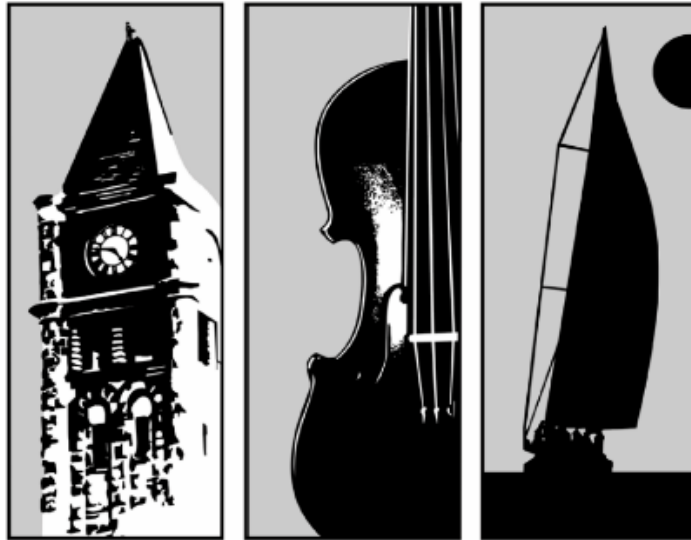


MUSKEGON



West Michigan's Shoreline City
www.shorelinecity.com

CITY OF MUSKEGON

NOTICE TO CONTRACTOR

REQUEST FOR PROPOSALS

PROJECT NAME:	Portable Pit Toilets
DATE OF ISSUANCE:	December 11, 2023
DATE PROPOSAL DUE:	February, 9 th 2024 (by 2 p.m)
ISSUING OFFICE:	City of Muskegon c/o Matt Schwemin Department of Public Works 1350 Keating Ave. Muskegon, MI 49442 Tel. (231) 724-6920 Matt.schwemin@shorelinecity.com

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Note: Should any of the pages or documents listed above be missing from your packet, or if you have any questions regarding this RFP, please contact Matt Schwemin, Park Supervisor of Public Works for the City of Muskegon at (231) 724-6920 or via E-mail at Matt.Schwemin@shorelinecity.com

PROPOSAL & AWARD

The undersigned having become thoroughly familiar with and understanding of all the proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate, and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City.

I hereby state that I have read, understand, and agree to be bound by all of the terms of this proposal document.

Signature/Date _____

Title _____

Firm Name _____

Address _____

Telephone _____

E-Mail _____

INSTRUCTIONS TO BUSINESSES

PROPOSALS

All proposals must be submitted following the proposal format supplied in this document and shall be subject to all requirements of this document.

The City may consider as irregular any proposal in which there is an alteration of or departure from the format stated in the RFP documents, and at its option may reject the same.

SUBMITTAL OF PROPOSALS

Three (3) copies of the proposal documents shall be submitted in a sealed envelope to:

City of Muskegon
City Clerk's Office
933 Terrace Street
Muskegon, MI. 49440

The envelope shall be clearly marked on the exterior denoting the name of the business submitting the proposal and the name of the particular professional services contract for which the proposal is offered.

The proposals shall be submitted by no later than 2:00 PM, Thursday, February, 9th 2024

AWARD / REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the best interest of the City. The firm to whom the Award is made will be notified at the earliest possible date. All firms submitting proposals will be notified when the award is made. The award will not be completed until confirmed and recommended by the city commission.

CITY RESPONSIBILITIES

The City Parks Department will provide information to the desired locations and communicate regularly to the business on cleanliness issues, repair needs, and added units as needs arise.

TERMS

Businesses can choose to bid, on portions of the City or the entire City.

The bids will be honored for three years, with a one-year extension possible after a seasonal review by the City of Muskegon Park Department management. The contract period is from February, 23rd, 2024 to February, 25th 2028.

Companies are responsible for the repair, removal, and placement of units. All removal and placement must be discussed with Park Department management, and fees for repair, removal, and placement must be spelled out in the bid.

The City of Muskegon Park Department management reserves the right to reduce services, based on operational need and the weather.

Additions to this contract will be requested of companies on a case-by-case basis.

For year-round areas, the City of Muskegon Parks Department must keep units accessible as far as snow removal and sand removal, & a trash receptacle must be on hand for litter and garage. City Parks Staff will maintain the trash receptacle year-round.

SPECIFIC AREA INFORMATION

INTRODUCTION

The City of Muskegon is seeking bids for portable vault toilets at various areas throughout the park system. Reference the attached map and scope of work noted below for further information.

Bid Area #001 – Pere Marquette, Beachwood, Kruse, Drake Elliot, Thin Beach, Blue MacKite parking lot & Harbor Towne

Limits

Year-round service, with 1 to 2 services a week depending on the season. May through September 2 services per week, during October to April only one service is required.

ADA unit- Harbor Town

Regular unit- Drake Elliot (This unit will be moved to the blue concession building from Memorial Day to Labor Day)

ADA unit- Beachwood

Seasonal service, 2 services a week during placement, the months of April & May as well as September to mid-November

1 ADA unit at Pere Marquette Bathroom

2 Regular units at Pere Marquette Bathroom

Seasonal service, 2 services a week during placement, the months of June, July, August and mid-September

2 regular units at the Thin Beach area (must be chained to post, to prevent tipping)

For seasonal service, the 3 units at Pere Marquette can be relocated to the MacKite location for the months of June, July, August

Seasonal service, 1 service per week during placement, the months of April and May, September, October and November

Regular unit at Kruse Park

Scope of Work

Cleaning the inside and outside of the units, repair of units as needed

Stocking toilet paper & hand sanitizer

Cleaning out all interior holding tanks on a as needed basis

Clean trash out from the inside of the unit and use the trash can receptacle provided.

Bid Area #002 – McGraft, Marsh, & Seyferths

Limits

Year-round service, with 1 to 2 services depending on the time of season. June, July, and August, 2 services a week.

1 ADA unit at McGraft Park

1 Regular unit at Seyferths- September, October and November

1 ADA unit at Marsh Field, May, June, July, August, and September (must be chained to a post or fence to prevent tipping)

Scope of Work

Cleaning the inside and outside of the units, repair of units as needed

Stocking toilet paper & hand sanitizer

Cleaning out all interior holding tanks on a needed basis

Clean trash out from the inside of the unit and use the trash can receptacle provided

Bid Area #003 – Smith-Ryerson, Aamodt, Sheldon, & Beukema

Limits

Year-round service, with 1 to 2 services depending on the time of season. June, July, and August 2 services a week, and the other 9 months 1 service a week.

1 ADA unit at Smith-Ryerson

Seasonal service, 1 ADA unit at Aamodt June, July, and August. 1 service a week.

Seasonal service, 1 regular unit at Sheldon Park, June, July, and August. 1 service a week.

Seasonal service, 1 regular unit at Beukema Park, June, July, and August. 1 service a week.

Scope of Work

Cleaning the inside and outside of the units, repair of units as needed

Stocking toilet paper & hand sanitizer

Cleaning out all interior holding tanks on a needed basis

Clean trash out from the inside of the unit and use the trash can receptacle provided

Bid Area #004

Limits

All the aforementioned areas are in bid areas 1 through 3.

Scope of Work

Cleaning the inside and outside of the units, repair of units as needed

Stocking toilet paper & hand sanitizer

Cleaning out all interior holding tanks on a needed basis

Clean trash out from the inside of the unit and use the trash can receptacle provided

Bid area #005

Limits

As-needed services for emergency repair to buildings and or festivals/events. Determine the best bid for your organization based on a week to month of need.

*Trash cans will not be provided in these instances.

Scope of Work

Cleaning the inside and outside of the units, repair of units as needed

Stocking toilet paper & hand sanitizer

Cleaning out all interior holding tanks on a needed basis

PURPOSE OF THE CONTRACT

The proposed bids seek to provide clean assessable service for the park visitors throughout the City of Muskegon Parks Department for the 2024-2028 calendar years with potential extensions for 2028 (Base 3-Year / Extension 1-Year)

CONTENTS OF PROPOSAL SUBMITTAL

At a minimum, each proposal shall include the following items:

1. Signed and Completed Proposal & Award Page
2. Signed and Completed Bid Form
3. Copy of Insurance

EVALUATION

Staff will review the submitted proposals and make a recommendation to the City Commission and other controlling entities for award based on the current purchasing policies of the City.

TENTATIVE SCHEDULE FOR AWARD & IMPLEMENTATION

Issue RFPJanuary 9th, 2024
Proposal Due DateFebruary, 9th 2024 (by 2 p.m)
City Commission Consideration of Bids.....February, 13th, 2024
Start DateFebruary, 19th, 2024
Extension Review Date.....Friday, February, 19th, 2027

INSURANCE REQUIREMENTS

The Consultant will be required to comply with the following insurance and indemnity requirements BEFORE ANY AGREEMENTS CAN BE EXECUTED:

- a. **Hold Harmless Agreements:** To the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including any costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working on behalf of the City, by reason of personal injury, including bodily injury and death, property damage, including loss of use thereof, and/or the effects of or release of toxic and/or hazardous material which arises out of or is in any way connected or associated with this contract. The obligation to defend and hold harmless extends to Consultant's employees, agents, subcontractors, assigns and successors.
- b. **Consultant Insurance Requirements:** Consultant shall not commence work under this contract until obtaining the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and Best Rated A VIII. All coverage shall be with insurance carriers acceptable to the City.
- c. **Workers' Compensation Insurance:** The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
- d. **General Liability Insurance:** The Consultant shall procure and maintain during the life of this contract, commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions or equivalent.
- e. **Motor Vehicle Liability:** The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than \$500,000 per occurrence or combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

- f. Professional Liability Insurance: The Consultant shall procure and maintain during the life of this contract and during the performance of all services Professional Liability Insurance covering all performances from the beginning of the consultant's services on a "claims made basis" and shall maintain coverage from commencement of this contract until six (6) months following completion of the consultant's work with limits of liability not less than \$500,000 per claim.
- g. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The CITY OF MUSKEGON, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- h. Cancellation Notice: Workers' Compensation Insurance, General Liability Insurance, Motor Vehicle Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) Days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CITY OF MUSKEGON ENGINEERING DEPARTMENT.
- i. Proof of Insurance Coverage: The Consultant shall provide the City at the time the contracts are returned by him for execution, certificates and policies as listed below:
 - 1. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 - 2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance
 - 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance
 - 4. Two (2) copies of Certificate of Insurance for Professional Liability Insurance
 - 5. If so requested, certified copies of all policies mentioned above will be furnished.

If any of the above coverage expires during the term of this contract, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.