

GENERAL INFORMATION

PROJECT TITLE

Transfer Station Plastic Recycling Services

DESCRIPTION OF SERVICES

Skagit County Public Works is interested in obtaining services from qualified service providers for the transportation and processing of recyclable plastic products including PET/PETE bottles, HDPE bottles/jugs, and dairy tubs collected at Skagit County transfer sites.

BACKGROUND

Skagit County Public Works (County) currently operates the Skagit County Transfer and Recycling Station (Transfer Station), located at 14104 Ovenell Road, Mount Vernon, the Sauk Transfer Site located at 50796 State Route 20, Concrete, and Clear Lake Recycling & Compactor Site located at 23202 Howey Road, Clear Lake. Plastic bottles, jugs, and tubs are collected for recycling by households at all 3 transfer sites.

SITE INFORMATION

The Transfer Station accepts plastic for recycling from Skagit County households through drop-off by self-haul customers.

On average, the three transfer sites collect between 4 to 8 tons of plastic each month.

Plastics collected from customers would be driven by County staff to an agreed-upon receiving facility within Skagit County. The vendor would then recycle those materials for reuse. Skagit County shall retain ownership of all recyclable materials until acceptance by the vendor, at which time ownership shall transfer to the vendor. The materials accepted for recycling shall be:

- PET/PETE bottles (#1 plastic)
- HDPE bottles/jugs (#2 plastic)
- Dairy tubs, e.g. butter, yogurt, cottage cheese (#5 plastic)

These materials shall be delivered loose, not bagged.

No guarantees of quantities of recyclable materials to be processed by the contract are expressed or implied. Materials tendered for recycling by the County shall be recycled in accordance with Washington State Department of Ecology regulations.

SCOPE

The County is soliciting a Call for Bids for the recycling of plastic products collected at the Skagit County Transfer Sites. The following list is the anticipated tasks to be included in the project:

- Acceptance of plastic products at a site ideally within 10 miles of the Transfer Station at 14104 Ovenell Road
- Proper recycling of all plastic products
- Timely and accurate invoicing of all services provided, along with documentation of recycling

A detailed service agreement will be negotiated with the successful candidate following notification from the County of contract award.

VOLUNTARY SITE VISIT

A voluntary site visit of the Transfer Station maybe be arranged during regular business hours. Directions to the Skagit County Transfer Station are provided in Exhibit A: Site Visit Information.

Photographs will be permitted during the site visit. The site visit will involve walking around the Transfer Station grounds. Personal protective equipment (PPE) including hardhat, safety vest, and closed-toe shoes are required and must be worn at all times while onsite. Those attending should provide their own PPE for the site visit. Prospective firms must send notifications to schedule a site visit in writing via email by July 30, 2024. Notification should be sent to:

Margo Gillaspy, Solid Waste Division Manager
Skagit County Public Works
margog@co.skagit.wa.us

INTENT OF CONTRACT

The agreement will be awarded for a two (2) year term and shall commence October 1, 2024. Prices offered are to be firm for this period and will not be subject to negotiation. At the sole option and discretion of the County, the Contract may be extended for up to one (1) additional successive terms of two (2) years on substantially similar, pursuant to the terms herein, terms and conditions, by duly executed subsequent written amendment to this Contract. In the event that the County elects to so extend this Contract, it shall provide the Contractor with written notice of extension at least thirty (30) days prior to the expiration of the Contract, but in no event shall the Contract continue for more than a total of four (4) years from the date of execution (in the event that the County elects to exercise the two (2) year extensions of this contract as provided herein).

BID DUE DATE

Monday, August 12, 2024 at 12:30 p.m.

BID PROPOSAL

Bid Proposal must include:

- Completed Exhibit B: Rate Structure.
- A detailed list of accepted plastic materials, and plastic materials not accepted for recycling.
- Proposed receiving facility within Skagit County, days/times of acceptance, and daily/monthly acceptance amounts.

Bids will be based on a “per ton” basis. Price shall be inclusive of transportation.

Skagit County reserves the right to reject any or all bids, waive informalities, and make 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.

BID GUARANTY

No bid will be considered unless accompanied by a bid proposal deposit in cash, certified check, cashier’s check or surety bond in an amount equal to five percent (5%) of the total estimated contract amount of \$250,000.

INTERPRETATION OF BID AND PURCHASE DOCUMENTS

Skagit County will not provide binding oral interpretations to bidders as meaning of bid or contract documents; oral communication is not binding upon Skagit County. **All questions and requests for interpretation shall be in writing and submitted no later than 4:00 p.m. on Thursday, August 1, 2024** to Margo Gillaspay, Solid Waste Division Manager, by e-mail to margog@co.skagit.wa.us with the subject line reading, "Transfer Station Tire Collection Service". **All addenda will be posted online for this Project by 4:00 p.m. Tuesday, August 6, 2024.** If further addenda are required to be issued, the bid opening may be postponed. All addenda shall become part of the bid package.

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 insure 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 the addendum may result in rejection of the bid.

CONDITION OF AWARD

It is the intent of Skagit County to award a contract to the lowest responsible responsive bidder. All terms and conditions listed in the contract provisions and specifications apply to this condition. Prior to 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) have a current Washington Unified Business Identifier (UBI) number; 2) have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW; 3) have a Washington Employment Security Department number (ESD), as required in Title 50 RCW and provide documentation from ESD to Skagit County; 4) have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW; and 5) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

EXECUTION OF CONTRACT

Within ten (10) 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 Skagit County deems the circumstances warrant it.

FAILURE TO EXECUTE CONTRACT

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

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.

PROTESTS

Protests will be addressed in accordance with applicable State law.

INSURANCE

Contractor shall comply with the following conditions and procure and keep in force during the term of this agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the County.

1. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
2. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.
3. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance (Stop Gap) with limits not less than \$1,000,000 per occurrence. If the County authorizes sublet work, the Contractor shall require each Subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the County. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this agreement.

Upon written request by the County, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

Prior to the Contractor performing any work, Contractor shall provide the County with a Certificate of Insurance acceptable to the County Attorney evidencing the above-required insurance and naming Skagit County, its officers, employees and agents as additional insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this agreement and that such insurance shall apply as primary insurance on behalf of such additional insureds. Skagit County shall be named as an Additional Insured by endorsement using ISO Form CG 2010 or equivalent. Receipt by the County of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirement

The insurance policies required in this contract are to contain and be endorsed to contain the following provisions:

With respect to all Liability Policies:

Skagit County its officers, officials, employees, and agents and volunteers are named as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this contract.

PAYMENTS

Billing: Invoices must be itemized as follows: Date(s) of service, tonnage of plastics and Contractor/Owner name, Rate per ton/flat fee. The Contractor/Owner shall be paid, upon

submission of a proper Payment Request, the prices stipulated herein for services performed (less deductions, if any), in accordance with all payment and retainage instructions herein. All accounts are paid according to RCW 39.76. Submitted Payment Requests must contain the following minimum information:

- a) Contract number (mandatory);
- b) Item number, quantity and description as appropriate;
- c) Unit and extended prices
- d) Contractor/Owner name.
- e) Washington state sales tax as applicable.

Email invoices to:

PWAccountsPayable@co.skagit.wa.us

and cc:

margog@co.skagit.wa.us

-or-

Mail Payment Requests to:

Skagit County Public Works

ATTN: Solid Waste

1800 Continental Place

Mount Vernon, WA 98273-5625

Payment Terms: Net 30 days

Subcontracting: Proposals to assign or subcontract any of the service requested in this bid will not be considered. No portion of this contract may be subcontracted after bid award.

Termination: Skagit County reserves the right to terminate service due to documented performance problems by giving thirty (30) days notice to the Contractor/Owner.