

**RESOLUTION 18-22**


A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A PORTABLE RESTROOM TRAILER AND SERVICING UNIT FROM READY 2 GO RESTROOM TRAILERS, LLC FOR \$28,570; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

**BE IT RESOLVED** that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement between the City and Ready 2 Go Restroom Trailers LLC, relating to the purchase of a portable restroom trailer and servicing unit in the basic amount of Twenty Eight Thousand Five Hundred Seventy Dollars (\$28,570), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 14<sup>th</sup> day of December, 2017.

**CITY OF PANAMA CITY BEACH**

By:   
Mike Thomas, Mayor

**ATTEST:**

  
Jo Smith, City Clerk

**CITY OF PANAMA CITY BEACH  
 BID TABULATION**

Bidder	Address	Information	Price
Ready 2 Go Restroom Trailers LLC	Imperial, PA 15126	Meets all specs	<b>\$28,570.00</b>
VIP to GO	4 Carol Ave West Haverstraw, NY 10993	Does not meet specs No pictures-no servicing unit	<b>\$36,970.00</b>
Hall Septic Tank Service	3634 Hwy 231 Panama City, FL 32404	Meets all specs	<b>\$61,141.00</b>

ATTACHMENT  
 A

**PROPOSAL FORM**

TO: City of Panama City Beach, Florida

SUBMITTED: Nov. 7, 2017.

**Portable Restroom Trailer & Servicing Unit**

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully in regard to all conditions pertaining to the equipment to be supplied.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price listed, to furnish all materials and supplies for the Portable Restroom Trailer & Servicing Unit in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed for any corrections or additions. Payment in full will be made to the Bidder within 30 days of delivery and with being acceptable to the City. The Bidder further proposes and agrees to deliver the Portable Restroom Trailer and Servicing Unit by **May 1, 2018** with liquidated damages thereafter of \$200.00 per day for non-delivery.

Purchase will be made under terms and conditions specified by City in its form of a Purchase Order. If a deposit is required, it must be specified below. Final payment, in readily available funds, will be made upon acceptance by the City of strictly conforming goods after delivery and install. Strict adherence to design and specifications issued by the City or subsequently accepted in writing by the City will be required.

**ADDENDUM ACKNOWLEDGMENT:** (Only if addendums have been provided). I, the undersigned bidder, hereby acknowledge receipt of the following addenda: Addendum No. \_\_\_ Addendum No. \_\_\_.

**SUMMARY DESCRIPTION AND LUMP SUM PRICE:**

Summary description of the Portable Restroom Trailer and Servicing Unit Proposed:

Proposal Includes All Required Specifications, Supporting Documents, Photos, etc. Lump Sum Price: 28,570.00 (Twenty-Eight Thousand, Five Hundred, Seventy Dollars)

**Note:** A detailed description of the products must be included with pictures of the front, back and the inside of the Portable Restroom Trailer proposed. Pictures of the Servicing Units also must be attached.

Lump sum price for the Portable Restroom Trailer & Two Servicing Units:

\$ 28,570.00

Specify terms of any deposit or write "none required": "None Required" - PO Accepted

Name of SUPPLIER: Ready 2 GO Restroom Trailers LLC

ADDRESS: \_\_\_\_\_ CITY: Imperial STATE: PA ZIP: 15126

EMAIL ADDRESS: Ready2GoRestroomTrailers@gmail.com PHONE: 412-498-2632

SIGNATURE – (Confirming all information above is correct) [Signature]

Print Name: MARK H. ROSEN and Print Title Owner

# REQUEST FOR PROPOSALS

## PORTABLE RESTROOM TRAILER & SERVICING UNIT

CITY OF PANAMA CITY BEACH, FLORIDA

October 17, 2017

Updated on October 16, 2017



# **NOTICE OF REQUEST FOR SEALED PROPOSALS**

## **Portable Restroom Trailer & Servicing Unit**

The City of Panama City Beach hereby solicits **sealed** proposals for a Portable Restroom Trailer and Servicing Unit which must be reasonably equivalent to certain specifications and requirements set forth by the City in connection with this Notice.

Sealed proposals will be received until **2:00PM Central Daylight Time, November 7, 2017**, at the City of Panama City Beach City Hall Annex, 110 S Arnold Road, Panama City Beach, Florida 32413 and will be opened and publicly read immediately thereafter. All Bids shall be submitted in an envelope clearly marked "Sealed Bid- Panama City Beach – Portable Restroom Trailer and Servicing Unit".

Copies of the specifications may be obtained from the Parks & Recreation Office at 16200 PCB Parkway or on the City's Website at [www.pcbgov.com](http://www.pcbgov.com). The point of contact for obtaining specifications is Cheryl Joyner, email address [cjoyner@pcbgov.com](mailto:cjoyner@pcbgov.com). No specifications will be issued to suppliers later than seventy-two (72) hours prior to the time indicated above for receiving bids.

Proposals must be submitted upon the standard form contained in the Specifications with such attachments as may be authorized there.

The City reserves the right to (1) reject any and all bids and to waive any informality in bids received, and (2) to award the contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City Council will state the reasons upon which such award was made. All bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of businesses in the state of Florida.

All Bids shall be firm for a period of 60 days after opening.

END.

## Portable Restroom Trailer & Servicing Unit

### PART 1 - GENERAL SPECIFICATIONS

- A. The Portable Restroom Trailer will include a removable tongue and meet DOT regulations to be driven on the Highway.
- B. The Portable Restroom Trailer will be not exceed **12' 6" in height**.
- C. The Restroom Trailer will have (1) women's stall and (1) men's stall. Each stall will have (1) sit down toilet. The stalls must be labeled Men's or Women's on the outside.
- D. A minimum of (1) sink in each restroom stall with (1) water nozzle is requested. Other combinations are acceptable as long as a minimum of (1) sink is available in each stall. Sinks can be wall mounted or free standing. Cold water only. Sinks/toilets color is white
- E. The Portable Restroom Trailer will hold a minimum of **350 gallons** of waste.
- F. The electric system in the Portable Restroom Trailer will be 110v.
- G. Interior of restrooms will be illuminated by LED lighting which needs to be 110v.
- H. There will be (2) fan systems for the restroom trailer.
- I. The Portable Restroom Trailer shall not have roof vents installed.
- J. The interior walls, floors, dividers, cabinetry and drains will be a material that is sealed tight and water friendly. The restrooms will be washed out daily with a garden hose. Restrooms must be able to drain each time they are washed. When restrooms are washed, they may drain to the outside of the doors or to an area that drains underneath the restroom trailer.
- K. The exposed metal on the exterior of the restroom trailer will have a special corrosion type of treatment to protect the trailer from the elements of the ocean climate. Color of the exterior will be white. Color of the interior is at discretion of bidder with City approval
- L. The interior/exterior of the metal sub frames will be galvanized steel.
- M. To provide a minimum of a 1 year Warranty on the restroom trailer and all equipment. Vandalism and extreme weather conditions would not be covered under the warranty.
- N. Toilet paper roll/paper towel dispensers will be provided and installed by the City.
- O. **Two (2) Servicing Units – Provide (2) self-contained slide/roll in servicing units. Each unit must hold a minimum of 350 gallons of waste. Each unit should slide/roll into the back of pick- up truck or be on a wheel system to be hauled by a tractor or utility cart. It is our intention for each time we service the restroom trailer to unhook one unit and to replace with an empty unit. Servicing Units must have a secure, leak free and user friendly attachment to the restroom trailer.**
- P. **The Servicing Units will be made of aluminum or stainless steel or a combination of each. Units do not need a freshwater system on it.**
- Q. **The Servicing Unit also must have a minimum of 1 year warranty.**
- R. The City is tax exempt and a copy of certificate of exemption is attached as Exhibit A.
- S. After the Portable Restroom Trailer and Servicing Unit is delivered, payment in full will be made within 30 days of receipt of invoice for the approved bid amount. Invoice shall be submitted in digital Adobe Acrobat pdf format to Cheryl Joyner Recreation Administration Supervisor at [cjoyner@pcbgov.com](mailto:cjoyner@pcbgov.com).
- T. The Bidder further proposes and agrees to deliver the Portable Restroom Trailer and Servicing Unit by May 1, 2018 with liquidated damages thereafter of \$200.00 per day for non-delivery.

**Note: A detailed description of the products must be included with pictures of the front, back and the inside of the Portable Restroom Trailer proposed. Pictures of the Servicing Units also must be attached.**

## **PART 2 – DATES**

1. Sealed Proposals Due Tuesday November 7, 2017 at 2:00pm at City Hall.
2. Proposals will be opened at 2:00 pm at that same time and place.
3. City Council Approval December 7, 2017.
4. Purchase awarded December 8, 2017.
5. Delivery of Portable Restroom Trailer & Servicing Unit will be by May 1, 2018.

## **PART 3 – LIST OF RFP EXHIBITS –**

1. EXHIBIT A Certificate of Tax Exemption



**READY2GO**  
RESTROOM TRAILERS LLC  
Luxury Restroom Trailer Rental and Sales  
1208 Belsam Drive, Imperial PA 15126 412-498-2632

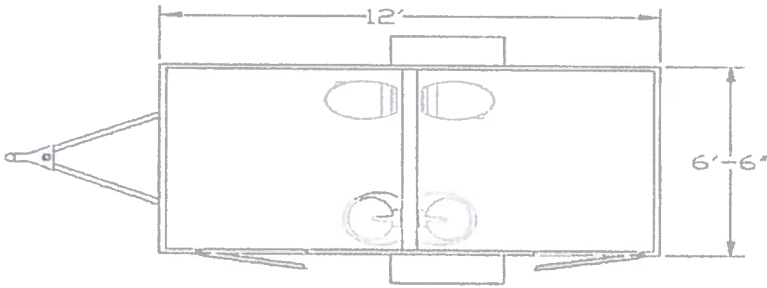
Thank you for your interest in Ready2Go Restroom Trailers, LLC. Please see our attached quotation based on your specifications. It is understood that there are no specific certifications, stamps or seals required for the production of restroom and shower trailers as they are licensed vehicles and not designed for permanent placement. In the rare circumstances where certification is required for a unique installation, that certification will be provided at additional cost to the quote below.

To place your order, simply sign this quotation and return by email or mail along with your deposit. This will confirm these specifications. Upon receipt of your signed quote and deposit, we will process your order immediately. Production times vary depending upon current orders in production. This time can also vary depending upon circumstances beyond our control.

Please contact us if you wish to modify these specifications or have any questions. Any specification changes after your order is placed will need to be mutually agreed in writing. We look forward to the opportunity to earn you business.

Thank You,  
Mark Rosen

SAMPLE PHOTOS OF TRAILERS



Standard Layout



Standard White Exterior





1208 Balsam Drive  
 Imperial, PA 15126  
[ready2go restroom trailers@gmail.com](mailto:ready2go restroom trailers@gmail.com)  
 Phone: 412-498-2632  
 Mark Rosen

Quotation  
 11/05/17  
 Quote is good for 30 days  
 Unless stated otherwise

Name: City of Panama City Beach  
 Address: 110 S Highway 79  
 City: Panama City  
 Phone: 850-233-5045  
 Cell: 850-819-3035 Jim  
 Other:

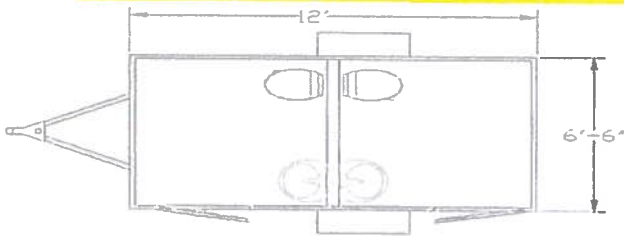
Customer (Buyer)

State: FL Zip: 32413-2140  
 Fax:  
 Email: [cjoyner@pcbogov.com](mailto:cjoyner@pcbogov.com)

Ship To: SAME

Name:  
 Address:  
 City:  
 Contact: Cheryl Jomer  
 Phone: 850-233-5045  
 State:

Qty	Description	\$ (ea)	Total
1	12' - 2 Station Restroom Trailer with 450 Gallon waste tank Interior - Basic Interior ( White FRP ) Exterior Color Selection - White	\$19,965	\$ 19,965



Standard Layout

2	350 Gallon Carbon Steel IBC Tank w/ Freight included	\$1,953	\$ 3,905
1	15 foot of hose for waste tank connection	\$138	\$ 138

See the next page for Standard and Optional Items

Installation of optional dispensers is the responsibility of the customer unless otherwise arranged

1	Options listed on next page	\$2,758	\$ 2,756
951	Delivery Charge Per Mile	\$1.90	\$ 1,807
		Sub Total:	\$ 28,570
		Final Price	\$ 28,570
		50% Due upon order	\$ 14,285
		50% Due Upon Completion	\$ 14,285

Multi-Trailer  Trade Show  Wholesale

Estimated Delivery Date (8-12 weeks from order):

\*Delivery Date is only an estimate made at the time of quote, and is not guaranteed.

Notes:

Agreements:

\*Standard Terms are 50% payment to start an order, remaining due before delivery. **PO's are acceptable from most government agencies and large corporations**

\*Buyer Must Agree to Ready2Go Restroom Trailers' Terms and Conditions sheet. Please let us know if a copy wasn't included with this quote

\*Any Payment by the Customer indicates the Customer agrees to our Terms and Conditions whether its signed or not.

\*Items are the sole property of Ready2Go Restroom Trailers, LLC Inc until full payment is made and must be turned over if payment isn't made within 30 days of delivery

I the undersigned would like to purchase the items above in agreement with Ready2Go Restroom Trailers' Terms and Conditions (Terms and Condition page must also be signed)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

### Standard Items

- A/C (13,500 BTU) and Heat Strip(5,600 BTU)
- Heavy Duty Fold-up Alum. Steps & Rails
- Timed Chrome Faucet
- Oversized Structural Beams
- Steel Construction ( No Wood Framing)
- HD Tube Framed Doors & Hydraulic Closures
- Poly Insulation
- Smooth Aluminum Exterior Siding
- LPG On Demand Water Heater
- High Privacy Toilet Partitions that are Half the Distance from the Ground along with no Door Gaps
- One Piece Aluminum Seamless Roof
- FRP (fiberglass wall panels)
- Scissor Jack Levelers
- Dexter (ITS) Independent Torsion Suspension Axles
- Battery Powered Trailer Runaway Protection
- Keyed alike Locks
- Premium LED Trailer Lighting
- Commercial PEX Water Lines
- Powered Vents above Showers
- E-Z Lube Hubs
- Water Repellant Interior Sheeting
- Electric Brakes
- 2- 5/16" Trailer Receiver
- Chip Resistant Undercoating
- Marine Grade Sub Floor
- .04 Painted Aluminum Skin
- Vinyl Sheet Flooring
- Powered Vent Covers
- Waste Tank Sight Gauge

### Optional Items (some items may increase lead time)

Color: White Black Pewter Gray Green Champagne Beige Cocoa Red Other:

Qty	Option	\$/ea	Total \$	Qty	Option	\$/ea	Total \$
	Interior upgrade to laminated two tone walls from FRP panels (per trailer foot)	\$77	\$0				
	Interior upgrade to laminate walls with wainscoting from FRP panels (per trailer foot)	\$121	\$0				
	Upgrade to 8 panel oak doors from high privacy metal partition doors (per door)	\$330	\$0				
	Custom Vinyl wrap of exterior of trailer (Customer to supply graphics for wrapping) (per trailer foot)	\$22	\$0				
12	Wash down package (aluminum interior trim caulked along bottom so walls can be scrubbed) per trailer foot	\$33	\$396				
	Generator mount on tongue of trailer with diamond plate encasement ( Generator not included )	\$1,100	\$0				
	Tongue prepped for mounting of a generator	\$275	\$0				
	Elite Awning (8' Deep) 12' Length	\$1,155	\$0				
	Elite Awning (8' Deep) each additional foot beyond 12'	\$33	\$0				
	Remote Monitoring Application ( Deep Cycle Battery Required)	\$935	\$0				
	RV Propane Heater						
	Solar Panel Charging ( per panel )	\$770	\$0				
	Deep Cycle Battery ( per battery )	\$275	\$0				
12	12 volt Package with LED Interior Lighting and Pumps ( per trailer foot )	\$55	\$660				
	Aluminum diamond plate fold up ramp ( to be utilized with the drop box units )	\$3,630	\$0				
	Lowering Trailer with fold up Ramp on Rear ( Removal of Tires and Bulldog Jacks)	\$4,180	\$0				
	Aluminum sectional ramp with 5' platform & railing (for wheel Chair access) Quick Easy Setup	\$6,160	\$0				
	Lowering trailer with fold up ramp on rear (Wheelchair access) One Button Execution	\$8,580	\$0				
Qty	Option	\$/ea	Total \$	Qty	Option	\$/ea	Total \$
	Coin Rubber Floor (per trailer foot)	\$77	\$0		Upgrade to Std Residential Toilet	\$418	\$0
	Upgrade to Non Stock Aluminum/Laminate	\$275	\$0		Upgrade to ADA toilet	\$550	\$0
	6 Lug Aluminum Wheels (each)	\$121	\$0		Upgrade to Black Toilet	\$220	\$0
	Increase Trailer by 1ft	\$825	\$0		Upgrade to Black Sink	\$55	\$0
	Non-Powered Vent/Skylight (each)	\$132	\$0		Upgrade to Black Urinal	\$138	\$0
2	Powered Vent/Skylight (each)	\$187	\$0		Add Toilet	\$495	\$0
2	Vent Cover, keeps rain out (each)	\$56	\$0		Add Urinal	\$495	\$0
	Hands Free Sloan Faucet Chrome	\$440	\$0		Single sink to Single Cabinet	\$385	\$0
	Exterior Light (each)	\$204	\$0		Single Sink to Double Sink Solid	\$1,073	\$0
2	Exterior Light (each) LED	\$231	\$462		Double Roll Toilet Paper Dispenser	\$24	\$0
1	Transformer for LED Lights	\$138	\$138		Double Roll Toilet Paper Dispenser/Shelf	\$66	\$0
	Diamond Plate rock guard	\$385	\$0		Stainless Steel C-Fold Paper Towel Dispenser	\$66	\$0
	Spare tire mounted	\$385	\$0		Enmotion Hands Free Paper Towel Dispenser	\$99	\$0
	Skirt (per foot of skirt)	\$28	\$0		Enmotion Hands Free Paper Towel Dispenser (SS)	\$330	\$0
	Utility Room w/ door	\$605	\$0		Foaming or Liquid Soap Dispensers	\$44	\$0
	Vacant/occupied LED Indicators	\$138	\$0		Hands Free GoJo Soap Dispensers	\$88	\$0
	Custom stain color (per trailer foot)	\$39	\$0		Hands Free GoJo Soap Dispensers (SS)	\$132	\$0
	Water tank/pump, 135 gallons	\$858	\$0		Automatic Fragrance Dispensers	\$88	\$0
	Water tank/pump, 225 gallons	\$979	\$0		Stainless Steel Garbage Can (each)	\$99	\$0
	Water tank/pump, 300 gallons	\$1,375	\$0		Sanitary Napkin Disposal SS (each)	\$55	\$0
	Water tank & pump, 400 gallons	\$1,485	\$0		Stainless Steel Shelf (each)	\$66	\$0
	Hot Water Heater (cabinet/utility)	\$303	\$0		Baby Changing Station	\$303	\$0
	Wall heaters (each)	\$231	\$0		Music Amplifier USB and SD Card Player	\$330	\$0
	Winter Package (per trailer foot)	\$55	\$0		Speakers each (typically one per room)	\$132	\$0
	Arctic Package (per trailer foot)	\$110	\$0		Hand Dryer "Air force"	\$451	\$0
	RV Propane Heater	\$1,320	\$0		Outlets-GFI protected	\$132	\$0
	220v/50hz power A/C Heat	\$880	\$0		Kick Plates(Int. of Exterior Door)	\$55	\$0
	Dual 20# Propane Tank Mounted on Tongue	\$385	\$0		Fold Down Seats	\$228	\$0
	Dual 30# Propane Tank Mounted on Tongue	\$495	\$0		Extra Sink ( where available)	\$523	\$0
	Dual 40# Propane Tank Mounted on Tongue	\$550	\$0		Replace LPG Tank less with Natural Gas	\$110	\$0
	Dual 100# Propane Tank Mounted on Tongue	\$880	\$0		Replace LPG Tank less with Electric	\$284	\$0
12	Upgrade to fiberglass subfloor (per trailer ft)	\$55	\$660				
1	Detachable Hitch	\$440	\$440				
Options Selected are Highlighted							\$2,756

I approve the options listed above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## TERMS AND CONDITIONS

1. **EFFECT OF THESE TERMS AND CONDITIONS OF SALE AND RENTAL.** The following terms and conditions shall apply to all quotations, purchase orders and order acknowledgments relating to the sale of Seller's goods. Seller shall not be deemed to have waived any of the following terms or conditions, even if Seller fails to object to any country or circumstantial provision appearing on, attached to, or incorporated by reference in any purchase order or other document issued by Buyer. Buyer's ordering, acceptance or use of any goods of Seller shall constitute its acceptance of the following terms and conditions without modification.

2. **QUOTED TERMS.** All quoted terms are subject to correction at any time for clerical error and may be modified or withdrawn by Seller, with or without notice, at any time prior to written acceptance by Buyer. All quotations shall be deemed a withdrawal if not accepted in writing by Buyer within 30 days. Quoted prices are based upon information provided by Buyer, including Buyer's estimated annual use, and may be retroactively and prospectively adjusted in the event of any change in any such information. Quoted prices may also be increased at any time to reflect increases in Seller's production and material costs. All agreements and orders are subject to the written approval of an officer of Seller.

3. **PRICES.** Unless otherwise agreed upon in writing by Seller, all prices, payments and deliveries thereon shall be in U.S. dollars. All prices are subject to adjustment to reflect material increases in the price of precious metals included within the goods. Seller reserves the right to increase goods at prices in effect on the delivery date. Prices do not include sales taxes, use or excise taxes, import or export duties or taxes, finance fees, value added taxes, special permits or licenses, or similar charges. Buyer shall either pay such charges or provide Seller with acceptable exemption certificates. Additionally, unless otherwise agreed upon in writing by Seller, prices do not include any charges for services such as insurance, handling fees, or product encumbrance or labeling.

4. **PAVEMENT.** Unless otherwise agreed upon in writing by Seller, Seller shall have the right to issue invoices to Buyer upon readiness of goods for delivery by Seller, and all invoices shall be due and payable NET 30 DAYS from date of invoice without regard to delays of transportation, inspection or acceptance. Should Seller deem Buyer's financial position or payment practices to be unsatisfactory, cash payment or other security may be required. If Buyer fails to meet such requirements, Seller may discontinue the production and delivery of goods to Buyer and treat such failure at any time thereafter as reasonable grounds for the full termination of any pending order. Interest shall accrue on any outstanding payment at the rate of 1.5% per month, or at the maximum lawful rate of interest, whichever is less.

5. **TITLE AND RISK OF LOSS.** All goods supplied by Seller shall have marketable title, free and clear of any security interest, lien or encumbrance of any third party. Title to the goods, and risk of loss, shall pass to the Buyer upon receipt of the goods for delivery and freight and shipping obligations shall have no bearing on transfer of title or risk of loss. Claims for damages or shortages attributable to Seller must be filed with Seller within 30 days following receipt of goods or notice of loss, which occurs first, and must be accompanied by Seller's packing slip and a detailed description of the claim.

6. **MODIFICATION OR SUSPENSION OF ORDERS.** Requests by Buyer for any modification or change of any order, including, but not limited to, any change in specifications, quantities or delivery obligations, shall be subject to Seller's written acceptance, and may result in adjustments to prices and delivery schedules.

Any request by Buyer to suspend any order or delay any delivery shall be in writing, and shall be subject to the written consent of Seller. Such suspension or delays may result in adjustments to prices, payment and delivery schedules. The time required for the subsequent completion of any order may exceed the period of suspension or delay due to Seller's scheduling constraints or other reasons. If a requested suspension is more than 30 days in duration, Buyer shall pay Seller pro rata for the portion of the order completed. In the event that production has proceeded to the point where Seller deems that it cannot reasonably be scheduled for completion, or the request for suspension is received less than 30 days prior to scheduled delivery, the order shall be completed, invoiced and placed in storage at Buyer's expense. Title to the goods shall thereupon transfer to Buyer. In the event Seller is otherwise unable to deliver the goods when ready due to any other action or inaction of Buyer, Seller shall not be held liable. Such inability to deliver shall also be subject to the foregoing provisions.

7. **CANCELLATION OF ORDERS.** Any cancellation of an order shall be in writing. Buyer shall pay Seller 15% of the order to cover Seller's costs (more for custom units).

8. **LIMITED WARRANTY.** Except as otherwise specifically set forth herein, Seller warrants only that goods furnished by Seller shall conform to the specifications set forth on the final order acknowledgment issued by Seller. Unless otherwise agreed upon in writing by Seller, this limited warranty shall be in effect during a period of 90 days following the date of shipment of the goods. Individual components are covered by manufacturers' warranties and are not the responsibility of the Seller.

To obtain maintenance under this limited warranty, Buyer must first send a written notice to Seller's facility, stating in what respect the goods are believed by Buyer to be defective. Failure to give such notice within the warranty period shall be a waiver of this limited warranty and no assistance or other action thereafter taken by Seller shall be deemed to extend or revive the warranty period.

Any goods believed by Buyer to be defective shall be returned by Buyer to Seller's facility, transportation prepaid, for examination by Seller. No goods shall be returned to Seller unless Buyer first obtains a return authorization from Seller. If, in Seller's sole judgment, the goods returned by Buyer are defective and covered under this limited warranty, Seller shall have the option of repairing or replacing such goods, at Seller's charge, provided that such goods are returned to Seller's facility, transportation prepaid.

This limited warranty shall not apply to goods which, in Seller's sole judgment, have been the subject of negligence, misuse, abuse, accident, misapplication, tampering or alteration, nor shall it apply to goods damaged by acts of (and, or) civil unrest, insurrection, assembly, installation, operation, maintenance or storage, or other than normal application, use or service, including, without limitation, failures caused by foreign materials, erosion, or wear and tear.

This limited warranty shall not cover and Seller shall not under any circumstances be liable for damages for injuries to persons or property, loss of product, loss of profits, loss of use, expenses of labor, travel or other items relating to the removal, replacement or recall of defective goods, damages resulting from the removal of defective goods or the installation of replacement goods, expenses relating to the transportation of goods to and from Seller's facility, damages resulting from any consequential, incidental, contingent or special damages, whether arising in contract, in tort or under statute, or any other damages or expenses not agreed upon in writing by Seller, even if Seller has been advised of the potential for any such damages or expenses. In no event shall Seller's total liability exceed the specific purchase price of the subject goods. THIS LIMITED WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR USE. No person is authorized to give any other warranty or to assume any other liability on Seller's behalf.

9. **PATENT INFRINGEMENT.** If a claim is asserted based on infringement of a United States patent relating to any part of the goods (other than a part based on specifications provided by Buyer), Seller, at its expense, shall either replace or modify such part with a non-infringing part or procure for Buyer the right to use such part, provided that Seller is given a full opportunity to conduct all negotiations in respect of such claims, but in no event shall Seller have any liability for losses arising from any infringing part. The foregoing provisions fully set forth Seller's only responsibilities, and Buyer's exclusive remedies, with respect to any infringement by any part of the goods supplied to Buyer, and SELLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTY AGAINST INFRINGEMENT, WHETHER EXPRESS OR IMPLIED. Buyer shall defend and hold Seller harmless from and against any claim of infringement for any part of the goods designed or manufactured to Buyer's specifications, including the use thereof in combination with other components, materials or processes.

10. **FORCE MAJEURE.** In no event shall Seller be liable for any non-performance, delay in performance, or any other violation from Seller's performance obligations, nor for any loss or damage to any goods supplied to Buyer when occasioned directly or indirectly by any cause beyond the reasonable control of Seller or its suppliers, vendors, subcontractors, or other representatives or agents, including, but not limited to, communication line failures, power failures, natural disasters or acts of God, acts of criminals or a public enemy, war, riot, official or unofficial acts, boycotts, embargoes or restrictions of any domestic or foreign governmental agency, acts of Buyer or its employees, representatives or agents, strikes or labor difficulties or failures, shortages or delays in Seller's usual sources of labor or materials. Seller shall automatically be entitled to a reasonable extension of all periods of performance when delayed by any such cause.

11. **INSPECTIONS.** If Buyer is permitted by Seller to inspect Seller's facilities or processes, Buyer shall not photograph or make any other visual or audio recording thereof.

12. **ASSIGNMENT.** Unless otherwise agreed upon in writing by Seller, Seller shall have the right to assign or subcontract the performance of any of its obligations under any order. Any attempted assignment by Buyer of any of its rights or obligations under any order shall be null and void in the absence of Seller's prior written consent.

13. **INDEPENDENT CONTRACTOR.** At all times, Seller shall be deemed an independent contractor of Buyer and not a partner, joint venture, employee or agent of Buyer.

14. **REGULATORY COMPLIANCE.** Buyer shall comply with all applicable laws, regulations and rules governing goods furnished by Seller, including but not limited to, safety and health standards, environmental regulations, technical standards and export controls.

15. **DISPUTES.** Buyer and Seller shall use their best efforts to resolve in an amicable manner any dispute arising in connection with any order. In the event that Buyer believes that Seller is not in full compliance with its obligations hereunder, Buyer shall notify Seller in writing and Seller shall take reasonable measures to remedy the alleged non-compliance within 30 days following its receipt of said notice. Any dispute which is not so settled or resolved shall, within a reasonable period of time thereafter, be submitted to arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the arbitrated award may be entered in any court of competent jurisdiction. Allocation of the costs of arbitration shall be determined by the arbitrator, and each party shall bear its own attorneys' fees. Unless otherwise agreed herein between the parties, arbitrations hearings shall be held in Imperial, PA, U.S.A.

16. **INTERPRETATION.** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Pennsylvania, including such State's Uniform Commercial Code, without giving effect to principles of conflict of law. Whenever any conflict exists between these terms and conditions and any provision of such Uniform Commercial Code, these terms and conditions shall govern. The various headings contained herein have been inserted for convenience only, and shall not be considered in interpreting any term or condition hereof. If any term or condition contained herein is found to be invalid or unenforceable it shall be deemed stricken here from without affecting the remaining terms or conditions hereof. Seller's failure to require the performance of any term or condition hereof shall not affect Seller's right thereafter to enforce that or any other term or condition hereof.

17. **NOTICE.** All notices and other communications required hereunder shall be in writing and delivered by e-mail, facsimile, telegram, overnight carrier or certified or registered mail, postage prepaid, return receipt requested. Any such notice shall be deemed to have been given on the date it is received during regular office hours at the address listed on the applicable order or at such other address as the affected party may have previously designated for notices.

18. **Substitution.** Seller reserves the right to change substitute items with equal or better items.

19. **Insurance.** Buyer agrees to provide insurance to cover the equipment while in the Buyer's possession during the rental period.

20. **These Terms and Conditions apply for all types of business transactions including but not limited to Sales, rental, and all uses of our products. Buyer's receipt or lease represents the paying customer for any type of business transaction and the Seller or lessor represents Ready2Go Intercom Traders LLC for all terms and conditions.**

I, the undersigned, understand and agree fully with these terms and conditions.

Company Name (where applicable): \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



Portable Restroom Trailer  
&  
Servicing Unit  
**SUPPORTING DOCUMENTS**



## PART 1 - GENERAL SPECIFICATIONS

ITEM #	GENERAL SPECIFICATIONS	STATUS - MEET/EXCEED	NOTES
A	The Portable Restroom Trailer will include a removable tongue and meet DOT regulations to be driven on the Highway	MEET	
B	The Portable Restroom Trailer will be not exceed 12' 6" in height.	MEET	
C	The Restroom Trailer will have (1) women's stall and (1) men's stall. Each stall will have (1) sit down toilet. The stalls must be labeled Men's or Women's on the outside.	MEET	
D	A minimum of (1) sink in each restroom stall with (1) water nozzle is requested. Other combinations are acceptable as long as a minimum of (1) sink is available in each stall. Sinks can be wall mounted or free standing. Cold water only. Sinks/toilets color is white	MEET	
E	The Portable Restroom Trailer will hold a minimum of 350 gallons of waste	MEET and EXCEED	Trailer comes with 450 Gallon waste Tank
F	The electric system in the Portable Restroom Trailer will be 110v	MEET	
G	Interior of restrooms will be illuminated by LED lighting which needs to be 110v.	MEET	
H	There will be (2) fan systems for the restroom trailer.	MEET	
I	The Portable Restroom Trailer shall not have roof vents installed.	MEET	
J	The interior walls, floors, dividers, cabinetry and drains will be a material that is sealed tight and water friendly. The restrooms will be washed out daily with a garden hose. Restrooms must be able to drain each time they are washed. When restrooms are washed, they may drain to the outside of the doors or to an area that drains underneath the restroom trailer.	MEET	FRP (fiberglass wall panels), Upgraded Fiberglass Subfloor, Washdown Package to include Aluminum trimmed caulked along bottom, to provide additional seal from water. Coin Rubber Sub-Floor for increased handling od wear and tear, and water.



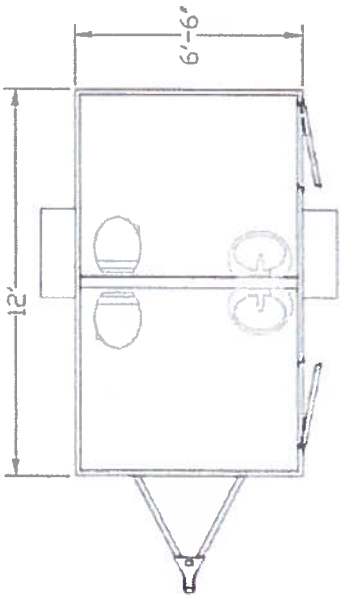
## PART 1 - GENERAL SPECIFICATIONS

ITEM #	GENERAL SPECIFICATIONS	STATUS - MEET/EXCEED	NOTES
K	The exposed metal on the exterior of the restroom trailer will have a special corrosion type of treatment to protect the trailer from the elements of the ocean climate. Color of the exterior will be white. Color of the interior is at discretion of bidder with City approval	MEET	
L	The interior/exterior of the metal sub frames will be galvanized steel.	MEET and EXCEED	Based on Steel Frame w/ protective coating - The warranty on Frame is 5 Years vs. the 1 year required
M	To provide a minimum of a 1 year Warranty on the restroom trailer and all equipment. Vandalism and extreme weather conditions would not be covered under the warranty.	MEET and EXCEED	Ready2Go Restroom Trailers, LLC (warrantor), of Imperial, Pennsylvania hereby provides a 5-year limited warranty on our trailer frame and axles and a 2-year limited warrantee on the trailer as a whole. Sealant, electrical components, hydraulics, hoses, wall coverings, trim and paint are warranted for 1-year. The warrantor guarantees the product against defects in materials and workmanship.
N	Toilet paper roll/paper towel dispensers will be provided and installed by the City.	MEET	
O	Two (2) Servicing Units – Provide (2) self-contained slide/roll in servicing units. Each unit must hold a minimum of 350 gallons of waste. Each unit should slide/roll into the back of pick-up truck or be on a wheel system to be hauled by a tractor or utility cart. It is our intention for each time we service the restroom trailer to unhook one unit and to replace with an empty unit. Servicing Units must have a secure, leak free and user friendly attachment to the restroom trailer.	MEET	Restroom trailer includes an on-board/self-contained 450 gallon waste holding tank, in addition the proposal includes two(2) additional 350 gallon holding tanks for servicing. These tanks will be Forklifted off Pier to truck or trailer for disposal. In addition a 15 foot hose with Cam-locks is also included for transfer of waste from trailer to holding tanks.
P	The Servicing Units will be made of aluminum or stainless steel or a combination of each. Units do not need a freshwater system on it.	MEET	

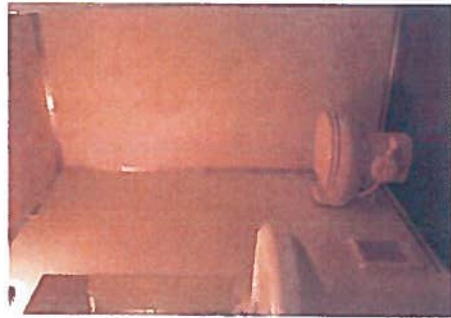


## PART 1 - GENERAL SPECIFICATIONS

ITEM #	GENERAL SPECIFICATIONS	STATUS - MEET/EXCEED	NOTES
P	The Servicing Units will be made of aluminum or stainless steel or a combination of each. Units do not need a freshwater system on it.	MEET	
Q	The Servicing Unit also must have a minimum of 1 year warranty.	MEET	
R	The City is tax exempt and a copy of certificate of exemption is attached as Exhibit A.	MEET	
S	After the Portable Restroom Trailer and Servicing Unit is delivered, payment in full will be made within 30 days of receipt of invoice for the approved bid amount. Invoice shall be submitted in digital Adobe Acrobat pdf format to Cheryl Joyner Recreation Administration Supervisor at cjoyner@pcbgov.com.	MEET	
T	The Bidder further proposes and agrees to deliver the Portable Restroom Trailer and Servicing Unit by May 1, 2018 with liquidated damages thereafter of \$200.00 per day for non-delivery.	MEET	Normal production is 10-12 weeks from Purchase Order Date or deposit received
NOTE:	A detailed description of the products must be included with pictures of the front, back and the inside of the Portable Restroom Trailer proposed. Pictures of the Servicing Units also must be attached	MEET	



Standard Layout







## 350 Gallon Carbon Steel IBC Tank

### Most advanced liquid handling tank in the market today!

The 26BCS3 is a 350 gallon carbon steel IBC tank. These carbon steel intermediate bulk containers are the most advanced liquid handling tank in the market today. With a patented one-piece top and superior draining bottom, these IBC containers set the industry standard for performance. Each tank meets or exceeds all Intermediate Bulk Container requirements, per Title CFR49 of the Hazardous Material Guide. Design approvals include a UN rating of UN31A

\*\*All carbon steel tanks come in standard blue.

\*\*Additional sizes and options available, please call for details.





An intermediate bulk container, or IBC, is a type of reusable container made for the storage and transport of bulk liquids. These containers are highly utilized in the food, chemical, petroleum and pharmaceutical industries, and come in a wide variety of sizes and shapes to accommodate different industry needs. IBCs typically have a stacking design and can be moved with a pallet jack or forklift.

**Key benefits**

- Heavy duty 10 gauge construction
- Standard blue enamel exterior
- 22-1/2" diameter top fill opening with drum cover with 3" threaded fusible vent/fill cap installed in center of cover for UN31A compliance
- EPDM lid gasket and plated steel bolted clamp ring
- 2" patented TranSeal bung plug and EPDM gasket in the top for venting or filling
- 1/2" patented sloped bottom for drainage
- 2" bottom outlet with 2" 316 stainless steel ball valve, shipping plug and patented stamped guard
- Four (4) combination leg positioners/lifting lugs on the top of the tank
- Four (4) legs providing 5-1/2" clearance
- UN31A designed, tested and labeled

**Downloads:**



**Material:**

Carbon steel (CS) is metal alloy that is made of iron and carbon. It is known as a cost-effective alloying material. There are four types of carbon steel that vary in strength level: low carbon steel, medium carbon steel, high carbon steel, and very high carbon steel. Engine parts, car body panels, and select knives are made of carbon steel. The Cary Company also has carbon steel IBC tanks, filter vessels, and drums that work well with many liquids.

**Disclaimer:** This information has been provided as a general guide. It is the customer's responsibility to select the proper container for product and application compatibility.

**Additional Information**

Capacity	350 gal.
Condition	New
Color	Blue
Material	Carbon Steel
Dimensions	42"W x 48"D x 47"H
Weight	460 lbs.
UN Rating Liquid	UN31A
Note:	**All carbon steel tanks come in standard blue. **Additional sizes and options available, please call for details.





## Warranty

**Ready2Go Restroom Trailers, LLC** (warrantor), of Imperial, Pennsylvania hereby provides a 5-year limited warranty on our trailer frame and axles and a 2-year limited warrantee on the trailer as a whole. Sealant, electrical components, hydraulics, hoses, wall coverings, trim and paint are warranted for 1-year. The warrantor guarantees the product against defects in materials and workmanship. The warranty described in this agreement is in lieu of all other warranties, expressed or implied from **Ready2Go Restroom Trailers, LLC** or its suppliers. This warrantee shall apply to the retail consumer (original purchaser), as shown on the sales agreement.

Certain individual components are warranted by their respected manufacturers' warranties and therefore are excluded from the limited warranty provided by the warrantor. These components include, but are not limited to; tires, wheels, axles, couplers, jacks, light fixtures, windows, doors, heaters, air conditioners, toilets, sinks, faucets, pumps, etc. Warranty claims must be filed with the respective component manufacturers' warranty department.

This limited warranty is void if the product: 1. Is not properly maintained and/or inspected. 2. Is neglected, abused or misused. 3. Is overloaded or made to perform beyond recommended specifications.

The limited warranty is also void if damage results from continued use after a suspected defect is or should have been discovered. The warrantor reserves the right to make the final determination as to whether any of the above exclusions may nullify a warranty claim.

The warranty shall not pay nor make provisions for: 1. Service charges; towing charges; and transportation charges, which are the responsibility of the purchaser. 2. Loss of time, inconvenience; loss of use; rental substitution equipment; loss of revenue; or other commercial or personal loss. 3. Loss or damage to any and all contents. 4. Defacing; scratches; dents; chips; and tears, on any surface, not caused by the warrantor. Furthermore, the warrantor does not warranty any modification(s) made to either the interior or exterior of the product, even if damage occurs as a result of warranty claim. The warrant may not cover items that can be maintained or repaired using basic human skills in a short time; for example, tightening a leaky hose/pipe or other item, replacing/tightening screws, and other simple quick repair and maintenance type items.

Please refer to the products owner's manual, or authorized representative of the warrantor, for instructions on filing a warranty claim. The provisions of the limited warranty shall be interpreted and governed pursuant to the laws of the State of Pennsylvania.