

CONTRACT PROVISIONS and SPECIFICATIONS

For:

**MOBILE MARINE REFUELING SERVICES
FOR THE VEHICLE AND PASSENGER
FERRY, M/V GUEMES**

2023

**SKAGIT COUNTY
DEPARTMENT OF PUBLIC WORKS**



SKAGIT COUNTY
MOBILE MARINE REFUELING SERVICES
FOR THE VEHICLE AND PASSENGER FERRY, M/V GUEMES

Bid Opening: Monday, November 13, 2023
1:30 p.m.

SKAGIT COUNTY
DEPARTMENT OF PUBLIC WORKS
MOUNT VERNON, WASHINGTON 98273-5625

NOTICE TO ALL PLAN HOLDERS

Contract Provisions and Plans and Bid Proposal Packet may be obtained from Skagit County, Public Works, 1800 Continental Place, Mount Vernon, Washington 98273-5625. You may receive the bid information electronically; copies of the plans and specifications are available at: <http://www.skagitcounty.net/rfp>

APPROVED:



Grace Kane, P.E.
Public Works Director/County Engineer

SPECIFICATIONS APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON



Ron Wesen, Chair



Lisa Janicki, Commissioner



Peter Browning, Commissioner

NOTICE OF CALL FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received and publicly opened in the Commissioners' Hearing Room, 1800 Continental Place, Mount Vernon, Washington, 98273 on **Monday, November 13, 2023**, at the hour of **1:30 p.m.**, or as soon thereafter as possible, for the following work for Skagit County:

PROJECT TITLE: *MOBILE MARINE REFUELING SERVICES FOR THE VEHICLE AND PASSENGER FERRY, M/V GUEMES*

Skagit County is seeking bids for mobile marine refueling services. Work to be completed under this contract provides for: the purchase and delivery of marine fuel (diesel) for the vehicle and passenger ferry, M/V Guemes, in accordance with the Contract Specifications, General Provisions, Addenda, Instruction to Bidders, Vendor Services Agreement, and other related documents. The annual estimated quantity is approximately 62,000 gallons. The contract for this service shall be for a period of two (2) years, without amendment. The agreement may be extended for up to two (2) 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 the County). In the event that the 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.

Bid documents, specifications, and addenda for this project may be obtained beginning October 26, 2023, from the office of the Skagit County Public Works Department, 1800 Continental Place, Mount Vernon, Washington, 98273-5625. You may receive the bid information electronically; copies are available at www.skagitcounty.net/rfp.

All questions or correspondence relating to this bid shall be in writing and submitted **no later than 4:00 p.m., Thursday, November 2, 2023** to Rachel Rowe, Ferry Operations Division Manager, at 1800 Continental Place, Mount Vernon, WA 98273, or by e-mail to rowe@co.skagit.wa.us with the subject line reading, "Mobile Marine Refueling Services". **All addenda will be posted on-line for this project by 4:00 p.m., Monday, November 6, 2023.**

All bid envelopes must be plainly marked on the outside, "**Sealed Bid, Mobile Marine Refueling Services for the Vehicle and Passenger Ferry, M/V Guemes**". Sealed bids shall be received by one of the following delivery methods no later than **Monday, November 13, 2023** at the hour of **1:30 p.m.**

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.
2. **Via mail:** Bids shall be mailed to the SKAGIT COUNTY COMMISSIONERS, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273.

Proposals are to be submitted on the forms provided in the bid proposal packet. Incomplete proposals and proposals received after the time fixed for opening cannot be considered. Oral, telephonic, telegraphic, electronic or faxed proposals will not be accepted.

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 of five percent (5%) of the total bid amount. No Performance and Payment Bond will be required for this contract service.

TITLE VI: 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 the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

For questions regarding Skagit County's Title VI Program, you may contact the Public Works Department's Title VI Coordinator, Michael See, at (360) 416-1400.

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 23 day of October 2023.


Clerk of the Board

Published: Skagit Valley Herald: October 26 & November 2, 2023

GENERAL INFORMATION

PROJECT TITLE: MOBILE MARINE REFUELING SERVICE FOR THE VEHICLE AND PASSENER FERRY, M/V GUEMES

BID DUE DATE: Monday, November 13, no later than 1:30 p.m.

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

Name: Captain Rachel Rowe
Address: 1800 Continental Place, Mount Vernon, WA 98273
Phone: (360) 293-6433
E-Mail: rrowe@co.skagit.wa.us

Unless authorized by the Ferry Operations 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 Ferry Operations 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 Ferry Operations Division Manager in writing by Thursday, November 2, 2023, by 4:00 p.m.** Skagit County will provide addenda for any substantial interpretation or change by Monday, November 6, 2023, by 4:00 p.m. All addenda shall become part of the bid package.

SCOPE OF WORK:

Bids are solicited from qualified vendors who are interested in furnishing Skagit County's passenger and vehicle ferry, the M/V Guemes, with mobile marine fuel deliveries of Ultra Low Sulfur #2 dyed diesel to the Guemes Island Ferry Terminal located at 500 I Ave, Anacortes, WA. To provide reference and a comparison base, all bid prices will be based on supplier pricing to vendor as of November 6, 2023. For the purpose of this contract, the Contractor must present a Spill Response Plan approved by the Department of Ecology at time of bid submittal.

SUBMISSION OF BIDS:

Sealed bids will be received by the Board of Skagit County Commissioners. Bids must be received no later than Monday, November 13, 2023, no later than 1:30 p.m. Submit bids in a sealed envelope, plainly marked on the outside, "**Sealed Bid, Mobile Marine Refueling Services for the Vehicle and Passenger Ferry, M/V Guemes**", 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 the County. Skagit County reserves the right to accept any bid that serves the best interest of the County and to reject any and/or all bids.

Low Bid to be determined by the Total Bid Price excluding Bid Item D: Metered Fuel Delivery Total *After hours rate*.

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 DEPOSIT:

A bid deposit, in the amount of five percent (5%) of the total bid amount, is required. A bid bond, cashier's check or certified check drawn in favor of Skagit County must accompany all bids. Should the bidder to whom the contract is awarded fail to enter into a contract within twenty (20) 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.

MANDATORY BIDDER RESPONSIBILITY:

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. 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 "Excluded Parties List System" website, and will be verified through this website: <http://www.epls.gov/>

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 Washington State and City of Anacortes business license agreements within 48 hours of bid opening.

UNITED STATES COAST GUARD CERTIFICATION:

The successful bidder must be certified by the U.S. Coast Guard and proof of this certification is required to be submitted with Bid Proposal. This certification shall be maintained current and failure to do so may result in termination of the contract. The bidder shall comply with all applicable U.S. Coast Guard and Department of Ecology regulations regarding the delivery of fuel.

Bidder must be U.S. Coast Guard certified to fuel over water. In addition, the bidder must provide relevant refueling hardware which includes but is not limited to properly-sized U.S. Coast Guard-approved hose and fittings.

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 per unit 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.

CONTRACT AGREEMENT TERM:

Contract agreement made as a result of this bid will be for a two-year period from date of approval of contract by the Board of County Commissioners. The agreement may be extended for up to two (2) 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 the County). In the event that the

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.

SUPPLIER CONTRACT:

Bidders, other than refiners, must submit with their bid a letter from their supplier or a copy of their supply contract (or contractors), certifying that volumes and products quoted by the bidder are available, and will be available during the contract period. All bulk fuels must be supplied by the same certified major brand supplier. Any change subsequent to bid award will require prior approval by the Ferry Operations Division Manager. Skagit County reserves the right to test fuel against the supplier's specifications.

NON-COLLUSION:

Submittal and signature of the non-collusion certificate confirms that the Bid Proposal 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.

RIGHT OF REFUSAL & FUEL ANALYSIS:

Skagit County reserves the right to analyze fuel at any time during the contract period and may refuse fuel if defective or substandard. Any fuel rejected because of nonconformance with the terms and conditions of this bid, whether held by the County or returned, will be at the Vendor's own risk and expense. The County reserves the right to terminate contracts with thirty days of written notification for unsatisfactory performance or other significant change.

RIGHT TO PURCHASE:

During the contract term, if the Contractor cannot or will not supply product or service for any reason, Skagit County may and reserves the right to purchase from another vendor at any time (at the County's sole option and discretion).

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.

Maritime Laws and Coverage – Contractor is responsible for providing insurance to comply with Longshoremen's and Harbor Workers' Act and Jones Act which is applicable to the work or services provided under this contract.

SPECIFICATIONS

FUEL SPECIFICATIONS:

Ultra Low Sulfur #2 dyed diesel must meet or exceed the most recent issue of ASTM D975-03 S-15, Standard Specification for Diesel Fuel Oils and must be red-dyed to meet the government tax exempt status. Skagit County reserves the right to test fuel samples to verify specification compliance; failure to supply fuel that meets the minimum specifications may result in contract termination.

ESTIMATED USAGE FOR BIDDING PURPOSES:

For the purpose of bid analysis, Skagit County has estimated the mobile marine refueling purchase will be approximately 62,000 gallons of fuel annually, based on past and/or projected usage. This is solely an estimate and the County does not guarantee volume commitments or number of deliveries. Orders will be placed only on an as-needed.

Bids are to be based on the following approximate annual quantities for the two (2) year period. These estimates are not guaranteed and are provided for bidding purposes only. Tables listed below show the type of delivery, fuel type, approximate annual usage, storage (tank) capacity, and additional information listed under the comments column.

BID ITEM A		METERED FUEL DELIVERY (AS-NEEDED DELIVERY)	
F.O.B. Guemes Ferry (Ferry Terminal at Anacortes, WA)			
Fuel Type	Annual Usage	Storage Capacity	Comment

Ultra Low Sulfur #2 Dyed Diesel	Approximately 62,000 gallons	Four (4) 1500 gallon tanks; Total Capacity = 6,000 gallons	Average Delivery: 2,400 gallons
---------------------------------------	---------------------------------	--	------------------------------------

Bids will be analyzed based on above annual quantities over a two-year anticipated contract period.

FUEL SERVICE DELIVERY:

Delivery is desired within 24-hours after receipt of order. Skagit County reserves the right to schedule deliveries as necessary. Delivery shall not be complete until items listed in these specifications are delivered to the Guemes Island Ferry Terminal, 500 I Avenue, Anacortes, WA 98221.

No delivery shall be made without the presence of designated ferry personnel known as the Person In-Charge (PIC). Delivery slips, signed by PIC, must accompany all invoices.

The delivery vehicle must be fitted with a delivery meter, calibrated in gallons, on the discharge side of the vehicle's fuel delivery system. A 2" camlock fitting will be required.

FUEL PRICING:

Fuel prices for Ultra Low Sulfur #2 Dyed Diesel will be allowed to increase or decrease during the life of the contract. The OPIS DAILY "CONTRACT" AVERAGE rack prices (correlated to the actual delivery date) will serve as the basis for establishing contract fuel prices. Anacortes will be the OPIS reference city used to establish fuel prices for all deliveries to the Guemes Island Ferry. No other price change publication shall be considered.

Contractor(s) shall be required to maintain their own subscription to OPIS in order to correctly prepare invoices.

PRODUCT PRICE ADJUSTMENT:

Provisions or conditions for product price adjustment during the contract period must be supplied in a bidder statement accompanying the bid. Adjustments up and down may be based only on supplier rack price changes to the vendor, must be clearly documented, and must be easily auditable. Product price adjustments during the contract period must be supplied at each delivery.

The Contractor's delivery charge or margin must be firm for the period from date of contract execution for two (2) consecutive invoices. Skagit County will pay applicable fees and taxes on diesel fuels. **For the purpose of bid comparison**, Bidder's proposals are for the net price of fuel (including freight and mark-up) and spill response only, and should exclude any tax. **Do not add any applicable taxes to the proposal.**

ENVIRONMENTAL:

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

TAXES:

The fuels purchased under this contract qualify for exemption as it applies to non-highway use of fuel as used in the M/V Guemes ferry. Appropriate taxes and fees that shall be allowed and itemized on invoices are:

- US Federal lust/spill fund

- Federal Superfund Recovery Fee
- Washington and Federal Spill Recovery Tax
- Environmental Tax (WA Petroleum Product Tax & Hazardous Substance Tax)
- WA State Sales Tax (As applicable per RCW 82.08.020, and RCW 82.08.0255)

Any applicable taxes should be added to fuel prices at time of invoice, and shown separately on the invoice. Upon receipt of valid Mobile Facility Response Plan Preparation Guide (November 2006) (Appendix A), this guide may be used in preparing a spill response plan to comply with Chapter 173-180 WAC, Facility Oil Handling Standards.

The delivery equipment shall be equipped with spill response kits and have a wireless or remote shut-off device capable of stopping flow of oil from the mobile unit to the vessel. Drivers should be trained to comply with Department of Ecology oil handling and certification. Drivers providing delivery of fuel to the Guemes Ferry shall maintain 24-hour "HAZWOPER" (Hazardous Waste Operations and Emergency Response Standard) training certification.

Personnel with oil transfer duties shall have radios and a secondary means of communication.

SPILL RESPONSE:

The Contractor is solely responsible for any and all spills, leaks or releases, which occur as a result of, or are contributed to by, the actions of its agents, employees, or subcontractors. Therefore, the Contractor is expected to take all measures as required by law to prevent fuel spills (which includes but is not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land or water). In the event of a fuel spill, leak, or release, the contractor shall be responsible for the required notifications, containment, clean up, and disposal of the oil spilled and agrees to take the following actions:

1. If warranted, evacuate and warn those persons that may be affected by the spill.
2. Immediately contact the appropriate Emergency Response Agencies as required.
3. Notify the appropriate customer representative of the spill. Clean up the spill in a manner that complies with federal, state and local laws, regulations, rules and standards.
4. For spills that occur other than on a customer's owned or leased property, provide all notifications and reports as specified by federal, state and local laws, regulations, rules, standards and permits.
5. Possibly attend additional spill prevention training, at the Contractor's expense. Possibly acquire, at the Contractor's expense, additional spill prevention equipment.

Should the Contractor fail or refuse to take the appropriate and timely containment, clean up, and disposal actions, the customer may do so and the Contractor shall reimburse the customer for all expenses incurred including fines levied by appropriate agencies of federal or local governments. If there are no monies due, the remediation costs shall be the responsibility of the Contractor or submitted as a claim to the bonding company.

In compliance with the Spill Plan, there **may or may not** be a cost for the Contractor to provide this spill response service. For bidding purposes, Skagit County requests the bidder to submit any costs, **if applicable**, that would be applied to this contract. The number of deliveries is estimated for bidding purposes only, and is not guaranteed.

BID ITEM B SPILL RESPONSE SERVICE FEE – * IF APPLICABLE			
SPILL RESPONSE	UNIT PRICE PER DELIVERY	DELIVERIES OVER TWO YEAR CONTRACT	TOTAL PRICE
Spill Response Service	\$ XXX	Approx. 52	\$ XXX
*Note: Must meet all current United States Coast Guard requirements (WAC Chapter 173-180).			

ADDITIVES/CONDITIONERS/TREATMENTS:

At the County's request, Contractor may be required to supply and blend a fuel additive, conditioner, or treatment product to the fuel purchased. The price charged for additives, conditioners, or treatments shall not exceed the lowest price charged by the Contractor to other purchasers and the prices are to be comparable to current market rates of other suppliers. At the County's request, the Contractor is to provide supporting documentation to validate contract price compliance. Skagit County reserves the right to request other and/or different additives, conditioners, or treatments at any time during the contract period.

Two (2) additives, with a ratio of 1500/1, are currently being used by the County as follows:

- 1) Summer Treatment: Power Service brand, Diesel Kleen + Cetane Boost (or equivalent)
- 2) Winter Treatment: Power Service brand, Diesel Fuel Supplement + Cetane Boost (or equivalent)

Contractor shall use the treatments listed (or an equivalent); additives shall be included in the bid proposal.

BID ITEM C ADDITIVE; RATIO AS SPECIFIED BY MANUFACTURER			
SUMMER TREATMENT Diesel Kleen + Cetane Boost (or equivalent)	UNIT PRICE PER GALLON	WINTER TREATMENT Diesel Fuel Supplement + Cetane Boost (or equivalent)	UNIT PRICE PER GALLON
Additive	\$ XXX	Additive	\$ XXX

BID ITEM D METERED FUEL DELIVERY (AS-NEEDED DELIVERY) *AFTER HOURS*			
F.O.B. Guemes Ferry (Ferry Terminal at Anacortes, WA)			
Fuel Type	Annual Usage	Storage Capacity	Comment
Ultra Low Sulfur #2 Dyed Diesel	Approximately 62,000 gallons	Four (4) 1500 gallon tanks; Total Capacity = 6,000 gallons	Average Delivery: 2,400 gallons

AFTER HOURS DELIVERY:

After hours fuel delivery assumed to occur between the hours of 5 and 6 a.m.

Low Bid to be determined by the Total Bid Price excluding Bid Item D: Metered Fuel Delivery Total *After hours rate*.

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"/>

APPENDIX A

WASHINGTON DEPARTMENT OF ECOLOGY
Spill Prevention, Preparedness and Response

Mobile Facility Response Plan Preparation Guide (November 2006)
Chapter 173-180 Washington Administrative Code (WAC)



WASHINGTON DEPARTMENT OF ECOLOGY

Spill Prevention, Preparedness and Response

MOBILE FACILITY RESPONSE PLAN PREPARATION GUIDE

Chapter 173-180 Washington Administrative Code (WAC)

This guide is intended to help mobile facility companies prepare and use oil spill response plans. Mobile facilities are defined as rolling stock, truck, railcar, or other mobile device used to transfer oil to non-recreational vessels on Washington's waterways.

If you need this publication in an alternate format, please call Spills Program at 360-407-7455. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

TABLE OF CONTENTS

Introduction.....	3
Who must submit response plans?	3
Benefits of the response planning process	3
CHAPTER 1.....	4
Getting Started	4
I. Reviewing key definitions.....	4
II. Identifying a qualified individual.....	5
III. Transfer containment and recovery standards.....	6
A. If you choose pre-booming.....	6
B. If you choose the alternative measures to containment and recovery.....	6
IV. Ensuring the availability of response resources	7
CHAPTER 2.....	8
Writing the Plan	8
I. Plan formatting.....	8
II. Introduction and plan content.....	8
III. Emergency response actions	9
1. Notification procedures	9
2. Spill mitigation procedures	11
3. Response activities	12
4. Sensitive environments and guidance information.....	13
5. Disposal plan	14
IV. Training and Exercises	14
V. Plan review and update procedures	14
VI. Appendices	15
1. Appendix 1, Facility specific information.....	15
2. Appendix 2, List of contacts.....	15
3. Appendix 3, Equipment lists and records.....	15
4. Appendix 4, Communications plan	16
5. Appendix 5, Site-specific safety and health plan	16
6. Appendix 6, List of acronyms and definitions	16
CHAPTER 3.....	17
Maintaining the plan	17
I. Response information required during transfers	17
II. Training program.....	17
III. Exercise Program	18
IV. State Unannounced Drills.....	18
V. Inspection and maintenance of response resources	19
VI. Plan review and revision	19
1. Response Plan Submission Requirements.....	19
2. Response Plan Review and Approval	20

INTRODUCTION

Oil spills pose a significant risk to the state's environment and economy. Even small leaks and drips can cumulatively harm our environment. In 2004 the Washington State Legislature adopted a *zero spills* goal for the state and focused on oil transfers as a likely source of spills. In 2006, rules were adopted that set standards for facility transfers to non-recreational vessels. These rules include the requirement for mobile facilities to develop and implement oil spill response plans. This guide is a reference document for meeting this requirement. It is not intended as a substitute for reading the regulations.

Tip: Regulations can be downloaded at www.ecy.wa.gov/programs/spills/spills.html.

Who must submit response plans?

All mobile facilities that transfer oil to a non-recreational vessel must prepare and use an oil spill response plan. Most mobile fuelers are already familiar with federal requirements to develop response plans. However, unlike the federal rules which only require a response plan if you transfer to vessels with a fuel capacity of 10,500 gallons or more, the state requires a plan if you transfer to any non-recreational vessel *regardless* of the fuel capacity. The state and federal requirements are similar, and the key differences that are explained in this guide.

Tip: This guide will help you develop a plan that meets both federal requirements in 33 CFR Part 154 section F and state requirements in Chapter 173-180 WAC.

Benefits of the response planning process

Your response plan is a tool. You will be expected to use it during an actual spill response and you may find it becomes a vital part of your company's business plan.

If a spill originates from your facility, you are responsible for making notifications immediately and cleaning up the oil under state and federal pollution response laws. Good preparation may save you thousands of dollars in cleanup and liability costs, and will minimize the environmental damage.

Plan development includes more than just writing a plan. It includes collecting information, developing training programs, identifying priorities, assigning responsibilities, and making other critical management decisions. This overall process is just as valuable as the written plan itself. And this process should not stop once a plan is submitted. Regular maintenance of your plan through exercises and annual reviews will keep the process alive and maximize your preparedness.

CHAPTER 1

Getting Started

This chapter introduces you to basic response planning concepts and tasks. You should become familiar with these concepts and complete these preliminary tasks before you start writing a plan. Topics addressed include:

- I. Reviewing key definitions.
 - II. Identifying a qualified individual.
 - III. Understanding the transfer containment and recovery standards.
 - IV. Ensuring the availability of response resources.
 - V. Exercise and drilling response efforts.
-

I. Reviewing key definitions

There are several technical terms used in the oil spill response planning field. You should develop a working knowledge of these terms before you begin writing your plan.

1. Average most probable discharge means a discharge of 50 barrels or 1 percent of the volume of the worst case discharge, whichever is less. This term is applicable to the Coast Guard regulations.
2. Boom means flotation boom or other effective barrier containment material suitable for containment of oil discharged onto the surface of the water.
3. Certification means the documentation that a facility employee has met all requirements of an oil transfer training and certification program.
4. Class 2 facility (mobile facility) means a railroad car, motor vehicle, portable device or other rolling stock, while not transporting oil over the highways or rail lines of the state, used to transfer oil to a non-recreational vessel. This term is applicable to the state regulations.
5. Discharge means any spilling, leaking, pumping, pouring, emitting, emptying, or dumping regardless of quantity.
6. Ecology means the Department of Ecology.
7. Geographic Response Plans (GRPs) means pre-identified strategies to reduce impacts from oil spills. These strategies typically provide instructions for deployment of protective boom.
8. Maximum most probable discharge means a discharge of 1,200 barrels or 10 percent of the volume of a worst case discharge, whichever is less.
9. Navigable waters of the state means those waters of the state, and their adjoining shorelines, that are subject to the ebb and flow of the tide and/or are presently used, have been used in the past, or may be susceptible for use to transport intrastate, interstate, or foreign commerce.
10. Non-recreational vessel is defined as a vessel of any size used for monetary gain, or if leased, rented or chartered to another, is then used

for monetary gain. For example tour vessels, chartered fishing vessels, passenger vessels or chartered diving vessels would be considered non-recreational vessels. A houseboat, ski boat and other small floating craft on a rental or lease agreement and used for pleasure are considered recreational vessels.

11. Northwest Area Contingency Plan (NWACP) means state and federal policies, guidelines, and checklists that directly relate to oil spill response in Washington State.
12. Oil Transfer means a transfer of oil in bulk on or over waters of the state.
13. Owner or operator means in the case of an onshore or offshore facility, a person who owns or operates this type of facility.
14. Primary Response Contractor (PRC) means state approved oil spill response organization. The federal rules use the term “Oil Spill Response Organization” or OSRO.
15. Federal On-Scene Coordinator means the official predesignated by the Environmental Protection Agency or the U.S. Coast Guard to coordinate and direct oil spill clean-up operations.
16. State On-Scene Coordinator means the official predesignated by Washington State to coordinate and direct oil spill clean-up operations.
17. Waters of the state includes lakes, rivers, ponds streams, inland waters, underground water, salt waters, estuaries, tidal flats, beaches and land adjoining the seacoast of the state, sewers, and all other surface waters and watercourses within the jurisdiction of the state of Washington.
18. Worst case discharge means for a mobile facility, the loss of the entire contents of the container in which the oil is stored or transported.
19. Qualified Individual or “QI” means a person qualified and designated as required under 33 CFR 155, or the person with overall responsibility for oil transfer operations if not otherwise designated.

II. Identifying a qualified individual

You must designate a qualified individual and at least one alternate qualified individual. The qualified individual or alternate must be available 24 hours a day and able to arrive at a transfer location in a reasonable amount of time should a spill occur. The federal rules require that your qualified individual and alternate must:

- Reside in the United States.
- Speak fluent English.
- Be an expert in the contents of your facility response plan and their responsibilities under your response plan.

As a facility owner or operator, you are responsible for ensuring that your qualified individual and alternate have full authority to conduct the following activities:

- Activate the response contractor.
- Liaison with the Federal and State On-Scene Coordinators.
- Obligate funds necessary to carry out an oil spill response.

Tip: Refer to 33 CFR Part 154.1026 for more information about qualified individuals.

III. Transfer containment and recovery standards

The state oil transfer rules establish two rates for oil transfer containment and recovery standards (Rate “A” and “B”). You must decide which rate applies to you and then meet the transfer containment and recovery standards for that rate.

- Rate A: Oil transfer operations at a rate over five hundred gallons per minute; and
- Rate B: Oil transfer operations at a rate of five hundred gallons or less.

Mobile facilities would typically fall under Rate B classification. Transfer containment and recovery standards required for Rate B are discussed below. If you believe that you transfer at Rate A (not likely for mobile facilities), please contact Ecology for assistance in understanding the rules.

Under Rate B, you may choose to meet either the pre-booming requirements or the alternative measure requirements for each transfer. Whichever measure you choose, the personnel handling the boom must be trained in the proper use and maintenance of the boom and recovery equipment.

Tip: The regulatory citation for Rate A/Rate B transfer rates is found in WAC 173-180-220.

A. If you choose pre-booming

Prior to starting an oil transfer operation you must:

- Deploy boom so that it completely surrounds the vessel(s) and dock area directly involved in the oil transfer operation, and with a minimum stand-off of five feet away from sides of vessel. (This stand-off may be modified for short durations needed to meet a facility needs). Or the deliverer may pre-boom the portion of the vessel and transfer area which will provide maximum containment of any spill into the water.
- Periodically check the boom positioning and adjust it as necessary.
- Have the following recovery equipment available on-site:
 - containers available for holding recovered oil/oily water.
 - non-sparking hand scoops, shovels, and buckets available.
 - enough sorbent material and storage capacity available for a two barrel oil spill appropriate for use on water and land.

In addition, within one hour of being made aware of a spill, the deliverer must be able to completely deploy an additional five hundred feet of boom. This boom may be used for containment, recovery and/or protection.

B. If you choose the alternative measures to containment and recovery

Prior to starting the oil transfer operation you must:

- Have access to boom sufficient to completely surround the vessel and dock area directly involved in the oil transfer operation.

- Have the following recovery equipment available on-site:
- containers suitable for holding the recovered oil and/or oily water
- non-sparking hand scoops, shovels, and buckets
- sorbent materials and storage capacity for two barrel oil spill appropriate for use on water or land.

In addition, within one hour of being made aware of a spill the deliverer must be able to complete deployment of an additional five hundred feet of boom for containment, protection or recovery;

AND

Within two hours of being made aware of a spill, the deliverer must have an additional five hundred feet of boom available on-scene for containment, protection, or recovery.

IV. Ensuring the availability of response resources

The rules require that you ensure the availability of the oil spill response resources listed in your plan by using one or any combination of the following methods:

- A written agreement with a state approved contractor to provide the equipment. The agreement must identify and ensure the availability of necessary equipment and personnel to respond within the transfer containment and recovery standards, or
- Written certification by the facility owner or operator regarding the availability of facility personnel and equipment. The certification must state that applicable personnel and equipment are owned, operated, or under the direct control of the facility owner operator and are available to meet the transfer containment and recovery standards, or
- Active membership in a local or regional oil spill removal organization or cooperative,). This organization must identify personnel and equipment that are available to respond to a discharge.

Include copies of contracts or similar documents in your response plan. This information must be available for inspection by Ecology at all times.

Tip: A list of state approved contractors and cooperatives (Primary Response Contractors) can be located on Ecology's web site at <http://www.ecy.wa.gov/programs/spills/preparedness/prc/prc.htm>.

CHAPTER 2

Writing the Plan

This chapter guides you through a step-by-step plan development process. Topics addressed include:

- I. Plan formatting
- II. Introduction and plan content
- III. Emergency response actions
- IV. Training and exercises
- V. Review and update procedures
- VI. Appendices

I. Plan formatting

Keep the following rules in mind as you write and organize your plan:

- Write the plan so it will be easy to use in the event of a spill response.
- Organize the plan in the order specified in 33 CFR Part 154.1030, and outlined in this guide.
- Include easy to find markers or tabs that identify each section. Use cross references to show where you meet the federal and state requirements in the plan.

II. Introduction and plan content

This section should be the first section in your plan, and should include:

- A table of contents.
- A record changes page.
- The facility's name, address, city, county, state, ZIP code, telephone number, and FAX number.
- The name, address and 24-hour contact information for the facility owner or operator.

Note: Include a mailing address if it is different from the street address.

For example

Name of facility: Todd's Oil Company
Street Address: 1234 Wild Road, Olympia, WA 98506
Mailing Address: PO Box 8888, Olympia, WA 98506
County: Thurston
Telephone: (360) 123-4567
Fax: (360) 999-8888

Facility owner information
Name: Todd Johnson
Address: 1234 Wild Road, Olympia, WA 98506
Telephone: (360) 123-4567
Pager: (360) 999-7777

III. Emergency response actions

This section of your plan must include the following subsections 1 to 5:

1. Notification procedures

List the persons or organizations you must notify in the event of an oil spill from your facility. At a minimum, the list should include:

- Facility response personnel identified in the response plan.
- Primary Response Contractor.
- Qualified individual and alternative.
- Federal, state, or local agencies, as required.

This section must indicate the legal requirement to notify the National Response Center and Washington State Emergency Management Department, and contain a statement that it is not necessary to wait until all information is available before making initial notifications.

Sample notification form		
Qualified Individual	Phone #	Pager#
Todd Johnson		
Alternate Qualified Individual		
Sam Johnson		
Facility Response Personnel		
Name (List all applicable personnel)	(Phone/Pager#)	(Role)
Oil Spill Removal Organization:		
Clean It Up Company	Phone 1-800-BIG-SPIL	
Federal, State, and Local Agencies		
Fire Dept	911	
National Response Center	1-800-424-8802	
Washington State Emergency Management	1-800-258-5990	
(Others as appropriate)		

Tip: When training your staff on making notifications, you should stress the order of notifications and the legal requirement to make the calls to NRC and WA State EMD. Failure to do so may result in penalties.

Note: Others as appropriate may include the local Coast Guard office, the Department of Ecology, and the Local Department of Emergency Management Office. These calls should not be made until after the required calls are completed.

Discharge Form: The plan should contain a form that will be used to collect the information the response agencies will request during initial and follow-up notifications. See sample on next page.

Reporting party

Name:

Phone:

Company:

Position:

Address:

City, State, Zip

Suspected party

Name:

Phone:

Company:

Organization type: (private, public etc.)

Address:

City, State, Zip

It is not necessary to wait for all information before calling the National Response Center 1-800-424-8802 and WA State EMD 1-800-258-5990

Were materials discharge? Yes / No**Calling for responsible party? Yes / No****Incident description**

Source and/or cause of incident:

Date and time:

Incident address/location:

Distance from city:

Nearest city:

Storage tank container:

Above ground? Yes / No

Below ground? Yes / No

Facility capacity

Tank capacity:

Mile post or river mile:

Latitude degrees:

Longitude degrees:

Materials

Discharge unit or quantity:

Discharge material:

Measure:

Quantity in water:

Response actions

Actions taken to correct or mitigate incident:

Impact

Number of injuries:

Evacuation necessary? Yes / No

Damage?

Number of fatalities:

Number evacuated:

Additional information (any information about the incident not recorded elsewhere in the report)

Caller notification

Fire

NRC

WA State EMD

USCG

Ecology

Other

2. Spill mitigation procedures

This section should identify the following potential spill volumes for each group of oil handled by the facility:

- Average most probable discharge.
- Maximum most probable discharge.
- Worst case discharge.

Sample

Todd's Oil Company operates one tank truck with a total oil capacity of 5,000 gallons. Discharge calculations are based on this figure. The company transfers diesel exclusively, so the oil group type is non-persistent.

Discharge type: Non-persistent oil group

Average most probable 50 gallons (1% of worst case)

Maximum most probable 500 gallons (10% of worst case)

Worst case 5,000 gallons

These numbers are used when designing spill scenarios from your facility.

In addition, this section should include procedures that your facility personnel will follow to mitigate or prevent a discharge of oil involving the following scenarios:

- Hose failure;
- Tank overfill;
- Tank failure;
- Explosion or fire; and
- Equipment failure (pumping system failure, relief valve failure, etc.)

Include in this section a list of response equipment owned and available to the company and describe the responsibilities of the facility personnel when responding to an average most probable discharge.

Sample spill mitigation and prevention procedures

Hose failure

1. Stop the transfer operation.
2. Disconnect and remove the hose (if safe).
3. Notify coworker and ship personnel.
4. Notify Todd's Oil dispatch; dispatch will notify response contractor, NRC, WEMD, etc.
5. Place absorbent pads on and around the spill.
6. If feasible, use a vacuum truck to collect spilled product.

Tank overfill

1. Stop the transfer operation.
2. Notify coworker and ship personnel.
3. Notify Todd's Oil dispatch; dispatch will notify response contractor, NRC, WEMD, etc.
4. Place absorbent pads on and around the spill.
5. If feasible, use a vacuum truck to collect spilled product.

Tank failure

1. Stop the transfer operation.
2. Stop the flow (if possible).
3. Notify coworker and ship personnel.

4. Notify Todd's Oil dispatch; dispatch will notify response contractor, NRC, WEMD, etc.
5. Place absorbent pads on and around the spill.
6. Place boom around tank/spill area.
7. If feasible, use a vacuum truck to collect spilled product.

Explosion or fire

1. Stop the transfer operation.
2. Notify coworker and ship personnel.
3. Notify the fire department.
4. Notify Todd's Oil dispatch.
5. Attempt fire fighting with extinguishers if safe.
6. Place absorbent pads on and around the spill.

Equipment failure

1. Stop the transfer operation.
2. Notify coworker and ship personnel.
3. Notify Todd's Oil dispatch.
4. Place absorbent pads on and around the spill.

3. Response activities

This section of your plan should include the following information:

- The responsibilities of facility personnel to initiate and supervise a response pending the arrival of the qualified individual.
- The responsibilities and authorities of the qualified individual and the alternate qualified individual.
- The identity and capabilities of response contractors to respond to a worst case discharge.

Tip: Use Appendix C to 33 CFR Part 154 to identify and evaluate required response resources for facility response plans.

Sample response activities**Facility personnel responsibilities**

1. Stop the transfer
2. Notify coworker and ship personnel
3. Notify Todd's Oil dispatch; dispatch will notify NRC, WEMD, etc.
4. Place absorbent pads over and around the spill.

Qualified individual and alternative responsibilities

1. Activate and contract with oil spill removal organizations
2. Act as liaison with the Federal and/or State On-Scene Coordinator
3. Obligate funds required to carry out response activities

Oil Spill Removal Organization/Primary Response Contractor

1. Clean It Up Company is Todd Oil Company's primary oil spill removal organization. The 24-hour phone number for Clean It Up is 1-800 BIG SPIL. Clean It Up has the resources and personnel to respond to the following Todd Oil
2. Company spill scenarios:
3. Average most probable discharge (50 gallons)
4. Maximum most probable discharge (500 gallons)
5. Worst case discharge (5000 gallons)

Clean It Up Company does not have an oil spill removal organization classification from the Coast Guard. The equipment and personnel resources available to Todd's Oil Company through Clean It Up Company are listed in Appendix 3 of Todd's Oil Company's response plan.

4. Sensitive environments and guidance information

Include the following information about sensitive environments in your plan:

A list of all potentially affected sensitive environments. Prepare a separate list for each transfer location.

- A description of response actions to protect sensitive environments.
- A map or chart showing the location of all applicable sensitive environments.
- A list of response equipment and personnel available by contract or other approved means to protect sensitive environments.

Where can I find resources to meet this requirement?

The Northwest Area Contingency Plan (NWACP): The NWACP contains state and federal policies, guidelines, and checklists that directly relate to oil spill responses in Washington State. The NWACP can be found on line at <http://rrt10nwac.com/>

The NWACP contains GRPs that provide detailed information that is useful in responding to environmentally sensitive areas, climatic and geographic information. GRPs are available on line at the ecology preparedness website. <http://www.ecy.wa.gov/programs/spills/preparedness/preparednesstable.htm>

A list of oil spill response equipment located in specific geographic areas can be located on a data base hosted by Genwest Systems, Inc. <http://www.wrrl.us/index.html>.

5. Disposal plan

Describe disposal procedures for recovered oil and oil contaminated debris in this subsection.

Tip: A sample disposal plan can be found in the NWACP, Section 9620.

IV. Training and Exercises

Include in this section a statement that the facility will participate in unannounced drills as described in WAC173-180 part H and required in WAC 173-180-730.

This section should be used to describe how your facility meets the training and exercise program requirements of 33 CFR Parts 154.1050 and 154.1055 as well as the drill requirements in WAC 173-180-810. Chapter 3 addresses training and exercise program requirements.

V. Plan review and update procedures

This section should describe the procedures that you will use to review and update your plan. Chapter 3, section F addresses plan review in detail.

The review and update procedures should reflect the requirement to keep the plan up-to-date and accurate with a formal internal review annually. As there are many copies of the plan, the procedures should detail how the facility will manage oversight and tracking of changes. WAC 173-180-760 requires the facility to submit two paper copies and one electronic of the changed sections to Ecology.

In addition to the facility's internal reviews, Ecology reviews the facility's oil transfer response plan every five years. This section should describe the procedures the facility will use to ensure at least **ninety calendar days in advance of the expiration date of the response plan**, two paper copies and one electronic copy of the response plan is submitted for re-approval or a letter is sent requesting review of the response plan currently on file.

Tip: Ecology may review and request changes to your response plan following any oil spill, inspection, or drill.

Note: You must keep the response plan at each transfer location as well as the primary place of business (reference WAC 173-180-770).

VI. Appendices

Include the following appendices in your plan:

1. Appendix 1, Facility specific information

This appendix must contain a description of the facility's principal characteristics, including:

- A physical description of the facility including a plan of the facility showing the mooring areas, transfer locations, control stations, locations of safety equipment, and the location and capacities of all piping and storage tanks, as applicable
- A list of the sizes, types, and number of vessels that the facility can transfer oil to or from simultaneously
- A list containing information on the oil handled in bulk. Product information must include:
 - Generic or chemical name
 - Appearance and odor
 - Physical and chemical characteristics
 - Handling hazards
 - Fire fighting procedures

2. Appendix 2, List of contacts

List 24-hour contact information for key individuals and organizations, including:

- The primary and alternative qualified individual.
- Primary Response Contractor.
- The appropriate federal, state, and local officials.

3. Appendix 3, Equipment lists and records

Include a list of equipment and facility personnel required to respond to an average most probable discharge in this appendix.

List all of the major equipment identified in your plan that belongs to a contractor that is available, by contract or other approved means, to respond to a maximum most probable or worst case discharge. Include the following information for each piece of equipment:

- The type, make, model, and year of manufacture listed on the nameplate of the equipment.
- The effective daily recovery rate for oil recovery devices
- The overall height and type of end connectors for containment boom
- The applicable spill scenario (worst case discharge, maximum most probable discharge, or average most probable discharge)

Note: Include a diagram of your mobile transfer facility and a basic description of a typical mooring area in this section.

Tip: You can use a material safety data sheet (MSDS) that meets Occupational Safety and Health Administration (OSHA) regulations in 29 CFR Part 1910.120 or equivalent to fulfill this requirement. If you have MSDS's in your facility operations manual, you can simply reference the applicable operations manual section in this appendix.

Note: Make sure you list the location of this equipment.

- The total daily capacity for storage and disposal of recovered oil
- The primary and secondary radio frequencies for communications equipment
- The location
- The date of last inspection

Tip: It may not be necessary to repeat all of this information in your plan if it exists elsewhere. You can refer to the regional list of equipment to meet this requirement. You can include this equipment information in a separate document as long as the appendix references that document. If your oil spill removal organization is classified by the Coast Guard and its capacity equals or exceeds the response capability needed by your facility, it is not necessary to list the organization's response equipment in the appendix. In this case, simply note the appropriate Coast Guard classification.

4. Appendix 4, Communications plan

Describe the primary and alternate methods of communication during oil spills. Your communications plan should address all transfer locations identified in the response plan.

Tip: You may refer to communication equipment provided by your oil spill removal organization in the communications plan. This appendix may reference an existing communications plan.

5. Appendix 5, Site-specific safety and health plan

Describe the safety and health plan that you will implement for any response location. Provide as much detail as is practicable in advance of an actual oil spill.

Tip: You may reference an existing site safety plan prepared to meet OSHA requirements.

6. Appendix 6, List of acronyms and definitions

List and define acronyms used in your response plan that are unique to your company or that are commonly used by response agencies. Include any definitions that are critical to understanding your response plan.

CHAPTER 3

Maintaining the plan

Just because you finished writing your plan doesn't mean that the response planning process is complete. A response plan is a living document and needs proper care and maintenance. Properly maintaining your plan will enhance your preparedness to respond to an oil spill and will ensure future compliance with the regulations. This chapter discusses key plan maintenance tasks and highlights common problem areas for plan holders. Topics addressed include:

- I. Response information required during transfers
 - II. Training program
 - III. Exercise programs
 - IV. State unannounced drills
 - V. Inspection and maintenance of response resources
 - VI. Plan submission, approval, review, and revision procedures
-

I. Response information required during transfers

Mobile facility operators must carry certain response plan-related information with them during transfer operations. Required information includes:

- A description of the response activities for a discharge which may occur during transfer operations, checklists work well for this
- A list of response resources available to respond to a discharge from the facility
- A contact list for persons and agencies that must be advised of an oil spill from the facility, including the National Response Center and Washington State Emergency Management.

You should retain the above information at your principal place of business as well.

II. Training program

A response plan must describe the training requirements of WAC 173-180-810 and 33 CFR 154.1050. A facility owner of a mobile facility must identify the training to be provided to each individual with responsibilities under the plan. A facility owner or operator must identify the method to be used for training any volunteers or casual laborers during a response to comply with the requirements of 29 CFR 1910.120. In addition:

- A facility owner or operator shall ensure the maintenance of records sufficient to document training of facility personnel; and shall make them available for inspection upon request by Ecology. Records for facility personnel must be maintained at the facility for 3 years.

- Where applicable, a facility owner or operator shall ensure that a Primary Response Contractor identified in the response plan to meet the requirements of this subpart maintains records which are sufficient to document training for the organization's personnel and they are available for inspection upon request by the facility's management personnel, the QI and Ecology. Records must be maintained 3 years following completion of training.
- The facility owner or operator remains responsible for ensuring that all private response personnel are trained to meet the OSHA standards for emergency response operations in 29 CFR 1910.120.

III. Exercise Program

Your response plan must describe your company's pollution response exercise program or drill program. Ecology will attend and evaluate deployment drills that test your ability to use the response equipment and your emergency shutdown procedures. Under the federal requirements, exercise programs include the following exercise types and frequencies:

- Quarterly qualified individual notification exercises
- Annual spill management team tabletop exercises
- Semiannual facility-owned equipment deployment exercises
- Annual oil spill removal organization-owned equipment deployment exercises

In the Northwest, drills are scheduled in advance on the Area Exercise Schedule. (http://rrt10nwac.com/files/schedule/drill_schedule.html). We will assist you in tracking and meeting the requirements of these drills. A separate drill guidance manual for mobile facilities has been prepared. It is available at (www.ecy.wa.gov/programs/spills/spills.html).

Note: Annually, at least one of the exercises listed above must be unannounced. Unannounced means that the people participating in the exercise are not advised in advance of the exact date, time, and scenario of the exercise.

IV. State Unannounced Drills

The state may use unannounced drills to test your response capabilities. The plan must include a statement that the facility will participate in unannounced drills as described in part H of WAC 173-180. Ecology may conduct the following types of unannounced drills (WAC 173-180-810):

- Deployment drills that may involve testing whether or not the facility can deploy personnel, boom, recovery, and storage equipment as described in WAC 173-180-215.
- Notification and emergency shutdown procedure drills. These drills involve testing the facility's ability to follow the notification in the response plan and emergency shutdown procedures described in the operations manual.

Ecology will evaluate these drills. At the start of the unannounced drill, Ecology will notify you of the drill objectives, expectations and scenario.

You may request to be excused from an unannounced deployment drill if conducting the drill poses:

- An unreasonable safety or environmental risk or,
- Significant economic hardship.

We will provide you with a drill evaluation. If significant deficiencies are found during the drill, you may be required to re-drill once the problems are corrected.

V. Inspection and maintenance of response resources

You must ensure that all major facility-owned response equipment, including containment booms, skimmers, and work boats, is periodically inspected and maintained in good operating condition in accordance with manufacturer recommendations and best commercial practices.

For all facility-owned response equipment, Ecology may:

- Verify that the equipment inventories exist as represented
- Verify the existence of maintenance records
- Verify that the maintenance records reflect the actual condition of the equipment
- Inspect and require operational tests of the equipment

Make sure that you document all equipment inspection and maintenance. The documentation does not need to be in your response plan; however, it should be readily available for inspection at all times. Maintain these records for at least 3 years.

Note: You are not required to inspect, maintain or document the maintenance of equipment owned and operated by your Primary Response Contractor.

VI. Plan review and revision

1. Response Plan Submission Requirements

You must prepare and submit a response plan to the Department of Ecology if you own or operate a mobile facility and transfer oil to a non-recreational vessel regardless of size.

Two paper copies and one electronic copy of the response plan must be delivered to:

The Department of Ecology
Spill Prevention, Preparedness, and Response Program
Response Plan Review
P.O. Box 47600
Olympia, WA 98504-7600

OR

300 Desmond Drive
Lacey, WA 98503

2. Response Plan Review and Approval

Once we receive your plan, we will review it and contact you if:

- The response plan has been approved. You will receive a letter indicating approval and will include an expiration date for the response plan.
- Deficiencies are found in the response plan. If deficiencies are found, we will grant you conditional approval and help you understand what needs to be done to complete the plan.

In between the five years for plan approval, you must review your plan annually within 1 month of the anniversary date of submission of the plan to the Department of Ecology.

You must submit any revisions you make to your plan to the Department of Ecology and all other plan holders. Along with the revisions, you should submit a cover letter listing all of the revisions to the plan. Note all plan revisions on your plan's record of changes page.

If, after conducting an annual review, you determine that no revisions are necessary, simply indicate the completion of the annual review on your plan's record of changes page and send a letter to us indicating there are no changes.

You must submit revisions to your response plan when any of the following scenarios occur:

- Changes in the facility's configuration that significantly affect response plan information
- Changes in the type of oil handled by the facility that affect required response resources
- Changes in the name or capabilities of your oil spill removal organization
- Changes in the facility's emergency response procedures
- Changes in the facility's operating area
- Other changes that significantly affect implementation of the plan.

Note: If you add new transfer locations to your operating area, you must update your response plan and submit the updates to the Department of Ecology before conducting transfers at these locations.

APPENDIX B

SAMPLE VENDOR SERVICES AGREEMENT

VENDOR SERVICES AGREEMENT

Skagit County, through the Department of _____ (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) # _____, and others as may be necessary.

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 one year 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 _____, 2023.

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

Ron Wesen, Chair

Lisa Janicki, Commissioner

Attest:

Peter Browning, 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

INFORMATIONAL ONLY

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.

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