CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: January 26, 2016

ITEM: Motion – Approval of Contract Agreement – Supply and Service of Portable Toilets

FINANCIAL IMPACT: Approximately $8,000 annually.

BACKGROUND: The Council is asked to approve an agreement with Jim's Johns for the Supply and Service of Portable Toilets. Three bids were received with Jim's Johns submitting the low bid on all bid items. The agreement is a three year agreement with the City reserving the right to renew the contract at the same terms and conditions.

A copy of the bid tabulation is attached for your information.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the Agreement.

Lead Staff Member: Sally Ortgies

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	Des Moines Register
Dates(s) Published	January 1, 2016

SUBCOMMITTEE REVIEW (if applicable)

Committee	N/A		
Date Reviewed			
Recommendation	Yes	No	Split

CITY OF WEST DES MOINES
BID TABULATION AND EVALUATION FORM

Bidder's Name			Jim's Johns		Portable Pro Inc.		A King's Throne			
Description of Bid Item			**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
2 Services Per Week										
Regular Portable Toilets	per month		$39.00		$65.00		$200.00			
Handicapped Accessible Portable Toilets	per month		$45.00		$90.00		$300.00			
Regular Portable Toilets	per week		$39.00		$50.00		$100.00			
Handicapped Accessible Portable Toilets	per week		$48.00		$75.00		$200.00			
3 Services Per Week										
Regular Portable Toilets	per month		$50.00		$75.00		$300.00			
Handicapped Accessible Portable Toilets	per month		$50.00		$100.00		$450.00			

CITY OF WEST DES MOINES
4200 Mills Civic Parkway
PO Box 65320
West Des Moines, Iowa 50265-0320

CONTRACT NO. __-____ **DATE:** 3/1/16
BUDGET CODE 0100.40.344.3.3625

CONTRACT AGREEMENT

Contractor Jim's Johns 1005 SW Boulder Des Moines, IA 50315	Department Department of Parks & Recreation P.O. Box 65320 West Des Moines, Iowa 50265
Contract Period – Effective: March 1, 2016 Annual Cost: See Below	Terminates: February 28, 2019 Payable: 30 Days

DESCRIPTION OF ITEMS CONTRACTED

See Attached

Contractor Jim's Johns / Jim McCaughy	_____ Approved _____ Not Approved
Authorized Signature	
Company Name (Print) Jim's Johns	City Manager
Address 1005 SW Boulder, Des Moines, IA 50315 515-288-0924	Department Director

WHITE – Department PINK – Finance YELLOW - Vendor

REQUEST FOR BID

SUPPLY AND SERVICE OF PORTABLE TOILETS

CITY OF WEST DES MOINES

The City of West Des Moines, Iowa, solicits interested parties to submit bids for the supply and service of portable toilets to be used in City parks and at City-sponsored events.

Submittals marked "Supply and Service of Portable Toilets Bid" will be received no later than **2:00 p.m.** on **Wednesday, January 6, 2016.** Submit bid on attached Bid Form to:

Office of the City Clerk
City of West Des Moines
4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265

Bid Procedure

Mark outside of envelope with proposal subject, "Supply and Service of Portable Toilets Bid".

Bids received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. The City of West Des Moines reserves the right to award in part or in whole or to reject any or all bids.

Any bid submitted MUST be signed by an individual authorized to bind the bidder. All bids submitted without such signature will be deemed non-responsive, and will not be acceptable.

If you desire not to quote on this bid, please forward your acknowledgement of NO BID SUBMITTED to the above address.

I. Description

A. The intent and purpose of this Request for Bid is to establish a contract to supply and service portable toilets for use in City parks and at City-sponsored events.

B. The Contractor shall furnish all labor, equipment, and materials needed to supply portable toilets on both a seasonal basis and on an "as needed" basis. Servicing of the portable toilets shall be included in the bid.

II. Performance Requirements

A. Personnel. The Contractor shall provide the City with the name, address, telephone number(s), and e-mail addresses for at least two designated contact personnel responsible for insuring response to the City request for contract services. The Contractor shall ensure that at least one of the contact persons is available and accessible 24 hours per day, during the period that the Agreement is in force including Saturdays, Sundays, and holidays.

B. Response Time. The Contractor shall respond and supply portable toilets within 24 hours after a request is made by the City. Service requests shall be responded to within 4 hours.

C. Servicing. The Contractor shall be responsible for providing a minimum of regular service visits per week. Regular days for service visits shall be set by the City for each location. Occasional additional service visits will be requested by the City due to heavy use or vandalism. There shall be no additional charge for these extra service visits. Units shall be maintained and serviced per manufacturer's recommendations and industry standards.

D. Service Records. A record of service shall be maintained for each portable toilet utilizing a sticker or some similar record-keeping device to be supplied by the City. The service record must be readily visible and available for City staff performing inspections of portable toilets.

E. Handicapped Accessible Portable Toilets. The Contractor shall provide written certification that all handicapped accessible portable toilets are ADA compliant.

F. Condition of Portable Toilets. Portable toilets supplied by the Contractor shall be in excellent condition and shall have a consistent appearance (shape, color, etc.) in all locations. The City reserves the right to reject any portable toilet based on its condition or appearance and request a replacement.

G. Authority/Direction. The Contractor and his designated personnel shall respond to supply or service orders given by the City in a positive, courteous and timely manner. The City reserves the right to reject any equipment or personnel from continued or further engagement of services due to incompetence or insubordination or inability of equipment to function properly for the requested services.

H. Property Damage. The Contractor shall be responsible for any and all damage to public property (including public utilities) due to its own or its employees' negligence in supplying or servicing portable toilets. The City shall not be responsible for any damage to portable toilet units or theft of portable toilet units.

I. Invoices. All invoices shall be submitted to the City on or around the same day of each month. Billing shall be done on a calendar month basis with monthly charges pro-rated based on the date of portable toilet delivery. Invoices shall include detail on each portable toilet's location.

III. Length of Agreement

A. This Agreement shall be a three year Agreement commencing on March 1, 2016, and ending on February 28, 2019, inclusive. The City reserves the right as its sole option to renew this contract per the same terms and conditions as set forth in the resulting contract. Any renewal contract shall be signed by the City prior to the expiration of the initial term and any subsequent term. This will require mutual consent by both the City and the Contractor.

B. This Agreement may be terminated for good cause, including failure to perform in accordance with Section II of this Agreement, by the City during the Agreement period, subject to written notice being delivered by registered mail to the Contractor at the address referenced on the bid form.

IV. Payment

Contractor will be paid on a monthly basis in arrears. Invoices must contain details on the locations where services were provided. Invoices shall be sent to:

City of West Des Moines
Parks and Recreation Department
P.O. Box 65320
West Des Moines, IA 50265

V. Insurance

Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Worker's Compensation, Commercial General Liability, and Automobile Liability coverage as follows:

Type of Insurance	Limits of Liability (Minimum)
Worker's Compensation	Statutory
Employer's Liability	$500,000 (each accident)
Commercial General Liability	$1,000,000 combined single limit

Policy must cover the following risks:

- Comprehensive Form
- Premises Operations
- Explosion and Collapse Hazard
- Underground Hazard
- Products/Completed Operations Hazard
- Contractual Insurance
- Broad Form Property Damage
- Independent Contractors

Automobile Liability	$1,000,000 combined single limit

Policy must cover the following risks:

- Owned
- Hired
- Non-owned

The City shall have no responsibility of liability for such insurance coverage.

VI. Further Information

A. Questions regarding the Request for Bid can be addressed by contacting the Parks and Recreation Department, Sally Ortgies, Superintendent of Parks, (515) 222-3447.

B. Mandatory Drug and Alcohol Testing Programs. The Contractor certifies that all of their employees who may perform safety sensitive functions for the City are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations (Code of Federal Regulations, 49CFR, Part 382 and Part 40).

C. Right-To-Know Statement. The bidder certifies that, in accordance with the "Hazard Communication Rule", 29 CFR 1910.120 (the "Right-To-Know" Law) and the State of Iowa "Hazardous Chemicals Risk Right-to-Know Rule", employees exposed to materials on the worksite will be trained for the materials in use by the successful Contractor as part of the

contract. Material Safety Data Sheets (MSDS) for City materials will be supplied to the successful Contractor upon request.

D. ADA Statement. The City does not discriminate on the basis of disability. If you believe you have been discriminated against in any program or facility, you may file a complaint alleging the discrimination with the ADA Coordinator through the City Manager's office. The TDD line for the City of West Des Moines is 222-3334.

E. FLSA Statement.
"We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

Authorized Signature _____ 1-6-16 **Date**

BID FORM

SUPPLY AND SERVICE OF PORTABLE TOILETS

CITY OF WEST DES MOINES

We, the undersigned, hereby propose to provide the following:

Two (2) Services Per Week		
Regular Portable Toilets	$ 39.00	per unit per MONTH
Handicap Accessible Portable Toilets	$ 45.00	per unit per MONTH
Regular Portable Toilets	$ 39.00	per unit per WEEK
Handicap Accessible Portable Toilets	$ 48.00	per unit per WEEK
Three (3) Services Per Week		
Regular Portable Toilets	$ 30.00	per unit per MONTH
Handicap Accessible Portable Toilets	$ 30.00	per unit per MONTH

Note: Supply, delivery and service of toilets shall be included in the unit cost. All units will be delivered to locations within the West Des Moines city limits.

Authorized Signature: JM McCarty

Firm Name: Jim's

Address: 1005 SW Boulder

Phone: 288-0924

Fax: 288-4494

E-mail: Jimsjohn@AOL

Contact Persons:
Name & Phone Jim McCarty 288-0924

Name & Phone

Submittals marked "Supply and Service of Portable Toilets Bid" will be received no later than **2:00 p.m.** on **Wednesday, January 6, 2016**. Submit bid on this Bid Form to:

Office of the City Clerk
City of West Des Moines
4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265

JIM'S JOHNS
1005 SW BOULDER
DES MOINES, IA 50315
288 0924