KingCounty

Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
SEATTLE, WA 98104

206-263-9400 Ph
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

CONTRACTOR:
NORTHWEST CASCADE INC
PO BOX 73399

PUYALLUP, WA 98373 United States
Fax: (253) 8482399

CONTRACT

CONTRACT NO.	REVISION	PAGE
5688925	0	1 of 1

CREATION DATE	BUYER
12-JUN-2014	PATRICIA REID
DATE OF REVISION	BUYER

SHIP TO:
KC DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

BILL TO:
KC DES FBOD ACCOUNTS PAYABLE
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
1637	NET30DAYS	Paid	DESTINATION	UPS	Telephone: (253) 848-2371

DESCRIPTION

Contract Purchase Agreement

Furnish Rental & Servicing of Portable Tilets Citywide during the period June 1, 2014 through May 31, 2019, in accordance with City of Seattle Contract Number 0000003267, incorporated by reference as if fully set forth herein.

Individual Standard Purchase orders with unique Purchase Order numbers referencing this contract purchase agreement will be issued by King County to authorize the purchase and payment
and payment of goods and services.

All invoices must reference the Individual Standard Purchase Order Number to avoid delay in payments.

Authorized Signature

City Purchasing

General Information 206-684-0444

Current Contract Information

ALERTS

This contract is not intended for anything that is more properly classified as Public Works.
This contract is limited to only those items expressly provided for in this contract.
Do not use for federally funded purchases without a specific review for your grant funding requirements.

Contract Title **RENTAL & SERVICING OF PORTABLE TOILETS CITYWIDE**			Contract # **0000003267**
Buyer	Name: David Stubblefield	Phone: 684-0452	E-Mail:david.stubblefield@seattle.gov
Vendor	**Northwest Cascade Inc. dba Honeybucket**		ID# 0000002935
Vendor Address	PO BOX 73399, Puyallup, WA		Zip 98373
Vendor Contact	Name: Tim Petersen,		
	Phone: 253-606-2855	Fax: 253-863-0522	E-Mail: timpetersen@honeybucket.com
WMBE Status	No WMBE ownership		
Description	This contract is a result of an Invitation to Bid conducted 03/14/2014.		
Contract Term	06/01/2014 through 05/31/2019		
Future Extension Option	One Two Year Extension Option		
Freight Terms	Destination, prepaid & added		
Prompt Pay Discount	Net 30		
Delivery ARO	Varies		
Order Instructions	All City Departments	Order Limit: N/A	
Contracting Options	☒This is one of several contracts awarded for this product. The City may select among any of the following: #0000003294 – United Site Services #0000003267 - NW Cascade		
Comprehensive Contract 0000003267v.pdf	Current Pricing 0000003267va1.pdf Note: ADA units are priced with the upcharge listed as the total cost.	Original RFP ITB CTY-3247.doc	

Contract Change History		
	Contract Start Date	06/01/2014
	Change Order #1	
	Change Order #2	
	Change Order #3	

Vendor Emergency Contact Information	
Emergency Contact Name	Eric Wright
Emergency Phone Number	253-405-1535
Back-Up Emergency Phone Number	1-800-444-2371
Contact information for company locations areas outside Seattle that can be called upon in an emergency Alternative Address	10412 John Bananola Way East Puyallup, WA 98374

1143-14

5688925

VENDOR CONTRACT

The City of Seattle
PURCHASING SERVICES
700 – 5th Ave #4112
P.O. Box 94687
Seattle, WA 98124-4687

Vendor Contract #		Date	Change Order #
0000003267		05/21/2014	
Payment Terms Net 30 Days	Freight Terms		
Buyer: David Stubblefield		FAX: 206-233-5155	Phone: 206-684-0452

Vendor #: 0000002935
Northwest Cascade, Inc. dba
Honeybucket
PO Box 73399
Puyallup, WA 98373

Contact: Tim Petersen
Phone # 253-606-2855
Fax # 253-863-0522
Email: timpetersen@honeybucket.com

Ship To: Ordering City Department

Bill To: Ordering City Department
(See City Invoice Guide, enclosed)

NORTHWEST CASCADE, INC. dba HONEYBUCKET, was awarded a contract as a result of an Invitation to Bid (ITB) process conducted by the City of Seattle on 03/14/2014 for RENTAL AND SERVICING OF PORTABLE TOILETS CITYWIDE. The contract with the City is for a five (5) year term, with a two year renewal option per Pricing Sheet, Attachment #1, City of Seattle Terms & Conditions, Attachment #2 and in accordance with City of Seattle ITB CTY-3247.

Original Contract Term: 06/01/2014 – 05/31/2019

Orders shall be placed by DEPARTMENT REPRESENTATIVES. Invoices shall be mailed in duplicate to the DEPARTMENT PLACING THE ORDER, Attn: Accounts Payable, per attached list (or a/p address). Each invoice shall indicate Contract #0000003267. The City does not guarantee utilization of this contract. The City may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the City. Contract may be canceled upon thirty (30) day written notice.
Requests for price increases shall be considered only immediately prior to a contract anniversary period, as follows: Requests for price increases shall be considered when provided at least 45-days prior to the contract anniversary date, and shall take effect on the contract anniversary date. Requests by the Contractor shall be given to the Buyer in writing, and shall demonstrate the following:

- Price request shall be no greater than the total of changes to the CPI Index for King County or other pricing index appropriate to the particular product or service;
- Not produce a higher profit margin than that on the original contract;
- Clearly identify the items impacted by the increase;
- Be accompanied by documentation acceptable to the Buyer sufficient to warrant the increase;
- And remain firm for a minimum of 365 days.
- The request shall be considered by the Buyer and may be accepted or rejected. Failure to submit a price request at least 45-days prior to the contract anniversary date, shall result in a continuation of all existing pricing on the contract until the next contract anniversary date. The decision to accept any price increase will be at the sole discretion of the Buyer.

Authorized Signature/Date
David Stubblefield 5/23/14

The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or for other circumstances beyond the control of both parties, in the opinion of the Buyer. David Stubblefield is the buyer on this contract and can be reached at (206)684-0452.

This contract may be further expanded to include any sanitary services normally provided by the contractor, so long as the price of such additional services are based on the same cost/profit formula as the listed items.

Performance Clause for Rental and Servicing of Portable Toilets Citywide

Safety and Health Violations: Because Safety and Health of the public, city employees and the environment is important to the City of Seattle, and improper handling procedures and waste product spillage is a great concern in the Servicing of Portable Toilets, the following notifications for violations of the Standards identified by the Portable Sanitation Association International and Seattle/King County Health and Safety Codes are hereby incorporated by reference as part of this contract. Upon notification of a violation by any department, agent or agency of the City of Seattle, the Contractor will be given a First Notification and provided 10 working days to correct the deficiency. A report of a second, similar violation will result in a Second Notification. Upon a Second Notification, the Contractor will be placed on Notice of Violation and possible suspension of the contract should the violation be repeated a third time. A third violation of a similar violation will result in a Third and final notice. The Third and final notification of a violation will be a Notification of Termination of the Contract. All notices will be written and are cumulative for the full term of the contract.

Authorized Signature/Date

BID OFFER SHEET
Page 1 of 3

City of Seattle
ITB #CTY-3247
Title: Portable Toilet Rental and Servicing

Rental & Service of Temporary Toilets (various locations)

Daily rental fee per standard unit	$ 40.00 /Ea
Daily Upcharge for ADA	$60.00 /Ea
Weekly rental fee per standard unit (including once per week service)*	$47.00 /Ea
Weekly rental fee per standard unit (including twice per week service)*	$80.00 /Ea
Weekly Upcharge for ADA unit*	$ 95.00 /Ea
Monthly rental fee per standard unit (including once per week service)**	$65.00 /Ea
Monthly rental fee per standard unit (including twice per week service)**	$115.00 /Ea
Monthly Upcharge for ADA unit**	$ 145.00 /Ea
Emergency/non-scheduled servicing per occasion***	$ 25.00 /Ea
Delivery Charge	$ 25.00/Ea
Removal Charge	$ 00.00 /Ea
Delivery within 24 hours	$ 00.00 /Ea
Special event rental: Six days or less, Minimum charge per unit. (Plus delivery & removal)	$ 40.00 /Ea
Emergency delivery charge on weekends	$ 40.00 /Ea
Holidays and after hours (Plus delivery & removal)	$ 50.00 /Ea
Minor, In Field Repairs that are Labor Intensive	$ 35.00 /Hr
Minor, Off-Site Repairs that are Labor Intensive	$ 35.00 /Hr

* Weekly rental is defined as a rental for 6 consecutive days
** Monthly rental is defined as a rental for 30 consecutive days.
*** These charges do not apply for physical malicious damage or vandalism to the portable toilets.

City of Seattle liability for significant damages or vandalism shall be for all replacement of parts with a maximum liability of $ 750.00 per unit.

If specific placement of toilets is required by the requesting department, an authorized City employee will identify the exact placement location of each unit.

Servicing of Truck Mounted Chemical Toilets

Service of truck mounted chemical toilets (per truck per service)	$ 22.00 /Ea
Special on call service per unit	$ 22.00 /Ea
Service on Saturdays, Sundays and Holidays	$ 35.00 /Hr

Hours of Operation: 7:00 AM to 5:30 PM Monday through Friday (excluding holidays) 24 hours as needed.

Long Term Rental & Servicing of Accessible Public Portable Toilets

Location	Service	Days	
On Thomas St. West of 2nd Avenue, Seattle Center	1 time daily	7 days/week	$898.42_/Mo
*Sidewalk adjacent to Lake City Park on the south side of N.E. 125th Street at Lake City Way N.E., Lake City Park	1 time daily	5 days/week	$ 647.28/Mo
*South sidewalk of S.W. Alaska at California Avenue S.W., Metro Bus Zone	1 time daily	7 days/week	$898.42_/Mo
Ballard Commons Park – 57th Ave NW and 22nd	2 times daily	7days/week	$1,777.41_/ Mo

* Units that have metal facades

Rental of Truck/Trailer Mounted Units*

Rental of truck/trailer mounted chemical toilets (per truck/trailer per service)	$ 125.00/Ea
Special on call service per unit	$ 25.00/Ea
Service on Saturdays, Sundays and Holidays	$ 35.00 /Hr

*Rental pricing of truck/trailer mounted units **will not be included in the evaluation for award.**

SERVICING OF CITY-OWNED PORTABLE TOILETS AND HOLDING VAULTS AT CEDAR FALLS WATERSHED

(With the exception of the 4 Vaults at
Rattle Snake Lake - Recharging & Cleaning only)
Seattle Public Utilities to request on-call servicing, as required. City contact person is Neil Ditrani at (206)233-1519. Work at Cedar Falls **will not be included in the evaluation for award.**

Service to include pumping and sanitizing

1 through 9 Units	$30.00 /Ea
10 Units +	$ 30.00 /Ea
Future vault toilet installations at Rattlesnake Lake Recreation Area	$160.00 /Hr

RENTAL & SERVICING OF TEMPORARY TOILETS AT CEDAR FALLS WATERSHEDS

(Only by request of Seattle Public Utilities)

Cedar Falls Rental and Service

Rental for 1 Regular Unit with Service Once a Month	$ 65.00 /Ea
Rental for 1 Trailer Mounted Unit Service Once a Month	$ 125.00 /Ea
Minor, In Field Repairs that are Labor Intensive	$35.00 /Hr
Minor, Off-Site Repairs that are Labor Intensive	$ 35.00/Hr

Requirements:

1. Service request called in 5 days prior to service.
2. Contractor toilets delivered/picked-up and serviced at designated location.
3. Contractors or Watershed Employees would have to move the Unit as deemed necessary.
4. Additional services: $90.00 /per service.

*Plus a charge of per mile, round trip, beyond Seattle City limits will apply per trip not (per unit).

1. It is MANDATORY that you provide a Unit Price. If there is an error between the Unit Price and Extended Price, the City will correct the Extended Price.

2. The bid prices shall include and cover all duties, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax or Use Tax. Offer shall agree to all City contract Terms and Conditions without exception.

3. Do not mark, write-in or add any exceptions to the specifications, schedule, terms or conditions. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.

4. If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialled, the Buyer may reject your bid. Do not use whiteout.

5. Price Changes in future contract years shall be in accordance with the specifications. Whole sale and mark-up discount rates will not change through the life of the contract. Other price changes are restricted to the specifications stated in the solicitation and the contract.

6. Prompt Payment Discount: _____-0-____%_-0-___ days. Note: Prompt payment discount periods equal to or greater than 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by the amount of that discount.

7. Interlocal Agreement: The City of Seattle has entered into Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Vendor agree to provide this product or service to such agencies?

   Yes: X_ No: _____

8. Do not add travel time as an additional charge. Billing hours will begin when workers arrive at the jobsite.

By submitting this Bid, Vendor acknowledges he/she has read and understands the entire Invitation to Bid and agrees to comply with its terms and conditions. The Vendor also agrees to fulfill the offer made in their Bid through any subsequently awarded Contract.

Full Legal Name of Company: Northwest Cascade, Inc. dba Honeybucket

Signed By: Douglas J. Watt

Printed Name: Douglas J. Watt

Date: 04/10/2014