

CITY OF JASPER, ALABAMA  
P. O. Box 1589  
400 19<sup>th</sup> Street West  
Jasper, Alabama 35502

Date: February 24, 2020

Bids to be opened at 11:00 A.M.  
Date: March 30, 2020

To Whom It May Concern:

Sealed bids will be received by the City of Jasper, Alabama, at Purchasing Agent's office in Jasper, Alabama, until the above time and date, and then opened as soon thereafter as practicable.

\_\_\_\_\_  
Derleda Abrom, Purchasing Agent  
City of Jasper, Alabama

**Specifications: PORTABLE TOILETS**

**SEE ATTACHED SHEETS**

If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Tax exemption certificates furnished upon request. City reserves the right to accept or reject all bids or any portion thereof.

**TO BE COMPLETED BY BIDDER**

We are in position to furnish the above at the prices shown and can make shipment within \_\_\_\_\_ calendar days after receipt of order. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the Bidder.

I hereby affirm I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise.

\_\_\_\_\_  
Name of Firm  
By \_\_\_\_\_  
Name  
Title \_\_\_\_\_

(Bids made out in pencil will not be accepted.)

**ALL BIDDERS MUST USE OUR BID FORM AND SHOW ON ENVELOPE THE OPENING DATE.**

**CITY OF JASPER  
PORTABLE TOILETS  
RENTALS AND SERVICES**

**SPECIFICATIONS**

**SCOPE:**

The City of Jasper, Alabama is seeking bids from vendors with the ability and resources to furnish and deliver Portable Toilet Rentals and Services and units for purchase in accordance with the terms and conditions in this bid specifications. This contract will also provide for purchase of units described and to be utilized to service City-owned Portable Toilets as noted.

This specification covers the furnishing and delivery, as well as the servicing and sanitizing/cleaning of portable chemical toilets at various locations and with various department and agencies within the City. All units will be consistent in color, appearance and age. These units are for public use and must present a positive image.

The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidental and related items necessary to complete the work in accordance with this specification and scope of work. Services that are not typical to type of service arrangement originally requested may be assessed per unit being rented or owned by City.

The contract period shall be for a twelve-month period from the date of contract award with an option to issue a second and third contract with same pricing, terms and conditions and agreement by both parties for second and third twelve-month periods. The total quantity of rental units, City owned units or purchases under the contract are not known. Orders will be placed, as the City of Jasper has need. Any rebates/ incentives offered by the manufacturers after the bids have been opened will be passed to the City of Jasper.

All bids can be held for a period of sixty days after bid opening before awarding the contract. Bids will be evaluated by item and/or total and may be awarded by item, group or total whichever is in the best interest of the City. **No additional charges other than items listed on the bid sheet will be allowed.** Listing other charges on bid may cause rejection of bid. Delivery time must not exceed twenty-four hours after notification of need. Noncompliance with this can cause cancellation of contract. The City reserves the right to use other vendors in the event contract vendor cannot provide product or service in time needed. The City reserves the right to inspect the vendor's inventory of units prior to award of a contract.

Successful vendor shall maintain in force at its own expense all insurance required by any applicable federal, state or local statutes, laws, rules or regulations. Vendor shall obtain any and all federal, state and local permits and licenses required to execute the contract as described. Vendor further agrees to abide by all applicable federal, state and local codes, regulations statutes, ordinances and laws including but not limited to Equal Employment, Anti-Discrimination, Immigration, Wage and Salary, Drug Free Workplace and Disability. The successful bidder must provide a copy of their Waste Water Discharge Permit before the Purchasing Agent can make the award of the contract. The vendor must maintain all necessary licenses, permits and insurance for the entire of this contract.

The relationship of the Vendor and its employees to the City is that of independent contractors and not of employees of the City. Vendor and its employees shall not be entitled to any benefits that accrue to an employee of the City and shall not be covered by Workers' Compensation, leave, retirement, and group health insurance.

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. Contractor will be considered in default of contract if/when they have not delivered the before mentioned responsibilities for a period of two scheduled dates.

As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of the agreement successfully performed.

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without the written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assignor of the liability in the event of default by the assignee.

The City reserves the right to waive minor variances from the specifications, provided these differences do not violate the specification intent, materially affects the operation for which the item or items are being purchased, nor increase the estimated maintenance and repair cost to the City.

Bid will be awarded to the lowest responsive and responsible bidder. The determination of lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, compatibility as required, other costs, or other objective and accountable factors which are reasonable.

All requests for interpretation of any portion of bid may be made by telephone to the City Purchasing Agent at (205) 221-2100. All replies will be given verbally and a copy of any inquiry and advise, if deemed vital by Purchasing Agent, will be made available to each prospective bidder.

Each BID must be submitted in a sealed envelope, addressed to The City of Jasper, Alabama at PO Box 1589, Jasper, Alabama 35502. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **City of Jasper Portable Toilets** and the envelope should bear on the outside the name of BIDDER, his address, which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed on another envelope addressed to the Owner at the City of Jasper, Alabama, Post Office Box 1589, Jasper, Alabama 35502.

All bids/proposals shall be submitted in the form and manner indicated by the bid documents and bid forms. Any bid /proposal which is not submitted in form and manner indicated which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for the purposes of making an award, or which alter any proposal terms, conditions specifications, or forms, which have not been previously by written addendum from Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive and shall be rejected. Any proposals that do not fully respond to all detailed specifications or requests for information including execution of proposal forms may be declared "non-responsive" and recommended for rejection.

Any disputes over the interpretation and and/or performance of conditions or responsibilities shall be resolved at sole discretion of City Purchasing Agent.

**CONTACT INFORMATION**

Any questions please contact:

Derleda Abrom, Purchasing Agent

E-mail: [dabrom@jaspercivcity.com](mailto:dabrom@jaspercivcity.com)

Phone: (205) 221-2100

**BID SHEET**

**RENTALS**

Prices quoted for rental unit(s) will include initial treating for unit(s) and cleaning of unit(s) prior to or at final destination including any additional cleaning required upon retrieval of rental unit(s). Prices quoted will reflect all dumping fees or costs for services listed.

1. Daily Rental per bid specifications \$ \_\_\_\_\_

2. Weekly Rental per bid specifications \$ \_\_\_\_\_

3. Monthly Rental

Service **once** per week per bid specifications \$ \_\_\_\_\_

Service **twice** per week per bid specifications \$ \_\_\_\_\_

Service **three times** per week per bid specifications \$ \_\_\_\_\_

4. Nonscheduled service

Regular business hours \$ \_\_\_\_\_

After hours, weekends or holidays \$ \_\_\_\_\_

**CITY-OWNED UNITS**

Minor repairs will be priced and billed separately as needed

Servicing

Service **once** per week per bid specifications \$ \_\_\_\_\_

Service **twice** per week per bid specifications \$ \_\_\_\_\_

Service **three times** per week per bid specifications \$ \_\_\_\_\_

Nonscheduled service

Regular business hours \$ \_\_\_\_\_

After hours, weekends or holidays \$ \_\_\_\_\_

**PURCHASE COST**

One (1) new regular/ handicap accessible unit per specifications \$ \_\_\_\_\_

One (1) used regular/handicap accessible unit per specifications \$ \_\_\_\_\_

**Bidder/Company Name:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, & Zip:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

## **GENERAL:**

### **RENTAL UNITS, REGULAR and HANDICAP-ACCESSIBLE**

It is the responsibility of the successful vendor to deliver and set up unit(s) on the date(s) and time(s) requested. Upon completion of rental, Vendor will pick up unit(s) on the date(s) and time(s) requested by City representatives. Additional locations may be added and/or deleted during the contract period at time.

All portable toilet rentals and services will be in accordance with current Environmental Protection Agency (EPA) guidelines and must also abide by any ordinances, and regulations, (including, City, County, and State health codes) regarding proper servicing and disposal of waste for portable toilets.

Regular style Portable Toilets and Handicap-Accessible Portable Toilets rented or purchased under this contract must be skid mounted fiberglass/polyethylene type units that are lightweight with good ventilation, natural lighting and night-time lighting, non-slip floors, and are capable of being chemically treated to reduce odor and control bacteria for good health practices. All toilets shall resist burning, damage, and contain odor resistant qualities.

Each unit will be equipped with a working lock system, occupied/vacant indicator, tissue paper holder that is firmly attached to the unit per manufacturer's specification, seat cover will be hinged and in working order. Toilets shall be kept in good operating condition and without damage at all times, with vendor making necessary repairs or replacements when required. Minor repairs of units will be made on site when possible. Any unit, which cannot be repaired on site, must be exchanged within 48 hours of damage being identified. The City is not responsible for damage, destruction or theft of units. The Vendor at no charge to the City will right units that have been overturned.

**Toilets shall be serviced including disinfecting as often as required and contracted for by the City.** Disinfecting includes but is not limited to emptying the waste, using water with sanitizer, wiping/washing down the exterior, removing trash and graffiti upon discovery and wiping/washing down the interior, including the floor, with antibacterial cleaner. Servicing not only includes disinfecting the toilet, but also includes refilling waste holding tank with chemicals, restocking of all supplies such as toilet paper and hand sanitizer where applicable. Hand sanitizers and refills, as needed, shall be included in the costs for all toilets, both regular and handicapped.

The Successful Bidder shall be responsible for the disposal of all waste from the premises for the chemical toilets in such locations, and in such manner as to be in conformance with all applicable Federal, State, and local laws.

### **SERVICE OF CITY-OWNED UNITS/REGULAR AND HANDICAP ACCESSIBLE**

**Toilets shall be serviced including disinfecting as often as required and contracted for by the City.** Disinfecting includes but is not limited to emptying the waste, using water with sanitizer, wiping/washing down the exterior and wiping/washing down the interior with antibacterial cleaner. Servicing not only includes disinfecting the toilet, but also includes restocking of all supplies such as toilet

paper and hand sanitizer where applicable. Hand sanitizers and refills, as needed, shall be included in the costs for all toilets, both regular and handicapped.

The Successful Bidder shall be responsible for the disposal of all waste from the premises for the chemical toilets in such locations, and in such manner as to be in conformance with all applicable Federal, State, and local laws.