

NOTICE TO PORTABLE TOILET SUPPLIERS

The City of Olean is soliciting sealed proposals for rental of portable toilets to be located in King Street Park, 315 King Street; Boardman Park, 702 N Union Street; and Polo Park, River Street now through October 1, 2026. Proposals will be received at the Auditor's Office, Municipal Building, Room 109, PO Box 668, Olean, NY, 14760, until 4:00 PM on Friday, June 1, 2026.

Information and specifications may be obtained from the Auditor's Office, Municipal Building, Olean, NY, 14760, telephone (716) 376-5611.

Proposals must be submitted on the prescribed Proposal Form along with the Non-Collusive Bidding Certification. Each proposal submitted shall be in a sealed envelope marked on the outside thereof:

"PROPOSAL FOR PORTABLE TOILETS".

The City of Olean reserves the right to reject any and all proposals, to waive technicalities, or re-advertise if the best interest of the City of Olean will be served thereby.

SPECIFICATIONS FOR RENTAL OF PORTABLE TOILETS

Below are specifications for the rental of portable toilets:

- One (1) portable toilet with hand sanitizers shall be placed at each of the following parks: King Park, Boardman Park and Polo Park.
- The City of Olean will determine the placement of the portable toilets.
- This contract shall be now – October 1, 2026.
- The vendor will receive payment each month for the rental of the portable toilets.
- If the City is dissatisfied with the service of the vendor, the City of Olean reserves the right to discontinue service with two weeks' notice.
- The vendor shall contact the City in advance to arrange for delivery of portable toilets.
- Vendor will be required to maintain portable toilets, as needed, including all supplies for the toilets.
- Contractor must provide the City with proof of liability insurance, before delivery of toilets, with the City of Olean listed as an additional insured.
- The vendor agrees to indemnify and hold the City, its officers, agents and/or employees harmless from any liability imposed upon the City of Olean, its officers, agents and/or employees arising from the negligence, active or passive, of the vendor.

PROPOSAL FORM

The undersigned hereby agrees to provide one portable toilet in each of the following parks listed below in accordance with specifications prepared by the City of Olean Auditor's Office during the contract period now through October 1, 2026 as follows:

A) Monthly cost of three (3) portable toilets placed in the following parks – King, Boardman and Polo Parks:

Price for three (3) Units \$ _____
(Cost to include delivery, set-up, maintaining and pickup)

Signature: _____

Print Name: _____

Company Name: _____

Address: _____

Phone Number: _____

Date: _____

By submission of this bid, each bidder and each person signed on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Project Budget

Please note that payment will be made to the selected contractor monthly based upon contractor's billings, the amounts of such partial payments based upon the contractor's progress in completing the Project Scope. Final payment shall be made following acceptance by the City of Olean of the completed services included within the Project Scope.

The City of Olean reserves the right to authorize all or part of the work requested in this RFP.

Submittal Requirements

Bids should be submitted to City of Olean, Auditor's Office, 101 East State Street, Room 109 Olean, NY 14760.

All Bids shall be submitted in a sealed envelope which is clearly marked with the Bid description and closing date and time. Late Bids will not be accepted. All Bids, whether selected or rejected, shall become the property of the City of Olean.

Insurance Requirements

If the contract is awarded, the contractor shall, at its own expense, procure and maintain a policy or policies of insurance during the term of the contract each of the following:

- a. Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability Insurance with the following minimum limits:

E.L. Each Accident	\$ 100,000
E.L. Disease – Each Employee	\$ 100,000
E.L. Disease – Policy Limit	\$ 500,000

Evidence of qualified self-insured status may be substituted to the Worker's Compensation requirements of this paragraph. Regardless of the limitations set forth herein, such insurance shall at a minimum meet the required limits under New York law.

- b. Commercial General Liability Insurance with the following minimum coverages:

Each Occurrence	\$ 1,000,000
Damage to Rented Premises (each occurrence)	\$ 1,000,000
Medical Expense (any one person)	\$ 5,000
Personal & Adv. Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products - Comp/Op Agg	\$ 2,000,000

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual employees and acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

- c. Comprehensive Automobile Liability insurance with a combined single limit policy of not less than ONE MILLION DOLLARS (\$1,000,000) with respect to each of contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the contract. The policy shall contain a severability of interests provision.

Indemnification

Contractor agrees to hold harmless, indemnify and defend the City of Olean, its employees, agents and affiliates (with counsel selected by the City), for any and all loss or liability of any nature whatsoever arising out of or in any way related to contractor's performance of any contract, if awarded, including loss or liability caused by the City's negligence, except loss or liability caused by the City's sole willful conduct or active negligence.

Compliance with Laws and Regulations

The selected contractor shall comply in every respect with the provisions of the Labor Law of the State of New York regarding employment on public work, as well as all ordinances of the City of Olean, and all regulations and requirements as imposed by the New York State Department of Environmental Conservation in regards to services provided to the City of Olean.

Non-discrimination

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the selected contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Non-Collusive Certification

A non-collusive bidding certification shall be made by each proposer in the form provided and shall be submitted as part of the Bid. Bids submitted without non-collusive bidding certification will be considered irregular and may be rejected by the City of Olean.

Vendor Responsibility Questionnaire

All bids shall include a completed New York Vendor Responsibility Questionnaire, which can be obtained at <https://www.osc.ny.gov/files/state-vendors/vendrep/pdf/ac3290s.pdf>.

Bid Clarification

Prior to award, the City of Olean reserves the right to seek clarifications or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for the contract award. Failure of a bidder to cooperate with the City of Olean's effort to clarify a bid may result in the bid being labeled as non-responsive and be given no further consideration.

Informalities

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids. The contract award will be made by the City of Olean after consideration of Bid evaluation factors. Conditional bids will not be accepted.

Bid Time

Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids, or authorized postponement thereof. Any Bid received after the time specified shall not be considered.

Investigations

The City may make such investigations as it deems necessary to determine the ability of the respondent to perform the work, and the respondent shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such respondent fails to satisfy the City that such respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Executory Clause

This executory clause shall be part of any agreement executed pursuant to this RFP:

“It is understood by the parties that in accordance with the provisions of this Request for Bid, the Bid Specifications that are a part of this agreement, this agreement shall be deemed to be executory only to the extent of the monies available to the City of Olean and appropriated therefore, and no liability on account thereof shall be incurred by the City beyond the monies available and appropriated for the purpose thereof.”

Bid Validity

The Bid is firm and irrevocable for a period of 45 days from the date and time of the Bid opening. If a contract is not awarded within the 45-day period, then a proposer, to whom the Bid has not been awarded, may withdraw Bid by serving written notice of its intention to do so upon the Auditor’s Office. Upon withdrawal of the Bid pursuant to this paragraph, the City will forthwith return the proposer’s security deposit.