

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 within 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.

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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