

**Request for Proposals
Portable Restrooms and Vault Cleaning Services
Town of New Castle, Colorado
2016**

The Town of New Castle is requesting proposals from qualified contractors for cleaning of the Town owned portable restrooms located throughout the parks, cleaning and pumping of the vaulted restrooms and rentals of portable restrooms for special events. The Town intends to award a contract as a result of this RFP process. The Town's current contract expires on May 1, 2016. The contractor must be able to provide this service beginning May 1, 2016. Questions may be referred to Tom Baker, Town Administrator, P O Box 90, New Castle, CO 81647, telephone (970) 984-2311. Proposals shall be sent in a sealed envelope marked, "Town of New Castle Portable Restrooms Services Proposal" and shall be received by 5:00 p.m. on April 15, 2016.

The Town believes in maintaining a high level of commitment to quality customer service. In procuring the services described in this RFP, the Town seeks to provide high quality public services that are convenient for the residents.

This request for proposals is a solicitation and not an offer to contract. The Town reserves the right to reject any and all proposals. The Town further reserves the right to issue clarifications and other directives concerning this request for proposals; to require clarification or further information with respect to any proposal, and to determine the final terms of any contract. Interviews will be required by the Town with selected contractors and their customer service representatives to clarify contractor proposals and to allow for contract negotiations. Acceptance of any proposal will be based upon factors including, but not limited to: plan for costs for service; completeness of proposal; thoroughness of information provided; customer service standards; value added service; and prior successful contractor performance similar to a scale described herein.

Scope of Work:

- Weekly cleaning of Town owned portable restrooms, per unit. The Town currently owns five portable restroom but that number may increase at some point during the contract.
- Weekly cleaning of vaulted restrooms, including sweeping, hosing, toilet paper stocking, and trash removal, per unit. The Town owns two vaulted restrooms, this number is not expected to change.
 - Pumping as needed. Estimated at four times annually.
- Leasing and weekly cleaning of seasonal portable restroom, per unit.
- Leasing and cleaning of standard portable restrooms for Town sponsored special events, per unit. Will require cleaning during event. Estimated four units per year.
- Leasing ADA portable restrooms for Town sponsored events, per unit. Will require cleaning during special event. Estimated four units per year.
- Leasing wash stations for Town sponsored special events, per unit. Estimated four units per year.

The contractor shall provide information about the size and types of trucks and automation that it proposes to use, as well as other equipment necessary for the job. The Town reserves the right to visit the facilities of all interested contractors and observe the equipment used and the operational methods. These site visits will be coordinated with the appropriate representative(s)

from each of the interested contractors. Any contract entered into by the Town may contain provisions regarding equipment weight, leak proofing, and similar performance standards.

The contractor shall disclose information about fuel surcharges or credits that shall be based upon a formula to be mutually agreed upon by both prospective contractor and the Town of New Castle. The contractor shall indicate in the proposal whether or not it intends to use subcontractors for any part of the service being provided, together with a list of all said subcontractors.

The contractor shall provide proposals for a three-year contract. Alternatives for longer terms may be presented for consideration.

The Town requires the submission of the following certified supporting data regarding the qualifications of the contractor in order to determine whether it is qualified and responsible.

1. Satisfactory evidence that the contractor possesses sufficient experience providing portable restroom and vault cleaning services
2. Evidence that the contractor is in good standing in the State of Colorado.
3. A copy of the latest available financial statements of the contractor (or, if the contractor is a subsidiary or division, then a financial statement of the parent corporation).
4. The names and resumes of the principal officers, partners, and/or officials. The name(s) and resume(s) of the individual(s) who will be responsible for the Town contract.
5. Such additional information as will satisfy the Town that the contractor is adequately prepared to fulfill all of the terms of the contract.

The contract with the Town shall include, but not be limited to, general terms that are substantially as follows:

The contractor shall bill the Town monthly for services provided. The contractor shall coordinate with the Town's Finance Department to establish mutually acceptable billing forms. The Town will retain full auditing rights of contractor's accounting records as they pertain to the Town's contract.

The Town expects high levels of customer service. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions.

The contract will provide that neither party shall be liable to the other for any delay in, or failure of, performance where performance is prevented or delayed by acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise.

The contractor shall be required to indemnify and hold harmless the Town, its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the contractor's performance of the contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the contractor or any subcontractor of the contractor, or any officer, employee, or agent of the contractor or subcontractor, or any other person for whom the contractor is responsible. The contract shall include provisions for the contractor to defend against such claims.

The contractor and any subcontractor of the contractor shall be required to carry at their own expense workers' compensation insurance, comprehensive general liability insurance, and vehicle liability insurance used in performance of the contract. The Town, its officers and employees, shall be named additional insured as respect to required coverage for particular operations, subrogation, production of certificates, cancellation, and insurer ratings.

The contractor shall be responsible at its expense for obtaining and complying with all necessary permits, ordinances, and laws. The contract shall also include provisions concerning independent contractor status, equal employment opportunity, non-assignment, disclosure of information and records, applicable law, and such other terms and conditions as the Town may require.

The Town makes no guarantee on any of the estimates contained in the RFP and provides this data for informational purposes only. Contractors are expected to conduct their own investigations and research of relevant information used to develop their proposals. All conditions related to the services provided.

The contractor shall make no claims against the Town as a result of estimates or projections used herein, statements, or interpretation of data by Town staff or its agents.

Thank you for your interest in providing services for the Town of New Castle.