

**Capitol Region Purchasing Council
241 Main Street, 4th Floor
Hartford, CT 06106**

STANDARD BID AND RFP TERMS AND CONDITIONS

PURCHASING COUNCIL PURPOSE

The Capitol Region Purchasing Council ("CRPC") is a purchasing cooperative, acting under the auspices of the Capitol Region Council of Governments ("CRCOG"), which attempts to provide volume-based discounts to its Member Agency base through various cooperative procurement initiatives. To date, some **111** towns, boards of education and agencies across the State (38 of which are located in the Greater Hartford area) are eligible to take advantage of the Council's services.

BID FORMS/SUBMISSION OF BIDS

The CRPC uses Bonfire for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. The CRPC accepts no responsibility for the receipt and/or notification of solicitations through any other company.

No oral, telegraphic or telephonic submittal will be accepted. IFB's, RFP's, RFQ's and RFI's shall be submitted in electronic format via **Bonfire**. All Invitations For Bid (IFB), Requests For Proposals (RFP), Requests For Quotes (RFQ), Requests For Information (RFI) submitted electronically via **Bonfire** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ and/or RFI. A formal, in-person bid opening will not be held.

EXCEPTIONS TO SPECIFICATIONS

Vendors are directed to make sure that they understand the terms and conditions as specified in this Invitation for Bid. Unless exceptions to any of the terms and conditions, including pricing, are specified as part of the bid response, it will be expected that all terms and conditions expressed herein are acceptable and shall govern resulting contracts. **Any variance from specifications, including product substitutes (as well as replacements for discontinued items) and pricing units (pounds, 50 lb bags vs. 100 lb bags, etc.) must be clearly noted in the vendor's bid response.**

SUBSTITUTION FOR NAMED BRANDS

Should brand name items appear in this bid, the bidder must make available specifications on any substitutions, and explain how the substitution compares with the named brand's specifications.

BID AWARD

A bid award, in the form of a purchase order issued to a participating vendor, shall be made by each respective Member Agency to the lowest responsible bidder(s). The lowest responsible bidder is that person or firm whose bid to perform the work is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Member Agency and whose bid documents comply with the procedural requirements stated herein. The award process may also include additional considerations such as the information provided on the bid forms and the bidder's perceived ability to fulfill his/her obligations as prescribed by these specifications. Each bidder must be prepared to show

evidence of having satisfactorily carried out a similar contract, as inability to do so may be cause for rejection.

CONTRACT EXTENSION

Contracts may be extended by mutual agreement of the parties – for bids with a one year contract period, a one year extension will be permitted if there is mutual agreement; for bids with a two year contract period, a two year contract extension will be permitted if there is mutual agreement. **All extensions shall be completed before the next bid invitation is issued.** A schedule of bid invitations and openings is posted on the CRPC website.

ESTIMATED QUANTITIES

The quantities as listed herein are estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of Member Agencies that decide to make an award from this bid (as participation is voluntary) and the needs of the using departments in the various Member Agencies.

INCLUSION OF NON-PARTICIPATING TOWNS AND BOARDS OF EDUCATION

Any Member Agency, current or future, within the CRPC shall be allowed to participate in this bid during the life of the contract, even if it is not listed amongst the bid participants.

WITHDRAWAL OF BIDS

No bid submitted may be withdrawn, in whole or in part, without the written consent of the CRPC.

REJECTION AND/OR CANCELLATION OF BIDS

The CRPC reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

RIGHT TO WAIVE ANY INFORMALITY

The cooperating Member Agencies reserve the right to waive any informality in a bid when such a waiver is in their best interest.

BID PRICES

All prices bid must be on the basis of F.O.B. delivery point, unloaded inside, unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal. **Note: CRPC strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period. Prices bid shall apply throughout the term of the contract and will be construed as all-inclusive.**

TAXES

Member Agencies are exempt from the payment of any sales, excise or federal transportation taxes. The prices bid, whether a net unit price or a trade discount from catalog list prices, must be exclusive of taxes and will be so construed.

BILLING

Billing shall be made to each bid participant according to the terms set forth on each purchase order.

1% ADMINISTRATIVE FEE

The Capitol Region Council of Governments uses Bonfire to distribute and receive bids and proposals. **Responding vendors agree to pay to the CRCOG an administrative fee of one percent (1%) of the total ordered amount of all contracts for goods and/or services awarded to the vendor.** This fee shall be submitted by the vendor to CRCOG on a quarterly basis along with a report on awards made by Member Agencies and purchase orders issued by CRPC members to vendors. The fee shall be payable for all CRPC bids unless specifically exempted by the CRPC.

The fee and report shall be submitted as a check to made to the order of “Capitol Region Council of Governments” and mailed to:

Capitol Region Council of Governments
Attn: Jessica Muirhead
241 Main Street, 4th
Hartford, CT 06106

REPORTING REQUIREMENTS

All orders placed on CRPC bids shall be reported to the Capitol Region Council of Governments on a monthly or quarterly basis. Vendors are responsible for submitting purchase orders to the CRCOG via email to crpcstaff@crcog.org.

FAILURE TO COMPLY

All awarded vendors must comply with the 1% Administrative Fee and Reporting Requirements outlined in the CRPC General Terms and Conditions. Failure to comply within 60 days of orders and/or awards by CRPC members may result in the vendor being restricted from participating in future bids.

DELIVERY ARRANGEMENTS AND REQUIREMENTS

No delivery shall become due or be acceptable without a written order issued by the Member Agency concerned. Such order will contain the quantity, time of delivery and other important data.

REFERENCES

Upon request, vendors shall supply the names of other customers (preferably municipalities) to interested Member Agencies.

BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that Member Agencies may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

Moreover, if the contractor fails to make proper delivery within the time specified or if the delivery is rejected by the Member Agency, the Member Agency may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference.

INSURANCE REQUIRED OF SUCCESSFUL BIDDERS

The Successful bidder shall furnish a certificate of insurance which includes the coverages and limits set forth below; identifies the Member Agency as an additional insured; and provides for at least ten (10) days prior notice to the Member Agency of cancellation or non-renewal. Coverage is to be provided on a primary, non-contributory basis:

- a. General Liability Insurance, including Contractual Liability Insurance and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year; and limits of \$500,000 for all property damage aggregate per policy year or a limit of \$1,000,000 Combined Single Limit (CSL). A Waiver of Subrogation shall be provided. All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$1,000,000 aggregate per policy year; and limits of \$500,000 for all damages because of property damage sustained as the result of any one occurrence or \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- c. Worker's Compensation Insurance in accordance with Connecticut State Statutes.

The insurance requirements listed above are minimum requirements for successful bidders. Awarding agencies may require higher insurance limits.

FOR THE TOWN OF WEST HARTFORD ONLY

Please see the Attachment concerning the town's insurance requirements.

FUTURE BID INVITATIONS

Future bid invitations may not be sent to vendors who do not bid on this invitation, unless they specifically request that their names be continued on the invitation list.

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

The CRPC, an affiliate of the CRCOG, subscribes to the CRCOG's policy of Equal Employment Opportunity and Affirmative Action, and pledges to lend its support and cooperation to private and public agencies who are promoting public policy in this vital area of human relations. Vendors will be required to sign the certificate incorporated in the bid document relative to Equal Employment Opportunity and Minority/Female Business Enterprise (if applicable).

SEVERABILITY

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

ADDITIONAL TERMS AND CONDITIONS

The Vendor assigns to CRCOG all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold CRCOG harmless and indemnify CRCOG from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Resulting contracts are subject to the provisions of Executive Order N. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

The contract arising from the bid may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

QUESTIONS

General inquiries should be directed to crpcstaff@crcog.org, at the:

Capitol Region Purchasing Council
241 Main Street, 4th Floor
Hartford, CT 06106
E-mail: crpcstaff@crcog.org

However, **no oral interpretations** shall be made to any respondent as to the meaning of any of the bid documents. **Every request for an interpretation shall be made in writing and posted to the Bonfire online system.** To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of proposals.

The CRPC staff will arrange as addenda, which shall be made a part of this Invitation for Bid and any resulting contracts, all questions received as above provided and the decisions regarding each. At least three (3) days prior to the receipt of bid proposals, the CRPC staff will **post a copy of any addenda in Bonfire**. In special cases, the CRPC staff reserves the right to post clarifying information in the form of an addendum outside of the aforementioned timeline. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the **Bonfire** website.

Indemnification and Insurance Exhibit CROG General Maintenance Bids

For purpose of this Exhibit, the term "Contractor" shall also include their respective agents, representatives, employees, contractors of any tier; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers.

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, contractors of any tier, or volunteers of the Town of West Hartford and West Hartford Board of Education, or the Contractor, or by the public, even if caused by the negligence of the Town, so long as the injury to person, property or financial losses is caused or alleged to have been caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract.
- B. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

II. INSURANCE

A. Insurance Requirements

- 1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.
- 2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
- 3. All policies (with the exception of Worker's Compensation) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
- 4. When the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under this Exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed under this Contract.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage.
3. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
4. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

5. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor.

C. Additional Terms

1. Minimum Scope and Limits: The required insurance shall meet the minimum scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. Providing proof of compliance with the insurance requirements described in this Exhibit is not intended, and shall not be construed to exclude the Town from additional limits and coverage available to the Contractor.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the Contract.

2. Certificates of Insurance: The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. Subcontractors: Contractor shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Contractor shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. Each required policy of insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the Town.

6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the Contract, for a minimum of two (2) years, except as defined otherwise in this Exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract.



CAPITOL REGION PURCHASING COUNCIL

INVITATION FOR BID #698 RENTAL AND SERVICING OF PORTABLE TOILET UNITS

Issue Date: November 14, 2019

Deadline for Questions: December 5th, 2019 (3:00 PM Eastern Standard Time)

Response Deadline: December 12th, 2019 (2:00 PM Eastern Standard Time)

Response Location: crcog.bonfirehub.com

CAPITOL REGION PURCHASING COUNCIL INVITATION TO BID

RENTAL AND SERVICING OF PORTABLE TOILET UNITS

I. MODIFICATIONS TO GENERAL TERMS AND CONDITIONS

INTENT

The Capitol Region Purchasing Council, on behalf of CRPC members, requests bids from qualified vendors to provide for the RENTAL AND SERVICING OF PORTABLE TOILETS during the contract period beginning January 1, 2020 and ending December 31, 2021. The awarded vendor(s) shall be responsible for furnishing **all personnel, equipment, materials and incidentals** needed to properly furnish units in support of the program needs of the participating CRPC members.

Each respective CRPC member will make its own awards and payments according to the terms and conditions set forth in these specifications. A written order from each CRPC member will be required before any deliveries commence.

ESTIMATED QUANTITIES

The quantities specified herein are estimates only and have been provided for the purpose of competitive bidding. Actual quantities, however, will be contingent upon the total number of CRPC members which decide to make an award off of this bid (as participation is voluntary) and the needs of the using departments in the various CRPC members. The CRPC members reserve the right to add or reduce the number of units to an area, add or delete facilities in their entirety for both long-term and shorter special event rentals, extend the dates of use at any facility, or change the type of unit required, with proper advance written notice to the awarded vendor. Additional units and/or extended rental times shall be billed at the applicable monthly and/or per diem rates as provided at the time of the bid.

II. TECHNICAL SPECIFICATIONS/ADDITIONAL REQUIREMENTS

Regular, handicapped accessible and ADA compliant units shall be furnished under resulting contracts. All units shall be constructed of fiberglass and/or plastic and shall have an interior (bowl, seat, etc.) made of stainless steel, plastic, fiberglass or some other non-porous material. Toilet paper dispensers shall be lockable and vandal resistant; no loose rolls of paper are allowed in the units. In general, the units must be self-contained, odor-free, and non-polluting. To prevent tipping, all units must have a mechanism to be locked down (e.g., chained to a fence) or otherwise secured (e.g., staked into the ground).

Vendors must furnish a set of specifications, **with their bid**, for each type of unit for which a bid is furnished. Said specifications must detail the unit's dimensions (e.g., height, width, etc.), material composition, tank capacity and the recommended number of users between pumpings.

HANDICAPPED ACCESSIBLE/ADA COMPLIANT PORTABLE TOILET UNITS

While all such units must be handicapped accessible, only select CRPC members require that they also be ADA compliant. Responding vendors are therefore asked to provide pricing for both handicapped accessible and ADA compliant units (and associated services) in their bid response.

BID PRICES

Unit pricing shall be furnished on a **calendar month** basis and shall include the following: unit delivery and removal; maintenance; supplies (including but not limited to toilet tissue, sanitizing agents and other supplies as required); **and cleaning and contents pumping a minimum of once per week.**

Vendors should note that the bid response also requests rental and servicing pricing on a **per diem basis** to accommodate shorter special events (e.g. daily, weekend rentals). **The per diem rental prices shall include all of the services outlined above under monthly rental pricing, except for the cleaning and pumping service.** Any participating CRPC member that requires cleaning and pumping services during a shorter special event period (e.g. daily, weekend rentals) will also be charged (in addition to the rental fee) the applicable unit costs noted under the ADDITIONAL/OPTIONAL SERVICES section of the Bid Form for cleaning services each time they are rendered. It should be noted that the same ADDITIONAL/OPTIONAL SERVICES line items will apply for any cleaning services requested by individual CRPC members in excess of the once per week cleaning that is part of the monthly rental rate.

Note that the Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period. **All prices bid shall remain in effect for the duration of the contract period.**

PRICING EXTENSION TO COMMUNITY GROUPS

Respondents are asked to indicate their willingness on the Information Sheet to extend their bid pricing to community groups (e.g. chambers of commerce, little league associations, etc.) if requested to do so by an awarding CRPC member. While it is presumed that billing for such rentals will be made directly to each affected group, other payment terms may be indicated on the Bid Form for the CRPC member's consideration.

UNIT INSPECTION

Each CRPC member reserves the right to inspect and approve units prior to or following contract award. It is expected that all subsequent deliveries shall have at least the same material quality as the accepted unit(s).

DELIVERY

All units shall be delivered clean, empty and fully stocked with toilet tissue and any other supplies as required. For pre-scheduled deliveries, pursuant to the rental schedule required by the awarding CRPC member, the designated point person for each CRPC member shall be contacted three (3) days prior to the delivery of units to: coordinate drop off dates and times; arrange for on-site staff to supervise the installations; and provide directions to each locale. For "unscheduled" units (i.e., additional units required due to larger than expected attendance, unforeseen special events, etc.), deliveries shall be made within twenty-four (24) hours of notification by the CRPC member.

CLEANING SERVICES

Required weekly cleaning services (as well as additional cleaning services requested for long-term and short-term rentals) shall include, but shall not be limited to: pumping contents; replacement of sanitizing agent and/or processing chemicals; replenishment of toilet paper supplies; sweeping; general disinfection and deodorization; minor repair work; and graffiti removal. Cleaning verification stickers must be placed inside each unit's door and must be kept current as each servicing occurs. Any cleanings not recorded on the schedule sticker will be assumed to have not occurred and will be deducted from appropriate invoices. Each participating CRPC member will be expected to negotiate their cleaning schedule at the time of contract award (i.e. day specificity, number of times per week, etc.).

The awarded vendor shall abide by all federal, state, and local laws, regulations and ordinances and any contract held by the participating municipalities regarding the pickup, removal and disposal of waste.

EMERGENCY CLEANINGS

Vendors shall indicate on their bid response any total additional charges to perform emergency cleanings (outside of the weekly cleanings outlined above). These cleanings would only be at the request of the CRPC member and would be outside the normal cleaning schedule. Vendors shall make these prices all-inclusive in their bid response.

REMOVAL

All units must be removed within five (5) calendar days following the end of the specified rental period and/or from the date a contract is terminated. The CRPC member may remove units not removed within the five (5) day period and all cleaning and removal costs will be charged back to the vendor.

INVOICING AND PAYMENTS

The awarded vendor shall submit an itemized invoice to each participating community on a monthly basis. Said invoice shall include the following information:

- Number and type of unit (standard, handicapped accessible/ADA compliant)
- Unit cost per month
- Applicable per diem rates
- Additional charges (extra cleanings)
- Location of unit
- Damage waiver (if applicable)
- Approved replacement costs (if applicable)

MINOR DAMAGES/UNIT REPLACEMENT COSTS

While the awarded vendor shall bear the costs of all minor repairs, each participating community shall pay one-half of the market value of a replacement unit in the event that said unit is destroyed beyond repair, as determined by the CRPC member's using department. However, the CRPC member's obligation to pay half of all approved replacement costs shall be waived by the vendor if the damage waiver option has been invoked. See below.

DAMAGE WAIVER OPTION

Respondents are asked to quote an optional damage waiver charge that can be added to the base cost of each unit. If this option is invoked, the CRPC member shall not be responsible for any replacement costs associated with units that may have been destroyed beyond repair.

COMPANY INFORMATION

Vendors are required to fill out and return the attached Information Sheet with their bid response for it to be considered complete. Said form includes questions concerning references, background checks, service territory boundaries, size of portable toilet inventory, available colors, unit specifications, subcontracting relationships and unit replacement costs.

III. RELATED RENTALS

STAND-ALONE SINKS

In addition to the portable toilet units covered by this bid, one CRPC member has asked the Council to secure prices for the daily rental of stand-alone sinks. Respondents are therefore asked to submit per diem prices for such units on the attached Bid Form and to include supporting product spec sheets (specifying dimensions/features) for the unit bid as part of their response. It should be noted that any prices furnished for such units will be made available to other interested CRPC members.

UNITED RENTALS (NORTH AMERICA), INC.

POWER OF ATTORNEY

Know all men by these presents, that the undersigned, a Delaware corporation (the "Corporation"), hereby constitutes and appoints those individuals employed by the company with the title **Branch Manager, Area General Manager or District Manager**, its true and lawful attorney-in-fact to:

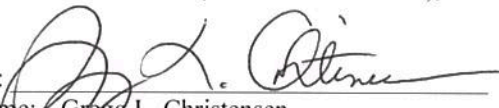
1. execute and submit, in the name and on behalf of the Corporation, bid documents and contracts arising out of such bid documents in relation to any **state and local government solicitations** provided that the Corporation's legal department has reviewed and approved such bid documents and contracts; and
2. take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the Corporation in connection with such execution and submission.

The Corporation hereby grants to the attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary and proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as such attorney-in-fact might or could do if personally present, hereby ratifying and confirming all that such attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

Unless sooner terminated by the Corporation, this Power of Attorney shall remain in effect for a period of the earlier of (i) one (1) year from the date hereof; and (ii) the date the person appointed ceases to be employed as a **Branch Manager, Area General Manager or District Manager** of the Corporation.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 3rd day of January, 2019.

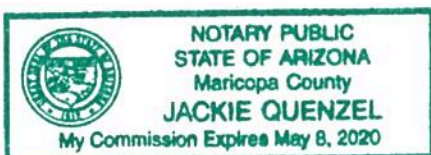
UNITED RENTALS (NORTH AMERICA), INC.

By: 
Name: Gregg L. Christensen
Title: Vice President – National Accounts

STATE OF ARIZONA)
)
COUNTY OF MARICOPA) ss.

On this ^{14th} 3rd day of January, 2019, before me personally came Gregg L. Christensen, to me known, and known to me to be the person who executed the foregoing instrument, and who being by me duly sworn, did depose and say that he is the Vice President-National Accounts of United Rentals (North America), Inc., a Delaware corporation, and that said instrument was executed by him for and on behalf of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 3rd day of January, 2019.




Notary Public

MEMORANDUM OF INSURANCE

DATE
9/17/2019

THIS MEMORANDUM OF INSURANCE IS FOR AUTHORIZED VIEWERS ONLY. USE, DUPLICATION OR ALTERATION OF THIS DOCUMENT, WITHOUT THE SPECIFIC WRITTEN CONSENT OF THE INSURED, IS EXPRESSLY PROHIBITED. THIS MEMORANDUM IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT EXTEND, ALTER OR AMEND THE COVERAGE NOTED OR CONFER RIGHTS UPON ANY VIEWER OR OTHER PARTY. COVERAGE DESCRIBED BELOW IS AS OF THE ABOVE DATE.

PRODUCER

Lockton Companies
2100 Ross Ave., Ste. 1400
Dallas, TX 75201

COMPANIES AFFORDING COVERAGE

INSURED

United Rentals (North America), Inc.;
United Rentals, Inc. & Subsidiaries
100 First Stamford Place, Suite 700
Stamford, CT 06902

COMPANY A: ACE American Insurance Company

COMPANY B: ACE Property & Casualty Insurance Co

COMPANY C: North American Capacity Insurance Co

COMPANY D: Indemnity Insurance Co of North America

COMPANY E: ACE Fire Underwriters Insurance Company

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY LIABILITY OCCURRENCE	XSL G71448241	10/01/2019	10/01/2020	EACH OCCURRENCE	\$ 3,000,000
					FIRE DAMAGE (Any one fire)	\$ 2,000,000
					MED EXP (Any one person)	\$ XXXXXXXX
					PERSONAL & ADV INJURY	\$ 3,000,000
					GENERAL AGGREGATE	\$ 6,000,000
					PRODUCTS - COMP/OP AGG	\$ 6,000,000
A	AUTOMOBILE LIABILITY ANY AUTO HIRED AUTOS NON-OWNED AUTOS	ISA H25285918	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
					BODILY INJURY (Per person)	\$ XXXXXXXX
					BODILY INJURY (Per accident)	\$ XXXXXXXX
					PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
B	EXCESS LIABILITY OCCURRENCE	XOOG27905997 005	10/01/2019	10/01/2020	EACH OCCURRENCE	\$ 25,000,000
					AGGREGATE	\$ 25,000,000
						\$
						\$
D A	WORKERS COMPENSATION/ EMPLOYER'S LIABILITY WLR C66041876 (AOS) WLR C66041918 (AZ, CA, MA)	SCF C66041992 (WI)	10/01/2019	10/01/2020	E.L. EACH ACCIDENT	\$ 2,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
A C	Excess Workers Compensation TX Non-Subscriber	WCU C66041955 (WA) EEG0000367-05	10/01/2019	10/01/2020	\$2M EACH ACC/EMP/AGG \$5MM CSL/TOT/IND/OCC	

ADDITIONAL INFORMATION

SEE ATTACHMENT FOR ADDITIONAL INFORMATION

UNITED RENTALS, INC. AND ALL SUBSIDIARIES CERTIFICATE CONTINUATION
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY
ENDORSEMENT/SPECIAL PROVISIONS CONT.

RE: ALL OPERATIONS PERFORMED FOR THE CERTIFICATE HOLDER.

BLANKET ADDITIONAL INSURED - ANY PARTY, WHERE REQUIRED BY WRITTEN CONTRACT.
APPLIES TO GENERAL LIABILITY FORM XS-21164a (04/13) AND AUTO LIABILITY FORM
DA-9U74c (03/16).

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - ANY
PERSON OR ORGANIZATION, WHERE REQUIRED BY WRITTEN CONTRACT. APPLIES TO
GENERAL LIABILITY, AUTO LIABILITY AND WORKERS' COMPENSATION POLICIES. PER STATE
LAWS, WAIVER OF SUBROGATION DOES NOT APPLY IN NEW JERSEY, NEW HAMPSHIRE AND
KENTUCKY FOR WORKERS COMPENSATION.

COVERAGE IS PRIMARY AND NON-CONTRIBUTORY PER TERMS OF ENDORSEMENT XS-20288a
(05/14).

GENERAL LIABILITY POLICY INCLUDES:

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT FORM XS-21164a (04/13);
ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS.

CONTRACTUAL LIABILITY
"XCU" HAZARDS
BROAD FORM PROPERTY DAMAGE COVERAGE
INDEPENDENT CONTRACTORS COVERAGE

WORKERS' COMPENSATION SELF INSURED/STATE FUND POLICIES:

STATE OF WASHINGTON - SELF INSURED CERTIFICATE # 601, 908, 516
STATE OF NORTH DAKOTA - STATE FUND EMPLOYER ACCT # 821330
STATE OF OHIO - STATE FUND POLICY # 1303683
STATE OF WYOMING - STATE FUND POLICY # 00134808

ALL OTHER STATES (AOS) INCLUDES: ITEM 3 A . WORKERS' COMPENSATION INSURANCE:
PART ONE OF THE POLICY APPLIES TO THE WORKERS' COMPENSATION LAW OF THE STATES
LISTED HERE: AK, AL, AR, CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO,
MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, UT, VA, VT, WV.



**UNITED RENTALS (NORTH AMERICA), INC.
EXCEPTIONS SHEET TO:**

**CAPITOL REGION PURCHASING COUNCIL
INVITATION FOR BID #698
RENTAL AND SERVICING OF PORTABLE TOILET UNITS**

The submission of the attached bid by United Rentals (North America), Inc. ("Contractor") is subject to the exceptions set forth below.

SECTION; PAGE NUMBER	EXCEPTION; EXPLANATION
STANDARD BID AND RFP TERMS AND CONDITIONS, Indemnification and Insurance Exhibits, CRCOG General Maintenance Bids, page 7 AND Insurance Requirements, B.5. Personal Property, page 8	Once the equipment is delivered, Contractor no longer has any control over the use or misuse of the equipment rented. As such, Contractor requests that this section should be modified to reflect that Contractor's indemnification and save harmless obligations shall be limited to claims to the extent caused by the negligence or willful misconduct of Contractor during performance of this Agreement. Contractor's liability for costs and expenses hereunder shall be limited to those that are reasonable and actual, including reasonable attorney fees. In no event shall Vendor be liable for incidental, special or consequential damages. Contractor shall not be responsible for the negligence or willful misconduct of the Town or Board of Education.