



INVITATION TO BID

For

Rental and Servicing of Portable Toilets for City Parks and Events

The City of SeaTac seeks to acquire services for the rental and servicing of portable toilets for City parks and events.

ALL COMMUNICATIONS WITH THE CITY concerning this bid process or questions regarding the specifications should be directed to Michael Fitzpatrick, Parks Projects & Operations Manager at 206.973.4761, mfitzpatrick@seatacwa.gov.

INSTRUCTIONS TO BIDDERS

- PROPOSAL DEADLINE:** Proposals will be accepted until 4:00 p.m. on Tuesday, November 22, 2022.
- SUBMIT PROPOSALS:** Proposal is to be delivered to the attention of Michael Fitzpatrick in the Parks, Community Programs & Services Department, SeaTac City Hall, 4800 S. 188th St., SeaTac, WA 98188 by the due date and time. Email proposals are acceptable and should be sent to mfitzpatrick@seatacwa.gov.
- PROPOSAL FORM:** A Proposal Form is included in this packet. (Please use the proposal form without modification when submitting a bid.)
- CONTRACT:** This is a two year contract commencing upon January 1, 2023 and ending December 31, 2024. No price increases will occur in that timeframe. The City would like to reserve the option for extension of this contract in one-year increments for a maximum of two (2) additional years. In the event of an annual increase affecting the extensions, the increase cannot exceed 5% annually and must be justified with documentation. The City reserves the right to end this contract with 30 days written notice.
- BUSINESS LICENSES:** Vendor will be required to maintain a City of SeaTac Business License for the duration of the Contract.
- INSURANCE:** Contractor shall secure and maintain a policy of automobile and comprehensive liability insurance with an insurance company licensed to do business in the State of Washington, with policy limits of not less than two million dollars. Written proof of the insurance policy shall be filed with the City. The City and its employees and officials shall be named as a primary, non-contributory additional insured.
- SAMPLE CONTRACT:** Upon contract award, the successful bidder will be expected to sign a contract similar in content to the attached sample.

PROPOSAL FORM
for
Rental and Servicing of Portable Toilets for City Parks and Events

Proposals will be accepted until 4:00 p.m. on Tuesday, November 22, 2022. Proposals should be mailed or hand delivered to the attention of Michael Fitzpatrick, SeaTac City Hall, 4800 S. 188th St., SeaTac, WA 98188 or emailed to mfitzpatrick@seatacwa.gov.

The undersigned has carefully examined the specifications and hereby proposes to furnish all of the portable toilets and service related to the rental of those units. **A Sample Contract for rental and servicing of portable toilets is attached and vendor will be expected to sign a Contract of similar content.**

Bid breakdown by type of unit is needed. (Do not include WA State Sales Tax)

Standard Unit Rental (Monthly, per unit, includes weekly service) \$ _____
¹ Delivery and pickup charge \$ _____

ADA Unit Rental (Monthly, per unit, includes weekly service) \$ _____
¹ Delivery and pickup charge \$ _____

Standard Unit Rental (² Weekend rental, per unit, includes daily service) \$ _____
¹ Delivery and pickup charge \$ _____

ADA Unit Rental (² Weekend rental, per unit, includes daily service) \$ _____
¹ Delivery and pickup charge \$ _____

Emergency Unit Rental (Same day delivery. Includes next day service and delivery/pickup.) \$ _____

Temporary Restroom Trailer, (For our July 4th event. Include daily service.) \$ _____

Please list minimum number of days and delivery/pickup fees if not included in cost. _____

Clarification:

¹ Delivery/Pickup charges – Includes multiple unit orders. Cost per load should include the total for both delivery and pickup.

² Weekend is considered Friday delivery with Monday pickup.

Is public site insurance available? Yes No

Please explain options and provide costs for insuring rental units on public sites:

Signature of authorized official: _____

Official's Name (printed or typed): _____

Date: _____ Title: _____



Contact Information

Bidder/Company Name: _____

Address: _____ City/State/Zip: _____

Telephone: (_____) _____ Email: _____



Rental and Servicing of Portable Toilets

City of SeaTac, Parks & Community Programs & Services Department and VENDOR NAME HERE

THIS CONTRACT is made and entered into effective on the date upon which the last party signs, and is by and between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and VENDOR NAME, hereinafter referred to as “Contractor”, on the following terms and conditions in conjunction with the project indicated herein.

The City of SeaTac Parks, Community Programs & Services Department has agreed to use the Contractor exclusively for rental and servicing of portable toilets at City of SeaTac Parks and Recreation’s sites during the duration of this Contract.

1. TERM OF CONTRACT

This is a two-year contract commencing upon January 1, 2023, and ending December 31, 2024, during which there will be no price increase. The Contract is renewable for two (2) consecutive one-year terms at the option of the City provided that the contract price shall not increase by more than five percent (5%) of the original contract unit pricing.

2. COMPENSATION AND PRICING

City and Contractor agree to the following set pricing/rates for the duration of this Contract.

- Standard Unit Rental (monthly) - \$XX per unit, (includes weekly service)
Delivery and Pickup - \$XX per load (Includes multiple unit orders. Cost per load should include the total for both delivery and pickup.)
- ADA Unit Rental (monthly) - \$XX per unit, (includes weekly service)
Delivery and Pickup - \$XX per load (Includes multiple unit orders. Cost per load should include the total for both delivery and pickup.)
- Standard Unit Rental (weekend*) - \$XX per unit (includes daily service)
Delivery and Pickup - \$XX per load (Includes multiple unit orders. Cost per load should include the total for both delivery and pickup.)
*Weekend is considered Friday delivery with Monday pickup.
- ADA Unit Rental (weekend*) - \$XX per unit (includes daily service)
Delivery and Pickup - \$XX per load (Includes multiple unit orders. Cost per load should include the total for both delivery and pickup.)
*Weekend is considered Friday delivery with Monday pickup.

- Emergency Unit Rental (same day delivery) - \$XX (Includes next day service and all delivery and pickup charges.)
- Temporary Restroom Trailer, (includes daily service) - \$XX daily + \$XX pump out Delivery and Pickup Total - \$XX (\$XX each way).
- City may decline the option for public site insurance.

There shall not be any increase throughout the duration of the Contract as to the above-stated pricing.

Contractor shall be paid only for products and services actually provided and invoiced to City.

3. EMPLOYMENT. City hereby agrees to retain and employ Contractor, as an independent contractor, and Contractor hereby agrees to serve the City pursuant to such capacity.

4. SCOPE OF SERVICES. Contractor shall be responsible for the Scope of Services described in Exhibit A to this Contract.

5. PROFESSIONAL STANDARDS. Contractor shall be responsible for the level of competency presently maintained by other practicing companies in the same type of work in this locality or adjacent areas.

6. EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall strictly abide by all local, state, and federal equal employment opportunity laws and policies relating to the establishment of non-discrimination in hiring and employment practices, and assuring the service of all clients, customers or involved members of the public without discrimination.

7. PREVAILING WAGES. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor and comply with Chapter 39.12 of the Revised Code of Washington (RCW), as well as any other applicable prevailing wage rate provisions. A copy of the applicable wage rates is available for viewing in our office. A hard copy of the applicable wage rates will be mailed upon request.

The following is the URL to the Department of Labor & Industries prevailing wage rates pages: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

8. RESTRICTION AGAINST ASSIGNMENT. Contractor shall not assign this Contract or any interest herein, nor any money due or to become due hereunder without first obtaining the consent of City. Contractor shall not subcontract part of the services to be performed under the terms of this contract.

9. CONTINUATION OF PERFORMANCE. In the event that any dispute or conflict arises between the Parties regarding any of the performance of Contractor while this Contract is in effect, Contractor agrees that, notwithstanding such dispute or conflict, Contractor shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

10. TERMINATION OF CONTRACT. Either City or Contractor may terminate the work in the event the other party fails to perform in accordance with the provisions of this Contract. Termination of this Contract is accomplished by either party giving the other party written notice of such termination, specifying the reason for the termination, the extent and effective date thereof, by not sooner than thirty

(30) days from date of such notice, providing that the Contractor shall complete and be compensated for any duties previously assigned and accepted.

11. CONTRACT ADMINISTRATION. This Contract shall be administered by Vendor Contact Name on behalf of Contractor and by Michael Fitzpatrick on behalf of City. Any written notices required by terms of this Contract shall be served or mailed as follows:

TO THE CITY:

Michael Fitzpatrick
City of SeaTac
Parks, Community Programs & Services
4800 South 188th Street
SeaTac, WA 98188-8605
Phone: 206.973.4671
E-mail: mfitzpatrick@seatacwa.gov

TO THE CONTRACTOR:

Contact Name
Vendor Name
Vendor Address
City, State, Zip
Phone:
Email:

12. CONSTRUCTION AND VENUE AND DISPUTE RESOLUTION. This Contract shall be construed in accordance with the laws of the State of Washington. It is agreed that King County, Washington shall be the venue for any arbitration or lawsuit arising out of this Contract. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this Contract until the Parties have exhausted the arbitration procedures required in the following paragraph.

If a dispute arises from or relates to this Contract or the breach thereof, and if the dispute cannot be resolved through direct negotiations between the Parties, then the Parties agree to first settle their dispute by arbitration, which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association. All fees and expenses for arbitration shall be borne equally by the Parties. Each party shall bear the expenses of its own counsel, experts, witnesses, and preparation of evidence.

13. INDEMNIFICATION. Contractor shall defend, indemnify, and hold harmless City, its officials, officers, directors, employees, volunteers, and agents from any and all claims, injuries, damages, losses, or suits, including all legal costs and attorney's fees, arising out of or in connection with Contractor's performance of this Agreement, except for injuries and damages caused by City's sole negligence.

14. INSURANCE. Contractor shall procure and maintain insurance as outlined below for the duration of this Agreement. Any Commercial General Liability and Automobile Liability insurance policies obtained shall be underwritten by insurance companies which have an A.M. Best's rating of A VII or better, licensed to do business in the State of Washington. Liability insurance policies shall specifically name City, its elected or appointed officials, officers, employees, and volunteers as Primary Non-Contributory Additional Insureds of said policies.

Contractor shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by City. Contractor shall file with City a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements.

The types and limits insurance are as follows:

COMMERCIAL GENERAL LIABILITY-Comprehensive Form

\$1,000,000 per occurrence liability/\$2,000,000 annual aggregate

Stop Gap Liability \$1,000,000

Primary Non-Contributory Additional Insured coverage for the City of SeaTac, and its officers, officials, employees, and volunteers.

AUTOMOBILE LIABILITY

\$1,000,000 per accident bodily injury and property damage liability, including any owned, hired, or non-owned automobile.

PROFESSIONAL LIABILITY, ERRORS & OMISSIONS

\$1,000,000 per occurrence, and in the aggregate

WORKER'S COMPENSATION

Employees of Contractor and Subcontractors are to be insured under Washington State Industrial Insurance.

The General Aggregate provision of Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.

Failure of Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of this Contract.

15. BACKGROUND CHECKS. City may request that third parties perform reference and background checks upon execution of this Contract, or during any time this Contract is in effect. All reference and background checks will be performed in accordance with applicable federal and/or state laws.

Reference and background checks include volunteer history and education verification, criminal history, social security number verification and sex offender registry review, where available, and licensure and motor vehicle record if appropriate to the position. In conducting reference and background checks, City may use consumer reporting agencies to gather and report information in the form of consumer or investigative consumer reports. All reference and background check results will be maintained in a confidential file.

City expects Contractor to completely cooperate with reference and background checks. Cooperation includes, among other things, providing written consent to conduct a reference and background check and responding with truthful and complete information to inquiries made by City or third-party investigators during the reference and background check process. Failure to cooperate in these respects, or any attempt to interfere with implementation of this policy, or City's efforts to obtain relevant information, will result in termination of this Contract.

16. MERGER AND AMENDMENT. This Contract contains the entire understanding of the Parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by all Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this contract.

CITY OF SEATAC

CONTRACTOR

By: _____

By: _____

Print Name: Lawrence Ellis

Print Name: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

SAMPLE