



**Plymouth Parks & Forestry  
Request for Quote**

for

**Portable Toilets**

**For the Term: 2024-2025**

**Date of RFQ Issue: October 27, 2023**

**Quote Due Date: Friday, December 1, 2023, at Noon, CST**

*Quotes are to be received by Plymouth Parks & Forestry  
as listed below **prior to quote** closing date and time.*

**Contact Info:**

Plymouth Parks & Forestry  
Sonya Rippe, Project Coordinator

[www.plymouthmn.gov/parksrfq](http://www.plymouthmn.gov/parksrfq)

[srippe@plymouthmn.gov](mailto:srippe@plymouthmn.gov)

(763) 509-5943

**Plymouth Parks & Forestry  
Request for Quote  
for Portable Toilets**

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## Portable Toilets Request for Quote

### I. Overview

Plymouth Parks & Forestry is seeking quotes from companies to provide both standard and ADA portable toilets and servicing units throughout the City. The selected company will work under the direction of Plymouth Parks & Forestry staff to place and service units at City-owned sites maintaining a high degree of cleanliness and to assure the aesthetic appearance of City-owned sites. All services must meet the criteria as detailed in the scope of services.

This Request for Quote (RFQ) does not obligate Plymouth Parks & Forestry to contract the services. The City reserves the right to cancel the solicitation if such action is considered to be in its best interest.

### II. Quote Information

#### A. Schedule

Plymouth Parks & Forestry schedule for review of the RFQ's and final selection is as follows:

Date	Event
October 27, 2023	Advertising begins
December 1, 2023 at Noon	RFQ Submittal Due

#### B. Questions

Prospective contractors who have any questions regarding this RFQ must submit questions by e-mail or phone to: Sonya Rippe, Project Coordinator, [srippe@plymouthmn.gov](mailto:srippe@plymouthmn.gov) or (763) 509-5943

#### C. Submittals

All quotes must be delivered via email to Sonya Rippe, Project Coordinator at [srippe@plymouthmn.gov](mailto:srippe@plymouthmn.gov).

**All quotes must be sent no later than Noon on Friday, December 1, 2023, CST**, as indicated by the time posted in the schedule. Late quotes will not be considered. Quotes should be sent from the responder's e-mail address. Each quote must be signed by an authorized member of the firm.

Any and all responses to this RFQ must include the following RFQ elements. All signatures must be signed by an official who is legally authorized to bind the organization.

1. A completed Company Information form.
2. A completed Portable Toilets Quote Sheet.
3. A completed and signed Certificate of Quote.
4. A completed and signed Responsible Quote Evaluation.
5. A completed and signed Affidavit of Non-Collusion.

### **III. Terms & Conditions**

If a contract is awarded, the selected Contractor will be required to adhere to a set of general terms and conditions that will become a part of any formal agreement. These conditions are general principles that apply to all Contractors of service to Plymouth Parks & Forestry.

#### **A. Reporting of Contractor**

1. The Contractor is to report to Sonya Rippe, Project Coordinator of Plymouth Parks & Forestry and will cooperate and confer with him/her as necessary to ensure satisfactory work progress.
2. Plymouth Parks & Forestry will review and inspect the Contractor's activities during the term of this contract.

#### **B. Personnel**

1. The Contractor will provide the required service personally and will not subcontract or assign services without Plymouth Parks & Forestry's written approval.
2. The Contractor will not hire any City employee for any of the required services without the City's written approval.
3. The parties agree that the Contractor is neither an employee nor an agent of the City for any purpose.

#### **C. Indemnification**

The Contractor will protect, defend and indemnify the City of Plymouth, its officers, agents, servants, volunteers and employees against any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the City of Plymouth in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor or any employee, agent or representative of the Contractor or any sub-contractor.

#### **D. Subcontractors**

Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

#### **E. Non-Collusion**

Submittal and signature of a quote swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer or to refrain from quoting.

#### **F. Responsible Quoter**

The City will review the qualifications and experience of quoters for construction, alteration, repair, or maintenance of real or personal property after quotes are opened and before a contract is awarded, to determine if the quoter is "responsible." A "responsible" quoter is a bidder qualified to do the work. This will be determined by assessing the quoter's skill, resources, experience, successful performance of

similar contracts (on time and on budget), and all other matters bearing upon the likelihood that the contract will be successfully completed.

#### **G. Insurance Requirements**

The insurance carrier for City of Plymouth requires evidence of coverage, certificates of insurance, from subcontractors working on city premises prior to the commencement of work. Coverage and limits required are as follows:

**General Liability** including Completed Operations coverage with minimum limits of:

- \$1,000,000 Each Occurrence Bodily Injury and Property Damage
- \$2,000,000 General Aggregate
- \$2,000,000 Products / Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Injury

The City of Plymouth should be named as an “Additional Insured” on a primary basis, with a Waiver of Subrogation in favor of the City of Plymouth, on the General Liability and Automobile Liability as related to the work performed by the subcontractor on behalf of The City of Plymouth.

**Automobile Liability** coverage for any Auto, Hired and Non-Owned Autos:

- \$1,000,000 Limit

**Workers Compensation and Employers Liability:**

- Statutory Limits on Workers Compensation
- Employer’s Liability
  - \$500,000 each Accident
  - \$500,000 Disease – each employee
  - \$500,000 Disease – policy limit

Workers Compensation includes a Waiver of Subrogation in favor of the City of Plymouth.

#### **H. Compliance with Laws & Regulations**

In addition to non-discrimination and affirmative action compliance requirements listed below, the Contractor(s) ultimately awarded a contract shall comply with federal, state and local laws, including, but not limited to, all applicable OSHA requirements and the Americans Disabilities Act. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

#### **I. Licenses**

The Contractor shall obtain and maintain all licenses, permits and/or certificates both permanent and temporary throughout the period of the agreement. The Contractor and staff shall be licensed and authorized to do this specific type of work within the State of Minnesota.

#### **J. Interest**

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agency, employee of the City of Plymouth or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or interest of any

corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

**K. Equal Opportunity Employment**

The City of Plymouth does not discriminate on the basis of race, color, creed, national origin, sex, religion, age, disability, affection preference, marital status, or status with regard to public assistance in employment. The City of Plymouth is an equal opportunity employer.

**L. Ownership of Documents**

All documents developed as a result of this contract will be freely available to the public and shall become the property of the City. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the City. Any publication of the information or results must be co-authored by the City.

**M. Data Practices**

All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

**N. Assigns & Successors**

This contract is binding on the City and the Contractor, their successors and assigns. Neither the City nor the Contractor will assign or transfer its interest in this Contract without the written consent of the other.

**O. Termination of Contract**

1. Termination without Cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.
2. Termination with Cause. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - a. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule)
  - b. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents
  - c. Contractor's disregard of Laws or Regulations of any public body having jurisdiction
  - d. Contractor's repeated disregard of the authority of the City of Plymouth

**P. Addendum**

1. Any changes to the specifications will be issued as a written addendum. No oral statements, explanations or commitments by whosoever shall be of any effect.
2. The contract may be amended from time to time through written agreement by both parties.

#### **IV. Scope of Services**

The overall scope of services sought is to provide portable toilets at 52 sites throughout Plymouth and additional toilets for various special events throughout the year for Plymouth Parks & Forestry.

The Contractor should be familiar with the sites and location, the work to be done and local conditions affecting the cost of the work under which it must be performed and hereby proposes to furnish all labor, materials and equipment to meet the needs of these services. Plymouth Parks & Forestry will not be responsible for any damages to the Contractor's tools or equipment. There is no parking or storage for equipment at any City facilities.

The services and occurrence may include, but are not limited to:

##### **A. Contract Period**

The contract period shall be for two (2) years from 2024-2025.

##### **B. Contract Value**

The approximate value of work to be performed during the two calendar years is \$150,000.

##### **C. Toilet Schedule**

1. There are currently approximately 77 portable toilets scheduled to be on site anywhere from a few days through an entire year with cleans based on site usage.
2. Portable toilets will be cleaned a minimum of one time per week.

##### **D. Portable Toilet Requirements**

###### **1. Required Services**

- a. Provide all equipment, tools, supplies, materials, transportation and perform all operations necessary to supply, service and relocate portable toilets under this contract.
- b. Provide regular service to include delivery of rental toilets to various locations, set-up for operation, periodic service cleaning and subsequent removal from location. The Contractor shall repair the respective sites to ensure that units are stabilized and readily accessible. Cleaning shall also include any minor repairs and parts discovered at time of servicing the unit. All portable toilets are to be graffiti-free and constructed of poly-plastic or heavy-duty type fiberglass to prevent being blown over.
- c. Provide toilets for periodic special events. A special event requirement shall consist of standard portable toilets and ADA handicap toilets. The number of standard toilets and ADA handicap toilets will vary depending on the estimated amount expected per special event. All units will be cleaned and fully supplied upon delivery. Plymouth Parks & Forestry will notify The Contractor of the event and when to deliver units to assigned location at least one (1) week prior to the event. All units shall be delivered one weekday prior to the event and picked up no later than the next weekday after the event.

###### **2. Specifications**

- a. The portable toilet units listed in the schedule of quote items are defined as follows:
  - 1) Standard Portable Toilet
  - 2) ADA Portable Toilet – with full wheelchair accessibility
- b. All units shall be consistent in color, appearance and age. These units are for public use and must represent a positive image.

- c. Portable toilets shall be a uni-sex model and equipped with urinal and stool, an internal lock system, occupied/vacant indicator, tissue paper holder firmly attached to the unit, seat cover to be hinged and in working order.
- c. Units shall be delivered with the following items and ready for use.
  - 1) Toilet paper
  - 2) Fresh deodorant, air sanitizer
  - 3) Sufficient solution to accommodate waste between cleanings
  - 4) Hand sanitizer
  - 5) Service tags dated and initialed after each cleaning
  - 6) May require some units to be anchored or set within an enclosure

**3. Service of Units**

- a. Service visits shall include the following: pump out waste, remove and dispose of litter, clean and disinfect interior surfaces, provide and replenish toilet paper, seat covers, fresh deodorant, hand sanitizer and water, where applicable. Remove graffiti from interior and exterior of portable toilet and perform repairs as needed to make the toilet usable and maintain user privacy.
- b. Portable toilet units that cannot be repaired to usable condition on site must be replaced. Contractor is responsible for proper and lawful disposal of all waste removed from the portable toilets.

**4. Disposal of Waste**

The Contractor is responsible for the legal disposal of waste in each unit.

**5. Service Hours**

The Contractor shall service the portable toilets only between the hours of 7:00 a.m. and 4:00 p.m. unless directed otherwise by Plymouth Parks & Forestry staff. Plymouth Parks & Forestry may also specify the day of the week and time of day for servicing of the portable toilets.

**6. Emergency Service**

- a. Plymouth Parks & Forestry will request emergency service under two circumstances:
  - 1) Contractor fails to adequately service toilet during regular scheduled service leaving the toilet unusable. This service will be provided at no cost to Plymouth Parks & Forestry.
  - 2) For reasons beyond the control of the Contractor, portable toilet require service in addition to the regularly scheduled service. This service will be charged at the emergency service rate.
- b. The Contractor shall furnish, service and/or deliver emergency units within four (4) hours after notification from the Plymouth Parks & Forestry.

**7. Service Log**

The Contractor shall provide and maintain a written service log affixed to the inside of each portable toilet that lists the date of each service visit.

**8. Rental Term**

- a. Long-term rental of portable toilets under this agreement shall be on a month-to-month basis and may be cancelled by Plymouth Parks & Forestry with 24-hour notice to the Contractor. The charges for long-term toilets that are cancelled during the course of a month shall be determined by prorating the amount based on the number of calendar days involved.

- b. Event rental portable toilets shall be charged on a rental period not to exceed seven consecutive days.

**9. Ordering Toilets**

- a. Plymouth Parks & Forestry will provide a minimum 24-hour advance notice when ordering toilets for delivery. Toilets ordered by 12:00 pm (Noon) shall be delivered by the next business day unless Plymouth Parks & Forestry staff specifies a later day and time.
- b. The Contractor will be provided a list of Plymouth Parks & Forestry staff authorized to order portable toilets. Acceptance of unauthorized orders for portable toilets may result in non-payment.

**10. Placement of Toilets**

- a. Plymouth Parks & Forestry will provide the Contractor site maps with locations of portable toilets marked.
- b. The Contractor shall advise Plymouth Parks & Forestry staff delivery time and confirm placement locations prior to delivery of units.
- c. Plymouth Parks & Forestry and the Contractor will coordinate the placement of portable toilets to accommodate the intended users and to allow access for service by the Contractor at all times. At Plymouth Parks & Forestry's direction, the Contractor shall secure portable toilets sited on soil or mulch with stakes or other attachment methods to prevent the unit from being tipped.

**11. Removal of Toilets**

- a. The Contractor shall remove portable toilets rented by Plymouth Parks & Forestry for special events no later than the weekday following the close of the event. Long-term portable toilets shall be removed by the end of the third business day following notice of cancellation by Plymouth Parks & Forestry.
- b. The Contractor shall remove and replace damaged or vandalized units within one (1) calendar day after notification from Plymouth Parks & Forestry.

**12. Adding Toilets to the Contract**

Plymouth Parks & Forestry may add portable toilets to the contract, as needed. The cost per service for portable toilets added to the contract will be based on the cost per service quoted by the Contractor for similar portable toilets listed in the schedule of bid items.

**13. Clean Up**

The Contractor shall remove all debris caused by his work at the job site and at the end of each workday and dispose of it at no additional cost to Plymouth Parks & Forestry. Disposal shall be in strict accordance with local and State of Minnesota laws and ordinances.

**14. Environmental Requirements**

- a. The Contractor shall conduct all aspects of its operation in compliance with all local, State of Minnesota and Federal Environmental Protection Agency rules, regulations, laws and any other legal requirements for the protection of the environment. Materials or processes that use asbestos, beryllium or mercury shall not be used.
- b. The Contractor shall immediately inform Plymouth Parks & Forestry of any investigation, citation, or legal action by any regulatory agency related to the Contractor's obligations under this Contract.

### **15. Site Damage**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no cost to the City.

### **E. Personnel & Supervision**

1. The Contractor shall provide sufficiently qualified on-site personnel to execute the work covered by the contract.
2. All personnel shall perform the work in a safe and professional manner.
3. Contractor's personnel shall dress and conduct themselves appropriately on the job site. Shirts are to be worn at all times and must be high-visibility Class 2 or wear an ANSI/ISEA Class 2 vest.
4. Contractors must adhere to all applicable laws pertaining to hiring practices and that all personnel employed by the Contractor are legally eligible to work in the United States pursuant to federal and state law.
5. No person shall use tobacco products or electronic cigarettes on City-owned parkland, park facilities, open space or joint City/School District properties, except within the confines of a vehicle in a designated parking area.

### **F. Safety Requirements**

1. All tools and equipment used by the Contractor shall be in proper working order and shall be operated in a manner consistent with commonly accepted safety standards and all applicable local, state or federal laws.
2. Safety features on equipment should not be altered.
3. Safety shields must be in place on all equipment.
4. Personnel must wear proper protection as required.
5. Equipment is to be operated safely at all times.
6. Any violation of safety standards may be deemed cause for termination of the Contract.

### **G. Equipment**

1. All equipment owned or controlled by the Contractor, while operated and/or located on City of Plymouth's park properties, shall conform with all applicable laws and regulations then in effect, including but not limited to those related to occupational safety and health.
2. All delivery, cleaning and/or pick-up operations are to be performed using machines manufactured by reputable companies recognized for producing high quality commercial portable toilet equipment.
3. At no time, shall an operator of a piece of equipment leave visual contact of the equipment.
4. Any failure to comply with these provisions could result in immediate termination of the contract.

### **H. Portable Toilet Completion Reporting**

1. Each week, the Contractor shall email the assigned Parks & Forestry staff the following information.
  - a. Portable toilets that were delivered and date of delivery.
  - b. Portable toilets that were cleaned and date/time of cleaning.
  - c. Explanation of areas that were skipped or not completed.
  - d. Any additional information that may be helpful.

**I. Terms of Payment**

1. The Contractor will submit an invoice to Plymouth Parks & Forestry on a monthly basis for all work performed during the preceding month.
2. The invoice shall include the sites, standard and/or ADA unit price per service visit and any other charges.
3. Upon approval of required work as specified being completed, the invoice will be forwarded on to Finance for payment.
4. Invoices are due to Finance every Tuesday for processing checks on Friday.
5. A check is generally issued within 7-10 days from each Tuesday.

**J. Locations**

The Contractor will be providing approximately 77 portable toilets at 52 sites throughout Plymouth. Specific sites with addresses and portable toilet location will be provided prior to the first round of deliveries.

# Attachment A: Advertisement for Quote

## 2024-2025 City of Plymouth

**NOTICE IS HEREBY GIVEN** that the City of Plymouth is seeking quotes from companies to provide both standard and ADA portable toilets and servicing units throughout predetermined City sites. The selected company will work under the direction of Plymouth Parks & Forestry staff to place and service units at City-owned sites maintaining a high degree of cleanliness and to assure the aesthetic appearance of City-owned sites. All services must meet the criteria as detailed in the scope of services. The approximate value of work to be performed is \$150,000 over two years.

An electronic copy of the Request for Quote is available at [www.plymouthmn.gov/parksrfq](http://www.plymouthmn.gov/parksrfq) or by contacting Sonya Rippe, Project Coordinator at [srippe@plymouthmn.gov](mailto:srippe@plymouthmn.gov).

Details concerning submission requirements are included in the Request for Quote. This notice does not obligate the City of Plymouth to complete the project and the City reserves the right to cancel this solicitation.

Deadline for submission of the RFQ Response is no later than **Noon on Friday, December 1, 2023, CST**.



City of Plymouth  
Parks & Forestry  
14900 23<sup>rd</sup> Avenue N  
Plymouth, MN 55447  
[www.plymouthmn.gov](http://www.plymouthmn.gov)

## Portables Toilets Request for Quote

All quotes must be sent to **Sonya Rippe, Project Coordinator** at [srippe@plymouthmn.gov](mailto:srippe@plymouthmn.gov) no later than, **Noon on Friday, December 1, 2023, CST**. Late quotes will not be considered. Quotes are to be e-mailed from the responder's e-mail address. Each quote must be electronically signed by an authorized member of the firm.

Any and all responses to this RFQ must include the following RFQ elements. All signatures must be signed by an official who is legally authorized to bind the organization. Submit pages 12-23.

- Company Information – Recent Project, Licenses/Certificates, Equipment to be used, Lawsuits/Complaints & References
- Portable Toilet Quote Sheet
- Certificate of Quote
- Responsible Quoter Evaluation
- Affidavit of Non-Collusion



**Plymouth Parks & Forestry  
Portable Toilets  
Request for Quote Forms**

**Company Information**

<b>Company</b>			
<b>Main Contact</b>		<b>Title</b>	
<b>Email</b>		<b>Phone</b>	
<b>Address</b>			
<b>City</b>		<b>State</b>	<b>Zip</b>
<b>Website</b>			
<b>Tax ID#</b>		<b>Corporation or Partnership</b>	
<b>Years in Business</b>		<b>Years in Plymouth Area</b>	
<b>Permanent Employees</b>		<b>Temporary Employees</b>	
<b>Type of work performed by your Company</b>			

**Recent Projects of similar scope and size performed**

<b>Company</b>	<b>Contact</b>	<b>Email</b>	<b>Type of Work</b>

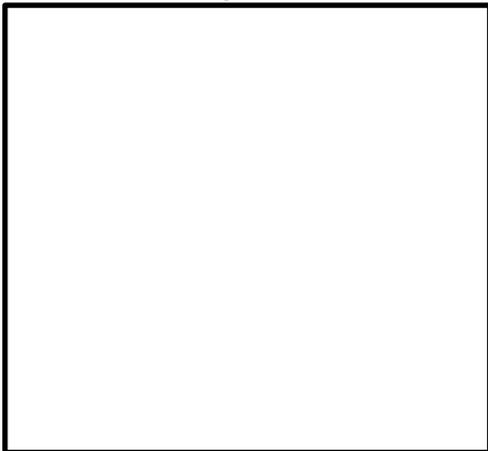
**List all your companies applicable Licenses and Certificates**

<b>License/Certificate</b>	<b>Number</b>	<b>Expiration</b>

**Please list the size, tank size, color and number of standard and ADA portable toilets that your company has available to be used in Plymouth.**

Unit	Size	Tank Size	Color	Quantity
Standard				
ADA				

**Please include a photo of inside and outside of a standard and ADA portable toilet.**



Standard Portable Toilet Inside



Standard Portable Toilet Outside



ADA Portable Toilet Inside



ADA Portable Toilet Outside

**List all lawsuits or complaints filed against quoter for the last five (5) years.**

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### Company References

Check box if your company has been a vendor for this service in the past two years. If yes, then it is not necessary to complete the requested references.

<b>Company Reference #1</b>				
<b>Main Contact</b>		<b>Title</b>		
<b>Email</b>		<b>Phone</b>		
<b>Address</b>				
<b>City</b>		<b>State</b>		<b>Zip</b>
<b>Website</b>				
<b>Description of Work Performed</b>				

<b>Company Reference #2</b>				
<b>Main Contact</b>		<b>Title</b>		
<b>Email</b>		<b>Phone</b>		
<b>Address</b>				
<b>City</b>		<b>State</b>		<b>Zip</b>
<b>Website</b>				
<b>Description of Work Performed</b>				

<b>Company Reference #3</b>				
<b>Main Contact</b>		<b>Title</b>		
<b>Email</b>		<b>Phone</b>		
<b>Address</b>				
<b>City</b>		<b>State</b>		<b>Zip</b>
<b>Website</b>				
<b>Description of Work Performed</b>				



**Plymouth Parks & Forestry  
Portable Toilets  
Quote Sheet**

The City of Plymouth will have portable toilets at 52 sites for various lengths of time during the year. The approximate value of work to be performed is \$150,000 over two years.

**Standard and ADA Portable Toilets**

Portable Toilets	Units	Visits per Week	Weeks	Price per Visit
Standard	7	1	Varies between 8-52	
Standard	2	2	Varies between 17-26	
ADA	51	1	Varies between 9-52	
ADA	10	2	Varies between 9-52	

**Event Portable Toilets**

For events that are 7 days or less.

Item	No. of Days	Cost per Day
Regular Portable Toilet	7 days or less	
ADA Portable Toilet	7 days or less	
Portable Hand Wash Station	7 days or less	
Hand Sanitizer Station	7 days or less	

**Other Services**

Service	Cost
Additional Clean, Regular Unit	
Additional Clean, ADA Unit	
Case of Toilet Paper	
Emergency Service (within 4 hours)	
Summer Sunday Clean	
Tip Unit Cleaning	
Unit Relocation	



**Plymouth Parks & Forestry  
Portable Toilets  
Certification of Quote**

We have read the Plymouth Parks & Forestry Request for Quote and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the quote requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by Plymouth Parks & Forestry.

We further certify that since the receipt of this RFQ, no contact, discussion or negotiation has been made nor will be made regarding this RFQ with any City of Plymouth City Council Member, Parks & Advisory Commission Member or City of Plymouth staff.

We certify our quote shall remain valid for a period of 60 days after the due date of responses.

**Submitted by:**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Authorized Signature**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Date**



**City of Plymouth  
Portable Toilets  
Responsible Quoter Evaluation**

The City will review the qualifications and experience of quoters for construction, alteration, repair, or maintenance of real or personal property after quotes are opened and before a contract is awarded, to determine if the quoter is “responsible.” A “responsible” quoter is a quoter qualified to do the work. This will be determined by assessing the quoter’s skill, resources, experience, successful performance of similar contracts (on time and on budget), and all other matters bearing upon the likelihood that the contract will be successfully completed. In all cases where a quoter is unknown or where there are any questions about the qualifications of the quoter, the following information will be required of the apparent low quoter:

You are required to complete and return this questionnaire before the City Council considers awarding you the contract.

1. Identify all similar public projects in which you were the contractor. If you have had more than five such contracts, list only the last five contracts, and as to each contract identified provide the following information:

<b>Project #1</b>		<b>Date</b>	
<b>Project Description</b>			
<b>City Contact Person</b>			
<b>County Contact Person</b>			
<b>State Contact Person</b>			
<b>Were change orders in excess of 5% requested? If yes, explain the circumstances.</b>			
<b>Were liquidated damages assessed? If yes, explain the circumstances.</b>			
<b>Was the project completed on schedule? If no, explain the circumstances.</b>			

<b>Project #2</b>		<b>Date</b>	
<b>Project Description</b>			
<b>City Contact Person</b>			
<b>County Contact Person</b>			
<b>State Contact Person</b>			
<b>Were change orders in excess of 5% requested? If yes, explain the circumstances.</b>			
<b>Were liquidated damages assessed? If yes, explain the circumstances.</b>			
<b>Was the project completed on schedule? If no, explain the circumstances.</b>			

<b>Project #3</b>		<b>Date</b>	
<b>Project Description</b>			
<b>City Contact Person</b>			
<b>County Contact Person</b>			
<b>State Contact Person</b>			
<b>Were change orders in excess of 5% requested? If yes, explain the circumstances.</b>			
<b>Were liquidated damages assessed? If yes, explain the circumstances.</b>			
<b>Was the project completed on schedule? If no, explain the circumstances.</b>			

<b>Project #4</b>		<b>Date</b>	
<b>Project Description</b>			
<b>City Contact Person</b>			
<b>County Contact Person</b>			
<b>State Contact Person</b>			
<b>Were change orders in excess of 5% requested? If yes, explain the circumstances.</b>			
<b>Were liquidated damages assessed? If yes, explain the circumstances.</b>			
<b>Was the project completed on schedule? If no, explain the circumstances.</b>			

<b>Project #5</b>		<b>Date</b>	
<b>Project Description</b>			
<b>City Contact Person</b>			
<b>County Contact Person</b>			
<b>State Contact Person</b>			
<b>Were change orders in excess of 5% requested? If yes, explain the circumstances.</b>			
<b>Were liquidated damages assessed? If yes, explain the circumstances.</b>			
<b>Was the project completed on schedule? If no, explain the circumstances.</b>			

2. Describe all construction arbitration claims and any construction or project litigation in which you have been a party in the last five years.

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3. Identify all public projects you have had with the City of Plymouth in the last five years.

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4. In the last five years has a bonding company ever refused to issue you a performance bond? If yes, explain the circumstances.

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5. In the last five years have any claims been filed against a performance or payment bond that you have provided a public entity? If yes, explain the circumstances.

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6. In the last five years, has your firm or any of its owners or employees been fined by a federal or state agency for a contract or workplace matter (such as wage or hour or safety violations), or debarred under Part 29, Title 49 CFR or any other law from submitting bids on public projects? If yes, explain the circumstances.

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7. In the last five years, has your firm or any of its owners or employees been charged or convicted of a crime involving the awarding, bidding or performance of a government contract? If yes, provide full details.

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**Contractor Verification of Compliance**

The undersigned, being first duly sworn, as a responding contractor on the Project, represents and swears as follows:

Now, and at all times during the duration of the Project, the undersigned complies with each of the minimum criteria in Minn. Stat. § 16C.285, Subd. 3, the Responsible Contractor Statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a “responsible contractor” as defined in Minn. Stat. § 16C.285, Subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

Upon request, the undersigned will submit copies of the signed verifications of compliance from all subcontractors.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, or its subcontractor that makes the false statement, ineligible to be awarded a constructed project and may result in termination of a contract awarded to the undersigned or its subcontractor that submits a false statement.

Certified as true and correct this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
*Printed name, Title*

\_\_\_\_\_  
*Signature*

***Resolution No. 2015-016, January 13, 2015  
(Supersedes Resolution No. 2004-024, January 13, 2004)***



**Plymouth Parks & Forestry  
Portable Toilets RFQ  
Affidavit of Non-Collusion**

I hereby swear (or affirm) under the penalty for perjury:

1. That I am a partner in the quoting partnership (if the quoter is a partnership) or an officer or employee of the quoting corporation (if the quoter is a corporation) having authority to sign on its behalf;
2. That the attached quote or quotes have been arrived at by the quoter independently, and have been submitted without collusion with, or without any other vendor of materials, supplies, equipment, or services described in the invitation to quote, designed to;
3. That the contents of the quote or quotes have not been communicated by the quoter or its employees or agents to any person not an employee or agent of the quoter and will not be communicated to any such person prior to the official opening of the quote(s); and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

**Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Quoter's E.I.N.:** \_\_\_\_\_

*Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_  
**Notary Public Signature**

**Seal**