



## NOTICE TO BIDDERS

Sealed bids will be received by the City of Stephenville, at City Hall, 298 W Washington Street, Stephenville, TX 76401 until 2:00 pm, Thursday, August 24, 2023, at which time bids duly delivered and submitted, will be considered for:

### PORTABLE RESTROOMS

Bids should be addressed to Tricia Wortley, Purchasing Manager, 298 W. Washington, Stephenville, TX 76401.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the City, the bidder shall be responsible for actual delivery of the bid to the Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of the City of Stephenville beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Until the final award by the City of Stephenville, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interest of the City will be realized hereby. Bid award is not solely based on price alone.

**All bids must be submitted on original bid forms.** Any changes to the form or failure to label packaging on the bid, may disqualify it. All packaging on bids (including courier envelope) will be submitted sealed and plainly marked with:

**NAME AND ADDRESS OF BIDDER  
PORTABLE RESTROOMS  
BID NUMBER 3323**

It is not the intent of the City of Stephenville to offer proprietary specifications, or to eliminate any vendor from bidding by the use of brand names. If brand names are used it is for example only and understood the "or equal" will be accepted.

Bids shall be held firm for a period of 60 days unless otherwise stated in the bid specifications, instructions to bidders, or on the bid sheet.

**PLEASE NOTE THAT MOST COURIER SERVICES DO NOT OFFER BEFORE  
10:30 AM SERVICE TO STEPHENVILLE**

**ITB 3323**

## STANDARD INSTRUCTIONS TO BIDDERS

Bids that contain any omission, erasures, or alterations, or additions of items not called for in the bid documents, or irregularities of any kind, may or may not be considered.

Deviations from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

Upon bidders submitting bids they shall not withdraw or cancel such bids and all sums deposited with such bids will be held by the City of Stephenville until all bids submitted shall have been canvassed and award of contract made, signed and if a performance bonds is required furnished and approved. All sums deposited with bids will then be returned to the respective bidders.

The City of Stephenville, Texas is exempt from State of Texas Sales Tax and a Tax Exemption Certificate shall be furnished by the City of Stephenville, Texas to the successful bidder upon request.

No employee of the City of Stephenville shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, material, supplies or services.

Discounts: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice.

This contract is subject to cancellation upon thirty day written notice by the City of Stephenville without cause.

Liquidated Damages: In the event delivery is not made within the stated time period, (without acceptable reasons for delay and written consent from the City) the City reserves the right to place the order with the next available vendor and the awardee shall be liable for any increase in price as liquidated damages, it being agreed that said

sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes; conscription's of property, governmental regulations, acts of God, or any other causes beyond his control; provided an extension of time is obtained from the Division of Purchasing.

Exceptions: Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and grade. Bids on other items of similar and equal quality will be considered, provided the bidder states on the face of this proposal exactly what he intends to furnish, including any variation to the specifications and literature, otherwise he shall be required to furnish the items as specified on the proposal. Any other exceptions to any portions of these terms and conditions or deviations from written specifications shall be shown in writing on the bid document form or attached to bid form.

Quantities: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the supplier shall not have any claim against the City of Stephenville for quantities less than the estimated amount.

Prices: The bidder should show in the bid document both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

Delivery Date: Bidders shall state delivery date on all order.

F.O.B Point: All prices of item(s) shall be quoted FOB City of Stephenville destination.

The City of Stephenville reserves the right to award this bid in whole or in part.

## STANDARD INSTRUCTIONS TO BIDDERS

It is desirable that bids are accompanied by two sets of specifications to support items bid. The City of Stephenville reserves the right to determine specification requirements on all items bid.

**Eligible Bidder:** Bidders are limited to those persons or firms qualified and engaged in a full time business and can assume liabilities for any performance or warranty service required.

**Nonresident-Reciprocal Bid Act:** You are advised the City of Stephenville, Texas is bound by House Bill 620. The law provides that in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. After making that determination you are instructed to advise the Purchasing Department in writing of that fact with a copy of the applicable state statute.

Based on local government code 252.043, the contract will be awarded to the lowest responsible bidder **OR** to the bidder who provides goods or services at the best value for the municipality. Therefore price is not the only consideration in the bid award.

By signing this bid, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory.

Please be advised that Stephenville does not receive courier services before 10:30 a.m.

## GENERAL PROVISIONS

1. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the City.
2. To receive consideration, proposals must be received prior to the specified time of opening and reading as designated in the invitation.
3. This bid will be awarded on an all-or-nothing basis in its entirety to a single successful bidder.
4. Due to public health issues and/or concerns or in the event of a Federal, State or local emergency, vendor must be able to fulfill same day requests for delivery and/or service of rentals. Failure to comply will void the contract.
5. Bidders are requested to use the proposal form furnished by the City when submitting their proposals. Envelopes must be sealed when submitted and clearly marked on the outside indicating the name of the bid. Any changes to the contract/bid sheet by the bidder or bidder's agent, will void the bid and will not be considered. This includes but not limited to: stipulations, innuendos, suggestions or any other changes implied or written.
6. Proposals having any erasures or corrections therein may be rejected unless explained or noted over the signature of the bidder.
7. References in the specifications or description of materials, supplies, equipment, or services to a particular trade name, manufacturer's catalog, or model number are for descriptive purposes to guide the bidder in interpreting the type of materials or supplies, equipment, or nature of the work desired. They should not be construed as excluding proposals on equivalent types of materials, supplies, and equipment or for performing the work in a manner other than specified.
8. The City of Stephenville reserves the right to reject any or all proposals. Unless otherwise specified, the City reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.
9. Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the City of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the City when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the City.

10. In case of default by the bidder or contractor, the City of Stephenville may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
11. Prices should be stated in units of one (1) and should include a unit price and description of each item requested by the City as represented by the rental request. Bids that contain stipulation clauses will not be considered. Bidders will represent the actual cost of a rental item based on the criteria presented for the bid on the bid sheet (see general provisions). Deviations of this stipulation will result in a bid that will be refused for consideration.
12. Prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.
13. The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the City harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.
14. Price per year shall be based upon a 365 consecutive day period. When equipment has been in service for at least a one year period, it shall be understood that in the event the equipment is retained for more or less than an additional one year period, the City shall be charged only the actual time the equipment is in its possession and charge shall be prorated at 1/365 rate, per year for each day equipment is retained. Minimum time frame requirements will not be allowed.
15. Price per month shall be based upon a 28 consecutive day period. When equipment has been in service for at least a one month period, it shall be understood that in the event the equipment is retained for more or less than an additional one month period, the City shall be charged only the actual time the equipment is in its possession and charge shall be prorated at 1/28 rate, per month for each day equipment is retained. Minimum time frame requirements will not be allowed.
16. Price per week shall be based upon a 7 consecutive day period. When the rental period is more than a one week period, but less than a one month period, extra days shall be prorated at 1/7 rate per week for each day equipment is retained. Minimum time frame requirements will not be allowed.
17. Price per day shall be based on a single 24 hour period. Minimum number of day requirements will not be allowed.
18. All material provided for fulfilling this contract, including service, must be owned and operated by the bidding company. Sub-contracts, leases, rentals or any unauthorized replacement of materials or service used for the purposes of this contract are prohibited and will result in the termination of the contract.

## GENERAL SPECIFICATIONS

### I. SCOPE OF WORK:

The City of Stephenville Parks department is seeking vendors to provide portable restrooms, handicapped restrooms, stall (VIP) restrooms, hand wash stations and hand sanitizer stations at various City sites for monthly and seasonal rentals as well as various special events. *This contract may also be utilized by any City department requiring the services.*

### II. TERM OF CONTRACT:

This contract will run from bid award date until September 30, 2024, with the option to renew for two additional one-year periods.

### III. INSURANCE:

Bodily injury, property damage and worker's compensation - The contractor, prior to execution of the contract, shall file with the City copies of completed certificates of insurance naming the City of Stephenville as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the City. It is hereby understood and agreed that the City of Stephenville, its city council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the project. It is further agreed that the following indemnity agreement between the City of Stephenville and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend City, its city council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its city council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project. It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the City of Stephenville. The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Texas and acceptable to the City of Stephenville. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

**Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Texas.

**Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

**Automobile Liability** including Texas No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: City of Stephenville, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Stephenville as additional insured, coverage afforded is considered to be primary and any other insurance the City of Stephenville may have in effect shall be considered secondary and/or excess.

**Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days' notice for non-payment of premium is required and a Thirty (30) days' notice is required for Non-Renewal, Reduction, and/or Material Change.

**Proof of Insurance Coverage:** The Contractor shall provide the City of Stephenville, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Stephenville at least ten (10) days prior to the expiration date.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

#### **IV. OTHER REQUIREMENTS:**

- a. Vendors will be responsible for all damages (vandalism, Peril etc.) When the act or occurrence is out of the control of the City while the portable restrooms are rented or located on City property.
- b. Portable restrooms with urinals and a commode must meet state and county public health code requirements.
- c. Toilet tissue is to be supplied by the bidder and included in the rental price.
- d. Under NO circumstances will waste or other substances or articles previously held inside or attached to the rental be left on the ground or placed in a public receptacle. The item or material must be taken by the Bidder Company and disposed of properly once service is complete.
- e. Unit prices are all inclusive, no additional charges for delivery, fuel surcharge, damage waiver, insurance or any other hidden charges will be permitted.
- f. Price and service quoted is to remain firm through the end of the agreed upon contract.

- g. Portable restrooms will be cleaned and sanitized once a week however, special events where multiple days are involved, the portable restrooms will be cleaned and serviced each morning prior to opening of the event.
- h. It is the sole responsibility that ALL items supplied by the Bidder Company will be filled and supplied with adequate product. i.e.: water, sanitizer, soap etc., while the rented item is being provided for use by the City. It is also the responsibility of the Bidder Company to remove special event rentals on the next following business day. Exceptions will be due to weather, inability to reach a rental location or a holiday. In the event of an exception, the rental will be removed as soon as possible.

**V. RENTALS AND SPECIAL EVENTS:**

All rentals and special events are for estimating purposes only and are not guaranteed to occur. All quantities are estimated only and are subject to change. The list provided below are projected amounts needed for a one year period only and are based solely on prior year events and needs. Under NO circumstances is the Bidder to believe that the estimated rental quantities listed on this form cannot be increased or decreased.

- a. Yearly rentals:  
(Qty 8 portable restrooms) City Park and Bosque River trail
- b. Seasonal rentals:  
(Qty 4 portable restrooms each month) Dec-Mar., Jaycee & McClesky (winterization).  
(Qty 2 portable restrooms for 2 days each month) Farmers Market, Sept-Nov first weekend of each month, Plaza
- c. Moo la Fest:  
(Qty 45 portable restrooms), (Qty 2 handicapped), (Qty- 1 three stall VIP), (Qty 6 hand wash stations), (Qty 8 hand sanitizing stations), first week of June
- d. Fourth of July:  
(Qty 10 portable restrooms), (Qty 1 Handicapped station), (Qty 4 hand wash stations), (Qty 3 hand sanitizer stations), 1 night only
- e. Summer nights concert series:  
(Qty 4 portable restrooms), (Qty 1 Handicapped restroom), (Qty 2 Hand wash stations), (Qty 2 Hand sanitizing stations), 5 concerts for one night each



**PORTABLE RESTROOM BID – PRICE SHEET**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1	Portable Restroom (qty 1) – 1 year	\$ _____
2	Portable Restroom (qty 1) – 1 month	\$ _____
3	Portable Restroom (qty 1) – 1 week	\$ _____
4	Portable Restroom (qty 1) – 1 day	\$ _____
5	Handicapped Restroom (qty 1) – 1 month	\$ _____
6	Handicapped Restroom (qty 1) – 1 week	\$ _____
7	Handicapped Restroom (qty 1) – 1 day	\$ _____
8	Stall VIP Restroom (qty 1) – 1 month	\$ _____
9	Stall VIP Restroom (qty 1) – 1 week	\$ _____
10	Stall VIP Restroom (qty 1) – 1 day	\$ _____
11	Hand Wash Station (qty 1) – 1 month	\$ _____
12	Hand Wash Station (qty 1) – 1 week	\$ _____
13	Hand Wash Station (qty 1) – 1 day	\$ _____
14	Hand Sanitizer Station (qty 1) – 1 month	\$ _____
15	Hand Sanitizer Station (qty 1) – 1 week	\$ _____
16	Hand Sanitizer Station (qty 1) – 1 day	\$ _____

I or we agree to furnish the described equipment, supplies, or services for the prices shown in accordance with specifications attached. By execution of this bid, I hereby represent and warrant to the City of Stephenville that I have read and understood the Bid Documents and this bid is made in accordance with those documents.

**Portable Restrooms for City of Stephenville  
Bid # 3323**

Vendor must meet or exceed specifications

**Please do not include tax, as the City is tax-exempt. \*\*Use the price sheet provided. \*\***

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone Number (include area code)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Fax Number (include area code)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Representative Name (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative Signature

***BID MUST BE SIGNED BY A PERSON HAVING THE AUTHORITY TO BIND THE FIRM IN A CONTRACT. BIDS NOT MANUALLY SIGNED WILL BE REJECTED.***