. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the contractors offer to meet the requirements of the RFP. DO NOT USE RING BINDERS.

I. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The Town reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the Town will be served by doing so.

**TOWN OF WINDSOR, COLORADO
INVITATION TO BID
PORTABLE RESTROOM SERVICES
TOW-PRC-2023-01**

TOWN OF WINDSOR

III. SCOPE OF WORK:

A. OVERVIEW:

The Contractor(s) shall provide all materials and labor to satisfy the Town of Windsor's need for portable toilet services as describe in Appendix A.

The services will require the Contractor(s) to partner with and cooperate with the ordering agency to make sure the Town receives the most current state-of-the-art services.

B. DETAILED REQUIREMENTS:

The requirements of this RFP are shown in Appendix A, attached, and made a part of the contract.

IV. PROPOSAL EVALUATION PROCEDURES:

A. BASIS OF AWARD:

The Town of Windsor shall award this contract to the most responsible and responsive offeror who best meets the terms and conditions of the proposal. The award will be made on basis of price, product evaluation, prior history of service and capability.

The Town of Windsor reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the Town of Windsor.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

B. REVIEW COMMITTEE:

A group with expertise in procurement, contract management, budgeting, and technical operations will comprise the Review Committee.

C. REQUIREMENTS OF THE OFFEROR:

The purpose of this section is to assist the Review Committee to determine the

**TOWN OF WINDSOR, COLORADO
INVITATION TO BID
PORTABLE RESTROOM SERVICES
TOW-PRC-2023-01**

ability of the organization to provide the services described in the application. The response should contain at a minimum the following information:

- Brief history of the organization, including accreditation status, if applicable.
- Applicant's experience, if any, providing similar services. At least three references are required.
- Financial information (balance sheets and income statements) for the past three years. Any information that can be provided indicating company is financially stable.
- Describe the methodology/approach used for this project including a work plan and timeline.

D. QUESTIONS:

Offerors are encouraged to submit questions in writing up until 5:00 p.m. on February 10, 2023 to Bob Worthen via email to worthen@windsorgov.com. An addendum will be issued and posted by February 13, 2023 answering all submitted questions.

**TOWN OF WINDSOR, COLORADO
INVITATION TO BID
PORTABLE RESTROOM SERVICES
TOW-PRC-2023-01**

TOWN OF WINDOR

**APPENDIX A
SCOPE OF WORK DETAILS**

1. **SCOPE OF WORK:**

This contract consists of (1) furnishing and servicing vendor owned units. The Town anticipates service requirements as Annual (year-round), Seasonal and Short term.

2. **SERVICE REQUIREMENTS:**

Routine service shall be based on the location and service needs as set forth in Appendix A, page 9. The typical individual requirements for each location are contained in the Appendix A. The successful contractor shall also be capable of providing emergency service and/or unit placement within four (4) hours notice which may include weekends and Holidays.

3. **VENDOR OWNED UNITS:**

- A. Prices for contractor owned units shall include furnishing of units, complete removal of wastes, replacements of appropriate chemicals to assure masking of odors, cleaning and disinfection of units, replacement of supplies, repairs to units and equipment. The successful contractor shall be responsible for repairs and replacement of their units due to damage resulting from vandalism, accidents, storms or otherwise.
- B. The contractor supplied units shall be clean and in good condition, and they shall have the overall appearance of a new unit. The units shall have firmly mounted doors with all attachments for user security. i.e., paper holder, screen and plastic pipe for venting.
- C. Units shall be weather proofed and vented to assure proper circulation of air and reduction of odors. Holding containers shall be leak proof.
- D. The Town reserves the right to make changes to the frequency of service, the receipt of additional services and additional units as warranted.

4. **SERVICE REQUIREMENTS VENDOR OWNED UNITS:**

- A. Units are anticipated to be serviced as per the scheduled requirements listed with each location (page 9 of this document). The successful contractor shall be capable of providing service to high use sites on a daily basis which may include weekends, Holidays and emergency situations.

**TOWN OF WINDSOR, COLORADO
INVITATION TO BID
PORTABLE RESTROOM SERVICES
TOW-PRC-2023-01**

APPENDIX A (Continued)

- B. Service shall include the complete removal of wastes, replacement of appropriate chemicals to assure masking of odors and cleaning and disinfection of units, replacement of supplies, repairs to units and equipment, and all other services necessary to maintain a neat and sanitary unit.
 - C. The successful contractor shall dispose of all wastes to the satisfaction of the Town.
 - D. The successful contractor shall be responsible for repairs and replacement of their units due to damage resulting from vandalism, accident, storm, or otherwise. Repairs or replacement of the unit shall be made by the contractor within twenty-four (24) hours of notification in order to ensure uninterrupted service.
 - E. Removal of units shall be done within a one (1) week period upon notification by the Town Representative.
 - F. The successful contractor shall properly dispose of trash that has been left in or immediately adjacent to each unit. Dumping the trash on the ground is **unacceptable**. The successful contractor shall work with the agency to determine the most reasonable and advantageous method to dispose of trash at their location.
 - G. Vendor shall provide list of equipment utilized to supply, service and maintain equipment which include the weight and size of each piece of equipment.
5. **ADDITIONAL REQUIREMENTS FOR PORTABLE UNITS:**
- A. All portable toilets, including handicap units, placed in the Town Parks or trails locations shall have a minimum 35-gallon capacity.
 - B. All portable units, including handicap units, placed in the Town Parks or trail locations shall be equipped with functioning hand sanitizing stations. The successful contractor shall be responsible for keeping hand sanitizing dispensers filled.
 - C. Successful contractor shall place a placard/sign in and on the units for the purposes of giving the public instructions for whom to contact if there is a problem with the unit. Placards are also required inside of each unit indicating when the unit was last serviced.

**TOWN OF WINDSOR, COLORADO
INVITATION TO BID
PORTABLE RESTROOM SERVICES
TOW-PRC-2023-01**

APPENDIX A (Continued)

- D. The successful contractor must be available to respond to weekend and holiday service and/or problems.
- E. The successful bidder will provide the Town of Windsor with one or more emergency "ON CALL" telephone numbers. Emergency response time is within four hours of notification by city personnel.

6. **DELIVERY AND INSTALLATION:**

Delivery, installation and start-up service shall be coordinated with the Town Representative to ensure proper placement. The contractor is responsible for properly securing each unit to mitigate issues resulting from high wind events. No tip over fees will be assessed by the contractor for poorly secured units. The Town contacts will be provided upon contract award.

Bid Schedule

All portable restrooms are vendor owned. Price per full month (no 28 day cycles). All units shall have hand dispensers.

Each Unit Price

	Standard Restroom	ADA Restroom
Regular Services- (Monthly)		
Every other week	\$	\$
1X Per Week Service	\$	\$
2X Per Week Service	\$	\$
3X Per Week Service	\$	\$
Special Event for additional units on weekends or holidays		
Price each per portable restroom	\$	\$
Price each for extra services	\$	\$
Daily Servicing	\$	\$
Service only		
Weekday Service Price	\$	\$
Weekend Service Price	\$	\$
Holiday Service Price	\$	\$
Emergency Service Price (Under 4 Hours)	\$	\$
Other charges		
Declare all charges that will be seen on invoices Over and above service listed above		
Delivery Charge	\$	\$
Fuel Surcharge	\$	\$
Environmental Charge	\$	\$
Deicer Charge	\$	\$
Tip Over Charge- Weekday	\$	\$
Tip Over Charge- Weekend	\$	\$
Misc. Charges (List what they are)		
Cost to Replace Vandalized Unit	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total Cost		
Total Cost for all Services Based on the Estimate Demand	\$	\$

PORTABLE RESTROOM SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of _____, 2023, between THE TOWN OF WINDSOR, COLORADO, a Colorado home rule municipal corporation ("Town"), and ("Service Provider").

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Service Provider agrees to provide portable restroom and other associated services in accordance with the Portable Restroom Services Proposal dated, _____, 2023 a copy of which is attached hereto as Exhibit A.

2. Contract Period. This Agreement shall commence upon the date of execution shown on the signature page of this Agreement and shall continue in full force and effect until December 31, 2023, unless sooner terminated as herein provided. In addition, at the option of the Town, the Agreement may be extended for an additional period of up to three years at the rates provided with written notice to the Professional.

3. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is prevented, the Service Provider must provide written notice to the Town of such condition within fifteen (15) days from the onset of such condition.

4. Early Termination by Town/Notice. Notwithstanding the time periods contained herein, the Town may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by

the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

:

Town:

Service Provider:

Town of Windsor

Attn: Bob Worthen

922 N 15th Street

Windsor, CO 80550

In the event of early termination by the Town, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

5. Contract Sum. The Town shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, per the attached Exhibit "A", consisting of ___ pages, and incorporated herein by this reference. All future extensions of this Agreement shall be accompanied by similar deposits and subject to payment of remaining amounts as provided herein for the year 2023.

6. Town Representative. The Town has designated Bob Worthen as its representative. Mr. Worthen shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this Agreement, and any extensions thereof. All requests concerning this agreement shall be directed to Mr. Worthen.

7. Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the Town of Windsor. The Town shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.

8. Personal Services. It is understood that the Town enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the Town.

9. Acceptance Not Waiver. The Town's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Town under this Agreement or cause of action arising out of performance of this Agreement.

10. Warranty. Service Provider warrants that all services performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.

11. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.

12. Remedies. In the event a party has been declared in default, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. Except as set forth in Section 14 below, in the event of litigation between the parties under this Agreement, each party shall bear its own attorney fees and costs.

13. Binding Effect. This Agreement, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Promises, undertakings or representations not set forth in this Agreement shall not be binding on the parties.

14. Indemnity/Insurance.

a. The Service Provider agrees to indemnify and save harmless the Town, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder. Such duty of indemnification shall extend to all costs incurred by the Town in defense of such claims.

b. The Service Provider acknowledges that pyrotechnics are by their nature capable of injury to persons and damage to property. The Service Provider shall take all reasonable precautions in performing the work hereunder to prevent injury to persons or damage to property.

c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the Town as an additional insured under this Agreement of the type and with the limits specified on page 7 of Exhibit A. The Service Provider before commencing services hereunder, shall deliver to Bob Worthen certificate evidencing the insurance coverage required from an insurance company acceptable to the Town.

15. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Service Provider represents and agrees that:

a. As of the date of this Agreement:

1. Service Provider does not knowingly employ or contract with an illegal alien; and

2. Service Provider has participated or attempted to participate in the

basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to confirm the employment eligibility of all newly hired employees.

b. Service Provider shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.

c. Service Provider shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Service Provider is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

d. Service Provider is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If Service Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Service Provider shall:

1. Notify such subcontractor and the Town within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Service Provider

shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. Service Provider shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

g. If Service Provider violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Town may terminate this Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages to the Town arising out of Service Provider's violation of Subsection 8-17.5-102, C.R.S.

h. The Town will notify the Office of the Secretary of State if Service Provider violates this provision of this Agreement, and the Town terminates the Agreement for such breach.

TOWN OF WINDSOR, COLORADO

By: _____
Bob Worthen
Parks Operation Manager

ATTEST:

Town Clerk

(Seal)

APPROVED AS TO FORM:

Town Attorney

COMPANY

By: _____

ATTEST:

(Corporate Seal)

CORPORATE SECRETARY

SAMPLE