

BID #WG22-04 SPECIFICATIONS

GENERAL

It is the intent and purpose of this bid to enter into a contract to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specifications. County will issue individual purchase orders for each department and location participating in this contract. Vendor must provide separate itemized billing for each unit services.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2022 and 2023), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2021 contract with its intend to extend the contract. The prices for 2021 shall also apply to the extension period(s).

The County does not anticipate utilization of a long, formal written contract document to bind the County and the successful bidder. **The County will issue purchase orders to the successful bidder as service is required.** The successful bidder acknowledges by acceptance of the County purchase orders for awarded service that the bidder is bound to the terms, conditions and requirements as stated in this document.

Successful bidder shall not assign this contract to any other party without prior written approval of the Baldwin County Commission. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The contract shall become effective the date noted on the Notification of Award letter, which will be mailed to the successful vendor.

The County should be invoiced every 30 days for the rental of the portable toilets. The County's standard payment terms are net 30 days from acceptance. The County will not consider any bids requiring C. O. D. payments.

Any questions concerning these specifications should be addressed to the Purchasing Director, at 251-580-2520, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

County reserves the right to modify service on an as needed basis: Units may be deleted or added; pickup frequency increased or decreased. County makes no guarantee as to the exact number of units, pickups, or locations to be covered under this contract. Rate bid is to include all rental rate, service, dumping fees, state mandated fees for disposal of waste, initial delivery and removal of the unit and any and all other items of cost not mentioned, but are considered customary for such service. The County will not pay any additional charges during the term of this contract.

Delivery does not constitute acceptance. All toilets delivered to the County as a result of an award of this contract are subject to inspection and testing. Items that do not meet specifications will be rejected and returned to the vendor at vendor's expense. Failure to reject upon receipt, however, does not relieve the vendor of this liability. If tests subsequent to delivery reveal a failure to meet specifications, the vendor shall be deemed to have breached his contract.

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a non-responsible vendor.

The County reserves the right to cancel the contract, in whole or part, and seek new bids at any time the County determines that the service being supplied is not satisfactory and unacceptable.

All bidders shall be required to demonstrate to the satisfaction of the County that they have adequate financial resources, experienced personnel, equipment and expertise to perform the services required. No contract will be awarded to any bidder who, as determined by the County, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, personnel and equipment to conduct and complete the collection, hauling and disposal services in strict accordance with the specifications.

Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Manager as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the work to be done under the contract. Bidders shall thoroughly examine and be familiar with the specifications.

The bidders shall obtain all information concerning the conditions which may affect their work.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the Baldwin County Commission to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

PREPARATION OF BIDS

Forms furnished, or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to this proposal or to the contract. The County shall make all such documents available to the bidders.

BIDS FOR ALL OR PART

The County reserves the right of awarding the contract in whole or in part, according to the best interest of the County.

BIDDERS QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any

bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case of a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability, with limits not less than \$1,000,000.00, combined single limit, for bodily injury and property damage liability for each occurrence, plus \$1,000,000.00 personal and advertising injury. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000, combined single limit, for bodily injury and

property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be names as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 each occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

Such policies shall name the Baldwin County Commission as an additional insured and shall contain an endorsement providing that the County will be given written notice not less than thirty (30) days prior to cancellation or change of coverage provided by said policies. Certificate of insurance must be presented to the County within 10 days of notice of award and prior to commencement of any work. Insurance shall be through companies authorized to do business in the State of Alabama.

INDEMNITY AND HOLD HARMLESS PROVISION

To the fullest extent allowed by law, Contractor shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Contractor. Contractor shall provide the County with proof of general liability coverage including the County as an additional insured. This indemnification shall survive the expiration or termination of this agreement.

SERVICE REQUIREMENTS

Successful bidder shall meet with a representative from the County to discuss their current needs and determine the most efficient way to fill their needs: number of units needed; frequency of pickup service; best location for placement of portable toilet(s); best time to empty toilets, etc. Vendor shall provide written document containing names, telephone numbers, fax numbers, and email address to contact when (not if) problems arise. The document should clearly indicate who to contact based on the given situation. Company must guarantee a call back within two hours, during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, if no one is available at the time the call is placed.

Units are to be placed at any location listed on purchase orders in Baldwin County issued by the County Commission. **Unit(s) shall be delivered within 72 hours after receipt of purchase order number.**

Units are to be cleaned and serviced to the satisfaction of the County on a regular daily or weekly basis that is selected for each site. The County may request additional cleaning and servicing, if necessary.

Specifications

Polyethylene Cabanas, or equal.

Minimum Size

7'2" high - 46" wide, 49" depth – weight – 300 lbs.-
Gallon capacity – 60.

Handicap units must meet ADA standards and will be placed as required by the Baldwin County Commission.

Self-closing door with privacy latch on inside. Units must be in near to new condition and must meet State Health Department requirements. County will reserve the right to refuse any units it deems unacceptable in appearance or condition. The vendor will be responsible to obtain any and all permits or licenses.

The County currently has a need for approximately 20 units which will be located at various locations across Baldwin County as listed below:

Location

Cliff's Landing, 7500 Cliff's Landing Rd., Bay Minette, AL
Marlow Park/Ferry Dock Honey Road, Summerdale, AL
Perdido Bay Park, 12100 County Rd. 99, Lillian, AL
Latham Park, Carter Rd., Tensaw, AL
Mullet Point Park, County Rd. 1, Point Clear, AL
Bicentennial Park, 51233 St. Hwy 225, Bay Minette, AL
Live Oak Landing, 8700 Live Oak Rd., Bay Minette, AL
Viewpoint Park Boat Ramp, End of County Rd. 1
Boat Ramp, Lost River Road, Seminole, AL
Mary Ann Nelson Park, Mary Ann Beach & County Rd. 1, Fairhope, AL
Bohemian Park, County Rd. 48, Fairhope, AL
Vaughn Community Center, County Rd. 21, Stockton, AL
Fort Mims Park, Tensaw, AL
Josephine Park, 28693 Josephine Drive, Josephine, AL
Lillian Boat Launch, Lillian, AL
Magnolia Landfill, 15140 County Rd. 49, Summerdale, AL
McBride Landfill, 14200 County Rd. 64, Loxley, AL
Transfer Station, 42901 Nicholasville Rd., Bay Minette, AL
Old Brady Road Dirt Pit, 21381 Old Brady Rd., Robertsdale, AL
Eastfork Landfill, 17917 CC Rd., Elberta, AL

And any new locations as required by the Baldwin County Commission

BID WG22-04 RESPONSE FORM

Rental of Portable Toilets

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Date: _____

Out of State or If yes,
 Yes No Registration Number

Company Name: _____

Address: _____

Company Rep: _____
(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Description	
Price Per Unit/Week (Including Servicing and Cleaning)	\$
Handicap/Price Per Unit/Week (Including Servicing and Cleaning)	\$
Price Per Unit for Additional Cleaning/Per Week (If Required)	\$