

# **COUNTY OF BARNSTABLE**

## **PURCHASING**

### **DEPARTMENT OF FINANCE**

SUPERIOR COURT HOUSE  
P.O. BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

**Elaine Davis**  
Chief Procurement Officer

Phone: (508) 375-6637  
Fax: (508) 362-4136  
Email:  
edavis@barnstablecounty.or

#### **Invitation for Bids**

Barnstable County is seeking sealed bids on behalf of the Towns of Eastham, Provincetown, and Truro 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 Barnstable County Purchasing Department, Superior Court House, P.O. Box 427, 3195 Main Street, Barnstable, Massachusetts 02630.

Bids will be received at the Superior Court House, Office of the County Commissioners, Purchasing Department, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630, on or before **March 7, 2014 at 10:00AM.**

Sealed envelopes containing bids shall be clearly marked "**Portable Toilets – 2014**"

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

The County of Barnstable 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 County.

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

The County of Barnstable fully complies with federal, state, and local laws and directives governing equal opportunity, affirmative action and non-discrimination in all county activities and actively solicits bids/proposals from MBE/WBE businesses in accordance with County policy.

Dated at Barnstable, Massachusetts, this 18<sup>th</sup> Day of February, Two Thousand and Fourteen.

Elaine Davis  
**Chief Procurement Officer**

## **BARNSTABLE COUNTY**

### **Invitation for Bids for the Leasing and Maintenance of Portable Toilets**

Barnstable County is seeking sealed bids on behalf of the Towns of Truro, Wellfleet, Provincetown, Harwich and Eastham 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 Towns are 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:

Barnstable County Purchasing Department  
3195 Main Street  
PO Box 427  
Barnstable, MA 02630

No later than March 7, 2014 at 10:00AM.

One original and two copies of the bid should be submitted. Bids must be sealed and marked as follows: Portable Toilets – 2014.

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 Barnstable County 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 Barnstable County or any of the towns involved. Questions concerning this invitation for bids must be submitted in writing no later than February 28, 2014 to:

Elaine Davis  
PO Box 427  
3195 Main Street  
Barnstable, MA 02630  
Fax: (508) 362-4136

Email: [edav@barnstablecounty.org](mailto:edav@barnstablecounty.org)

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. Barnstable County 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 County 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 City 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. Barnstable County 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**

Barnstable County and each municipality 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 Barnstable County and 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, Superior Courthouse 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 capacity 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 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.**

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.
- A sufficient supply of toilet paper will be maintained at each unit by the vendor.

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 County 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.*

## **Delivery Terms**

Delivery will be FOB dock delivery 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 a 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

## **Invoicing and Contract**

Vendor is to contact Towns to make arrangements for billing addresses. Vendor is to invoice on original invoices only. The Barnstable County Commissioners will award the bid; however, it is the responsibility of each Town to contract with the awarded vendor.

## **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 \$5000, either as a cashier's check or Insurance Bond, shall be provided to the Towns 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 County of Barnstable, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.
- b. Each policy (except workers' compensation and personal property) shall include County of Barnstable, 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 County of Barnstable, 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, County of Barnstable.

### **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 County of Barnstable, 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 County of Barnstable 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 County of Barnstable, 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 County of Barnstable 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 County of Barnstable, 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 pricing for portable toilets for seasonal use, year round use and special events; as well as a cost for emergency pumping for all towns. All locations and pumping schedules are identified on Attachment A. Award will be made to the responsive, responsible vendor offering the lowest overall price for each town.

**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 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 County and each municipality reserves the right to accept or reject any or all proposals should such action be deemed in the best interest of the municipalities involved in the bid.

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 for each Town, plus a price for additional pumping for each Town and a price for special events.

<b>Town</b>	<b>Overall Price</b>	<b>Additional Pumping</b>	<b>Special Event per day</b>
<b>Eastham</b>			
<b>Truro</b>			
<b>Provincetown</b>			

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.

**SAMPLE AGREEMENT**

This agreement made the **XXXX** by and between **XXXXXXXXXXXXX** hereinafter called the "CONTRACTOR" and the County of Barnstable hereinafter called the "COUNTY".

**WITNESSETH**, that the Contractor and the County 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 County shall pay the contractor:

- A. **XXXXX**
- B. See “A”

**ARTICLE 4. TIME OF PAYMENT**

The County 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 County 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COUNTY OF BARNSTABLE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **BARNSTABLE COUNTY COMMISSIONERS**