

**REQUEST FOR PROPOSAL
COUNTY OF MASON
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR QUOTES
SLUDGE HAULING SERVICES**

August 7, 2023

Mason County is currently requesting quotes for the hauling of accumulated sludge from the County's Wastewater Treatment Facilities in Belfair, Allyn and Rustlewood to the City of Shelton's Treatment Plant located at Fairmount Avenue in Shelton, WA. **Performance of work in connection with this operation shall be for a period of two years with up to three additional (1) year automatic renewals. Quotes due by 4:00pm on September 14, 2023.**

The Request for Quotes is made available as follows:

Free-of-charge access to the Request for Quotes is provided to Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "Mason County". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

Mason County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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, or national origin in consideration for an award.

Questions regarding the RFQ or special language services shall be sent via email to rdickinson@co.mason.wa.us. The Mason County contact will also receive written requests for clarification and/or interpretation for this Request for Quotes up to seven (7) business days prior to the due date.

PUBLISH: 2-Times – Shelton-Mason County Journal 8/10/23 & 8/17/23
jlegals@masoncountty.com
2-Times – Daily Journal of Commerce 8/10/23 & 8/17/23
legals@dj.com

Bill: Mason County
Department of Public Works – U&W Management
100 W Public Works Drive
Shelton, WA 98584

**COUNTY OF MASON
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR QUOTES
SLUDGE HAULING SERVICES**

August 7, 2023

Mason County is currently requesting quotes for the hauling of accumulated sludge from the County's Wastewater Treatment Facilities in Belfair, Allyn and Rustlewood; transporting sludge to the City of Shelton's Treatment Plant located at Fairmount Avenue in Shelton, Washington. **ADDITIONAL TRANSPORTING SITES MAY BE INCLUDED IN THIS CONTRACT** although that is not anticipated.

The Contractor shall provide all equipment, materials, supplies, and labor to successfully carry out the requirements of this service agreement. The cost and availability are important considerations in the process of selecting a Contractor, but not the only considerations. Other factors include responsiveness to the RFQ qualifications, track record of successes at other municipalities, identification and understanding of the County's requirements as embodied within this RFQ, and experience and qualifications of key personnel.

Background and Need

Mason County is responsible for the maintenance and operation of three wastewater treatment facilities: the Belfair WRF (Belfair), the Rustlewood WTP (Grapeview) and the North Bay/Case Inlet WRF (Allyn). These facilities need routine hauling of sludge to keep the systems operating effectively. The solids percentage for each of these facilities is expected to be between 1 – 4%. In 2021 Mason County hauled 146,239 gallons of sludge. In 2022 Mason County hauled 231,121 gallons of sludge. The sludge will be delivered to the City of Shelton treatment facility and processed into Class A biosolids.

The truck tanks used to haul sludge will be rinsed out prior to taking any sludge from a Mason County facility. The tanks shall not have any inorganic non-biodegradable items like paper, band-aids, clothing material, or plastics in them prior to accepting sludge from a Mason County Facility.

Requirements

The original quote (of no more than 6 pages) and four (4) copies must be submitted to Public Works in a sealed envelope by 4:00 p.m. on September 14, 2023, and clearly marked: **Sludge Hauling Services**. should be delivered to:

Mason County Public Works
Attn: Richard Dickinson
100 W Public Works Drive, Bldg 1
Shelton, WA 98584

Quotes received after the deadline will not be considered. Any quote received after the scheduled closing time shall be returned to the vendor unopened. Quotes may be sent by mail or turned in personally; however, if sent by mail, the responsibility for delivering a quote to the County before the deadline is wholly upon the vendor.

A vendor may not withdraw its quote after it is formally opened by a representative from the County.

Vendor shall provide a cost per gallon for the hauling of sludge from each facility to the Shelton Treatment Plant. Vendor shall include in its quote all applicable local, city, state and federal taxes. It is the vendor's obligation to state, on their quote sheet, the correct percentage and total applicable federal, state, city and local taxes. Taxes shall not be imbedded in other costs in the quote but shall be explicitly expressed.

The cost per gallon will not include the dumping fee. The County will pay the City of Shelton directly for the cost of processing sludge from County facilities. Any costs to the Vendor to rinse out Vendor trucks prior to receiving the sludge will be included in the bid price per gallon. This contract is subject to state prevailing wage requirements and Vendor must pay prevailing wages for all employees working on this job.

Costs

Those submitting quotes do so entirely at their expense. There is no expressed or implied obligation by the Mason County to reimburse any individual or firm for any costs incurred in preparing or submitting quotes, providing additional information when requested by the Mason County, or for participating in any selection interviews.

Inquiries

Vendors with questions about the quote or needs language services may contact Richard Dickinson at (360) 427-9670, ext. 652, or by email at rdickinson@masoncountywa.gov. The Mason County contact will also receive written requests for clarification and/or interpretation for this Request for Quotes up to seven (7) business days prior to the due date.

Proposed Schedule

Publish RFQ..... August 10, 2023 & August 17, 2023
Quote Due Thursday, September 14, 2023 at 4 PM
Anticipated Award Announcement..... Thursday, October 5, 2023
Anticipated Contract Start Date..... Wednesday, October 25, 2023

Quote Format

In order to thoroughly analyze the responses to the RFQ, vendors are required to prepare their quotes in accordance with the instructions outlined in this section. Vendors whose quote deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of Mason County.

Vendors must present their products, services and applicable features in a clear and concise manner that demonstrates the vendors’ capabilities to satisfy the requirements of this RFQ. Emphasis should be concentrated on accuracy, clarity, comprehensiveness, and ease of identifying pertinent information and suitability of the product and services. The quote should be organized into the following major sections. Instructions relative to each section are defined in Quote Requirements.

- Letter of Transmittal
- Vendor Profile
- Bid Quote “Attachment #1”
- Statement of Intent to Pay Prevailing Wage as applicable
- Client References

Agreement for hauling of sludge will be for a period beginning upon approval of the applicable contract agreement by the Public Works Department and expiring two years from that date, with three (3) one-year automatic renewals if there are no cost changes or request to terminate. If the contractor requests cost changes it must be approved by the Board and be in writing 60 days before the two-year agreement or renewal meets the expiration date, at that current time.

The Contractor whose quote is accepted shall provide the necessary Performance Bond and Liability Insurance prior to contract agreement approval. The Contractor shall also provide trip tickets demonstrating volumes hauled per trip. Such trip tickets shall be submitted to the County with each invoice submittal by the Contractor.

The Contractor shall also provide a Statement of Intent to Pay Prevailing Wages if required.

QUOTE REQUIREMENTS

Vendor Profile

Please provide a vendor profile that indicates the number of staff, year’s established and key personnel. In addition, please provide relevant experience of your firm in performing similar work.

Bid Quote (Attachment “1”)

The contract award will be based on the cost per gallon to Mason County for hauling sludge including all applicable taxes.

Client References

Please provide a list of at least three municipalities or wastewater utilities that use your services that are comparable in size and scope to this request. Please include names and phone numbers of responsible individuals who can be contacted.

Performance Bond

The Proposer shall provide Mason County with a Performance Bond or Letter of Credit from a bank or other approved financial institution in an amount of \$10,000.00. Said Bond or Letter of Credit shall be furnished to Mason County on or before the effective date of this agreement and shall be subject to the approval of the Mason County Prosecuting Attorney.

Wastewater Facility Locations

Services shall be hauled from the following locations:

Belfair WRF	North Bay/Case Inlet WRF	Rustlewood WWTP
25200 NE SR 3	1001 E Reclamation Ridge Rd.	111 E Rustle Way
Belfair, WA 98528	Allyn, WA 98524	Grapeview, WA 98546

Method of Payment

Payment will be made within 30 days of receipt of invoice delivery to the County, assuming the services provided were accepted and that proper and correct billing has been received by the Mason County Department of Public Works/Utilities & Waste Management (100 W Public Works Drive, Shelton, WA 98584) before the 5th of each month.

Mason County, in accordance with Title VI of the Civil Rights Act of 1964

78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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, or national origin in consideration for an award.

Regulation Compliance Requirements

All materials handling including handling, transportation, storage, deposition, disposal, and utilization will be subject to current state and county regulatory codes. All activities will be conducted in accordance with applicable codes and their intent to prevent illegal handling and disposal practices, and the resulting contamination from the same, vector breeding, hazardous materials handling, and aesthetic and other public nuisances.

Insurance

At a minimum, the Contractor shall provide insurance that meets or exceeds the requirements detailed in "Attachment #2, Insurance Requirements."

Equipment Inspections

The County shall have the right to conduct an on-site inspection of the Contractor’s equipment prior to award.

Evaluation Criteria

Mason County requires a vendor that is responsive. Please include in your quote the following:

1. Relevant Experience of your firm in performing similar work

2. Schedule Availability
3. Costs of providing the services
4. Outline of intended data reporting procedures for collection
5. References

Final Ranking and Selection

A committee will make a recommendation for the award of the contract to the vendor whose quote is determined to be the most suitable for the County, considering all the criteria as set forth in this Request for Quotes.

Discussions: Best and Final Proposer

The Committee reserves the right to recommend a vendor for contract award based exclusively upon the written quote, without further discussions. Should the Committee determine that further discussions would be in the best interest of the County, the Committee shall establish procedures and schedules for conducting discussions and/or presentations and will notify specific vendors. When in the best interest of the County, the Committee may permit all qualified vendors, those who meet the mandatory criteria, to revise their quotes by submitting “best and final” Quote.

Rejection of Quote

Mason County reserves the right to reject any and or all quotes and waive any informality in quotes.

Service Agreement Structure

A negotiated Service Agreement will define the relationship between the County and the selected Contractor. The initial Agreement will be for a period of 24 months with (3) one-year automatic renewals at the end of the 24 months, unless either party gives the other written notice of termination or cost changes at least 60-days prior to the end of the relevant term. Any negotiation of pricing in one of the renewal terms would require an agreement amendment and approval by the Board. A renewal will not be for less than yearly increments. The Agreement will include specific guarantees and stipulations to be met by the selected Contractor and the County.

BID QUOTE TO
MASON COUNTY
DEPARTMENT OF UTILITIES AND WASTE MANAGEMENT
TO PROVIDE
SLUDGE HAULING SERVICES

Furnish Sludge Hauling Services to the Mason County Department of Public Works as described in the quote information. Service shall be between the Belfair Wastewater Reclamation Facility located in Belfair, WA, the North Bay/Case Inlet Wastewater Treatment Facility located in Allyn, WA and the Rustlewood Water and Wastewater Treatment Facility, located in Grapeview, WA.

BID:

Hauling sludge in compliance with the attached Provisions.

Initial delivery of service shall be within thirty working days after receiving notice to proceed.

Belfair Water Reclamation Facility

Bid price: cost per gallon \$ _____

Sales Tax (cost per gallon) \$ _____

North Bay/Case Inlet Water Reclamation Facility

Bid price: cost per gallon \$ _____

Sales Tax (cost per gallon) \$ _____

Rustlewood Wastewater Treatment Plant

Bid price: cost per gallon \$ _____

Sales Tax (cost per gallon) \$ _____

Bidder's Service Facility is located at: _____

Company: _____ Phone: _____

Address: _____ Email: _____

Submitted by: _____

Signature

Printed Name and Title

NOTE: Should the Grand Total Amount exceed the budget for this project, the County reserves the right to decrease the work or make other changes in the work as necessary. Mason County will incorporate the bid quote as part of the Contract Agreement.

INSURANCE REQUIREMENT

For the duration of this Agreement the Contractor shall maintain in effect all insurance as required herein and comply with all limits, terms and conditions stated therein. Work under this Agreement shall not commence until evidence of all required insurance and bonding is provided to the County. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance signed by the insurance agent for the Contractor and returned to the Mason County Deputy Director of Utilities/Waste Management. If for any reason, any material change in the coverage occurs during the course of this Agreement; such change will not become effective until 45 days after Mason County receives written notice of such change. The policy shall be endorsed and the certificate shall reflect that Mason County is an additional insured on the Contractor's general liability policy with respect to activities under this Agreement. The policy shall provide and the certificate reflect that the insurance afforded applies separately to each insured against whom a claim is made or suit is brought except with respect to limits of the company's liability.

It is the responsibility of the Contractor to provide fire insurance for any equipment used by the Contractor. This fire insurance shall cover the entire replacement value of the equipment insured.

A. MINIMUM Insurance Requirements:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than one million dollars (\$1,000,000) per occurrence for all covered losses and no less than two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Such policy must include, but not limited to Premises/Operations Liability, Products/Completed Operations, Personal Advertising Injury, Contractual Liability, Independent Contractors Liability, Stop Gap/Employers' Liability, Explosion, Collapse, or Underground Property Damage (XCU)
2. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits for the Contractors, with two (2) or more employees and/or volunteers, no less than \$1,000,000 per accident for all covered losses.
3. Business Auto Coverage including owned, non-owned, leased and hired autos, with an MCS 90 endorsement and a CA 9948 endorsement, or its equivalent, attached if "pollutants" are to be transported. Limits shall be no less than five million dollars (\$5,000,000) per accident, combined single limit.
4. Umbrella or excess liability policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against another. This excess or umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage.

B. Certificate of Insurance:

A Certificate of Insurance naming County as the Certificate Holder must be provided to County within five (5) days of Contract execution.

C. Basic Stipulations:

1. Contractor agrees to endorse third party liability coverage required herein to include as additional insureds County, its officers, officials, employees, and agents, with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the County as an additional insured, using ISO endorsement CG 20 10 with an edition date prior to 2004. Contractor also agrees to require all Contractors, subcontractors, and anyone else involved in this Contractor on behalf of the Contractor (hereinafter "indemnifying parties") to comply with these provisions.
2. If the Contractor's liability coverage is written as a claims made policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or

otherwise maintain the coverage for the three-year period.

3. Contractor agrees to waive rights of recovery against County regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
4. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Contract shall be endorsed to delete the subrogation condition as to County or must specifically allow the named insured to waive subrogation prior to a loss.
5. All coverage types and limits required are subject to approval, modification, and additional requirements by County. Contractor shall not make any reductions in scope or limits of coverage that may affect County's protection without County's prior written consent.
6. Contractor agrees to provide evidence of the insurance required herein, satisfactory to County, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) an additional insured endorsement to Contractor's general liability policy using Insurance Services Office form CG 20 10 with an edition date prior to 2004. Contractor agrees, upon request by County to provide complete, certified copies of any policies required within 10 days of such request. County has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests. Any premium so paid by County shall be charged to and promptly paid by Contractor or deducted from sums due Contractor. Any actual or alleged failure on the part of County or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of County or any additional insured, in this or in any other regard.
7. It is acknowledged by the parties of this Contract that all insurance coverage required to be provided by Contractor or indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.
8. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to the County. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to the County. The County may review options with Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.
9. Contractor will renew the required coverage annually as long as County, or its employees or agents face an exposure from operations of any type pursuant to this Contract. This obligation applies whether or not the Contract is canceled or terminated for any reason. Termination of this obligation is not effective until County executes a written statement to that effect.
10. The limits of insurance as described above shall be considered as minimum requirements. Should any coverage carried by Contractor or a subcontractor of any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured and those limits shall become the required minimum limits of insurance in all Paragraphs and Sections of this Contract.
11. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to County and approved of in writing.
12. The requirements in this Exhibit supersede all other sections and provisions of this Contract to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.
13. Unless otherwise approved by County, insurance provided pursuant to these requirements shall be by insurers authorized to do business in Washington and with a minimum A.M. Best rating of A-:VII.
14. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Contract limits the application of such insurance coverage.

15. Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint ventures or any other party engaged by or on behalf of contractor in relation to this agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days' notice to County of any cancellation of coverage.
16. County reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and Contractor may renegotiate Contractor's compensation.
17. Requirements of specific coverage features are not intended as limitation on other requirements or as waiver of any coverage normally provided by any given policy. Specific reference to a coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive.
18. Contractor agrees to provide immediate notice to County of any claim or loss against Contractor arising out of the work performed under this agreement. County assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve County.