

**RESOLUTION NO. R-022-2021**

**NOTICE OF CALL FOR BIDS  
Adams County Department of Public Works**

Notice is hereby given by the Board of Adams County Commissioners that sealed bids will be received at their office in the Courthouse in Ritzville, Washington, until 10:15 a.m., Monday, April 26<sup>th</sup>, 2021 at which time and place they will be publicly opened and read for the transporting of Solid Waste Refuse from Adams County Transfer Stations to the Columbia Ridge Landfill site, located in Arlington County, Oregon.

Please identify bids on the outside of the envelope as:

**“TRANSPORTATION HAUL OF SOLID WASTE REFUSE”**

Specifications and bid forms are available at the Adams County Public Works Department office, 210 W. Alder, Ritzville, Washington, 99169. Bids must be on the forms provided by the Public Works Department office and be attached to the County specifications.

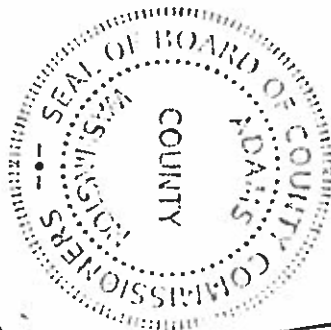
Bidder shall submit bid in separate sealed envelope addressed to the Adams County Board of Commissioners, 210 W. Broadway, Ritzville, Washington 99169.

The Board of Adams County Commissioners reserves the right to reject any or all bids, to waive informalities or irregularities in the bids or in the bidding, if the best interest of Adams County will be served, or to accept the bid, which in their opinion serves the best interest of Adams County.

Bidders are advised that Adams County, being a municipal corporation, is exempt from Federal excise tax.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Dated this 5<sup>th</sup> day of April, 2021.



BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, WASHINGTON

*Dan C. Blankenship*  
Dan C. Blankenship, Chairman

*Terrance J. Thompson*  
Terrance J. Thompson, Vice-Chairman

*Jay R. Weise*  
Jay R. Weise, Commissioner

ATTEST:

*Patricia J. Phillips*  
Patricia J. Phillips, CMC  
Clerk of the Board

# **BOARD OF ADAMS COUNTY COMMISSIONERS**

## **NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Adams County, Washington will, pursuant to law, open bids on **April 26<sup>th</sup>, 2021 at 10:15 a.m.**, or as soon thereafter as possible, in Room 200, Adams County Courthouse, Ritzville, Washington for the Transportation of Solid Waste Refuse from Adams County Transfer Stations to the Columbia Ridge Landfill site, located in Arlington County, Oregon.

### **BIDS SHALL BE:**

1. Sealed.
2. Plainly Marked: TRANSPORTATION HAUL OF SOLID WASTE REFUSE
3. Addressed to: Board of Adams County Commissioners  
Attention: Patricia J. Phillips  
210 W Broadway  
Ritzville, Washington 99169
4. Bids must be in the Office of Adams County Commissioners on or before bid time of:

**Monday, April 26<sup>th</sup>, 2021 at 10:15 a.m.**

Specifications for said bid are on file in the office of the Public Works Director, 210 W. Alder, Ritzville, Washington 99169. (509) 659-3276

ADAMS COUNTY PUBLIC WORKS DEPARTMENT

210 W. Alder  
Ritzville, Washington 99169  
(509) 659-3276

**INVITATION TO BID**

Date Prepared	March 31 <sup>st</sup> , 2021	<b>BID # -- SW – 2021</b>
Department	Public Works – Solid Waste	Submit, sealed, with bid number on outer cover
FOB Delivery	Point	To: Board of County Commissioners Office, 210 West Broadway, Ritzville Washington not later than 10:15 a.m. on:

**Monday, April 26<sup>th</sup>, 2021**

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LATE BIDS WILL BE REJECTED

**GENERAL DESCRIPTION:**

*“Transportation of Solid Waste Refuse from Adams County Transfer Stations to the Columbia Ridge Landfill Site.”*

**CONDITIONS AND INSTRUCTIONS TO BIDDER**

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 79 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

In compliance with this Invitation to Bid, and subject to the conditions and instructions, the undersigned hereby submits the above bid quotation/quotations F.O.B. delivery point specified. The signer represents that the prices in this bid are neither directly nor indirectly the results of any agreement with any other company.

Adams County reserves the right to reject any and all bids, to waive any informality in bids and to accept any item in the bid. Bids **MUST BE SIGNED TO BE ACCEPTED.**

If a Public Works contract is required, Bidder must agree to pay prevailing wages within accordance of RCW 39.12.010.

Bids MUST BE submitted on bid forms using ink, indelible pencil, or typewriter.

Unit prices must be stated in terms of the number of items included in that unit price (e.g.: each, per dozen, per hundred, etc.). Packing and shipping costs shall be included in the unit price.

Adams County is required to pay State sales tax, but is exempt from Federal excise tax.

Envelopes containing bids must be sealed and marked, as provided, in the upper and lower left-hand corners with name of bidder, bid number, title, date and hour of opening.

Proposals shall be submitted not later than the hour and date specified. Adams County shall assume no responsibility for delay in U.S. mail services, independent courier services, or any other circumstances resulting in late proposals. Late proposals will not be accepted.

Adams County will not accept faxed bids.

Governing Law and Venue. Any award or agreement resulting from this solicitation shall be governed by the laws of Washington State. The venue for any legal proceeding regarding a subsequent award or agreement shall be Adams County, Washington.

Submittals received in response to this solicitation become County property and are subject to Public Disclosure Laws.

## SECTION I – GENERAL SPECIFICATIONS

### **Description of Work**

The work shall consist of hauling Solid Waste refuse from Adams County Transfer Stations to Columbia Ridge Landfill Site. The contractor shall supply the tractor and labor necessary to haul refuse in Adams County owned trailers to and from the sites designated.

#### LOCATIONS

For the purpose of this contract the transfer stations and landfill are located as follows:

Bruce Transfer Station	-	504 S. Lucy Rd. Othello, WA 99344
Ritzville Transfer Station	-	1803 E. Danekas Rd. Ritzville, WA 99169
Columbia Ridge Landfill	-	18177 Cedar Springs Ln, Arlington OR 97812

### **General Requirements**

#### HOURS OF OPERATION

Adams County Transfer Stations are open from 8:00 am to 4:30 pm Monday- Saturday for normal business access, with the exception of designated County holidays. Additional access will be granted to the contractor to meet the obligations of this contract.

#### QUANTITY OF REFUSE

Currently, the average weekly trips of refuse hauled to the Landfill are 15 to 20 trailers. The Bruce facility averages 3 trailers per day with a peak load of 4 trailers in a day. The Ritzville facility averages 2-3 trailers per week. The County will develop a procedural expectation for both pick up, disposal and drop off based on past experience of waste volumes that will be required to be followed. It is expected that this process will vary with changes in facilities and/or as necessary to accommodate both the hauler and Adams County.

#### **The Contractor hereby acknowledges that:**

That the Contractor does not have exclusive rights to the transporting of transfer trailers to the landfill and that the County may haul, in concert with the Contractor or, may elect to haul all of the solid waste, using County labor and equipment. Currently, the County reasonably expects to utilize the contractor for hauling approximately 10 to 15 loads per week.

#### PERFORMANCE

Equipment and/or operator must be capable of doing the intended work and if usage proves otherwise, the equipment and/or operator shall be immediately replaced. When transporting trailers, it is mandatory that the trailer is covered before leaving the Transfer Station, uncovered before unloading, recovered before leaving the Columbia Ridge Landfill as required by State Laws and uncovered upon delivery back at the Transfer Station.

### **Contractor Requirements**

#### CONTRACTOR EQUIPMENT

Contractor shall maintain all equipment in good, dependable operating condition. All maintenance, including fuel and oil, shall be the responsibility of the Contractor and shall be done at a Contractor designated site. The Contractor will not be allowed to perform routine maintenance on equipment while on Adams County property.

### COUNTY EQUIPMENT

Adams County owns 48-foot triple-axle walking-floor steel transfer trailers and 53-foot quad-axle “chip style” aluminum solid waste transfer trailers to transport refuse. All trailers are equipped with cover tarps. The Contractor's equipment must be able to *fully* operate all options available on the trailers. During the bidding process it is the bidder's responsibility to contact the County to determine any and all necessary modifications to operate the trailers and tarps to their fullest extent. All costs associated with modifications shall be the responsibility of the contractor.

### DAMAGE TO COUNTY EQUIPMENT OR FACILITIES

The Contractor shall be held liable for damages to County-owned equipment and/or facilities except normal wear and tear. Any such damage shall be repaired by the County. Upon completion of any such repairs, Contractor will be supplied with an invoice detailing the cost of reasonable repairs. Said invoice shall be paid within thirty (30) days of issuance. The Contractor shall travel haul routes that avoid weight-restricted bridges and minimize both distance and impacts to County owned equipment.

## **Legal Requirements**

### ADHERENCE TO COUNTY POLICIES

Contractor employees must adhere to Adams County policies while on sites, including but not limited to, customer service guidelines, hazardous waste handling policy, and no salvage policy.

### DRUG AND ALCOHOL POLICY

Independent Contractors, Owner-Operators, and their employees working under this Adams County contract shall comply with the Adams County, Drug and Alcohol Policy while working on County properties and right-of-ways and while utilizing County owned equipment. Contractor and/or their employees found violating the provisions of this policy may be subject to contract cancellation or removal from the job.

### LAWS AND REGULATIONS

The Contractor shall be responsible to comply with all Federal, State and Local laws, rules and regulations concerning the hauling and proper handling of municipal solid waste as well as all fees and taxes associated with the work involved.

### PERMITS

The Contractor shall secure, if necessary, any and all permits required by the Washington and Oregon State Department of Utilities and Transportation.

### INSURANCE

The Contractor shall maintain for the duration of the contract, on an occurrence basis, comprehensive liability insurance in a combined single limit of not less than one million dollars (\$1,000,000.00) from a company authorized to provide insurance in the State of Washington. Adams County shall be named as an additional insured on all such policies of insurance. Said policies shall provide that the policy shall not be canceled or altered by any party without written notice to Adams County and delivered not less than thirty (30) days prior to such cancellation or alteration. Certificates of such insurance shall be provided to the County within thirty (30) days after execution of the contract.

### INDEMNIFICATION

Adams County shall not be held liable for loss or damage to personal property or equipment belonging to or being used by the Contractor or Contractor's employees on or off County premises.

The Contractor agrees to hold harmless, indemnify and defend Adams County from and against any and all loss, liability or damage suffered by Adams County and any claim, cause of action, claim of loss, lawsuit or other right of any form which may be asserted against Adams County, including but not limited to, lawsuits alleging the existence of a public or private nuisance, and lawsuits alleging injury to persons or property, which loss or claim may arise from or in connection with the activities to be performed by the successful bidder under the terms of this bid or any subsequent contract entered into by the parties hereto as a result of a successful bid.

#### DISPUTE RESOLUTION

This Agreement contains all the terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties. All terms of the attached bid documents are incorporated herein by reference.

Nothing in this Section prohibits nor shall it be construed to prohibit the adjustment of tipping fees or any other payment or fee at any time by mutual consent of the parties, to reflect changes in equipment, routes or for any other reason mutually agreed upon.

#### TERM OF CONTRACT

This contract shall be in effect for a period from the date of contract execution and continuing until May 1, 2022, (or as may be extended) provided that the Contractor performs satisfactorily. Adams County reserves the right to cancel, re-bid, or to extend this contract in one-year intervals consistent with this agreement, but not to be extended for more than four (4) additional consecutive contract years.

Work under this contract is expected to begin on Monday, May 17<sup>th</sup>, 2021.

#### TERMINATION OF CONTRACT

This Contract may be terminated by either party upon 60 -day written notice sent by certified mail to the addresses provided in the bid documents. If the Contractor fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the immediate termination of this Agreement.

#### NOTICES

Any notice or demand required or permitted to be given under the terms of this bid contract shall be deemed to have been duly given or made if deposited in the United States mail, in a sealed envelope, postage prepaid, by registered or certified mail, respectively addressed as follow:

TO: Adams County Public Works  
210 W Alder  
Ritzville, WA 99169

Or to Contractor's address as listed on the BID FORM.

### **Measurement/Payment**

#### BID PRICE, PAYMENT AND REPORTING

The unit bid prices shall be per round trip from each designated location. The unit bid prices shall include all laborer's and operator's wages and fringe benefits, etc., all maintenance, repair, operating expenses, and mobilization and demobilization costs including permits, fees etc. associated with performing the work. The contractor shall submit weekly billings to the County beginning the month of execution of the Agreement. The County shall make payment to the successful bidder per the County's standard billing procedures.

## **Bid Form and Sample Contract**

### BID FORM FURNISHED

Each bid must be made on the form(s) attached to these specifications.

### EQUIPMENT

Equipment shall be provided that meets or exceeds the standards set in the bid documents and the attached BID FORM.

### SAMPLE CONTRACT

A Sample Contract has been included in this bid request packet and the successful bidder will be required to sign and enter into this agreement or as amended. All bid packet documents are part of the agreement.



## Bid Form

Contractors:

The undersigned hereby certifies that he/she has read the attached specifications for **Transport of Solid Waste** and desires to submit for your consideration the following bid:

Unit price to transport transfer trailers from Adams County Transfer Stations, as noted to the Columbia Ridge Landfill; empty load; and return empty trailer to the Adams County Transfer Station. This includes parking, performing equipment reviews as may be noted by Adams County at time of pickup and delivery, weighing empty and full trailers prior to leaving the transfer station.

\$ Per round trip: _____	Bruce Transfer Station to Columbia Ridge Landfill (approx. 134 miles one way)
\$ Per round trip: _____	Ritzville Transfer Station to Columbia Ridge Landfill (approx. 165 miles one way)
\$ Per round trip: _____	Ritzville Transfer Station to Bruce Transfer Station (approx. 46 miles one way)

The Board of County Commissioners reserves the right to reject any or all bids or parts thereof and to waive minor irregularities in bidding.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 79 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

In compliance with this Invitation to Bid, and subject to the conditions and instructions hereof, the undersigned hereby submits the above bid F.O.B. delivery point specified. The signer represents that the prices in this bid are neither directly nor indirectly the results of any agreement with any other company.

Bid submitted by: \_\_\_\_\_ Signature

Company \_\_\_\_\_ E-Mail \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Title \_\_\_\_\_

MINIMUM TRACTOR SPECIFICATIONS

	<u>YES</u>	<u>Other</u>
Tractor to be a Class 8 truck capable of hauling 105,000 GVWR (bidders' responsibility to comply)	_____	_____
Drop axle – Licensed (105,000 GVW)	_____	_____
HP capable of hauling 105,000 GVW	_____	_____
Tractor must be road legal meeting all DOT requirements	_____	_____
Tractor equipped with necessary oil, air, electrical lines necessary to operate Adams County Trailers	_____	_____
Tractor to have a current D.O.T. annual inspection label	_____	_____
Back up tractor available	_____	_____

## SOLID WASTE LONG HAUL CONTRACT

**THIS AGREEMENT** is entered into between Adams County, Washington, hereinafter the "County", whose address is 210 W Alder , Ritzville, Washington 99169, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter the "Contractor."

### **WITNESSETH:**

In consideration of the terms and conditions contained herein and the attached specifications and bid documents, which are made a part of this contract by this reference, the parties hereto, agree as follows:

1. The contractor shall do all work and furnish all materials necessary for performing the work in accordance with and as described in the attached specifications and bid documents.
2. The County agrees to pay the Contractor at rate of \_\_\_\_\_ and in accordance with the terms of the bid proposal submitted on \_\_\_\_\_ date. In the event of a substantial increase in expenses to Contractor as a result of increases in cost of fuel and operations, the County and Contractor agree to meet and negotiate in good faith equitable adjustments in the rate set forth herein. Any agreement as to adjustments of rates shall be set forth in writing and signed by the parties hereto. In the event of such an agreement for equitable adjustment, all other conditions contained in this contract shall remain in full force and effect. In the event the parties meet and are unable to arrive at an agreement for equitable adjustment, the Contractor shall then be entitled to terminate this agreement upon the provision of sixty (60) days prior written notice to the County.
3. This Agreement contains all the terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties. All terms of the attached specifications and bid documents are incorporated herein by reference.
4. The parties agree that the Contractor is an independent Contractor and not an agent or employee of the County. Agents, employees, servants, or representatives of the Contractor shall not be deemed to be employees, agents, servants, or representatives of the County for any purpose. Employees of the Contractor are not entitled to any benefits the County provides for County Employees.
5. Nothing in the Contract shall be construed as creating a partnership or joint venture between the County and the Contractor or giving the County a duty to supervise or control the acts or omissions of any Person performing services or work under the Contract.
6. The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.). In the event the Contractor violates this provision, the County may terminate this Agreement immediately and bar the Contractor from performing any services for the County in the future.
7. The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County.

8. The County reserves the right to cancel this Contract upon sixty (60) days written notice sent by certified mail to the address listed above. If the Contractor fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the immediate termination of the Agreement.
9. If the County terminates this Contract because of failure by the Contractor to comply with the terms and conditions of this Agreement, the Contractor shall be liable for all costs incurred because of Contractor's failure to comply.
10. The Contractor shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs or judgments which result from the activities to be performed by the Contractor, its agents, employees, or subcontractors pursuant to this Agreement.
11. The Contractor shall provide to the County proof of insurance in the amounts required under the bid specifications. Adams County shall be named as an additional insured on said insurance policies.
12. This Agreement shall be governed by the Laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Adams County, Washington.
13. Nothing in this Section prohibits nor shall it be construed to prohibit the adjustment of tipping fees or any other payment or fee at any time by mutual consent of the parties, to reflect changes in equipment, routes or for any other reason mutually agreed upon.
14. Except with respect to the Contractor's obligations to provide required documents within thirty (30) days of receiving the notice of award from the County, for purposes of this Contract, Contract execution shall be the date the County executes the Contract.
15. The term of this Agreement shall be from May 17<sup>th</sup>, 2021 to April 30<sup>th</sup>, 2022 and may be extended from year to year, not to exceed four (4) additional contract years, by mutual consent of the parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**CONTRACTOR:**

**BOARD OF ADAMS  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Signature                      Title

\_\_\_\_\_  
Dan C. Blankenship, Chairman

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Terrance J. Thompson, Vice Chairman

\_\_\_\_\_  
Date Signed                      Phone #

\_\_\_\_\_  
Jay R. Weise, Commissioner

ATTEST:

\_\_\_\_\_  
Patricia J. Phillips, CMC  
Clerk of the Board