

BID PROPOSAL

For:
**PUBLIC WORKS CARD LOCK FUELING
SERVICES**

2020

**SKAGIT COUNTY
DEPARTMENT OF PUBLIC WORKS**



RESOLUTION NO.

SKAGIT COUNTY
Resolution # R20200116
Page 1 of 3

CALL FOR BIDS FOR

PUBLIC WORKS CARD LOCK FUELING SERVICES

WHEREAS, the Board of Skagit County Commissioners deems it advisable to use a card lock fueling company for purchase of fuel for Skagit County fleet , and

WHEREAS, it is the duty of the Board to instruct the Clerk of the Board to issue a Call for Bids for this project, with a bid opening on July 27, 2020 at 2:30 P.M., or as soon thereafter as possible.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby instructs the Clerk of the Board to issue a Call for Bids for the following project:

Public Works Card Lock Fueling Services

PASSED this 6th day of July, 2020.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

ABSENT

Ron Wesen, Chair

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Lisa Janicki
Lisa Janicki, Commissioner



Attest:

D Linda Hamme
Clerk of the Board

Approved as to form: (Resolution Only)

[Signature] 6/22/20
Civil Deputy Prosecuting Attorney

Approved as to Content:

[Signature] FERDS
Department Head

NOTICE OF CALL FOR BIDS

NOTICE IS HEREBY GIVEN by SKAGIT COUNTY that sealed bids will be received and opened in the Skagit County Commissioners Hearing Room, 1800 Continental Place, Mount Vernon, WA 98273 on **Monday, July 27, 2020, at the hour of 2:30 p.m.**, or as soon thereafter as possible, for the following:

PROJECT DESCRIPTION: Public Works Card Lock Fueling Services

Skagit County is seeking bids for card lock fueling services, with a fixed margin over OPIS pricing. Services to be provided under this contract include: the use of card lock sites for unleaded gasoline, ultra-low sulfur diesel #2 and Diesel Exhaust Fluid. Currently Skagit County's annual estimated usages are as follows: unleaded gasoline is 155,000 gallons, unleaded premium gasoline is 500 gallons, ultra-low sulfur diesel #2 is 88,000 gallons, and Diesel Exhaust Fluid (DEF) is 1,000 gallons. The contract for this service shall be for a period of three (3) years, without amendment. The agreement may be extended for up to three (3) additional successive terms of one (1) year with the same terms and conditions as the original agreement (at the sole option and discretion of Skagit County).

Skagit County's cost estimate for the initial three (3) years, including all listed products is approximately: \$1,750,000.00. The cost estimate for fixed margins for the initial three (3) years is \$45,000- \$120,000.

Information, copies of specifications and addenda for this project will be available on-line beginning **Thursday, July 9, 2020** at <http://www.skagitcounty.net/rfp>; or obtained at Skagit County Public Works, 1800 Continental Place, Mount Vernon, Washington; (360) 416-1400. Contractors who download provisions and specifications are advised to e-mail pw@co.skagit.wa.us to be added to plan holders' list to receive any addenda that may be issued.

All questions shall be in writing and submitted **no later than 4:00 p.m., Friday, July 17, 2020** to Rick Owens, Equipment Division Manager, by e-mail to ricko@co.skagit.wa.us with the subject line reading, "Public Works Card Lock Fueling Services". **All Addenda will be posted on-line for this Project by 4:00 p.m. Monday, July 20, 2020.** If further Addenda are required, the bid opening may be postponed.

All bid envelopes must be plainly marked on the outside, "**Sealed Bid, Public Works Card Lock Fueling Services**", including bidder's name and address on the outside of the envelope. Sealed bids shall be received by one of the following delivery methods no later than **Monday, July 27, 2020, at the hour of 2:30 p.m.** Proposals are to be submitted on the forms provided in the bid proposal packet. Incomplete proposals and proposals received after **2:30 p.m., Monday, July 27, 2020** cannot be considered. Oral, telephonic, telegraphic, electronic or faxed proposals will not be accepted.

1. **Hand delivered:** Bids delivered in person shall be received only at the office of the SKAGIT COUNTY COMMISSIONERS, Reception Desk, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.
2. **Via mail:** Bids shall be mailed to the SKAGIT COUNTY COMMISSIONERS, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.

BID GUARANTY: No bid will be considered unless accompanied by a surety company bid bond, or a certified or cashier's check payable to the order of Skagit County for a sum not less than five percent (5%) of the total bid price.

It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. Skagit County reserves the right to reject any or all bids, and the right to waive any informalities or irregularities in any bid or in any bidding and to further award the Project to the lowest, responsive, responsible bidder whose bid complies with all of the prescribed formalities, as it best serves the interest of Skagit County. After the date and hour set for the opening of bids, no bidder may withdraw its bid unless the award of the contract is delayed for a period exceeding forty-five (45) calendar days following bid opening. All bidders agree to be bound by their bids until the expiration of this stated time period.

Skagit County 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 as defined at 49 CFR Part 26 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, national origin or sex in consideration for an award.

For questions regarding Skagit County's Title VI Program, you may contact the Public Works Department's Title VI Liaison, Bobbi Fisher, P.E. at (360) 416-1439.

The Board of Skagit County Commissioners reserves the right to reject any or all bids.

NOTICE GIVEN BY ORDER OF THE BOARD OF SKAGIT COUNTY COMMISSIONERS this 6th day of July, 2020.



Clerk of the Board

Published: Skagit Valley Herald and the Daily Journal of Commerce on
July 9, 2020 & July 16, 2020

**SKAGIT COUNTY
Public Works Department
1800 Continental Place
Mount Vernon, WA 98273**

PROPOSAL

PUBLIC WORKS CARD LOCK FUELING SERVICES

Skagit County, Washington

2020

All bid envelopes must be plainly marked on the outside, "**Sealed Bid, Public Works Card Lock Fueling Services**"

Sealed bids will be received at the following location by one of the following delivery methods no later than **Monday, July 27, 2020 at the hour of 2:30 p.m.** No late bid will be considered.

Bids may be hand delivered to: The Reception Desk of Skagit County Commissioners Office located at 1800 Continental Place, Mount Vernon, WA 98273;

Or,

Bids may be mailed to: Skagit County Commissioners
1800 Continental Place
Mount Vernon, WA 98273-5625

The bid opening date for this project will be **Monday, July 27, 2020**. The bids will be opened and read after **2:30 p.m.** on this date.

CONDITION OF AWARD:

It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. All terms and conditions listed in the Contract Provisions and Specifications apply to this condition.

ENTIRE PROPOSAL TO BE RETURNED AS YOUR BID PACKAGE

FAILURE TO SIGN OR COMPLETE ALL INFORMATION CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

Failure to return this Declaration as part of the bid proposal package will make the bid non-responsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) 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 connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll free 'hotline' Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the 'hotline' to report such activities.

The 'hotline' is part of USDOT's continuing effort to identify and investigate highway construction fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

MUST ACCOMPANY EACH BID

BID PROPOSAL

BOARD OF SKAGIT COUNTY COMMISSIONERS
MOUNT VERNON, WASHINGTON 98273
2020

BID DUE ON Monday, July 27, 2020 NO LATER THAN 2:30 p.m.

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all work in strict compliance with all documents, for the amount set forth below.

- Bid form must be signed.
- Use ink and print legibly.
- Initial and date any changes, erasures or cross-outs.

This certifies that the undersigned has examined the entire bid proposal and contract provisions and specifications for the:

Public Works Card Lock Fueling Services

and that the contract governing the work embraced in this work, and the method by which payment will be made for said work, is understood. The undersigned hereby proposes to undertake and complete the work, or as much thereof as can be completed with the money available in accordance with the said description of work and contract, and the following schedule of rates and prices.

Please complete and include all pages of the Bid Proposal.

BID PROPOSAL MUST BE SIGNED TO BE VALID!

Submit Sealed Bids By:	Monday, July 27, 2020, no later than 2:30 p.m.
Deliver or Mail Bids To:	Skagit County Commissioners Office 1800 Continental Place, Suite 100 Mount Vernon, WA 98273

In accordance with the Contract Specifications, we (Contractor) are submitting the following attachments with this bid:

Please Check

1.	Proposal Guaranty – in the Amount of Five Percent (5%) of Total Bid Price
2.	Card Lock Locations List with noted four (4) primary locations
3.	Submittal of entire bid proposal package (pages 1-11) , filled out and completed in INK
4.	Environmental Spill Response Plan
5.	Emergency Response Plan
6.	(Optional) Additional List of biodiesel availability with locations
7.	(Optional) Any additional information your company may find applicable to Skagit County for this bid

PROPOSAL – Signature Page

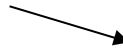
The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount which is equal to five percent (5%) of the total bid price, in the form as indicated below is attached hereto:

- CASHIER'S CHECK In the amount of \$ _____ Dollars
- CERTIFIED CHECK In the amount of \$ _____ Dollars
(Payable to Skagit County)
- PROPOSAL BOND In the amount which is equal to five percent (5%) of the total bid price.

Receipt is hereby acknowledged of Addendum(s) No.(s) _____, _____ & _____

S
I
G
N



Signature of Authorized Official(s):

Firm Name:

Address:

Phone No.

State of Washington Contractor's License No. _____

UBI No. _____ Employment Security Department No. _____

Note:

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from Skagit County will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following title in your communication: **Public Works Card Lock Fueling Services.**

PROPOSAL MUST BE SIGNED

**FAILURE TO SIGN OR COMPLETE ALL INFORMATION CAN RESULT
IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.**

PROPOSAL

BOARD OF SKAGIT COUNTY COMMISSIONERS
MOUNT VERNON, WASHINGTON 98273
2020

BID DUE ON Monday, July 27, 2020 NO LATER THAN 2:30 p.m.

1. Card lock primary locations

As described in the specifications (Page 10) section “*Card lock locations list*”. There are four (4) primary addresses for Skagit County that need local access to fuel. Provide four primary fuel locations from your company that will meet the guidelines listed in those specifications.

2. Fixed Margin over OPIS Fuel Pricing

Supplier shall invoice card lock fuel at OPIS daily average price per gallon plus a fixed margin in cents per gallon. The fixed margin over OPIS shall be firm for the life of the contract. Supplier must provide fuel at the Anacortes Rack Price, as it is the closest refinery to Skagit County. All other card lock locations outside of Skagit County shall be billed at nearest daily OPIS average. The fixed margin over OPIS shall be the same margin at every location available to Skagit County employees.

3. Bid Response Table

BID ITEM	DESCRIPTIONS	ANNUAL ESTIMATED USAGE	UNIT PRICE PER EACH GALLON OR CARD	FIRM MARGIN OVER OPIS DAILY PRICE/GALLON	1 YEAR FIXED MARGIN TOTAL	3 YEAR FIXED MARGIN TOTAL
A	Unleaded Fuel	155,000 gal	-----	\$	\$	\$
B	Premium Unleaded Fuel	500 gal	-----	\$	\$	\$
C	Ultra-Low Sulfur Diesel #2	88,000 gal	-----	\$	\$	\$
D	Alternative Fuels	-----	-----	\$	\$	\$
E	Diesel Exhaust Fluid (DEF)	1,000 gal	\$ /gal	-----	\$	\$
F	Cards issued at the time of the contract start date	500 Cards	\$ /card	-----	\$	\$
G	Cards damaged through normal wear and tear	As Needed	\$ /card	-----	\$	\$
H	Cards for additional vehicles	As Needed	\$ /card	-----	\$	\$
I	Emergency Response- Onsite Fueling Unleaded Fuel	-----	-----	\$	\$	\$
J	Emergency Response- Onsite Fueling Ultra-Low Sulfur Diesel #2	-----	-----	\$	\$	\$
				Total Bid:	\$	\$

4. Taxes/Prompt Payment Discounts

Skagit County does not pay federal excise tax. Describe all other applicable taxes and prompt payment discounts. Attach additional sheets if needed.

4.1 TAXES FOR LOCATION 1- BURLINGTON SHOP

Taxes (Describe)	Describe all applicable taxes to Skagit County	Price or	Percentage
1		\$ gallon	%
2		\$ gallon	%
3		\$ gallon	%
4		\$ gallon	%
5	Invoice prompt payment discount, deduct from quoted margin	\$ gallon	If paid within _____ calendar days of invoice

4.2 TAXES FOR LOCATION 2- SHERIFF'S OFFICE

Taxes (Describe)	Describe all applicable taxes to Skagit County	Price or	Percentage
1		\$ gallon	%
2		\$ gallon	%
3		\$ gallon	%
4		\$ gallon	%
5	Invoice prompt payment discount, deduct from quoted margin	\$ gallon	If paid within _____ calendar days of invoice

4.3 TAXES FOR LOCATION 3- CONCRETE SHOP

Taxes (Describe)	Describe all applicable taxes to Skagit County	Price or	Percentage
1		\$ gallon	%
2		\$ gallon	%
3		\$ gallon	%
4		\$ gallon	%
5	Invoice prompt payment discount, deduct from quoted margin	\$ gallon	If paid within _____ calendar days of invoice

4.4 TAXES FOR LOCATION 4- GUEMES ISLAND FERRY TERMINAL

Taxes (Describe)	Describe all applicable taxes to Skagit County	Price or	Percentage
1		\$ gallon	%
2		\$ gallon	%
3		\$ gallon	%
4		\$ gallon	%
5	Invoice prompt payment discount, deduct from quoted margin	\$ gallon	If paid within _____ calendar days of invoice

5. Required and desired amenities at primary card lock locations

These amenities are for the four (4) required locations inside Skagit County:

Amenity Item #	Required Amenities, Card Lock Facilities	Primary Locations- Does your company comply? Yes or No			
		1	2	3	4
1	Access seven (7) days per week				
2	Access 24 hours per day				
3	Convenient ingress/egress for oversized equipment				
4	Adequate turning radius for large trucks				
5	Adequate clearance for tractor trailers up to 70 feet				
6	No more than five (5) minutes average wait time for fuel				
7	Pumps covered by canopy that has adequate clearance for oversized equipment				
8	Well- lit area				
9	Minimum of one (1) diesel pump				
10	Minimum of one (1) unleaded pump				
11	Minimum of one (1) premium unleaded pump				
12	Safety breakaway hoses on all pumps				
	Desired Amenities				
1	One (1) high-speed diesel pump (min. 25 gal/minute)				
2	Power backup available				
3	Security monitoring system				
4	Restrooms				
5	Air, water, window cleaner and paper towels available				

6. Supplier Information

Indicate which one of the following best describes your company and the number of years in business under the current company name.

Check Applicable Box	Description	Years in Business
	Refiner	
	Branded Jobber	
	Unbranded Jobber	
	Distributor	
	Dealer	
	Other (Describe)	

7. Customer Online Interface

Indicate whether your company complies with the following list of requirements.

Item #	Description of Online Services	Does your company comply?	
		Yes	No
1	Web based application		
2	Access for Skagit County employees to modify cards online, 24 hours a day		
3	Ability for Skagit County employees to request new cards		
4	Ability for Skagit County employees to delete cards		
5	Ability for Skagit County employees to add new employees or vehicles		
6	Ability for Skagit County employees to delete employees or vehicles		
7	Ability for Skagit County employees to create transaction reports and export to PDF or excel format		
8	Access to view individual transactions and create reports by location, EQ #, Pin #, fuel type, fuel quantity in gallons, price per gallon, time/date, and odometer		

PAGE INTENTIONALLY LEFT BLANK

ENTIRE PROPOSAL TO BE RETURNED AS YOUR BID PACKAGE

**FAILURE TO SIGN OR COMPLETE ALL INFORMATION CAN RESULT IN REJECTION OF
THE PROPOSAL AS NON-RESPONSIVE**

FOR EVALUATION AND AWARD PURPOSES

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

**FAILURE TO SIGN OR COMPLETE ALL INFORMATION ON THE FORMS PROVIDED CAN
RESULT IN REJECTION OF THE PROPOSAL AS
NON-RESPONSIVE.**

**SUBMIT THE
ENCLOSED PROPOSAL
BOND FORM WITH
YOUR PROPOSAL**

**USE OF OTHER FORMS
MAY SUBJECT YOUR
BID TO REJECTION**

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____ of

_____ as principal, and the

_____ a corporation duly

organized under the laws of the State of _____,
and authorized to do business in the State of Washington, as surety, are held and firmly bound unto Skagit County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction, to wit:

Public Works Card Lock Fueling Services

said bid and proposal, by reference thereto, being made a part hereof.

NOW THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Skagit County within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, 2020.

(Principal)

(Surety)

(Attorney-in-fact)

GENERAL INFORMATION

PROJECT TITLE: Public Works Card Lock Fueling Services

BID DUE DATE: Monday, July 27, 2020, no later than 2:30PM

CONTACT: All communications regarding this bid must be directed to the Equipment Division Manager:

Name: Rick Owens

Address: 1800 Continental Place, Mount Vernon, WA 98273

Phone: (360) 416-1494

Email: ricko@co.skagit.wa.us

Unless authorized by the Equipment Division Manager, no other County official or employee can speak for Skagit County regarding this bid. Skagit County is not bound by information, clarification, or interpretations from other County officials or employees. Submitters should not contact County officials or employees, other than the Equipment Division Manager. Failure to observe this requirement may be grounds for rejection of the Contractor's bid. Skagit County will not provide binding oral interpretations to bidders as to meaning of bid or contract documents; oral communication is not binding upon Skagit County. **All questions and requests for interpretation shall be submitted to the Equipment Division Manager in writing by Friday, July 17, 2020 by 4:00 p.m.** Skagit County will provide addenda for any substantial interpretation or change by Monday, July 20, 2020 at 4:00 p.m. All addenda shall become part of the bid package.

DESCRIPTION OF SERVICES:

Bids are solicited from qualified vendors who are interested in providing card lock fuel services for Skagit County vehicles and equipment. Skagit County will be purchasing unleaded gasoline, premium unleaded gasoline, ultra-low sulfur diesel #2, and diesel exhaust fluid (DEF). For the purpose of this contract, the Contractor must provide an "Emergency Response Plan" including the time frame your company could have a fuel truck on site with mobile fuel services in case of any emergency/disaster.

SUBMISSION OF BIDS:

Sealed bids will be received by the Board of Skagit County Commissioners. Bids must be received no later than **Monday, July 27, 2020, 2:30 p.m.** Submit bids in a sealed envelope, plainly marked on the outside, "**Sealed Bid, Public Works Card Lock Fueling Services**", including bidder's name and address on the outside envelope. Hand-deliver or mail to: Skagit County Commissioners, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273.

All bids received will be opened in public at the time and place stated above. Bidders and any other interested persons are invited to be present. **Bids received after 2:30 p.m. will not be accepted.** Bids transmitted directly to Skagit County government electronically or by fax machine will not be considered.

Bids must be submitted on Bid Proposal form, using ink or typewriter, and supplying all the information requested. Indicate on the following sheets whether or not material offered meets specifications. If not, write in characteristics. **To be considered, bids must be signed and original documents submitted.**

Bid award will be made to the lowest responsive and responsible bidder that meets all of the minimum specifications to the satisfaction of Skagit County. Skagit County reserves the right to accept any bid that serves the best interest of Skagit County and to reject any and/or all bids.

It is the bidder's responsibility to deliver the bid to the proper address by the assigned time. Skagit County accepts no responsibility for misdirected or lost bids.

The bidder must have a current Washington State Unified Business Identifier (UBI) number and provide the number to Skagit County **at time of bid submittal**. This will be verified with the Washington State Department of Revenue.

BID GUARANTY

No bid will be considered unless accompanied by a surety company bid bond, or a certified or cashier's check payable to the order of Skagit County for a sum not less than five percent (5%) of the total bid price. Should the bidder to whom the contract is awarded fail to enter into a contract within thirty (30) days after the notice of award, this amount will be forfeited to the County and award will be made to the next lowest responsible bidder. Bid deposits will be returned after a contract has been executed.

BID PROPOSAL

Bid Proposals are to be submitted only on the forms provided with this contract specification. Incomplete proposals and proposals received after the time fixed for the opening cannot be considered. Oral, telephonic, telegraphic or faxed proposals will not be accepted.

Skagit County reserves the right to reject any or all bids, waive informalities, and make the award in the best interest of Skagit County. Quotation results and questions pertaining to this project can be obtained by calling Skagit County Public Works at (360) 416-1400 and ask for Rick Owens, Equipment Division Manager.

ADDENDA

If Skagit County issues addenda to these instructions, bidders must acknowledge receipt of all addenda on the bid proposal. It is the bidder's responsibility to ensure that they have received all addenda, although Skagit County will make reasonable effort to provide addenda to all plan holders. Failure to sign the acknowledgement of each addendum may result in rejection of the bid. It is strongly recommended that each potential bidder asks to be added to the plan holders list to ensure that they are notified should an addendum be issued.

ORDER OF PRECEDENCE

The complete contract includes these parts: the contract form, bidders completed proposal form, contract provisions, addenda, various certifications and affidavits, and supplemental agreements. These parts complement each other in describing a complete work. Any requirement in one part binds, as if stated, in all parts. The Contractor shall provide any work or materials clearly implied in the contract even if the contract does not mention it specifically. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 3, 4; 2 presiding over 3, 4; 3 presiding over 4):

1. Addenda,
2. Proposal Form,
3. Contract Provisions and Specifications

This order of precedence shall not apply when work is required by one part of the contract but omitted from another part or parts of the contract. The work required in one part must be furnished even if not mentioned in other parts of the contract.

If any part of the contract requires work that does not include a description for how the work is to be performed, the work shall be performed in accordance with standard trade practice(s). For purposes of the contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the work.

In case of any ambiguity or dispute over interpreting the contract, the Engineer's decision will be final.

NON-RESPONSIVE BID

It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. Any bid that does not comply with these instructions, is not signed, supplements or deviates from the specifications herein, or is incomplete, may be declared non-responsive by Skagit County and not further considered.

BIDDER RESPONSIBILITY CRITERIA

Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by Skagit County to submit documentation demonstrating compliance with the criteria. The bidder must:

1. The bidder must have a current Washington State Unified Business Identifier (UBI) number and provide the number to Skagit County **at time of bid submittal**. This will be verified with the Washington State Department of Revenue.
2. The bidder must provide Washington State Industrial Insurance Coverage (a/k/a workers' compensation) in accordance with Washington State Department of Labor & Industries, **within 24 hours of the bid submittal deadline**, if applicable.
3. The bidder must provide their Employment Security Department number to Skagit County **at time of bid submittal**, as required in Title 50 RCW, if applicable. Bidder must provide document reflecting the appropriate number from the Employment Security Department to Skagit County **within 24 hours of the bid submittal deadline**, if applicable.
4. The bidder must have a Washington State Excise Tax Registration Number as required in Title 82 RCW, if applicable, **at time of bid submittal**. This will be verified with the Washington State Department of Revenue.
5. FEDERAL DEBARMENT: The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as a current debarred or suspended bidder on the U.S. General Services Administration's "System for Award Management System" website, and will be verified through this website: <https://www.sam.gov/SAM/>

Skagit County shall consider only responsible Contractors. Responsible Contractors are those that have, in the sole judgment of Skagit County, experience, resources, skills, capability, reliability and business integrity necessary to perform this contract work.

QUALIFICATIONS:

Contractor must be an authorized supplier of the fuel to be delivered with facilities, personnel, equipment, certifications and/or approvals as required to successfully perform and comply with all contractual requirements. In addition, they are required to comply with the rules, regulations and laws relative to the fuel to be supplied and the services to be performed. Skagit County will be the sole judge of whether or not a bidder meets these qualification conditions.

BUSINESS LICENSE REQUIREMENTS:

Contractors awarded a Contract are responsible for compliance with any business license regulations and requirements. Upon request from Skagit County, Contractor must submit copies of business license agreements within 48 hours.

DISQUALIFICATION OF BIDDERS:

A bidder may be deemed not responsible and the proposal rejected if:

1. A Bidder fails to submit all required documents to determine qualifications as referenced in the Contract Specifications and on the Bid Proposal form;
2. A Bidder is not authorized to do business in the state of Washington;
3. More than one Proposal is submitted for the same project from a Bidder under the same or different names;
4. Evidence of collusion exists with any other Bidder. Participants in collusion will be restricted from submitting further Bids;
5. A price margin over OPIS cannot be determined from the Bid Proposal;
6. The Bid Proposal does not constitute a definite and unqualified offer to meet the terms of the Bid invitation;
7. The completed Bid Proposal contains any unauthorized additions, deletions, alternate Bids, or conditions; or
8. The Bid Proposal is not properly executed.

EXECUTION OF CONTRACT

Within twenty (20) calendar days after the award date, the successful bidder shall return the signed contract, all required insurance certifications, and any other required documentation as specified in this document. Skagit County may grant up to a maximum of ten (10) additional calendar days after the award date for return of the documents, provided that the Contractor makes such a request in writing and that Skagit County deems the circumstances warrant it.

FAILURE TO EXECUTE CONTRACT

Upon failure to return the insurance certifications and bond with the signed Contract as required, Skagit County may then award the contract to the second lowest responsible bidder or reject all remaining bids.

CONTRACT AGREEMENT TERM:

Contract agreement made as a result of this bid will be for a three (3) year period from date of approval of contract by the Board of County Commissioners. The agreement may be extended for up to three (3) additional successive terms of one (1) year each, on the same terms and conditions as the original agreement (at the sole option and discretion of Skagit County). In the event that Skagit County elects to so extend the agreement, it shall provide the Contractor with written notice of extension at least thirty (30) days prior to expiration of the agreement.

NON-COLLUSION

Submittal and signature of the non-collusion certificate confirms that the bid is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

APPLICABLE LAW AND FORUM

Except as hereinafter specifically provided, this contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising here from shall be brought in Skagit County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.

ACCEPTANCE OF AWARD

If awarded Contractor begins work, the Contractor is deemed to have agreed to all addenda, bid instruction to bidders, general provisions, scope of work, contract provisions and plans, contract, and all other related documents.

CONTRACT DOCUMENTS

The addenda, bid proposal, contract provisions, and contract, shall be a part of and constitute the contract entered into by Skagit County and successful bidder. In the event there is discrepancy between any of the foregoing contract documents, the above order of documents governs so that the former prevails over the latter.

INVOICING AND PAYMENTS

The Contractor shall be paid, upon submission of a proper monthly invoice for payment request, the prices stipulated herein for services performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Contractor may either mail their payment requests or, for a timelier invoice processing contractor may, email payment requests to the addresses listed below. All accounts are paid according to RCW 39.76.

Mail Payment Requests to:
 Skagit County
 ATTN: Public Works Card Lock Fueling Services
 1800 Continental Place
 Mount Vernon, WA 98273-5625

OR

Email Payment Requests to:
shopinvoices@co.skagit.wa.us
 Subject Line: Public Works Card Lock Fueling Services

Submitted Payment Requests must contain the following minimum information in a transaction report:

**Each transaction must have its own line

Card or Equip #	Date	Time	Site/ Location	Employee or Pin #	Odometer Reading	Product Type	OPIS Daily Avg. Pricing	Quantity	Taxes & Fees	Total Amount
Card 1	01/01/2000	8:00AM	Burlington	5555	142,333	Unleaded	\$ 1.2599	10.023 Gal	\$ 8.00	\$20.50
Card 1	01/01/2000	12:30PM	Mount Vernon	5555	12,444	Unleaded	\$ 1.2599	11.124	\$ 9.00	\$22.75
								21.147 Gal	\$17.00	\$43.25
Card 2	01/01/2000	8:00AM	Burlington	5555	142,333	Unleaded	\$ 1.2599	10.023 Gal	\$ 8.00	\$20.50
Card 2	01/01/2000	12:30PM	Mount Vernon	5555	12,444	Unleaded	\$ 1.2599	11.124	\$ 9.00	\$22.75
								21.147 Gal	\$17.00	\$43.25
						TOTAL	AMOUNT	DUE:		\$86.50

CLAIMS AND DISPUTE RESOLUTION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of Contract terms, payment of money, extension of time or other relief with respect to the terms of the contract. A claim may also include other disputes and matters in question between Skagit County and Contractor arising out of or related to the contract. Claims must be made in writing. The responsibility to substantiate claims shall rest with the party making the claim. A notice of a potential or future claim does not constitute a claim. Any claims of the Contractor against Skagit County for damages, additional payment for any reason, or extension of time, whether under the contract or otherwise, must be made in strict accordance with the applicable provisions of the contract. No act, omissions, or knowledge, actual or constructive, of Skagit County shall in any way be deemed a waiver of the requirement for timely written notice and a timely written Claim unless Skagit County provides Contractor with an explicit, unequivocal written waiver.

- a) All claims must be addressed to: Skagit County Engineer, 1800 Continental Place, Mount Vernon, WA 98273.
- b) Contractor shall submit in writing to Skagit County all claims, within seven (7) days of the event giving rise to the claim. Written claim must specify the conditions and requested relief. Skagit County shall consider such claim and shall meet with the Contractor to confer and attempt to resolve the claim.
- c) Contractor shall diligently carry on the work and maintain the Contractor's construction schedule during any dispute resolution proceedings, unless otherwise agreed to by Skagit County in writing.

Mediation: If the claim is not resolved in the process provided immediately above, neither the Contractor nor any subcontractor or supplier of any tier may bring a claim against Skagit County in litigation unless the claim is first subject to nonbonding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by Skagit County and Contractor.

Litigation: Contractor may bring no litigation on claims unless such claims have been properly raised and considered as provided above. All unresolved claims of Contractor shall be solved and released unless Contractor complies with the time limits above, and litigation is served and filed within the earlier of (a) 120 days after the day of substantial completion designed in writing by Skagit County (provided that a mediation session has occurred as provided above); or (b) 60 days after final acceptance. This requirement cannot be waived except by an explicit written waiver signed by Skagit County.

PROTESTS

Protests will be in accordance with all RCW's as applicable.

INDEMNIFICATION

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

HOLD HARMLESS

The Contractor shall hold Skagit County and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys; fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the Contractor, its agents or employees pursuant to the contract, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the Contractor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by Skagit County, the Contractor shall pay the same.

TERMINATION FOR BREACH AND/OR DEFAULT

Skagit County shall be entitled by written notice, to cancel and/or terminate this contract in its entirety or in part, for breach and/or for default of any of the terms and to have all other rights against the Contractor by reason of the Contractors breach, as provided by law.

Breach: A breach of a term or condition of the Contract shall mean any one or more of the following: (1) Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract; (2) Contractor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) in Skagit County's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for Contractor or any of the Contractor's property; (7) Contractor is determined to be in violation of federal, state or local laws or regulations and that such determination, in Skagit County's sole opinion, renders the Contractor unable to perform any aspect of the contract.

Default: A Contractor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.

Opportunity to Cure Default: In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, Skagit County may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. Skagit County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by Skagit County. Skagit County may terminate the contract for nonperformance, breach or default without allowing the opportunity to cure by the Contractor.

Remedies for Cure of Default: In summary, if the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, Skagit County may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this Contract and any related contracts or portions thereof; (3) impose liquidated damages; (4) suspend Contractor from receiving future invitations to bid. Skagit County may procure the articles or services from other sources and hold the bidder responsible for any excess and expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable.

TERMINATION FOR CONVENIENCE

In summary, Skagit County may terminate this contract, in whole or in part, at any time by written notice to the Contractor.

INSURANCE REQUIREMENTS:

Contractor shall provide an insurance certificate, that names the County, its officers, elected officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, to the County prior to the commencement of any work or providing any product or service. No contract shall form until and unless such certificate of insurance had been provided by the Contractor (to the satisfaction of the County). Such insurance certificate shall evidence the following minimum coverages. All required insurance shall be obtained from companies rated "A-" or better in "A.M. Best's Insurance Guide," or an equivalent rating by similar rating agencies, and shall be from insurers authorized to transact business in the State. In no event shall the limits of any insurance policies be construed as limiting the liability of Contractor. Contractor's insurance shall be primary insurance with respect to the County, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the County, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. Contractor agrees to assume full liability for all claims arising from this contract including claims resulting from negligent or intentional acts of all subcontractors. Contractor shall ensure that any subcontractors at all times have and maintain the same insurance as required of the Contractor and failure of subcontractors to comply with applicable insurance requirements does not limit Contractor's liability. Prior to contract execution, Contractor shall comply with such insurance terms, conditions, and procure and keep in force during the term of the contract, at Contractor's own cost and expense, the following policies of insurance.

Employers Liability (Stop Gap) – The Contractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and shall maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The County shall not be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this contract.

Commercial General Liability Insurance – The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Contractor's premises/operations, independent Contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the County for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

Limits of Liability Insurance:

- General Liability – \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit.
- Automobile Liability – \$1,000,000.00 combined single limit per accident for bodily injury and property damage. MSC90 endorsement and CA9948 endorsement including upset and overturn.
- Workers' Compensation – Statutory requirements of the state of residency.
- Employers Liability (Stop Gap) – \$1,000,000.00.
- Umbrella – \$4,000,000.00 over General Liability and Automobile to equal \$5,000,000.00 per occurrence limit.
- Pollution Liability – \$5,000,000.00 coverage to include loading and unloading of all petroleum products.

Additional Insured – Skagit County and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, pollution, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Claims Made – Should any of the required policies be Claims Made coverage, the policy(s) must include a special endorsement for an extended reporting or tail period of three (3) years after the expiration of the contract.

Notice of Policies Cancellation/Non-Renewal – For insurers subject to RCW 48.18, a written notice shall be given to Skagit County thirty (30) calendar days prior to cancellation or any material change to the policies as it relates to this contract. For insurers subject to RCW 48.15 a written notice shall be given to Skagit County twenty (20) calendar days prior to cancellation or any material change to the policy as it relates to this contract. If cancellation on any policy is due to non-payment of premium, Skagit County shall be given written notice at least ten (10) calendar days prior to cancellation.

Identification – Policy and Certificate of Insurance shall reference the bid/contract number.

Insurance Carrier Rating – The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Risk Manager for Skagit County, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies shall comply with RCW 48.15 and WAC 284-15.

Excess Coverage – The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

Pollution Coverage – For the duration of the contract, the Contractor shall obtain Environmental/Pollution liability coverage with a limit not less than \$5,000,000 (five million dollars) for each occurrence, at a minimum covering liability from sudden and/or accidental occurrences.

COMMUNICATION OF HAZARDS TO EMPLOYEES

Contractor will be responsible for compliance with all requirements of WAC 296-62-07621 and WAC 296-800-170 regarding use of hazardous materials.

MUTUAL RESPONSIBILITY OF CONTRACTOR

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor(s) or subcontractor(s) by agreement or arbitration if such other Contractor(s) or subcontractor(s) will so settle. If such other Contractor(s) or subcontractor(s) shall assert any claim against Skagit County account of any damage alleged to have been sustained, Skagit County shall notify Contractor, who shall indemnify and save harmless Skagit County against any such claim.

SAFETY MEASURES

All work under this contract shall be performed in a safe manner. Contractor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA, or any other jurisdiction, and all other applicable safety standards. Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations.

COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, tribal and local laws, rules, and regulations affecting its performance and hold Skagit County harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.

GIFTS AND GRATUITIES

Businesses must not bid, nor Skagit County employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with Skagit County business practices. It is also unlawful for anyone to bid another, to influence or cause them to refrain from submitting a bid. Contractors and Skagit County employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including Skagit County Ethics Code, RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related Skagit County business.

EQUAL OPPORTUNITY AND NONDISCRIMINATION

Hiring or employment made possible or resulting from this contract, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this contract on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

SPECIFICATIONS

CARD LOCK LOCATIONS LIST

Provide a list with all locations for your card lock services that would be available for Skagit County use. Indicate on the list which locations would be considered the four (4) primary locations for the County. This list shall also include locations throughout Washington State, specifically what is available east of the Cascade Mountains.

For the County's primary use sites, bidder shall include fueling stations within the radius of the listed addresses below. All locations are required to supply unleaded, premium unleaded, ultra-low sulfur diesel #2, & DEF.

Location 1: Burlington Shop, 201 E. Avon Avenue, Burlington, WA 98233

Fuel services must be within **2 Mile** radius

Location 2: Sheriff's Office, 600 S. 3rd Street, Mount Vernon, WA 98273

Fuel services must be within **2 Mile** radius

Location 3: Concrete Shop, 44510 Concrete Sauk Valley Road, Concrete, WA 98237

Fuel services must be within **5 Mile** radius

Location 4: Guemes Island Ferry Terminal, 500 I Avenue, Anacortes, WA 98221

Fuel services must be within **5 Mile** radius

CARDS FOR CARD LOCK SYSTEM

Cards are to be printed with "SKAGIT COUNTY" and the equipment number on the card "EQ xxxx" or "EQ 4700". All cards are to be delivered in individual protective sleeves. All cards will be assigned to the equipment, the "pin number" will be the Skagit County Employee's ID number, and odometer reading shall be required when using the cards.

ESTIMATED FUEL USAGE FOR BIDDING PURPOSES

For the purpose of the bid analysis, Skagit County has estimated the annual amount of fuel usage as the following:

- Unleaded Gasoline, 87 Octane- estimated 155,000 gallons annually
- Premium Unleaded Gasoline, 92 Octane- estimated 500 gallons annually
- Ultra-Low Sulfur Diesel #2- estimated 88,000 gallons annually
- Diesel Exhaust Fluid (DEF) conforming to specification ISO 22241-1 - estimated 1,000 gallons annually

ALTERNATIVE FUELS

Skagit County is not currently required to use bio diesel. In the future there is a potential to use bio diesel. Indicate what your company's bio diesel options are on Item "D" of the bid response table. If there are no options for bio diesel write "N/A".

INDEFINATE DELIVERY- INDEFINATE QUANTITY

Skagit County does not guarantee any specific maximum or minimum amount of fuel to be purchased under the contract. Quantities are estimates only and are not to be construed as firm or a guaranteed purchasing obligation on behalf of Skagit County.

FIXED MARGIN OVER OPIS FUEL PRICING

Supplier shall invoice card lock fuel at OPIS daily average price per gallon plus a fixed margin in cents per gallon. Include any and all supplier's costs over the base price of fuel including but not limited to transaction costs, delivery/freight, accounting fees, reporting and all other overhead costs. Supplier must provide fuel purchased with in Skagit County at the Anacortes Rack Price, as it is the closest refinery to Skagit County. All other card lock locations outside of Skagit County

shall be billed at daily OPIS pricing. Bidder shall be required to maintain their own subscription to OPIS in order to correctly prepare invoices. The fixed margin over OPIS shall be the same margin at every location available to Skagit County employees.

EMERGENCY RESPONSE PLAN

This Emergency Response Plan is a plan to be made for services to be provided to Skagit County. In the event of an emergency, disaster, or force majeure, Skagit County may require onsite mobile fueling services of unleaded gasoline and ultra-low sulfur diesel #2. Skagit County requires onsite mobile fuel services within four (4) hours of notice to bidder. The onsite fuel truck will report to one of the four (4) addresses provided above in “*Card Lock Locations List*” (page 10 of specifications). In the event Skagit County would need onsite fueling services, the call for the onsite mobile fueling services and the duration of the service needed, is by the discretion of Board of County Commissioners, Public Works Director, or Equipment Division Manager. Include any and all supplier’s costs over the base price of fuel including but not limited to transaction costs, delivery/freight, accounting fees, reporting and all other overhead costs. Additionally, provide your company’s “Emergency Response Plan” with the bid response.

TAXES

Unless otherwise required in this specification, applicable federal, state, city, and local taxes shall be included in the submittal as indicated below. The total cost to Skagit County including all applicable taxes may be the bases for the contract award determination. As used herein, the term “taxes” shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws in and regulations in connection with the procurement of goods and/or services hereunder. If the bidder fails to include any applicable tax in its bid submittal then the bidder shall be solely responsible of said tax.

A. Federal Excise Tax

Skagit County is exempt from federal excise tax.

B. State and Local Sales Tax

Skagit County is subject to Washington State sales tax. It is the bidder’s obligation to state the correct sales tax percentage and include the applicable Washington State, city and local sales tax as a separate line item(s) in the submittal.

C. Any or All Other Taxes

Any or all other taxes are the responsibility of the bidder unless otherwise required by law.

PROMPT PAYMENT DISCOUNTS

If payment is made within a specific number of calendar days of invoice, bidder may provide a price per margin discount that can be applied to Skagit County.

REQUIRED AND DESIRED AMENITIES PRIMARY LOCATIONS

Skagit County requires specific amenities be available for the four (4) primary card lock fueling locations. See list on bid proposal page 7.

SUPPLIER INFORMATION

Provide what type of supplier your company is, and how many years in business.

CUSTOMER ONLINE INTERFACE

Skagit County will have up to 10 employees designated to have access to cards / management system. Skagit County requires an online web based portal with access for users to add/delete cards, vehicles, and employees, and other options. See table on bid proposal page 7.

ENVIRONMENTAL SPILL RESPONSE PLAN

The successful bidder shall comply with all environmental regulations relevant to the contracted fueling service. A comprehensive spill contingency plan shall be provided to Skagit County.

PAGE INTENTIONALLY LEFT BLANK

APPENDICES

The following appendices are attached and made a part of this contract:

APPENDIX A

Vendor Services Agreement– Informational Only

APPENDIX B

Mandatory Bidder Responsibility Criteria – Informational Only

APPENDIX A
Vendor Services Agreement - Informational
Only

VENDOR SERVICES AGREEMENT

Skagit County, through the Department of Public Works (hereinafter referred to as County) and _____ (hereinafter referred to as Contractor), for and in consideration of the mutual benefits do hereby agree as follows:

1. Contractor will provide the following service/products at such time and in such manner as described in "**Exhibit A**".

2. County will compensate Contractor a maximum of _____, chargeable to GL expenditure code(s) # _____.

3. The parties agree that Contractor is an independent contractor, and not an employee nor agent of Skagit County. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Contractor represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

4. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

5. This Contract shall commence on _____ and continue until either party terminates by giving 30 days notice in writing either personally delivered or mailed postage prepaid by certified mail, return receipt requested to the party's last known address, but in no event shall the contract continue for more than 3 years from date of execution.

6. The Contractor shall not assign any interest in this Contract and shall not transfer

any interest in same without prior written County consent.

7. The Contractor will secure, at his own expense, all personnel required in performing said services under this Contract. Contractor shall be personally liable for applicable payroll, labor and industries premiums and all applicable taxes and shall hold County harmless therefrom.

8. The Contractor shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. A certificate of insurance naming the County, its elected officials, and employees as additional insured's and naming the County as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the County of cancellation of the insurance policy is required. No contract shall form until and unless a copy of the certificate of insurance, in the amount required, is attached hereto as set forth in "**Exhibit "B"**". The contractors insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractors insurance and shall not contribute to it.

9. Prevailing Wages:

Contractor and subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

10. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract 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 uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

CONTRACTOR:

Signature & Title of Signatory
(Date _____)

Print Name

Title

Mailing Address:

Telephone No. _____

Fed. Tax ID # _____

Contractor Lic. # _____

DATED this _____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

EXHIBIT "A"

SCOPE OF SERVICES

DRAFT

EXHIBIT "B"

PROOF OF INSURANCE

The Contractor shall provide proof of insurance for Commercial General Liability or Professional Liability in the amount of \$1,000,000.00 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the County. Contractors insurance shall be primary and noncontributory. The type of insurance required by this Agreement is marked below.

- 1) Commercial General Liability Insurance
Certificate Holder – Skagit County
**The Certificate must name the County as additional insured:
Skagit County, its elected officials, officers and employees
Are named as additional insured.**
Thirty (30) days written notice to the County of cancellation
Of the insurance policy.
- 2) Professional Liability
Certificate Holder – Skagit County
Thirty (30) days written notice to the County of cancellation
Of the insurance policy

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance, properly completed and in the amount required, is attached hereto.

- 3) Insurance is waived

Date: _____
Risk Manager

APPENDIX B
Mandatory Bidder Responsibility-
Informational Only

MANDATORY BIDDER RESPONSIBILITY CRITERIA

It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. The bidder must meet the following criteria to be considered a responsible bidder. The bidder will be required to submit documentation demonstrating compliance with these criteria to the satisfaction of Skagit County either at time of bid submittal or within 24 hours of the bid submittal deadline as noted below. **If a bidder does not provide the appropriate documentation, as required by Skagit County, the bidder will not be considered a responsible bidder, and the bid will be rejected.**

1. **At time of bid submittal**, the bidder must be registered/licensed contractor in compliance with Chapter 18.27 RCW, and must provide this number with bid.

If applicable, bidder may also be required to submit with bid: a) an electrical contractor license, if required by Chapter 19.28 RCW; and/or b) an elevator contractor license, if required by Chapter 70.87 RCW.

2. **At time of bid submittal**, the bidder must have completed the mandatory Prevailing Wage Training offered by the Department of Labor and Industries (L&I), or meet the L&I exemption requirements.
3. The bidder must have a current Washington State Unified Business Identifier (UBI) number and provide the number to Skagit County **at time of bid submittal**. This will be verified with the Washington State Department of Revenue.
4. The bidder must provide Washington State Industrial Insurance Coverage (a/k/a workers' compensation) in accordance with Washington State Department of Labor & Industries, **within 24 hours of the bid submittal deadline**, if applicable.
5. The bidder must provide their Employment Security Department number to Skagit County **at time of bid submittal**, as required in Title 50 RCW, if applicable. Bidder must provide document reflecting the appropriate number from the Employment Security Department to Skagit County **within 24 hours of the bid submittal deadline**, if applicable.
6. The bidder must have a Washington State Excise Tax Registration Number as required in Title 82 RCW, if applicable, **at time of bid submittal**. This will be verified with the Washington State Department of Revenue.
7. The bidder must not be currently disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). This will be verified with the Washington State Department of Labor & Industries.
8. FEDERAL DEBARMENT: The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as a current debarred or suspended bidder on the U.S. General Services Administration's "System for Award Management System" website, and will be verified through this website: <https://www.sam.gov/SAM/>

TO BE VERIFIED BY SKAGIT COUNTY

Mandatory Bidder Responsibility Checklist

The following checklist will be used by Skagit County Public Works in documenting that a Bidder meets the mandatory bidder responsibility criteria. A copy of documentation from the appropriate websites will be included with this checklist and placed in the contract file. This checklist is provided to Bidder as a reference tool to determine and verify mandatory requirements.

General Information	
Project Name:	Project Number:
Bidders Business Name:	Bid Submittal Deadline:
Contractor Registration - Lnl Verify a Contractor	
License Number:	Status: Active? Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
Electrical: If required by Chapter 19.028 RCW, does the Subcontractor have an Electrical Contractor's License? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Elevator: If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
L&I Prevailing Wage Training Completed -	
Does the Contractor need to complete L&I Prevailing Wage training?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Current UBI Number -	
UBI Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage -	
Account Number:	Account Status Current? Yes <input type="checkbox"/> No <input type="checkbox"/>
Contractor and Plumber Infraction List – L&I Strike List	
Is Bidder on Infraction List?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Not Disqualified from Bidding – L&I Debarred Contractor List	
Is the Bidder listed on the "Contractors Not Allowed to Bid on Public Works Projects" List?	Yes <input type="checkbox"/> No <input type="checkbox"/>
State Excise Tax Registration Number – DOR Business Lookup	
Tax Registration Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Federal Debarment – www.sam.gov/SAM/	
Debarred or Suspended by the Federal Government?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department (ESD) Number –	
Employment Security Department Number:	
<ul style="list-style-type: none"> Has Bidder provided account number on the Bid Form? Has Bidder provided documentation from ESD on Account Number? 	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Documentation must be received within 24 hrs. of Bid Submittal Deadline.	
Checked by:	
Name & Signature of Skagit County Employee:	Date:
Responsible Bidder	Yes <input type="checkbox"/> No <input type="checkbox"/>