



City of Milton

P.O. Box 909, MILTON, FL 32572

Phone: (850) 983-5438 ∞ Fax: (850) 983-5415

MEMORANDUM

TO: Interested Parties
FROM: Diane Ebentheuer, Purchasing Officer
RE: ITB 2021.07 Portable Restroom (Mobile or Modular)
DATE: 09/01/2021

Notice is hereby given that the City of Milton will receive sealed bids for purchase of One (1) Portable Restroom (Mobile or Modular). The bid documents contain the necessary information for preparing and submitting your bid for this effort.

Bid information is available on the City's web page at <https://MiltonFL.org/322/Purchasing>. There you may also register thru VendorRegistry.com (there is no charge to join); and/or thru BidNetDirect.com/florida/city-of-milton (there is no charge to join.)

All bidders must review the Scope of Services and Project Description as described in this document to ensure their ability to perform as indicated.

The deadline for submitting your sealed bid is:

Wednesday, September 29, 2021 at 2:00 p.m., (CST)

Delivered: City of Milton, 6738 Dixon Street, Milton, Florida, 32570

Mailed: City of Milton, P.O. Box 909, Milton, FL 32572

Questions should be submitted in writing and directed to the Purchasing Department at (850) 983-5438; or by e-mail to Purchasing@MyMiltonFlorida.com by Monday, September 20, 2021 at 2:00 p.m. Answers will be posted by Wednesday, September 22, 2021 at 2:00 p.m. (CST)

Interpretations of the bid, clarification of specifications, and requirement or changes to the bid which have a material effect will be documented and communicated to bidders only by written addendum posted on the City web page, Bid Net Direct, and Vendor Registry. All bidders are responsible for checking for any addendums that may be issued, and to obtain such addendums.

Diane Ebentheuer

Diane Ebentheuer, Purchasing Officer

INSTRUCTIONS FOR BIDS

ITB 2021.07 Portable Restroom (mobile or modular)

I. **Deadlines/Dates:**

- Invitation to Bid Published: September 1, 2021
- Questions Deadline: Monday, September 20, @ 2:00 p.m. (CST)
- Answers Posted by: Wednesday, September 22@ 2:00 p.m. (CST)
- **Bids Due: Wednesday, September 29 @ 2:00 p.m. (CST)**

II. **Contact Information:**

Contact: Diane Ebentheuer, Purchasing Officer
Phone: (850) 983-5438
Email: Purchasing@MyMiltonFlorida.com

III. **Bids Must be Complete and Include:**

1. Bidders Declaration (page 3-5)
2. Bid Form (page 6)
3. Public Entity Crime Form F.S. 287.133(3)(A) (**City Website**)
4. Drug-Free Workplace Form F.S. 287.087 (**City Website**)
5. Non-Collusion Affidavit (**City Website**)
6. Conflict of Interest Disclosure Form (**City Website**)

City Website address: <https://MiltonFL.org/322/Purchasing>

IV. **Copies:** Please provide one (1) original, and four (4) copies of your bid. Faxed or emailed proposals are **not** accepted.

V. **Sealed bids can be mailed to:**

City of Milton
Purchasing Department
P. O. Box 909
Milton, FL 32572

or delivered to:

City of Milton
Purchasing Department
6738 Dixon Street
Milton, FL 32570

Bids must be sealed and marked:

To: CITY OF MILTON

VENDOR Name: _____

SEALED BID * DO NOT OPEN

Sealed ITB#: 2021.07

ITB Title: Portable Restroom (mobile or modular

DUE DATE/TIME: September 29, 2021



BIDDER'S DECLARATION

ITB 2021.07 Portable Restroom (mobile or modular)

The firm/bidder understands, agrees, and warrants:

1. These items apply to and become a part of the terms and conditions of the bid submitted. Any exceptions must be in writing.
2. All bids submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bid process, and to award the bid in part or in any manner deemed to be in the best interest of the City.
3. That the City of Milton reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. The City of Milton reserves the right to waive any technicalities and formalities in the proposal process.
4. The City of Milton is exempt from sales tax.
5. Contractors are responsible for any sales tax on purchases for the project.
6. The City of Milton will receive sealed bids from interested parties at its offices located at City Hall, Milton, Florida. Any bid received after the bid deadline will **not** be considered.
7. Bids will be publicly opened and read at the City of Milton, City Hall on the day and at the hour specified.
8. The City of Milton may consider as non-responsive, any bid in which there is an alteration of, or departure from the proposal form hereto attached.
9. The bid will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid. The firm to whom award is made will be notified as soon as possible. The City of Milton reserves the right to reject the bid of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid of a firm who, in the sole opinion and discretion of the City of Milton is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.
10. The City of Milton reserves the right to award to multiple vendors.
11. Interested Parties shall submit all required forms and information simultaneously with sealed bid. Forms and information become a part of the property of the City of Milton and will not be returned to the firm unless a written request to withdraw is received prior to opening of bids.
12. Additional Quantities: For a period not exceeding twelve (12) months from the day of the solicitation opening, the right is reserved to purchase any number of additional items at the prices offered in this solicitation. If additional quantities are not acceptable, the bid form shall be noted "offer is for specified quantity only."
13. **NOTE:** Unless stated on the bid form, the bid submitted will assume all specifications will be met. Please note all exceptions on the bid form.
14. The successful bidder will be required to submit additional forms, which are available on the City's website at <https://MiltonFL.org/322/Purchasing> at the bottom of the page.
 - Certificate of Non-Discrimination
 - W-9 Taxpayer Identification Number
 - Vendor Application
 - Certificates for Liability, Vehicle, and Worker's Comp Insurance.(City is to be named as additional insured.) Limitations are listed online.

- Prompt Payment Affidavit
15. That they have carefully read and fully understand the full scope of the specifications.
 16. That they have the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
 17. All bidders are responsible for checking for any addendums that may be issued. Addendums are posted on the City web page, Bid Net Direct, and Vendor Registry.
 18. That they have Liability Insurance, and/or Vehicle and Workers Comp Insurance – if required. (A declaration of insurance form must be provided before any work will begin.)
 19. (Service Contracts Only) Pursuant to Florida Statute 119, the contractor must follow all public records law. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850)983-5402, DNobles@MiltonFL.org OR P.O. BOX 909, MILTON, FL 32572.** A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Florida Statute 119.10.
 20. Sealed bids or proposals >\$250,000 have special requirements for procurement and must comply with the below:
 - a. **Compliance Supplement - President’s executive Order Numbers 11246 and 11375** which prohibit discrimination in employment regarding race, creed, color, sex, or national origin. (2 CFR 200 Appendix 11 whitehouse.gov)
 - Inclusion of goals for minority participation in construction are 6.9% for women.
 - % for minorities as prescribed by appendix B-80, Federal Register, volume 45, No. 194, October 3, 1980.
 - b. **Title VI of the Civil Rights Act of 1964** (Department of Labor dol.gov)
 - c. **Title 45 CFR Required Items (govinfo.gov):**
 - **Anti-Kickback Act** (title 45 CFR 2543.82)
 - **Davis Bacon Act** (title 45 CFR 2543.83)
 - **Contract Work Hours and Safety Standards Act** (title 45 CFR 2543.84)
 - **Byrd Anti-Lobbying Amendment** (45 CFR 2543.87)
 21. Federal Award Contracts - Selected Contractor must comply with:
 - **Termination for Cause and Convenience** - All contracts or purchase orders in excess of \$10,000 must address by the non-Federal entity including the manner by which it will be affected and the basis for settlement, (Appendix II Part 200 of 2 CFR 200 (B) gov.info)
 - **Contract Clauses for Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** (2 CFR 200 Uniform Guidance Appendix II gov.info)
 22. **For all Contracts - Contractors should take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.** (Appendix II Part 200 of 2 CFR 200 (B) gov.info)
 23. That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to bid opening but may not be withdrawn after such date and time.

- 24. That by submission of this bid the firm acknowledges that the City of Milton has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the firm.
- 25. If a partnership, a general partner must sign. If a corporation, the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this bid.
- 26. Recommendations are posted on city web page via agendas prior to award.
- 27. Any protests are handled per the City's Purchasing Policy and F.S. 120.57(3).

BIDDER: _____

Company Name

Address/City/Zip

Phone _____ Email _____

Contact Name _____ Title _____

Company Representative Signature _____ Date _____

BID FORM
ITB 2021.07 One (1) Portable Restroom (mobile or modular)

Bid Amount \$ _____

Check one box:
Restroom is a mobile unit: _____
Restroom is a modular unit: _____

Acknowledgement of Addendums: _____ (list numbers or N/A)

Additional Quantities: For a period not exceeding twelve (12) months from the day of the solicitation opening, the right is reserved to purchase any number of additional items at the prices offered in this solicitation. If additional quantities are not acceptable, the bid form shall be noted "offer is for specified quantity only."

Additional Costs, Special Exceptions, Notes or Comments:

Prices are valid for 60 days from time of opening.

The undersigned agrees to the above terms and conditions.

BIDDER: _____

Company Name

Address/City/Zip

Phone

Email

Contact Name

Title

Company Representative Signature

Date

PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS
ITB 2021.07 Portable Restroom (mobile or modular)

A. GENERAL INFORMATION:

The City of Milton is seeking to purchase one (1) Portable Restroom, either mobile or modular.

B. DESCRIPTION OF Mobile or Modular Units:

Portable Restroom – MOBILE Specifications

- **Specifications may be altered/changed with listing of changes on bid sheet.**
- Building should meet all ADA requirements
- A/C
- Water heater
- All fixtures commercial grade
- LED lighting inside and out
- Fixtures in women's room include:
 - 4 toilets one of those should be handicap
 - 3 sinks to include soap dispensers
 - Toilet paper dispensers
 - Lights
 - Vents
 - 2 Electric hand dryers
 - 1 Baby Changing Station
- Fixtures in Men's room include
 - 2 toilets one of those should be handicap
 - 2 urinals
 - 3 sinks to include soap dispensers
 - Toilet paper dispensers
 - Lights
 - Vents
 - 2 Electric hand dryers
 - 1 Baby Changing Station
- Self-flush
- paper towel holder, and mirrors
- Paper trash hole in counter tops
- Corian counter tops
- Stainless steel sinks with self-closing commercial grade faucets
- Minimum 750-gallon wastewater tank
- Minimum 250-gallon fresh tank
- Warranty
 - 6 year trailer
 - 1-3 years on appliances
- Include specs/diagram of building

Portable Restroom – MODULAR Specifications

- **Specifications may be altered/changed with listing of changes on bid sheet.**
- Building should meet all ADA requirements
- Building should meet all local and permitting requirements
- Single building including a mechanical chase room
- Have both men and women restrooms
- All fixtures commercial grade
- LED lighting inside and out
- Fixtures in women’s room include:
 - 4 toilets one of those should be handicap
 - 3 sinks to include soap dispensers
 - Toilet paper dispensers
 - Lights
 - Vents
 - 2 Electric hand dryers
 - 1 Baby Changing Station
- Fixtures in Men’s room include
 - 2 toilets one of those should be handicap
 - 2 urinals
 - 3 sinks to include soap dispensers
 - Toilet paper dispensers
 - Lights
 - Vents
 - 2 Electric hand dryers
 - 1 Baby Changing Station
- Self-flush
- paper towel holder, and mirrors
- Paper trash hole in counter tops
- Corian counter tops
- Stainless steel sinks with self-closing commercial grade faucets
- Doors: 18 gauge galvanized steel Locks: Schlage commercial
- Building pre plumb and prewired
- The City shall be responsible for having the site and utility stub work ready for delivery
- The City shall be responsible for setup of the unit.
- One year warranty on building.
- Include specs/diagram of building

C. LIQUIDATED DAMAGES: \$100.00 per day.

D. CONTRACT TIME COMPLETION: 120 days.

E. INSURANCE REQUIREMENTS:

Contractor shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the City of Milton shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Events may include Food and liquor liability.

1. Commercial General Liability - ISO CG 001 Form or equivalent.

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000

2. Automobile Liability

Bodily Injury/Property Damage	\$1,000,000 each accident
Personal Injury Protection (PIP)	Statutory

3. Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability):	
➤ Each Accident	\$100,000
➤ Disease-Each Employee	\$500,000
➤ Disease-Policy Limit	\$100,000

F. FORCE MAJEURE:

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

G. MODIFICATIONS:

Modifications to provisions of this contract shall only be valid when they have been rendered in writing and duly signed by both parties. The Parties agree to negotiate this contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes this this contract necessary.

H. TERMINATION:

This contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the vendor will be paid for all costs incurred and hours worked up to the time of termination.