

March 28, 2022

Call For Bids
Portable Toilet Services
For 2022 & 2023

The City of Tonasket will accept sealed bids for Portable Toilet Service at the City Clerk's office until 1:00 pm April 8, 2022.

The portable toilet service will be for History Park, Chief Tonasket Park and various other City sites upon request.

Contracts and bid forms are available at the City Clerks office, 209 S. Whitcomb Ave, Tonasket, WA and on City's website tonasketwa.gov.

The city reserves the right to reject any and all bids and to waive any informalities.

Alice J. Attwood
Clerk-Treasurer

PORTABLE TOILET SERVICES BID FORM

I submit the following bid for supplying portable toilets for the City of Tonasket, for 2022 and 2023.

	Cost per month Without tax
1 Portable ADA/Wheelchair Accessible Toilet at City Cemetery	_____
1 Portable Toilet at History Park (City Pool)	_____
1 Portable Toilet at the Skate Park (Chief Tonasket Park)	_____
1 Portable Toilet at the Baseball field (Chief Tonasket Park)	_____
Other toilets will be requested to be installed and removed upon request depending on activities that will require them.	_____ each

Company Name

Address

City

Phone number

Authorized Signature

PORTABLE TOILET SERVICES CONTRACT

THIS CONTRACT, entered into this _____ day of _____, 2022 by and between the City of Tonasket, hereinafter called the CITY, and _____, hereinafter called the CONTRACTOR,

WITNESSETH:

WHEREAS, the CITY desires to engage the contractor to perform certain tasks hereinafter set forth,

NOW, THEREFORE, in consideration of the covenants, conditions, and promises hereinafter contained, THE PARTIES CONTRACT AND AGREE AS FOLLOWS:

- 1) This CONTRACT shall be effective for the period _____, to _____.
- 2) The CITY shall pay the CONTRACTOR as shown on bid form.
- 3) The CONTRACTOR shall be responsible for all phases of portable toilet services for the CITY, including maintenance, repairs and/or replacement but not necessarily limited to:

Peak Months April 1 – October 1 CONTRACTOR Shall Clean and Service:

1 Portable ADA/Wheelchair Accessible Toilet at the City Cemetery

1 Portable Toilet at History Park (City Pool)

1 Portable Toilet at the Skate Park (Chief Tonasket Park)

1 Portable Toilet at the Baseball field (Chief Tonasket Park)

Other toilets will be requested to be installed and removed upon request depending on activities that will require them.

The CONTRACTOR shall transport all portable toilet waste, sewage waste, to the CONTRACTOR's approved dumping site.

The CONTRACTOR shall be responsible for necessary equipment and shall be responsible for providing all supplies needed such as, but not limited to, cleaners, toilet paper, air freshener, etc.

The CONTRACTOR shall service all Portable Toilets at least once per week or as directed by the City. CONTRACTOR shall submit weekly service logs for all portable toilets upon submitting monthly statement to the City.

The CONTRACTOR shall be responsible for their own records and agrees to pay all wages and taxes due to and for employees that have been hired, i.e., FICA, L&I, etc.

4) The CONTRACTOR agrees to maintain such insurance as will fully protect both the CONTRACTOR and the CITY from any and all claims under any Workman's Compensation Act or employer's liability laws, and to maintain liability insurance with minimum limits of \$250,000 from any and all claims of whatsoever kind or nature for the damage to property, or for personal injury, including death, made by anyone whomsoever that may arise from operations carried out under this contract, either by the CONTRACTOR, his agents or employees, or by anyone directly or indirectly engaged or employed by him. In addition, the CONTRACTOR agrees to provide the CITY with certificates evidencing the required coverage before CONTRACTOR begins work hereunder.

5) The work and services provided for herein shall be performed by the CONTRACTOR or his bonded employees and no other firm or subcontractor shall be engaged to perform such services without the express written permission of the CITY, provided that this provision shall not apply to clerical and/or similar incidental services needed by the CONTRACTOR to assist in the performance of this agreement. In the event that any portion of the services to be provided under this contract are provided by a Subcontractor, the Subcontractor must provide an approved Statement of Intent to Pay Prevailing Wages, and an approved Affidavit of Wages Paid for all work done by the Subcontractor.

6) The CITY's representative, for purposes of administering this contract, shall be the City Clerk.

7) The CONTRACTOR shall submit an approved Statement of Intent to Pay Prevailing Wages from the Department of Labor and Industries before beginning to provide services under this CONTRACT. CONTRACTOR shall submit an approved Affidavit of Wages Paid annually.

8) If, through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligation under this contract, or, if the CONTRACTOR shall violate any of the provisions of this agreement, the CITY shall thereupon have the right to terminate this CONTRACT upon the giving of seventy-two (72) hours written notice to the CONTRACTOR describing such defaults or violation. Provided, that the CITY shall pay the CONTRACTOR for all phases or portions of phases already completed under this contract.

9) The CONTRACTOR shall not be deemed to be an employee of the CITY.

10) The CITY's failure to insist upon strict performance of any provision of this contract, or to exercise any right based upon a breach thereof, shall not constitute a waiver of any right under this contract.

11) The CONTRACTOR agrees to indemnify and hold harmless the CITY, its officers, agents, and employees against any and all damages and claims resulting, or allegedly resulting, from the contractor's performance or lack of performance hereunder.

12) This CONTRACT shall be construed and enforced in accordance with the laws of the State of Washington, and venue of any suit between the parties arising out of this contract shall be in Okanogan County, Washington.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have executed this contract as of the day and year first-above written.

C O N T R A C T O R :

CITY OF TONASKET,
a municipal corporation:

By: _____

René Maldonado, Mayor

P. O. Box 487

Tonasket, WA 98855

UBI No. _____

By: _____

Alice Attwood, City Clerk-Treasurer

TIN: _____