

**AGREEMENT FOR SALE AND DELIVERY OF GOODS**

**BETWEEN LEWIS COUNTY AND  
COMAC CORPORATION D.B.A. NIU TOILET**

This Contract is made and entered into by Lewis County, hereinafter referred to collectively as the "COUNTY," and Comac Corporation d.b.a. Niu Toilet, hereinafter refer to as the "CONTRACTOR." The COUNTY and the CONTRACTOR together, are hereinafter referred to as the "PARTIES."

Lewis County  
351 NW North St  
Chehalis WA 98532

Comac Corporation d.b.a. Niu Toilet  
833 Rue Beriault  
Longueuil, QC. J4G 1X7

**PURPOSE AND STATEMENT OF WORK**

COUNTY hereby enters into a contract agreement with CONTRACTOR to sell and deliver two trailers to 2015 NE Kresky Ave, Chehalis, WA, as set forth in the call for bids (attached as Exhibit A) and CONTRACTOR's bid accepted by the COUNTY (attached as Exhibit B).

CONTRACTOR provides such services as an independent contractor using CONTRACTOR'S own officers, agents, employees, or contractors. This Contract shall not be construed to make the COUNTY an employer or joint employer of CONTRACTOR or any of CONTRACTOR's officers, agents, employees, or contractors. Furthermore, Delivery shall be made at the CONTRACTOR's risk; the COUNTY shall neither accept responsibility nor liability for the trailers until they are successfully delivered to the site, regardless of when payment occurs.

**PERIOD OF PERFORMANCE**

The term of this Agreement shall commence on June 24, 2024 and shall, unless terminated or renewed as provided elsewhere in this Agreement, terminate on December 31, 2024, but may be extended by mutual agreement.

As specified in Exhibit A, CONTRACTOR shall accept payment on or before June 30, 2024 and shall deliver the trailers by November 2024, unless the COUNTY accepted CONTRACTOR's alternate bid for delivery after November 2024 in which case delivery shall occur as set forth in Exhibit B. CONTRACT shall inform the COUNTY at least 14 calendar days before delivery.

**COMPENSATION**

CONTRACTOR shall be paid consistent with Exhibit B. No additional compensation shall be paid; any increase in cost of performance for sale and delivery of the goods shall be borne by CONTRACTOR. No additional compensation shall be made if the successful bidder fails to supply trailers conforming to the specifications in Exhibit A and must re-supply conforming trailers.

## **BILLING PROCEDURES AND PAYMENT**

COUNTY shall pay CONTRACTOR by June 30, 2024 in accordance with Exhibit B. County shall have the right to reclaim such payment and other remedies as set forth in the termination clauses below.

## **MODIFICATIONS**

Either party may request changes in this Agreement. No modifications agreed to by the parties shall be effective until memorialized in a writing signed by each of the parties.

## **TERMINATION FOR DEFAULT**

If the CONTRACTOR defaults by failing to perform any of the obligations of this Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the COUNTY may, by depositing written notice to the CONTRACTOR in the U.S. mail, postage prepaid, terminate the Agreement, and at the COUNTY's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, COUNTY shall have the right to recover payment already made plus any extra cost or damage to the COUNTY resulting from such default(s), including consequential damages. The CONTRACTOR shall bear any extra expenses incurred by the COUNTY in completing the work, including all increased costs for completing the work, and all damage sustained or which may be sustained by the COUNTY by reason of such default. The COUNTY may also exercise the right of specific performance, in which case the CONTRACTOR shall bear any extra or unanticipated expenses incurred in performing.

Furthermore, and in addition to the foregoing, if CONTRACTOR defaults in performing the obligations of this Agreement with respect to delivery of goods conforming to the specifications agreed upon or the time for delivery agreed upon, CONTRACTOR shall be liable for liquidated damages of \$1,000.00 per day, plus prejudgment interest, until such time as CONTRACTOR cures the default or the COUNTY is able to obtain performance of the work elsewhere. For avoidance of doubt, these damages reasonably relate to the cost of obtaining substitute restrooms and showers for an emergency facility on short notice and the risk that the emergency facility would be deemed uninhabitable without these restrooms and showers.

If a notice of termination for default has been issued and it is later determined for any reason that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

## **TERMINATION FOR PUBLIC CONVENIENCE**

The COUNTY may terminate the Agreement in whole or in part if the COUNTY determines, in its sole discretion before delivery of the goods, that such termination is in the interests of the

COUNTY. Whenever the Agreement is terminated in accordance with this paragraph, the COUNTY shall be entitled to reclaim the amount paid to CONTRACTOR, except that CONTRACTOR shall be entitled to payment for actual work delivered at unit contract prices for completed items of work. An equitable adjustment in the Agreement price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or non-completed work. Termination of this Agreement by the COUNTY at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the COUNTY.

## **CONTRACT MANAGEMENT**

The Contract Manager for each of the PARTIES shall be the contact person for all communications and billings regarding the performance of this Contract.

The COUNTY representative shall be Justia Madrigal, 360 NW North St, Chehalis, WA 98532; 1-360-740-1284; justia.madrigal@lewiscountywa.gov.

The CONTRACTOR representative shall be Jeff Cohen, 833 Rue Beriault, Longueuil, QC. J4G 1X7, 1-514-444-3161, jeffc@niutoilet.com.

## **INDUSTRIAL INSURANCE**

With respect to the performance of this Contract, CONTRACTOR shall comply with Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that COUNTY shall have no obligations under that Title to any of CONTRACTOR's officers, agents, employees, or contractors.

## **INSURANCE**

CONTRACTOR shall provide:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Combined Single Limit shall be no less than \$2,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

The policy or policies to furnish the above insurance must list the COUNTY as “primary, non-contributory” additionally insured.

## **INDEMNITY**

CONTRACTOR agrees to indemnify, defend and hold COUNTY and COUNTY’S officials, employees, agents, volunteers, and insurers harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) to the extent caused by any negligent act, error, omission or the willful misconduct of CONTRACTOR or CONTRACTOR’S officers, agents, employees, or contractors.

CONTRACTOR’S indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations were mutually negotiated by the parties as a material inducement to enter into this Contract.

COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR’S indemnity obligations herein.

The indemnity obligations herein shall survive this Contract’s completion, expiration or termination.

## **SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications, which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

## **SURVIVAL OF CONTRACT**

This Contract shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and assigns. The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive.

## **ORDER OF PRECEDENCE**

This Contract is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Contract shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable

statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal laws and regulations,
- State law,
- Washington Administrative Code,
- This Contract, and
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

This Contract represents all the terms and conditions agreed upon by the PARTIES. No other statements or representations, written or oral, shall be deemed a part hereof.

### **CONFORMANCE AND CHOICE OF LAW**

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law. This Contract shall be construed under the laws of the State of Washington, except with respect to Washington's choice of law rules. Venue for any action arising out of this Contract or its performance shall be in the Superior Court of Washington in and for Lewis County.

### **TIME IS OF THE ESSENCE**

Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.

### **DELEGATION OF SAFETY**

For the period in which delivery of the goods occurs, COUNTY delegates to CONTRACTOR, and CONTRACTOR agrees to assume, any duty COUNTY has to exercise reasonable care to make the premises and work area safe, and CONTRACTOR agrees to: abide by all applicable laws, be solely responsible for health and safety of all persons providing service, and if necessary create and post a site-specific worker safety plan in advance of gaining access to the work area. CONTRACTOR represents that it is a professional delivery company with the knowledge and experience to reasonably assume such a delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees.

### **INTERPRETATION**

All parties contributed materially to the preparation and negotiation of this Agreement, and this Agreement is not to be construed against any party.

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Parties on all these subjects. This Agreement may not be modified, interpreted, waived, or revoked orally, but only by a writing signed by both Parties. This Agreement supersedes and replaces all prior agreements, discussions, and representations on all these subjects, any and all of which are merged into and superseded by this Agreement. No Party is entering into this Agreement in reliance upon any oral or written promises, inducements, representations, understandings, interpretations, or agreements, other than those contained in this Agreement.

## **ASSIGNMENT OR SUBCONTRACTING**

No portion of this agreement may be assigned or subcontracted to any other individual, firm, or entity by CONTRACTOR without COUNTY's express and prior written approval. Notwithstanding any assignment or delegation by CONTRACTOR concerning this Agreement, whether with or without the COUNTY's consent, CONTRACTOR shall nevertheless remain primarily liable to COUNTY for all of its obligations hereunder notwithstanding any written provision to the contrary.

## **AUTHORITY**

The parties each acknowledge, represent, and warrant that they have the full right, power, and authority to enter into this agreement. Each person signing this agreement on behalf of an entity represents and warrants that he or she has the full right, power, and authority to bind their respective entity, their respective entity has approved this Agreement and authorized them to sign it, and their respective entity is duly formed and in good standing.

## **APPROVAL**

This Contract shall be subject to the written approval of the COUNTY authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both PARTIES.

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract.

## **PUBLIC RECORDS COMPLIANCE**

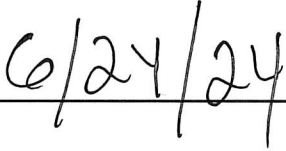
CONTRACTOR shall assist COUNTY and fully cooperate with COUNTY to fulfill all of COUNTY's obligations under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington) concerning any request made to COUNTY that concerns records possessed by CONTRACTOR by timely and fully responding and providing documents and records in response to COUNTY's request for the same. The obligations created by this section shall survive the termination of this Agreement.

[Signatures appear on the following page.]

**LEWIS COUNTY**



Meja Handlen  
Director of Public Health & Social Services  
Subject to later ratification by the  
Board of County Commissioners



DATE

**COMAC CORPORATION D.B.A. NIU TOILET**



Jeff Cohen  
Sales Manager

06-22-2024

DATE

# **Exhibit A**

Call for Bids – Sale and Delivery of a Restroom  
Trailer and Shower/Combo Trailer





## County Administration

2024\_Homeless\_Services\_Restrooms-Showers

CALL FOR BIDS: SALE AND DELIVERY OF A RESTROOM TRAILER AND  
SHOWER/COMBO TRAILER

Lewis County

# 1. CALL FOR BIDS

## 1.1. Summary

Call for Bids: Sale and Delivery of a Restroom Trailer and Shower/Combo Trailer. The project name is: "2024\_Homeless\_Services\_Restrooms-Showers"

Location of work: 2015 NE Kresky Ave, Chehalis, WA

NOTICE IS HEREBY GIVEN that Lewis County is seeking bids for two trailers (an ADA-plus-2 restroom trailer and a shower/combo trailer) as further described herein. Bids are due on June 20, 2024 at 9:00AM, and will be opened and publicly read aloud at or after June 20, 2024 at 10:00AM. The Bid Opening will take place in the Historical Courthouse, 351 NW North St, on the 2nd floor in the Board of County Commissioners Hearing Room.

Each bid shall be in accordance with the plans, specifications, and other documents herein, and as available through the procurement portal at: <https://procurement.opengov.com/portal/lewiscountywa>.

Contact Person: Eric Eisenberg, Housing & Infrastructure Specialist, (360) 740-1235, [eric.eisenberg@lewiscountywa.gov](mailto:eric.eisenberg@lewiscountywa.gov)

Each bid shall be accompanied by a signed non-collusion affidavit and a signed bid form. Bids submitted without signature but otherwise complete will be given a reasonable cure period to submit signature.

Bids must be submitted electronically through the procurement portal at <https://procurement.opengov.com/portal/lewiscountywa>, or emailed to [Eric.Eisenberg@lewiscountywa.gov](mailto:Eric.Eisenberg@lewiscountywa.gov), no later than 9:00 am on Thursday, June 20, 2024. Bids submitted after the due date will not be accepted.

The Lewis County Administration in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

## 1.2. Background

Lewis County seeks to purchase an ADA-plus-2 restroom trailer and a shower/combo trailer to provide restroom services to people experiencing homelessness. These trailers will be delivered to and will usually remain at 2015 NE Kresky Ave, Chehalis, WA to be available to those staying at a night-by-night homeless shelter there. But, the trailers are to be fully mobile, with hitches, so that they may be moved to off-site locations as needed to serve the homeless

population, such as when a natural disaster (like a wildfire) renders people in a particular area homeless and in need of portable restrooms and/or showers while they are rehoused.

Specifications for the trailers are attached to this call for bids. Bidders must accept payment by June 30, 2024 but need not deliver the trailers until November 2024. Bidders may submit an alternate bid for delivery after November 2024, but must also submit a bid for delivery by November 2024 .

1.3. Contact Information

**Eric Eisenberg**

Housing & Infrastructure Specialist

Email: [eric.eisenberg@lewiscountywa.gov](mailto:eric.eisenberg@lewiscountywa.gov)

Phone: [\(360\) 740-1235](tel:(360)740-1235)

**Department:**

County Administration

**Department Head:**

Rieva Lester

Clerk of the Board

1.4. Timeline

<b>Release Project Date</b>	June 5, 2024
<b>Question Submission Deadline</b>	June 14, 2024, 12:00pm
<b>Proposal Submission Deadline</b>	June 20, 2024, 9:00am Electronic submission via OpenGov or to <a href="mailto:eric.eisenberg@lewiscountywa.gov">eric.eisenberg@lewiscountywa.gov</a>

**2. Instructions To Bidders**

**FOR LEWIS COUNTY County Administration Calls for Bids for Goods**

**PART 0 - GENERAL CONDITIONS**

Please review the scope of work, vendor questionnaire, and attachments, and then submit a mandatory bid in accordance with the information therein. Alternate bids are acceptable, and are described in the same documents. But, bidders must supply the mandatory bid for any alternates to be considered, even if they believe that it would be impossible or foolish for the County to accept the mandatory bid instead of the alternate(s).

**3. Scope of Work**

### 3.1. Compensation

Compensation will be made by June 30, 2024 as per the amount of the selected bidder for sale and delivery of goods conforming to the attached specifications, plus Washington State Sales Tax. Delivery of the trailers need not occur until November 2024.

### 3.2. Sale and delivery of ADA-plus-2 restroom trailer and shower/combo trailer

Please see the Attachments section for a description of the two trailers needed and their specifications. The specifications detail a mandatory bid (and ADA-Plus-2 restroom trailer and a Shower/Combo trailer) and also allow for the submission of alternate bids in addition to the mandatory bid. Bidders must submit a mandatory bid for any alternates to be considered, even if the bidder anticipates that the County would accept the alternate and not the mandatory bid.

### 3.3. Additional notices

Lewis County reserves the right to extend the submittal date and/or the opening date upon notice to bidders and potential bidders through OpenGov, without further newspaper publication.

### 3.4. Award Information

Having received and opened the bids, the County reserves the right to:

- waive bidding irregularities, especially if no conforming bid is received;
- reject all bids;
- seek additional information from all bidders equally within a specified time period;
- accept the lowest responsible bid for the mandatory bid meeting the specifications herein;
- accept one or more of the alternate bids, either in addition to or in lieu of the mandatory bid; or
- any combination thereof.

## 4. **Vendor Questionnaire**

### 4.1. Affirmation of Timeline\*

My firm will accept payment by June 30, 2024 and will deliver the trailers by November 2024 (unless my alternate bid for after November 2024 is selected).

Please confirm

\*Response required

### 4.2. Risk allocation\*

Delivery shall be made at the bidder's risk; the County shall neither accept responsibility nor liability for the trailers until they are successfully delivered to the site, regardless of when payment occurs. No additional compensation shall be made if the successful bidder fails to supply trailers conforming to these specifications and must re-supply conforming trailers.

Please confirm

\*Response required

4.3. Public Agency Debarment or Suspension\*

Bidder shall not have been debarred or suspended by any Public agency within the last two (2) years.

Please confirm

\*Response required

4.4. Non-Collusion Affidavit\*

Please download the below documents, complete, and upload.

- Non Collusion Affidavit.pdf

\*Response required

4.5. Bid Upload\*

Please upload your bid for sale of the ADA-plus-2 restroom trailer and the shower/combo trailer described herein, with delivery by November 2024. Please include 8.2% sales tax as a line item. You may additionally submit alternate bids as described in the specifications, such as for delivery after November 2024 or for trailers with additional features. **Don't forget to have an authorized person sign your bid to make it effective!**

\*Response required

4.6. Floor Plan and Photos of ADA-Plus-2 Trailer Model\*

Please upload the floor plan and at least two representative photos of an ADA-Plus-2 trailer substantially the same as the one in your quote. It need not be the exact same trailer, but it must be substantially the same model.

\*Response required

4.7. Floor Plan and Photos of Shower/Combo Trailer Model\*

Please upload the floor plan and at least two representative photos of a Shower/Combo trailer substantially the same as the one in your quote. It need not be the exact same trailer, but it must be substantially the same model.

\*Response required

4.8. Sample Contract

Please download and review the attached sample contract. No upload is necessary.

- 2024.06.04 ADA-plus-2 and s...



# **Specifications for Call for Bids: Sale and Delivery of a Restroom Trailer and Shower/Combo Trailer**

Project name: "2024\_Homeless\_Services\_Restrooms-Showers"

Lewis County seeks to purchase an ADA-plus-2 restroom trailer and a shower/combo trailer to provide restroom services to people experiencing homelessness. These trailers will be delivered to and usually remain at 2015 NE Kresky Ave, Chehalis, WA to be available to those staying at a night-by-night homeless shelter there. But, the trailers are to be fully mobile, with hitches, so that they may be towed to off-site locations as needed to serve the homeless population—such as when a natural disaster (like a wildfire) renders people in a particular area homeless and in need of portable restrooms and/or showers while they are rehoused.

Two trailers are requested.

- The first trailer (ADA Plus 2) must contain an ADA-compliant restroom with a toilet and sink plus two additional restrooms (which need not be ADA-compliant) each with a toilet and sink. This trailer should be configured so that the whole trailer or the ADA portion of it can be hydraulically lowered so as to minimize the length of ramp needed for accessibility.
- The second trailer (Shower Combo) must contain four restrooms, each of which is lockable and contains a shower, toilet, and sink.

These trailers must be new. Bidders may submit an alternate in which one or both of these trailers is used and in very good condition, but they must submit a the mandatory bid for new trailers as well.

Both trailers must have interior lights. Both trailers must have tanks for water and wastewater to allow them to be temporarily used at locations not connected to utilities, but these trailers must be configured so that one can empty these tanks into utility hookups (ideally RV hookups, but city utility hookups are acceptable) if the trailers are located at one site for a period of time. Tanks primarily designed to be pumped by a septic truck, but which can be emptied into city utility or RV hookups if properly done according to manufacturer's directions, are acceptable.

Durability and ease of cleaning must be the motivating design factors, as opposed to richness of amenities. Floor drains and water-resistant floor and wall materials (such as FRP) are required. Metal fixtures are preferred; at a minimum, the sinks and shower pans must be metal (and other metal fixtures are welcome). The trailers must have onboard hot water capability, climate control (e.g., an A/C unit with heat strip), and a cold weather package for temperatures down to 10 degrees Fahrenheit.

Any stairs, steps, ramps, or platforms to access any room on either trailer ("accessways") should be included in the bid as part of the trailer cost. Making accessways a separate line item is acceptable. Such accessways must be portable and must be designed to move with the trailer with which they are associated. Each trailer should be no longer than 24 feet, not including any accessways.

The above are minimum specifications. Bidders are required to submit a bid to sell and deliver each of these trailers to Lewis County at 2015 NE Kresky Ave. Bidders must accept payment by June 30, 2024 but need not deliver the trailers until November 2024. Bidders may submit an alternate bid for delivery after November 2024, but must also submit a bid for delivery by November 2024.

Bidders may submit alternate bids that add features to one or both trailers beyond the mandatory specifications above, but only in addition to the mandatory bid required above. Bidding the mandatory bid, with an alternate consisting of a menu of upgrade items at specific costs, is acceptable.

Bidders must be licensed to transact business in Washington, licensed to engage in sale of the goods they purport to sell, and not suspended or debarred. They must follow all laws in carrying out the sale. They must have marketable title to and the present ability to sell the wares.

Bidders must have general liability insurance of \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate. They must have business auto coverage including owned, non-owned and hired autos with a coverage limits of no less than \$2,000,000 per accident, combined single limit. They must agree to indemnify Lewis County for any losses, claims, or other damages or expenses arising out of the Bidder's performance of this sale, except those due to the sole negligence of the County.

Delivery shall be made at the bidder's risk; the County shall neither accept responsibility nor liability for the trailers until they are successfully delivered to the site, regardless of when payment occurs. No additional compensation shall be made if the successful bidder fails to supply trailers conforming to these specifications and must re-supply conforming trailers.



**[Noncollusion form and sample contract from Call for Bids elided as being substantially identical to the noncollusion form submitted by Contractor and this contract, respectively.]**



# **Exhibit B**

CONTRACTOR's Bid, Accepted by COUNTY



Lewis County  
County Administration  
Rieva Lester, Clerk of the Board  
351 NW. North St, Chehalis, WA 98532

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## [NIU TOILET] RESPONSE DOCUMENT REPORT

CFB No. 2024\_Homeless\_Services\_Restrooms-Showers  
Call for Bids: Sale and Delivery of a Restroom Trailer and Shower/Combo Trailer

RESPONSE DEADLINE: June 20, 2024 at 9:00 am

Report Generated: Thursday, June 20, 2024

### Niu Toilet Response

#### CONTACT INFORMATION

**Company:**

Niu Toilet

**Email:**

jeffc@niutoilet.com

**Contact:**

Jeff Cohen

**Address:**

833 Rue Beriault  
Longueuil, Quebec J4G 1X7  
Canada

**Phone:**

(514) 444-3161

**Website:**

[www.niutoilet.com](http://www.niutoilet.com)

**Submission Date:**

Jun 19, 2024 12:59 PM

## ADDENDA CONFIRMATION

*No addenda issued*

## QUESTIONNAIRE

### 1. Affirmation of Timeline\*

My firm will accept payment by June 30, 2024 and will deliver the trailers by November 2024 (unless my alternate bid for after November 2024 is selected).

Confirmed

### 2. Risk allocation\*

Delivery shall be made at the bidder's risk; the County shall neither accept responsibility nor liability for the trailers until they are successfully delivered to the site, regardless of when payment occurs. No additional compensation shall be made if the successful bidder fails to supply trailers conforming to these specifications and must re-supply conforming trailers.

Confirmed

### 3. Public Agency Debarment or Suspension\*

Bidder shall not have been debarred or suspended by any Public agency within the last two (2) years.

Confirmed

### 4. Non-Collusion Affidavit\*

Please download the below documents, complete, and upload.

- [Non Collusion Affidavit.pdf](#)

Non\_Collusion\_Affidavit-filled\_in.pdf

### 5. Bid Upload\*

Please upload your bid for sale of the ADA-plus-2 restroom trailer and the shower/combo trailer described herein, with delivery by November 2024. Please include 8.2% sales tax as a line item. You may additionally submit alternate bids as described in the specifications, such as for delivery after November 2024 or for trailers with additional features. **Don't forget to have an authorized person sign your bid to make it effective!**

Lewis\_County-2024.06.04-\_NIU\_quote+\_Full\_proposal\_Info.pdf

### 6. Floor Plan and Photos of ADA-Plus-2 Trailer Model\*

Please upload the floor plan and at least two representative photos of an ADA-Plus-2 trailer substantially the same as the one in your quote. It need not be the exact same trailer, but it must be substantially the same model.

Niu\_Toilet-\_Mob\_3-\_m-w-ada.pdf

Mobilio\_3\_20\_men\_women\_toilet\_\_ADA\_\_page-0001.pdf

### 7. Floor Plan and Photos of Shower/Combo Trailer Model\*

Please upload the floor plan and at least two representative photos of a Shower/Combo trailer substantially the same as the one in your quote. It need not be the exact same trailer, but it must be substantially the same model.

Niu\_Toilet-\_Mobilio\_3-\_Shower+Toilet.pdf

trailer20x8\_-\_4\_station-SHOWER\_&\_TOILET\_page-0001.pdf

### 8. Sample Contract

Please download and review the attached sample contract. No upload is necessary.

- [2024.06.04 ADA-plus-2 and s...](#)

No response submitted

# NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON

COUNTY OF Lewis County

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to LEWIS COUNTY for consideration in the award of a contract on the improvement described as follows:

**Project Title: Call for Bids: Sale and Delivery of a Restroom Trailer and Shower/Combo Trailer, Project Name: "2024\_Homeless\_Services\_Restrooms-Showers."** Further, that this bid is not a sham or collusion, and in no respect or degree is the bid made in the interest or on behalf of any person, firm, or corporation not named in the Proposal containing such bid.

8540527 CANADA INC. / D.B.A. NIU TOILET

(CORPORATE SEAL)

Name of Firm

*Jeffrey Cohen*



Signature of Authorized Member

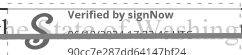
SWORN to before me this 19th day of June, 2024.

(SEAL)

*Candice Webster*

Candice Webster A Commissioner, etc., Province of Ontario for Robert Onley Law Expires October 11, 2025

Notary Public in and for the State of Washington



Residing at: 300-2 Simcoe St S, Oshawa, On L1H 8C1

My commission expires: October 11, 2025

SignNow e-signature ID: 8375efee7b...  
06/19/2024 17:31:22 UTC

Electronically signed & declared via online video before me in Ottawa, ON while the Affiant / Declarant was located in Pierrefonds on June 19, 2024, as per Ontario Reg. 431/20 & the Electronic Commerce Act.



June 10, 2024

**NIU TOILET PROPOSAL FOR:**

**Lewis County- "2024 Homeless Services Restrooms-Showers"**

**8540527 Canada Inc. D.B.A. NIU TOILET**

**About Us:**

NIU smart toilet is the latest division of Comac Corporation- a Canadian Corporation (established- 1984) specialized in manufacturing of smart toilets in North America. Our goal, to create the perfect mobile solutions with the highest efficiency at the lowest cost.

**ADDRESS:**

Comac Corporation- 833 Rue Beriault, Longueuil, QC. J4G 1X7 / 1-855-550-0303  
[www.niutoilet.com](http://www.niutoilet.com) / [www.comaccorporation.com](http://www.comaccorporation.com)

**Contact:** Jeff Cohen- 514-444-3161 [jeffc@niutoilet.com](mailto:jeffc@niutoilet.com)

**PREPARED BY: Jeffrey Cohen- Sales Manager-** *Jeffrey Cohen*

**Account types:**

We currently work with procurement groups across North America (Sourcewell/Canoe/Merx/Procurated/etc.) and supply school districts, government agencies (local and federal), military and police, fire/rescue, rental companies, emergency relief sector, and other markets/sectors. We are also a recognized supplier and registered in SAM.GOV.

- **All our units are custom built- so exact final design can be modified as to interior layout and the type, placement and number of accessories.**
- **Our units are dual connection- they are self-contained and/or can be connected to city services if available.**
- **Our units are made in Canada- and qualify under NAFTA- so there are no duties or taxes when shipped to U.S.A. Customer just needs to supply us a W-9 form and their TAX I.D. number.**

Thank you for considering NIU

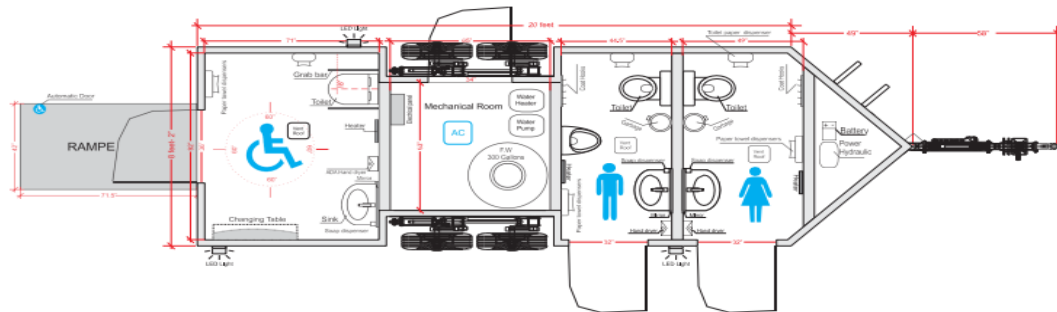
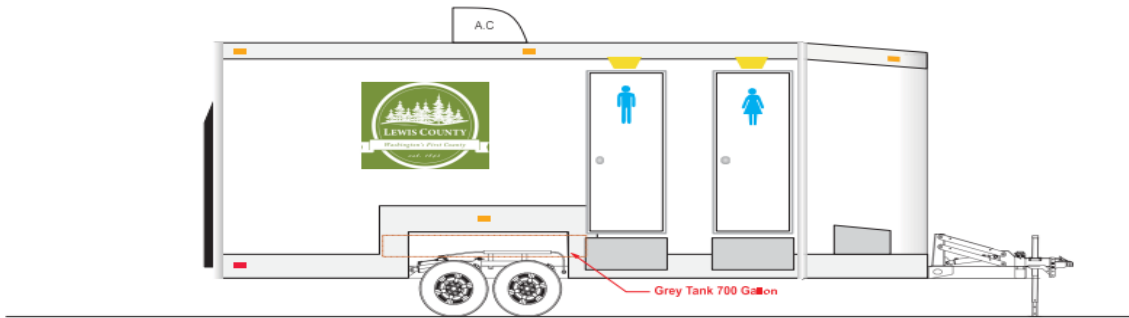
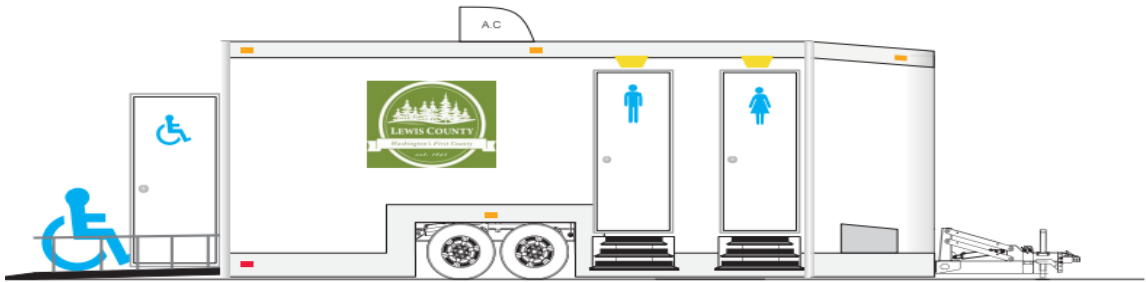


**Unit 1- 2024- Mobilio 3- 3 station- 8 x 20 x 8- ADA/M/W- washroom trailer**

**Price: \$56,400.00 DELIVERED**

LEAD time: 90-120 DAYS FROM RECEIPT OF PO.

- 1 Full men's washroom
- 1 Full women's washroom (W/Baby station)
- 1 Full ADA washroom (Full touchless with Automatic Doors and RVP extendable ramp)



Thank you for considering NIU



### **STANDARD FEATURES INCLUDED:**

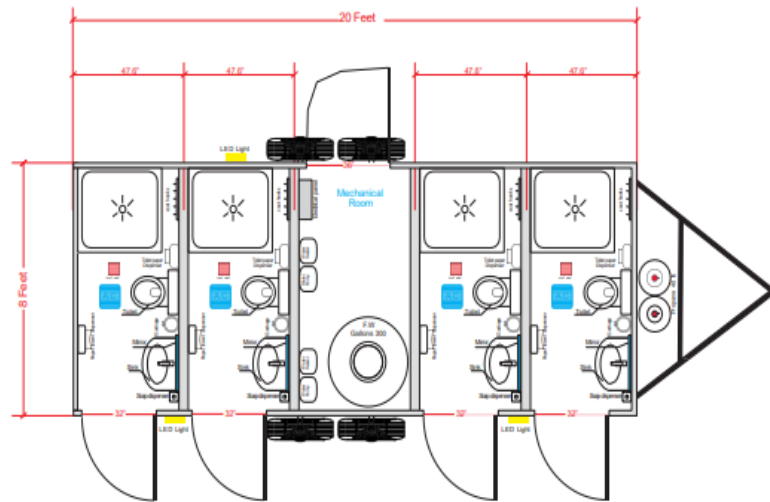
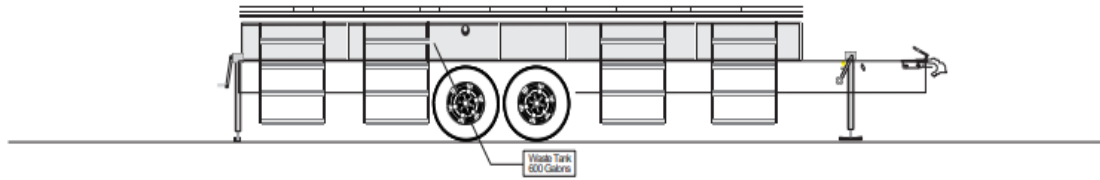
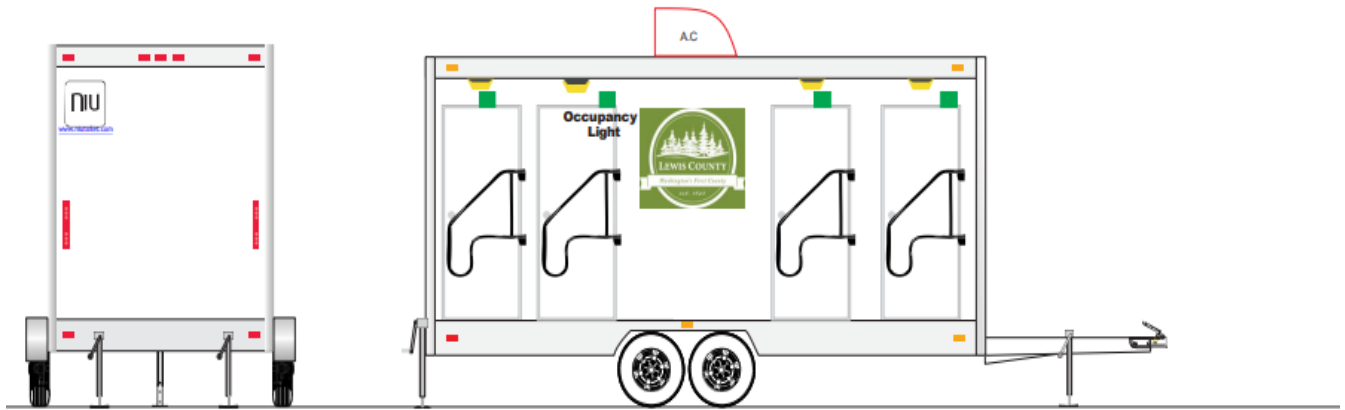
- Fresh Water tank- 300 gallon
- Wastewater tank- 700 gallon
- Comac- "ONE" Hand dryers
- Touchless Soap dispensers
- Touchless Paper towel dispensers
- Baby change station
- Garbage cans
- Mirrors with LED (Touch feature)
- Stainless steel sinks with counter and vanity
- Waterless Urinal (men's station)
- Stainless steel gravity flush toilets
- UV Disinfection + ULV disinfection system (HVAC)
- AC 25000BTU /dual Hot Air heating system
- Ouellete Wall heaters (1000w)
- Water Heater + Pump
- ***Full Hydraulic ADA Drop Down Chassis with extendable ramp and automatic Handicap door.***
- ADA Emergency push button
- ADA steel ramp with push button
- Remote control for easy hydraulic control
- Touchless door openers (Inside & Outside)
- White Panel finished exterior.
- White interior FRP panels
- Night lights
- Emergency lights
- Emergency exit button
- Dual connection (Direct connect or generator)
- Magic Mirror with Bluetooth & Defog system
- DOT walls (Antibacterial)
- Exterior LED occupancy custom signage
- Bluetooth speakers in all bathrooms
- Solar Step LED exterior lights with motion sensors)
- Security camera (Dual connection with Night vision and speaker)
- Dual Hydraulic Axle 7500lb each.
- 4 units, 5500 support drops.
- Battery booster
- Winterized package
- Customized customer Logo for the exterior- shown in proposal as example
- Black F1 mags and rims
- Keyless entry for the mechanical room
- Water level indicator (waste water & Fresh water) with live monitoring capability

Thank you for considering NIU





**UNIT 2- NIU TOILET- 2024- MOBILIO 2- 8' x 20'- 4 STATION WASHROOM/SHOWER TRAILER-  
PRICE: \$55,900.00- DELIVERED**



Thank you for considering NIU



**EXTERIOR COLOR: WHITE (with customer logo if desired- shown in design as example)**

**INCLUDED PRODUCT Features + Construction:**

- Frame made of LINE-X®-treated steel or aluminum (option)
- Diamond plate rock guard
- Load Levelers 5,000 lb (4).
- Aluminum structure with standard urethane insulated sandwich panel (2" or 3" optional).
- Dexter TorFlex Axle(s) (3500 or 5200 lbs)
- Good Year Tires ST 205 75R15 or ST 225 75R15 + spare tire
- Electric Brake System
- Step Assemblies with Handrails
- Seamless Aluminum Roof
- 32" Commercial Doors
- Interior partitions in lightweight walls
- Insulated and heated wastewater tanks
- Heat/Winter Package
- AC – 25,000 BTU/Split Heat system
- 500W/120V Heating system
- Roof vents
- 4 Ouellette wall heaters
- Freshwater Tank- 300 gallon
- Wastewater tank- 600 gallon
- Propane Hot water tanks

**STANDARD FEATURES:**

- UV disinfection system
- Self disinfection system ULVC
- Self-cleaning HVAC mechanism
- Dual communication system (Remote accessibility)
- GPRS
- Wireless camera
- Antibacterial walls
- 4 Automatic toilets- stainless steel or porcelain- customer choice
- 4 Stainless steel sinks or porcelain- customer choice
- 4 Shower Stalls with raised floor
- Shower curtains
- Shower soap/shampoo dispensers
- Magic Mirrors
- Comac Electric Hand dryers
- Dual Toilet paper dispensers
- Automatic Soap dispensers
- Paper towel dispensers
- Coat hooks
- Automatic faucets

Thank you for considering NIU



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- Lockable vanity with solid surface sink top
  - Fire alarm
  - Smoke alarm
  - Mechanical room
  - Lighting- Interior / Exterior-Occupancy- as per RFP
  - Operation Manuals / Service Manuals / Parts manual

**Terms: AS PER CLIENT- RFP- STANDARDS**

**DELIVERY: 90-120 DAYS FROM RECEIPT OF P.O.**

**WARRANTY ON ALL UNITS:**

- Physical Structure: 5 YEARS PARTS AND COMPONENTS /20 YEARS STRUCTURE
- Interior Components- All Canadian Made COMAC products and accessories with lifetime warranty.

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833 Rue Beriault, Longueuil, Quebec, J4G 1X7 / [info@niutoilet.com](mailto:info@niutoilet.com) / 1-855-550-0303

### NIU TOILET- SERVICING

All our units are made in Longueuil, Quebec.

For all interior components- for any malfunction or defects- we will replace the items immediately.

For all service issues- we send one of our employees immediately to assist and determine the problems and will stay until unit is fully functional. We also have dedicated technicians and subcontractors across USA, CAN & MEX to support all warranty & Maintenance. NIU also offers a carefree package warranty that replace (Labour & Materials) for all non related warranty issues such as : Vandalism , Ware&tare and all others that are not cover under warranty policy . The carefree package is aproximately 10% of the total cost of the unit per year.

Service facility: Location : We cover all USA,CAN & MEX

ii. Service vehicles: 27

iii. Number of certified vehicle technicians. Over 23

iv. Service: Hours of operation :24/7

v. Service: After/Hours call out procedure. :1855 550 0303 or Email.

vi. Parts volume at location(s) and contingency offerings.

We do have spare part available across USA, CAN & Mexico and also at all our subcontractors.

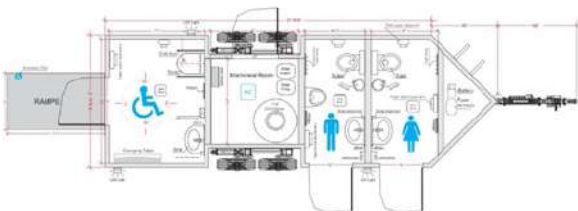
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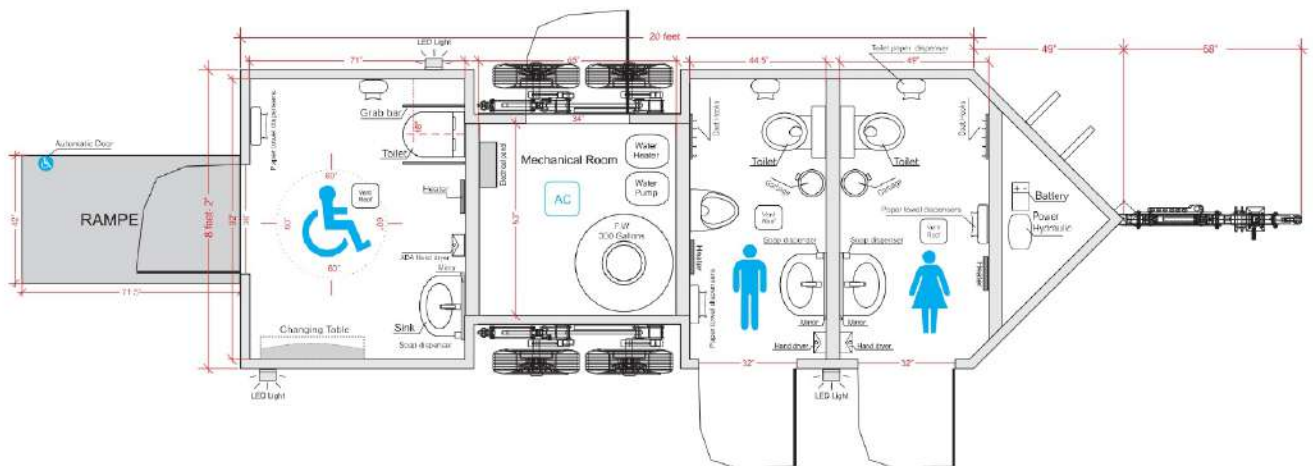
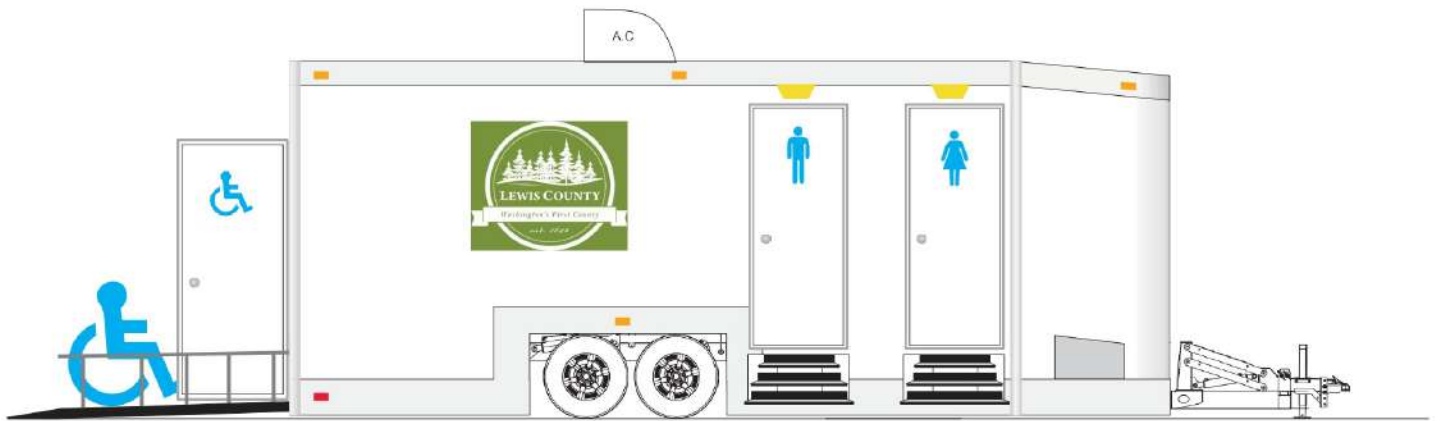


**Niu Toilet- 2024  
 Mobilio 3- 20 foot-3  
 station M/W/ADA Toilet  
 Trailer**



**EXAMPLE- Mobilio 4- 26  
 foot- M/W/ADA Toilet  
 Trailer**





# NIU TOILET- 2024- MOBILIO 3- 20 FOOT- SHOWER/TOILET TRAILER

