

**DATE: 05/15/2024**

**NON-CONSTRUCTION CONTRACT SOLICITATION NOTICE**

**MTA- HQ IS NOW ADVERTISING FOR THE FOLLOWING:**

**SSE #: 0000469512**

**OPENING/DUE DATE: 06/10/2024**

**TYPE OF SOLICITATION: IFB**

**DOCUMENT AVAILABILITY DATE: 05/15/2024**

**SOLICITATION TITLE: Rental and Service of Portable Restrooms, Sinks, Restroom Trailers and Associated Equipment Throughout the MTA System**

**DESCRIPTION:** The MTA, on behalf of NYCT, MNR, DOB and MTAHQ, seeks firm, fixed pricing for the rental and service of portable toilets, sinks, restroom trailers and associated equipment in various locations including: Manhattan, Brooklyn, Bronx, Queens, Westchester, NY, White Plains NY, Brewster NY, Poughkeepsie NY, and Stamford CT. The service shall include all hookup, installation labor, equipment, pickup and delivery necessary for the rental of portable toilets, sinks, restroom trailers and associated equipment, including all essential supplies and weekly clean-out service including the filling of the fresh water tanks and purging of the waste tanks.

Funding: 100% Operating      Goals: N/A      Est \$ Range: \$1M - \$5M      Contract Term: 36 Months

**\*\*\*\*PLEASE SEE THE ATTACHED SCOPE OF WORK FOR ADDITIONAL INFORMATION\*\*\*\***

**( ) PRE-BID CONFERENCE**

**DATE:**

**TIME:**

**( ) SITE TOUR N/A**

**DATE:**

**TIME:**

**PLACE:**

**FOR MORE INFORMATION, PLEASE CONTACT:**

**PROCUREMENT REPRESENTATIVE: Chitra Zacharias**

**EMAIL:  
chitra.zacharias@mtahq.org**

## **Attachment A-2 Technical Specifications**

Contractor shall provide the following as directed by the Metropolitan Transportation Authority (MTA or the Authority) and shall include all hookup, installation labor, equipment, pickup and delivery necessary for the rental of portable toilets, restroom trailers and associated equipment, including all essential supplies and weekly clean-out service including the filling of the fresh water tanks and purging of the waste tanks.

The Work to be performed under this Contract may briefly be described as providing rentals of Portable Chemical Toilets and restroom trailers (referred to herein as "Units") on an as-needed basis to various Metropolitan Transportation Authority locations. Monthly shall consist of the first day of the month till the last day of the month. The Contract shall also provide weekend rental of units; weekends shall consist of a Thursday night drop-off through Monday morning pickup. Each

Unit shall be delivered deodorized, disinfected, with hand sanitizer and two rolls of toilet paper. The Contractor shall be responsible for all upkeep and weekly maintenance of the Units, including but not limited to the following:

- a) Water shed refills
- b) Hand sanitizer and toilet paper refills
- c) Interior cleaning

On each order, The MTA Project Manager will specify if any Unit(s) must be equipped with a lifting point to allow lifting with a crane.

The Units shall then be dropped off in various locations in the boroughs of Manhattan, Brooklyn, Bronx, Queens, as well as Westchester, NY., White Plains, NY., Brewster, NY., Poughkeepsie, NY., and Stamford, CT as indicated on the order. Weekly clean-out service shall be included for all units at no additional cost.

### **TERM OF CONTRACT**

The term of the Contract shall be 36 months commencing on the date specified on the Purchase Order.

### **UNITS**

The types/models of portable toilets and associated equipment to be rented by The Authority shall consist of the following Units:

- **Style 1** portable toilets, completely self-contained toilet and urinal with a built-in tank and vents and translucent roof and locking mechanism with a vacant sign.
- **Style 2** portable toilets, completely self-contained toilet and urinal with a built-in tank and vents and translucent roof and locking mechanism with a vacant sign. Also includes a sink, soap dispenser, paper towels or hand sanitizer liquid dispenser and wastebasket.
- **Style 3** portable toilet (restroom) with fresh water flushing china toilet, sink and self-closing faucet with (soap dispenser, paper towels), hand sanitizer liquid dispenser, interior lights, vanity counter and mirror, exterior security lock, interior dead bolt lock, and outside occupancy light. Including a solar powered 12 volt or a 110 V / 230 AMP electrical system for controlling water pressure and electrical components and shall be equipped with a motion detection system to activate and deactivate unit, thereby preventing unnecessary power loss. Unit shall be capable of operating 24 hours a day without water or electrical connection.
- **Style 4** installation of toilet, sink and water tanks in existing office trailer. Provision of 64-gallon waste holding tank water system and 100-gallon water system. service. Tanks will need to be hooked up and the water is to be refilled weekly. Includes weekly water delivery, fill-up of tanks and purging of waste tanks. Includes as-needed maintenance and periodic filter cleaning and also winterization.
- **Style 5 ADA compliant wheelchair accessible** portable toilets.
- **Style 6 Single and/or dual portable sinks** that are manually operated.

- **Style 7 - Bathroom Trailer 24' X 8'** (See below)

The Contractor shall provide a temporary rental of a minimum of 24' x 8'- "Box length" bathroom trailer to support the Authority's staff. Trailer shall have separate marked entrance for men's and woman's sections with locking doors. The Contractor shall provide a 4 foot x 4 foot reserve water shed supply tank with each Unit. All Units shall be delivered deodorized, disinfected, and be stocked with hand sanitizer and toilet paper. The Authority's Facilities Maintenance Group shall provide the necessary electrical and plumbing direct hook-up required to operate the trailer. Shall run on 110 volts. Unit standard minimum requirements:

- a) 5 Porcelain toilet bowls with fresh water flush
- b) 3 Standard brand porcelain wall hung urinals
- c) 5 private toilet stalls
- d) Privacy screen at urinals
- e) 2 Vanity sinks / stainless steel or porcelain with mirror
- f) 2 Trash receptacles
- g) 2 Paper towel dispensers
- h) 2 Soap dispensers
- i) 4 Chrome self-closing faucets
- j) Exhaust fans
- k) Air conditioning with heat
- l) 4 Entrances and exit doors
- m) Hot and cold fresh water
- n) Climate controlled
- o) 2 sets of exterior stairs/ platforms
- p) Exterior handrails
- q) Holding tank min of 250 gallons
- r) Interior lighting
- s) anti-bacterial dispenser

- **Style 8 - (Men's and Women's Restroom Trailer 3-Station)**, completely self-contained toilets and urinal (one private stall, one urinal and a vanity sink in the men's section and one private stall and a vanity sink in the women's section) with a built-in tank and vents, running water sinks, translucent roof, locking mechanism with a vacant sign, soap dispensers, paper towel holders and wastebasket. The Authority's Facilities Maintenance Group shall provide the necessary electrical and plumbing direct hook-up required to operate the trailer. Note: this style requires two weekly clean-out services – Twice weekly cleaned, serviced and restocked. The first weekly clean-out must be included at no additional cost. The second clean-out will be charged per the Price Schedule.
- **Style 9 - (Men's and Women's Restroom Trailer 6-Station)** completely self-contained toilets and urinals (one private stall, three urinals and a vanity sink in the men's section and two private stalls and a vanity sink in the women's section) with a built-in tank and vents, running water sinks, translucent roof, locking mechanism with a vacant sign, soap dispensers, paper towel holders and wastebasket. The Authority's Facilities Maintenance Group shall provide the necessary electrical and plumbing direct hook-up required to operate the trailer. Note: this style requires four weekly clean-out services – four times weekly cleaned, serviced and restocked. The first weekly clean-out must be included at no additional cost. The second clean-out will be charged per the Price Schedule.
- **Style 10 - (Shower Trailer 4-Stall)** portable shall include a built-in hot water tank, showers with curtains and rods, wash sinks with mirrors, heating/air conditioning system, toilets, soap dispensers, paper towel holders and wastebasket. The Authority's Facilities Maintenance Group shall provide the necessary electrical and plumbing direct hook-up required to operate the trailer. Note: this style requires two weekly clean-out services – Twice weekly cleaned, serviced and restocked. The first weekly clean-out must be included at no additional cost. The second clean-out will be charged per the Price Schedule.

If the contractor does not have a specific unit on site, then a better one must be provided at no additional cost.

#### **EXTRA CLEAN-OUT SERVICE**

The Contractor shall provide the following additional cleanout services at the request of the Project Manager:

- Extra weekday clean-out service of portable toilets and the trailers to be invoiced at the unit price listed in price schedule. This service is in addition to the scheduled weekly cleanout service. Extra weekday cleanout service shall be performed by the Contractor from 6 AM to 5 PM Monday through Friday.
- Extra weekend clean-out service of portable toilets and trailers to be invoiced at the unit price listed in price schedule. This service is in addition to the scheduled weekly cleanout service.

### **PICK-UP & DELIVERY**

As directed by the MTA Authority Project Manager, the Contractor shall be responsible for pick-up, transportation and delivery expenses (except as otherwise specifically set forth in the Price Schedule) to and from all MTA facilities as well as all labor, materials, equipment, incidentals and overhead cost and expenses in performing the requested service. The MTA Project Manager shall issue a delivery or replacement request when a Unit is required to be delivered, found not to be fully operational, ceases to operate or is out of service at a designated MTA location. Within 24-hour notice from the MTA Project Manager, the Contractor shall pickup/deliver Units to and from MTA locations.

The basic monthly rental price shall include scheduled weekly clean-out service for each unit with delivery and pick-up to and from any or all MTA facilities, Monday through Friday from 9 AM to 5 PM. This shall also apply to the rental of manually operated portable **sinks (single and/or dual)**. During Special Events which may occur on weekends, the Contractor shall deliver requested Units to MTA facilities no earlier than 5 AM and same day pick-ups shall take place after 5 pm or deferred to the following day as directed by the Project Manager. This shall also apply to the rental of portable **sinks (single and/or dual)**.

### **RISK OF LOSS TO THE WORK**

The Contractor assumes risk of loss or damage to the Units to the fullest extent permitted by applicable law, irrespective of whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor, the Authority or third persons, or from any cause whatsoever.

Contractor's obligation hereunder is to promptly repair, replace and make good such loss or damage so as to restore the Unit(s) to the same character and condition as before the loss or damage occurred, all without cost to the Authority.

### **PRICE TO INCLUDE / INVOICES AND PAYMENTS**

- A. The Authority shall pay and the Contractor shall accept the amounts set forth in the Price Schedule of the Bid as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including, but not limited to, all labor and material required to be done or furnished under this Contract; all overhead, expenses, fees and profits including the cost of providing storage yard or facilities; all risks and obligations set forth in the Contract; any applicable fees or taxes; and all expenses due to any unforeseen difficulty encountered in the prosecution of the Work.
- B. Payment shall be at the applicable Unit Price set forth in the Price Schedule. Invoices shall be submitted not more than once each month for work completed the preceding month, subject to the Contractor's compliance with the submission requirements contained hereunder and all other provisions of the Contract Documents.
  1. Proper Invoice: In addition to any other requirement set forth in this Contract with respect to what constitutes a proper invoice or for the Contractor to be entitled to receive payment, the Contractor's invoice, in triplicate, must set forth (1) a description, with specificity, of the goods delivered, Work performed, services rendered, or other event initiating entitlement to payment pursuant to the terms of this Contract; (2) that portion of the Contract price related to such payment; and (3) the Contract number. Should the invoice not be calculated correctly, the Authority may either reject the invoice or treat the invoice as proper only to the extent of the correct calculation of the amount thereof.
  2. Supporting Documentation: The following are in addition to any other requirement set forth in this Contract with respect to what supporting documentation must accompany an invoice:

- a. In the event the Contract contains an inspection and acceptance procedure, the Contractor's invoice relating to delivered and/or installed goods, the Work covered by such invoice must be accompanied by a copy of the MTA Authority Project Manager's certificate of acceptance, or equivalent document, thereof.
- b. In the event the Contract provides for payment upon achieving stated milestones of performance, the Contractor's invoice relating to any milestone must be accompanied by a copy of the MTA Authority Project Manager's certificate, or equivalent document, that the milestone has been achieved.
- c. In the event that the payment request is based upon a "deliverable", the Contractor's invoice must be accompanied by appropriate documentation that the deliverable has been delivered in accordance with the Contract, and if this Contract requires acceptance thereof as a condition precedent to payment, that the deliverable has been so accepted.
- d. Invoices must also be accompanied by all affidavits, time records, staffing and other records provided for or required by the Contract to establish the amount of payment and/or performance of the Work billed, as well as a statement with sufficient specificity which establishes the basis on which the payment is due according to the Contract. Any documentation generated by the Authority, such as certificate of acceptance, will be issued in accordance with the terms of the Contract.

3. **Inspection, Review and Audit:** In addition to any other requirements pertaining to the right of the Authority or other entity to perform inspections, reviews or audits with respect to any payment or to the contract as a whole, the Authority reserves the right to inspect, review and/or audit each invoice for payment to verify that the invoice amount is consistent with the materials, labor, goods, and/or services provided and is in accordance with the provisions of the Contract, as well as to determine the resources applied or used by the Contractor in fulfilling the terms of the Contract or otherwise to verify that the Work, goods or services billed for were provided in accordance therewith. The Authority shall have 15 calendar days after the Receipt of Invoice Date within which to perform this function and to notify the Contractor of any concerns.

4. **Set-off:** The Authority shall have the right to set off against any payment due the Contractor under this Contract any unpaid legally enforceable debt owed by the Contractor to the Authority as outlined in Authority's Prompt Payment Rules.

5. **Designated Payment Office:** The Designated Payment Office, to which all invoices and supporting documentation are required to be submitted under this Contract, is as follows:

**MTA Business Service Center  
333 W. 34th Street  
New York, NY 10001-2402  
Phone: 646.376.0123  
Fax Invoices: 212.971.5060**

**Email General: [bscservice@mtabsc.org](mailto:bscservice@mtabsc.org)  
Email Invoices: [invoice@mtabsc.org](mailto:invoice@mtabsc.org)**

**Also, Submit One Original Copy to:**

**The appropriate MTA Authority Project Manager outlined in the Purchase Order.**

C. Unless otherwise stipulated in writing by the parties, the Authority shall make payment subject to the following conditions, which are, unless waived in whole or in part by the Authority in writing, conditions precedent to payment:

1. The Contractor is not, in the Project Manager's and/or Procurement Specialist's opinion, in breach of any terms or provision of this Contract;
2. The Project Manager has accepted the Work.

D. The Authority may withhold sums equal to any claims of the Authority against the Contractor, for indemnification

or otherwise, pending settlement or other disposition of such claim. The Authority may withhold from any payment otherwise due the Contractor as much as may be necessary to protect the Authority and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or Suppliers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Authority and will not require the Authority to determine or adjust any claims or disputes between the Contractor and his Subcontractors or Suppliers, or to withhold any moneys for their protection unless the Authority elects to do so. The failure or refusal of the Authority to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this contract. The Authority may withhold payment to the Contractor, if the Contractor fails to remedy unsuitable conditions. The Contractor shall be given written notice of any unsuitable conditions.

- E. The Authority will pay proper invoices within the time periods provided in the Prompt Payment Rules and Regulations. Payment will be deemed to have been made upon being mailed by the Authority.