

Kittitas County Solid Waste  
**Bid Documents & Specifications**

**For**

**Bid No. C2**

Disposal of Used Motor Oil, Spent Antifreeze  
Kittitas County Solid Waste

**Ellensburg, Washington**

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**Kittitas County Solid Waste  
925 Industrial Way  
Ellensburg, Washington 98926  
(509) 962-7542**

BOARD OF KITTITAS COUNTY COMMISSIONERS  
**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Bids will be accepted on **Thursday, September 9, 2014 @ 2:00 p.m.**, in the Kittitas County Solid Waste Office, 925 Industrial Way, Ellensburg, Washington for:

**Disposal of Used Motor Oil, Spent Antifreeze  
Kittitas County Solid Waste**

Proposals shall be:

- (1) Sealed.
- (2) Plainly marked: Bid No C2
- (3) Addressed: Kittitas County Solid Waste  
Attn: Reno Allphin  
925 Industrial Way  
Ellensburg, Washington 98926
- (4) Bids must be in the Office of the Kittitas County Solid Waste on or before the bid time of 2:00 p.m. on Thursday, September 8, 2014 and will be opened shortly thereafter.

*The Board reserves the right to reject any and all bids, or parts thereof.*

**BID CALL -- NOT AN ORDER**

BID NO.   C2  

DATE \_\_\_\_\_

VENDOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2014

BIDS WILL BE RECEIVED

UNTIL 2:00 p.m. September 9, 2014

BID OPENING 2:00 p.m. September 9,

**TO BIDDER:**

PLEASE BID YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS. BID ON EACH ITEM SEPARATELY AND EXTEND NET UNIT PRICES. KITTITAS COUNTY AND THEIR BOARD OF COMMISSIONERS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ITEMS THEREOF AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE QUOTED.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
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The Kittitas County Solid Waste is requesting bids for collection, transportation, and processing and/or final disposal of Used Motor Oil and Spent Antifreeze.

**Locations for collection of used motor oil and spent antifreeze are:**

Solid Waste Office Parking lot  
925 Industrial Way, Ellensburg, WA.

Cle Elum Transfer Station  
50 #5 Mine Rd, Cle Elum, WA.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
<b>USED MOTOR OIL</b>					
1a.	1	Gallon	Will <b>PAY</b> Kittitas County Solid Waste for used motor oil collected from Solid Waste Office Parking Lot in Ellensburg, WA.	\$	\$
			<b>OR</b>		
			Will <b>CHARGE</b> Kittitas County Solid Waste for used motor oil collected from Solid Waste Office Parking Lot in Ellensburg, WA.	\$	\$
1b.	1	Gallon	Will <b>PAY</b> Kittitas County Solid Waste for used motor oil collected from Cle Elum Transfer Station in Cle Elum, WA.	\$	\$
			<b>OR</b>		
			Will <b>CHARGE</b> Kittitas County Solid Waste for used motor oil collected from Cle Elum Transfer Station in Cle Elum, WA.	\$	\$

<b>SPENT ANTIFREEZE</b>					
2a.	1	Gallon	Will <b>PAY</b> Kittitas County Solid Waste for spent antifreeze collected from the Solid Waste Office Parking Lot in Ellensburg, WA.	\$	\$
			<b>OR</b>		
			Will <b>CHARGE</b> Kittitas County Solid Waste for spent antifreeze collected from the Solid Waste Office Parking Lot in Ellensburg, WA.		
2b.	1	Gallon	Will <b>PAY</b> Kittitas County Solid Waste for spent antifreeze collected from Cle Elum Transfer Station in Cle Elum, WA.	\$	\$
			<b>OR</b>		
			Will <b>CHARGE</b> Kittitas County Solid Waste for spent antifreeze collected from Cle Elum Transfer Station in Cle Elum, WA.	\$	\$

**FREIGHT MUST BE INCLUDED**

**You must fill out this questionnaire and submit it with your bid. Failure to complete the questionnaire may be sufficient grounds for rejection of Bid**

## Safety Questionnaire

1. Are materials shipped on communication-equipped trucks? Yes  No

2. What safety equipment is carried on the collection/delivery trucks?

\_\_\_\_\_

3. What is your loading procedure (using the above listed safety equipment)?

\_\_\_\_\_

\_\_\_\_\_

4. What hazardous waste emergency training will the drivers receive?

Name of Course:

Number of Hours:

Date of Training:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

5. What procedures are proposed for hazardous waste emergencies during transport?  
(I.e. Will local Fire Departments be notified of transport routes and times?)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

6. Who in the supplier's organization do we contact in case of emergency?

\_\_\_\_\_

(Name, Position, Phone number)



# EQUIPMENT LIST

Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Indicate the make, model, year and license of each vehicle or equipment to be used for transportation and processing of used motor oil and spent antifreeze.

Vehicle/Equipment Make \_\_\_\_\_ Model \_\_\_\_\_

Year \_\_\_\_\_ License No. \_\_\_\_\_

Vehicle/Equipment Make \_\_\_\_\_ Model \_\_\_\_\_

Year \_\_\_\_\_ License No. \_\_\_\_\_

Vehicle/Equipment Make \_\_\_\_\_ Model \_\_\_\_\_

Year \_\_\_\_\_ License No. \_\_\_\_\_

Vehicle/Equipment Make \_\_\_\_\_ Model \_\_\_\_\_

Year \_\_\_\_\_ License No. \_\_\_\_\_

Vehicle/Equipment Make \_\_\_\_\_ Model \_\_\_\_\_

Year \_\_\_\_\_ License No. \_\_\_\_\_

Vehicle/Equipment Make \_\_\_\_\_ Model \_\_\_\_\_

Year \_\_\_\_\_ License No. \_\_\_\_\_

Vehicle/Equipment Make \_\_\_\_\_ Model \_\_\_\_\_

Year \_\_\_\_\_ License No. \_\_\_\_\_





**SIGNATURE SHEET**  
**Bid No. C2**

The bidder is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

PROMPT PAYMENT DISCOUNT TERMS OFFERED \_\_\_\_\_% \_\_\_\_\_

**\*\*Receipt is hereby acknowledged of addendum(s) No. (s) \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_.**

**SIGNATURE OF AUTHORIZED OFFICIAL(S)**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Sign Name

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

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail Address

**PROPOSAL MUST BE SIGNED** →

**KITTITAS COUNTY SOLID WASTE  
DISPOSAL OF USED MOTOR OIL AND SPENT ANTIFREEZE.  
BID NO. C2**

**I. GENERAL**

**A. Introduction:**

It is the intent of these specifications to describe in sufficient detail, the transportation, processing and/or final disposal of used motor oil and spent antifreeze, in order to secure competitive bids. All items, which are necessary in order to provide this service, shall be included in the bid. Any variance from the specifications or standards must be clearly pointed out in writing by the bidder.

The Contractor shall furnish all labor, equipment, appliances and materials, and perform all operations in connection with the contract he is awarded in compliance with the terms of the contract. Only the best and safest methods of operation will be allowed.

For convenience throughout these bid documents and Contract, the present and future tenses may be used interchangeably, the terms Vendor and Contractor may be used interchangeably, use of the masculine may signify all genders, and use of the singular may signify the plural and vice versa.

**B. Bid Prices:**

All bid pricing is to be FOB Destination, freight prepaid and included, for any destination within the State of Washington. All pricing shall include the costs of bid preparation, servicing of accounts, facility reviews and all contractual requirements. All bids shall include unit prices and extensions where applicable and shall be in the format requested by the County, unless otherwise stipulated. Bidder to identify any prompt payment discount and volume discounts in bid response.

**C. Interlocal Purchasing:**

It is also the intent of this bid document to make available to other local government entities of the State of Washington, by mutual agreement with the successful bidder and properly authorized interlocal purchasing agreements as provided in RCW 39.34, the right to purchase the same equipment, at the prices quoted, for the period of this Contract. Each bidder shall indicate on the Bid form in the space provided below if he will honor Political Subdivision orders in accord with Contract terms and conditions, in addition to orders from Kittitas County.

*Yes*    *No*

**D. More or Less:**

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in the specifications. Listed quantities **shall not** be considered firm estimates of requirements for the year, nor shall the County be bound or limited to quantities listed.

**E. Term:**

The period of this Contract shall be for a period of **one year** from its effective date. Kittitas County may, at its option, extend the Contract on a year-to-year basis for up to four (4) additional years; provided, however, that either party may at any time during the life of this Contract, or any extension thereof, terminate this Contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless Kittitas County Solid Waste provides thirty (30) days advance written notice of intention to not renew. Upon termination of this Contract, the successful bidder shall remove and/or properly dispose of any materials which have been placed upon premises due to the used motor oil and spent antifreeze operations at the Vendor's own cost and expense.

Prices shall remain firm for the first twelve month period of the Contract unless an exception is stated in the bid.

**G. Termination - Convenience:**

This Contract may be terminated for convenience, with or without cause, by either party giving thirty (30) days written notice of such intent to the other party, and such termination will become effective thirty (30) days from the date the written notice is delivered to the respective party, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, certified mail return receipt requested, or by notice personally delivered by courier or other delivery service. In the event of termination, Contractor shall be entitled to payment for work performed to the date of termination.

If the County terminates the Contract for convenience in whole or in part, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment of 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. The County shall not be liable for indirect or consequential damages.

If sufficient funds are not appropriated or allocated for payment under this Contract for any future fiscal period, after notice duly given to Contractor, 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.

Termination of this Contract by the County at any time during the term, whether for cause or for convenience, shall not constitute a breach of contract by the County. Termination by either party will not waive any claims or remedies one may have against the other.

**H. Termination - Cause:**

The County reserves the right to terminate this Contract at any time, upon written notice, in the event the County deems the Contractor's services to be unsatisfactory, or upon the Contractor's failure to perform any of the terms and conditions contained in this agreement, or if the Contractor becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors.

In such event, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, or by notice personally delivered by courier or other delivery service, the County may terminate the Contract, and at the County's option obtain performance of the work elsewhere. Termination shall be immediately effective on the day following County's delivery of notice to Contractor. Upon termination for cause, the Contractor shall not be entitled to receive any further payments under the Contract until all work promised has been fully performed. Any extra cost or damage to the County resulting from the Contractor's default shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience in the above section.

**I. Request for Rate Increase/Decrease:**

*The rates shown on the bid shall be consistently applied and remain firm for the first twelve (12) months of the contract.*

After the initial 12-month term of the Contract, any rate change request must be in writing and approved by Kittitas County Solid Waste. Contractors may be allowed to adjust prices under this provision, if the Contractor can provide adequate proof for rate change sufficient to convince Kittitas County Solid Waste of reasonable necessity where the Contractor seeks to increase the rate, subject to the approval of Solid Waste and in Solid Waste's sole discretion. The Contractor shall make any request for rate change within the first thirty (30) days of Contract renewal. If approved by Solid Waste, the rate change shall take effect thirty (30) days after Kittitas County Solid Waste receives Contractor's notification, and shall remain firm for the remainder of the then-current 12-month term, subject to the following conditions:

- The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the CPI Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.
- The rate change should not cause the Vendor to deviate from the original contract pricing scheme/methodology.

Requests for Rate Increases must be delivered to Kittitas County Solid Waste in accord with the rules contained in this section. No other County Department or employee may accept a rate change request on behalf of the County. Any invoice sent to the County with pricing other than that: (1) specified by Kittitas County Solid Waste in writing within this Contract, or (2) specified by Kittitas County Solid Waste within an official written change to this Contract, shall be invalid. Payment by the County of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the County shall seek reimbursement of the over/under payment or shall withhold the amount of any overpayment from future invoices.

**J. Right to Reject/Accept:**

Kittitas County reserves the right to reject any or all bids, or to accept any bids presented which meet or exceed these specifications, which would be in the best interest of the County, and the County will not necessarily be bound to accept the low bid.

**K. Right to Award:**

Kittitas County reserves the right to make contract award on all groups listed on the bid form or award based on any group or based on any combinations of groups.

**L. Invoicing Procedures:**

Contractor shall within thirty (30) calendar days of pick-up, submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment each invoice shall include the following information:

- Invoice date
- Name of Contractor
- Contract number (C2) and Purchaser's (generator's) order number
- Manifest or Bill of Lading numbers, date of shipment, weight of shipment
- Detailed description of the services and supplies provided
- Description of wastes, including quantity (per gallon or per drum transported), unit bid price and extended totals (shall include all laborers and operator's wages and fringe benefits,) etc., all maintenance, repair, operating expenses, mobilizations and demobilization costs
- State and local sales taxes, as required by Washington State Department of Revenue
- Address where payment is to be mailed
- Waste Profile (Stream) Number(s) as applicable
- State/EPA Identification number (ID#) or address where service was provided
- Attached copies of Manifest(s) or Bill of Lading

With each invoice for payment due, Contractor must provide a recap report of materials removed from the County sites. Such report shall include types of materials removed and gallons or drums per site.

Kittitas County shall make payment once per month to the successful bidder or the successful bidder shall make payment to the County within thirty (30) days after the materials have been removed from the County sites.

**M. Service Provided by Different Contractor:**

Should the Contractor refuse or be unable to provide the services, on any given day, against the predetermined schedule to which the Contractor has agreed, and the County is forced to hire out services from a different contractor, the Contractor holding the Bid award shall be charged by the County for the additional cost of said services, as determined by the difference in the Bid price of Contractor's services and the amount paid the new contractor who actually performed the work.

Contractor shall not, however, be responsible for delays in delivery due to:

1. Unavoidable mechanical breakdowns
2. Strikes
3. Inability to secure component materials
4. Acts of God
5. Fire

Provided, however, that the Contractor in such circumstances must notify Kittitas County Solid Waste in writing of such pending or actual delay, in order to avoid responsibility. In the event of any delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for delay.

The County reserves the right to waive this action on a case-by-case basis in whole or in part, if the Vendor can show that the delay occurred from circumstances beyond his control. Said circumstances would include, but not be limited to, armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, and other events not reasonably foreseeable or against which vendors reasonably cannot protect themselves.

**N. Expansion Clause:**

Any resultant contract may be further expanded by Kittitas County Solid Waste in writing to include any other item or service normally offered by the Vendor, as long as the price of such additional products is based on the same cost/profit formula as the listed item.

**O. Points Not Addressed:**

Proposers are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their services.

**II. SPECIAL INSTRUCTIONS**

**A. Bid Due Date:**

Bids shall be in a sealed envelope and plainly marked, “**Disposal of Used Motor Oil and Spent Antifreeze, Bid C2**” and submitted to and date stamped by the Kittitas County Solid Waste Office, 925 Industrial Way, Ellensburg, WA, 98926, by no later than **2:00 p.m. on September 9, 2014**. The sealed envelope must be labeled Bid No. C2 with the date and time of bid opening written on the face of it. The bid opening will be held shortly after, at the Kittitas County Solid Waste Office. If you plan on attending the bid opening, DO NOT BRING YOUR BID WITH YOU INTO THE OPENING ROOM. It must be received and date stamped by the Kittitas County Solid Waste Office.

It shall be the duty of the bidder to submit his bid before the hour and date specified. Kittitas County shall assume no responsibility for any delay in the U.S. Mail, UPS, FedEx or any other delivery service resulting in a bid being received late.

**B. Bid Administration:**

Upon release of this Bid, all applicant communication should be directed in writing to the Bid Coordinator listed below. Any oral communications with other County employees will be considered unofficial and non-binding on the County.

**C. Bid Coordinator:**

The Bid Coordinator is:

Reno Allphin  
Solid Waste Specialist  
Kittitas County Solid Waste  
925 Industrial Way  
Ellensburg, WA 98926  
Ph: 509-962-7577 Email: reno.allphin@co.kittitas.wa.us

**D. Standard Agreement/Contract:**

A standard agreement/contract is included in this Bid, and incorporates by reference all terms and conditions herein contained in the Bid documents and any attachments. Any exceptions to the standard contract must be submitted in writing with the Bid. Exceptions to the contract may result in declaring your Bid non-responsive.

**E. Regulations and Codes:**

Contractor shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed. To the extent applicable, all equipment or materials shall comply with all Federal, State, and Local laws, rules, regulations and standards as well as the conditions of any permits, as may be amended and that may be promulgated, including but not limited to Washington State vehicle regulations, Federal regulations, WSDOT, USDOT, WSDOE, WSUTC, OSHA and WISHA requirements and EPA standards. The successful bidder shall take necessary steps to protect the staff and to promptly notify the staff of any emergencies during collection. The successful bidder will provide copies of all required permits and/or licenses with his bid proposal.

**F. Insurance:**

**General Requirements:** Contractor shall, at his own expense, obtain and keep in force insurance as follows until completion of the Contract.

Contractor shall secure and maintain in effect at all times during performance of the Work such insurance as will protect Contractor, his Support and subcontractors from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the Work or this Contract, whether such performance is by Contractor or any of his Support or subcontractors.

Contractor agrees to assume full liability for all claims arising from this Contract including claims resulting from negligent acts of all subcontractors. If Contractor does not secure insurance for his subcontractors, Contractor is responsible to ensure that his subcontractors have insurance as needed. Failure of subcontractors to comply with insurance requirements does not limit Contractor's liability or responsibility.

**Kittitas County, its agents, elected and appointed officials, volunteers and employees are to be listed as additional insureds under the policies.**

*All insurance shall be issued by companies admitted to do business in the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by the County. If an insurer is not*

admitted, all insurance policies and procedures for issuing the policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to Kittitas County Solid Waste that insurance in the following kinds and minimum amounts has been secured within fifteen (15) calendar days of when the Contractor receives notice of award and prior to commencement of the Work. Contractor must give Kittitas County thirty (30) days written notice prior to cancellation of any insurance policy required under this Contract. If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the County to terminate the Contract.

**NOTE: No contract shall form unless and until a copy of the Certificate of Insurance, with Endorsement, properly completed and in the amounts required, is attached to the Contract.**

Contractor hereby waives all rights of recourse, including any right to which another may be subrogated, against Kittitas County for personal injury, including death, and property damage. Contractor's insurance policies shall be primary insurance and shall be non-contributing with any other insurance maintained by the County

**Contractors Liability Insurance:** The Contractor shall obtain and maintain in full force and effect during the term of the Contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

**Commercial General Liability:**

Combined Single Limit:	\$1,000,000	Per Occurrence
	\$2,000,000	Annual Aggregate

The Contractor and all subcontractors will provide a Certificate of Insurance to the County as evidence of coverage. The certificate will provide thirty (30) days' notice of cancellation, and **under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall not impose obligation or liability of any kind upon the company, its agents or representatives" will be crossed out.** A copy of the **additional insured endorsement attached to the policy will be included with the certificate.**

**Employers Liability (Stop Gap):** The Contractor and all subcontractors 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. The County shall not be held responsible in any way for claims filed by the Contractor or his employees for services performed under the terms of this Contract.

**Business Auto Policy (BAP):** In the event that services delivered pursuant to this Contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death, as well as property damage caused by



an occurrence arising out of or in consequence of the performance of services by the Contractor, subcontractor, or anyone employed or represented by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include owned, non-owned, leased, and hired vehicle coverage, written on an insurance industry standard form or equivalent.

**Pollution Liability:** Pollution liability coverage at least as broad as that provided under ISO Pollution Liability - Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and after award, the Motor Carrier Act Endorsement (MCS 90) shall be attached and must cover all vehicles to be used in connection with this Contract. Said pollution liability insurance shall be maintained with at least \$2,000,000 each loss, \$5,000,000 annual aggregate. Said coverage shall include but not be limited to claims involving bodily injury and death, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims arising out of:

- Contractor's operations related to this Work; and/or
- Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos, or PCB oil; and/or
- Transportation of hazardous materials away from any site related to this Work.

**Worker's Compensation:** Worker's compensation shall be in the amount required by law. If Contractor or any subcontractors fail to comply with all State of Washington worker's compensation statutes and regulations and the County incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the County. Indemnity shall include all fines, payments of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

**G. Non-Assignment:**

The Contractor may not assign any rights or delegate any duties under this Contract without the County's prior written consent. Such assignment must be in writing, addressed to the County, and received by the County no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

**H. Indemnification:**

Kittitas County shall not be held liable for loss or damage to personal property or equipment belonging to or being used by the successful bidder on or off the landfill premises.

The successful bidder shall be an independent contractor, and agrees to hold harmless, indemnify and defend Kittitas County, its officers, agents and employees from and against any and all loss, liability or damage suffered by Kittitas County and any claim, cause of action, claim of loss, lawsuit or other right of any form which may be asserted against Kittitas County, including but not limited to, lawsuits alleging the existence of a public or private nuisance and lawsuits alleging injury to person or property, including sickness and death, which loss, claim or lawsuit 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.

**I. Permits and Licenses:**

Contractor and subcontractors shall, without additional expense to the County, obtain and keep current any licenses and permits necessary for the safe storing, transfer, processing, etc. of waste oil and waste antifreeze. In the event that materials contain chlorinated solvents or PCB waste, the Contractor shall be licensed and permitted to handle, transport and dispose of hazardous waste as described herein. Contractor warrants that it will comply with all federal, state and local laws, regulations, rules and standards in connection with performance of its duties for the Contract Work. These shall include, but not be limited to, the following:

1. RCRA interim status or final status permits for RTSDF's or equivalent state permit; and
2. EPA identification numbers and any permits necessary for transportation of hazardous waste in Washington and any other states through which wastes will be transported.

**III. TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE**

**A. Contractor's Qualifications:**

The following are minimum Contractor qualifications for this contract.

1. Has three (3) years of experience providing services similar in scope as described herein;
2. Has not received a corporate criminal conviction within the past three (3) years;
3. Is not currently rendered ineligible from doing business with or receiving monetary benefits from a government agency because of debarment or suspension by EPA or by the State of Washington or any other State; and
4. Is not currently determined by EPA to be unacceptable to receive cleanup wastes (ref. 40 CFR 300.440).
5. The County reserves the right to reasonably reject any subcontractor or supplies and no increase in the Contractor's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of the Contract including the terms and conditions of these Bid documents. Contractor shall be fully responsible for all of its subcontractors as provided in these Bid documents and Contract. Contractor shall comply with all state and federal laws pertaining to handling of oil and spent antifreeze, hauling, safety, employee benefits, etc.
6. Contractor shall employ workers and subcontractors skilled in their trades, with experience working with Washington State Dangerous Waste regulations and State specific waste codes for service work under this Contract.
7. Contractor is solely responsible for paying Contractor's subcontractors. Nothing in the Bid documents or Contract shall create any contractual relationship between any subcontractor and the County.

**B. Spill Cleanup:**

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. In the event of a spill, leak, or release, the Contractor agrees to take the following actions:

1. Evacuate and warn those persons that may be affected by the spill.
2. Immediately contact Emergency Response Agencies (i.e. call 911).

3. Contact the County's representative.
4. Clean up the spill in the manner that complies with federal, state and local laws, regulations, rules and standards.
5. For spills that occur other than on the County's owned or leased property, provide all notifications and reports as specified by federal, state, and local laws, regulations, rules, standards and permits.

**C. Scope of Services:**

Kittitas County collects used motor oil and spent antifreeze. Kittitas County collects these materials at the Solid Waste Office Parking Lot and the Cle Elum Transfer Station. These materials originate from home owners and conditionally exempt small quantity generators in Kittitas County. The collection system consists of two (2) sites within the County. Each site has three 350 gallon oil collection tanks. The purpose of this request for bids is to obtain a Contractor to transport, process and/or dispose of used motor oil and spent antifreeze from the County owned facilities and collection sites. The quantity of these materials varies.

**In 2013, Kittitas County collected the following:**

	<b>Used Motor Oil</b>	<b>Spent Antifreeze</b>
<b>Solid Waste Office Parking Lot</b>	<b>7,826 gallons</b>	<b>635 gallons</b>
<b>Cle Elum Transfer Station</b>	<b>3,449 gallons</b>	<b>345 gallons</b>

**D. Spent Antifreeze:**

The successful bidder will provide pickup of the above listed materials as needed. The County will call the Contractor to set up a time for the containers of materials to be pumped at the Solid Waste Office Parking Lot and the Cle Elum Transfer Station. The successful bidder must pick up within three (3) working days and transport to his processing/disposal facility. The amount will be listed on a bill of lading, which will be signed by a Kittitas County Solid Waste representative and the driver. At the time of pickup, the County will be given a copy of the bill of lading listing the types and amounts/weights of waste material picked up by the Contractor.

The successful bidder will ensure that aggressive measures are taken to recycle as much of the material as possible. The Contractor will provide certificates of disposition to the County within ninety (90) days of pickup.

**E. Used Oil Collection Sites:**

The successful bidder will provide pickup of the above listed materials as needed. The County will call the Contractor to set up a time for the containers of materials to be pumped at the Solid Waste Office Parking Lot and the Cle Elum Transfer Station. The successful bidder must pick up within three (3) working days and transport to his processing/disposal facility. The Contractor will clean the screens and wipe down each oil collection tank. The oil pumped from each site will be listed, by site, on a bill of

loading delivered to the Kittitas County Solid Waste Office. If any site is not serviced within three (3) working days, a \$100.00 fee per site will be added to the invoice.

The successful bidder will screen the used oil for chlorinated solvents prior to pumping the oil from the collection sites. A Chlor-D-Tect or equivalent screening method may be used. If the test indicates less than 1,000 ppm of chlorinated solvents, the Contractor shall pump the tank of all used oil. If the screening test shows levels greater than 1,000 ppm chlorinated solvents, the Contractor shall immediately close and lock the container to the public and notify Kittitas County immediately. The County will then retest the tank and manage the waste appropriately.

**F. The County will test for PCBs:**

When an oil tank is full, the County will sample the oil in the tank and send it to a lab for testing. If the test comes back negative for PCBs, the County will call the contractor to schedule a pick up.

**G. Tools and Equipment:**

The successful bidder shall be responsible for providing all labor, equipment, tools and other items necessary for the transportation, processing and/or final disposal of used motor oil and spent antifreeze.

**H. Loading at the County's Site:**

To the extent available, the County may provide equipment and personnel to assist the Contractor in loading. Contractor shall ascertain the availability of the County's loading equipment or personnel at the time of order placement or prior to scheduled pickup.

**I. Transportation Resources:**

Contractor shall provide necessary transportation services to meet the transportation needs of the County for services provided under this Contract, including short-haul and long-haul trucking, rail, and over-water transportation. Bid price shall include all transportation costs, unless otherwise specified in the Bid and on the Price Sheet.

Demurrage and Layover charges shall only apply when incurred at the County's site and are only applicable when such charges are the result of delays caused by the County's request or negligence. The County shall compensate Contractor for costs associated with Contractor's waiting times over thirty (30) minutes. Compensation shall be pro-rated on a per quarter hour basis. Demurrage and Layover charges shall be considered on a case-by-case basis with the County's written approval before Contractor presents an invoice for such charges.

**J. Transportation Documentation:**

In the event that materials contain chlorinated solvents or PCB waste:

1. Contractor shall provide and utilize appropriate transportation documents for removing from the County's premises all wastes as described herein.
2. The uniform manifest shall be reviewed and signed by an appropriate representative of the County prior to or at the time of waste pickup. Manifests shall be completed as prescribed by federal, state and local laws, regulations, rules and standards.
3. Contractor shall provide the County with the original signed manifests, within thirty (30) calendar days of shipment.

If requested by the County:

- Each manifest, as well as all other required documentation or Bills of Lading, shall be clearly and distinctly marked with the Contract number and the County's delivery order number as applicable. The Contract number and delivery order number shall be noted in the upper right hand corner of each manifest.
- Contractor shall use the County's tracking system for assigning manifest and document numbers.
- Contractor shall provide all necessary data to enable the County to complete the Annual Reporting Information as required by the Washington State Department of Ecology and/or EPA; this information shall be made available within twenty (20) business days of pickup.

When wastes are manifested to a facility for temporary storage, repackaging or bulking, then the Contractor shall provide the County with documentation that lists the Final RTSDF to which each waste container's contents were sent, copies of the shipping manifests, Bill(s) of Lading(s,) acknowledgement of receipt by the Final RTSDF and any other pertinent paperwork.

**K. Certification of Disposal Documentation:**

Contractor shall return to the County's designated contact person a certificate of recycling, treatment, disposal and/or destruction (CD) for all waste handled.

1. The CD shall be sent to the County within thirty (30) days from the date of disposal.
2. The CD document shall contain the following:
  - a. The County's name;
  - b. The County's shipment site or mailing address as requested by the County;
  - c. Manifest number; and
  - d. Waste Handling Facility Information:
    - Name and address of the recycling/disposal/destruction facility
    - Facility's EPA identification number
    - Waste Management Method
    - Date management method occurred
    - The Certification Statement: "Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or presentation (18 U.S.C. 1001 and 15 U.S.C. 2615), I certify that the information contained in or accompanying this document is true, accurate, and complete. As to the identified sections of this document for which I cannot personally verify truth and accuracy, I certify as the company official having supervisory responsibility for the persons acting under my direct instructions who made the verification, that this information is true, accurate and complete."
    - Facility official signature
    - If the waste is sent to another facility for use (e.g. recycled materials, energy recovery), list the facility's information (name and address).

**L. Waste Handling Facilities:**

In the event that materials contain chlorinated solvents or PCB waste:

1. Contractor shall maintain a sufficient number of waste handling facilities approved for use as described herein -- of RTSDF and any other facilities, including but not limited to ten (10) day transfer sites, storage facilities (short and long-term), and consolidators that will be used by the Contractor to properly handle and dispose of waste under this Contract.

2. Contractor shall maintain current facility information with the Kittitas County Waste Management Office for each waste handling facility and the waste streams that will be managed at each facility under this Contract.
3. Contractor shall dispose of/destroy all wastes within twelve (12) months from the original date of receipt, with the exceptions of dioxin bearing/forming wastes that may require long-term storage. In rare cases where a waste stream may not have a current national capacity and it becomes necessary to reroute the waste, then the Contractor shall obtain the County's written approval to reroute waste to another approved facility. Contractor must also notify the County, identifying the existence of a new no-national-capacity market condition. Contractor shall provide the County with a manifest detailing the reroute within thirty (30) days of shipment.
4. For Recycling Only Facilities that are not required to have RCRA permits, Contractor must obtain and maintain any and all other state required permits in the state in which such facilities are located, especially in relation to liability insurance and financial assurance.
5. All waste shall only be transported, accumulated, stored, recycled, destroyed or disposed of within the United States, unless no capacity exists in the United States for such an activity. Contractor shall obtain the County's written approval prior to shipping wastes outside the United States for any purpose.

**M. Waste Handling Methods:**

Contractor will follow, to the extent practicable, the hazardous waste management priorities of RCW 70.105.150. Nothing in this contract shall be construed to prescribe the County's waste management priorities.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

3/16/2010

<b>PRODUCER</b> Insurance Agent Address City, State, Zip Code Phone Number:	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
<b>INSURED</b> Named Insured Address City, State, Zip Code	INSURER A: A - VII or better admitted carrier	
	INSURER B: A - VVI or better admitted carrier	
	INSURER C: A - VVI or better admitted carrier	
	INSURER D:	
	INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	#	00/00/10	00/00/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	#	00/00/10	00/00/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	# Employers' Liab. only	00/00/10	00/00/11	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

# SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CITY OF YAKIMA, YAKIMA COUNTY, ITS AGENTS, EMPLOYEES, ELECTED & APPOINTED OFFICIALS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED'S.

<b>CERTIFICATE HOLDER</b> City of Yakima Yakima County Attn: Sue Ownby 129 N. 2nd Street Yakima, WA 98901	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____ AGENT'S SIGNATURE _____
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ACORD25(2009/01)

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## SAMPLE AGREEMENT/CONTRACT

**THIS AGREEMENT/CONTRACT** is entered into between Kittitas County Solid Waste (hereinafter the "County"), whose address is 925 Industrial Way, Ellensburg, Washington 98926, and \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter the "Contractor".

### WITNESSETH:

In consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The Contractor shall do all work and furnish all materials necessary for performing the work in accord with and as described in all bid documents. All terms and conditions set forth in the bid documents, attached hereto, are incorporated herein by reference and are a part of this Contract. This Contract including the bid documents represents the entire and integrated agreement between the County and the Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral.

2. The County agrees to pay for the work as set forth in the manner and upon the conditions provided herein and in the bid documents. The County shall have the right, upon written notice, to withhold from payments due to the Contractor such sums as necessary, in the County's sole opinion, to protect the County against any loss, damage or claim which may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. Such withholding of payments shall be without penalty to the County. In addition, if sufficient funds are not appropriated or allocated by the County for payment of services provided under this Contract for any future fiscal period, after notice duly given, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and no penalty or expense shall accrue to the County in the event this provision applies.

3. This Agreement, including the bid documents which are incorporated herein by reference, contains all 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.

4. The parties agree that the Contractor is an independent contractor and not an agent or employee of the County. Nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Contract by the Contractor as an independent contractor. 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. The Contractor acknowledges that the entire compensation for this Contract is specified herein and in the bid documents, or in any addenda thereto as provided in writing and signed by both parties. Neither the Contractor nor its employees is entitled to any County benefits including but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Kittitas County employees. The performance of all or part of this Contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any of Contractor's employees or subcontractors, or any employees of subcontractors, by the County at the present time or in the future.

5. The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, 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.) Provided, however, that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment, without discrimination. Such employment nondiscrimination shall include but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. In addition, the Contractor agrees that it will not discriminate against any recipient of services or benefits provided for in this Contract on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, or the presence of any sensory, mental or physical handicap. If any assignment and/or subcontracting has been authorized by the County, said assignment or subcontract shall also include appropriate safeguards against discrimination. The Contractor shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment and in services.

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.

6. The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County. In such event, any and all agreed changes related to such assignment or subcontract shall be in writing, signed by each of the parties.

7. The County reserves the right to terminate or cancel this Contract for convenience as provided in the bid documents, upon 30 days written notice sent by certified mail to the Contractor at the address listed above, or by courier or other delivery service with proof of delivery. The County may also immediately terminate the Contract for cause, as provided in the bid documents, and may also pursue such other remedies as are legally available. In the event of termination, Contractor shall be entitled to payment for work performed to the date of termination; the County shall not be liable for indirect or consequential damages. Termination by the Contractor or the County will not waive any claim or remedies one may have against the other.

8. The Contractor shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense that the County 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.

9. The Contractor shall provide to the County proof of insurance in the amounts required under the bid specifications. Kittitas County, its agents, elected and appointed officials, volunteers and employees shall be named as additional insureds on said insurance policies, as provided in the bid documents, and no contract shall form unless and until a copy of the Certificate of Insurance with Endorsement properly completed and in the amounts required, is attached to the Contract.

10. This agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding to enforce this Agreement shall be brought in the Superior Court for the State of Washington in Kittitas County, Washington.

11. The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accord with applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax

payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Contract.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

12. This Contract is subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to inspection of all records or other materials which the County deems pertinent to the Contract and its performance, and any and all communications with or evaluation by service recipients under this Contract. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this contract for six (6) years after contract termination, and shall make them available for such review, within Kittitas County, Washington, upon request.

13. The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the Kittitas County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

14. Except as set forth elsewhere in this Contract and in the bid documents, for all purposes under this Contract, except service of process, notice shall be given by the Contractor to the Department Head of Kittitas County Solid Waste, at 925 Industrial Way, Ellensburg, WA 98926. Notice to the Contractor for all purposes under this Contract shall be given to the address reflected in the opening paragraph of this Contract. Notice may be given by delivery or by depositing in the U.S. Mail, first class postage prepaid.

15. The County's failure or delay to insist upon strict performance of any of the provisions of this Contract to exercise any rights or remedies under this Contract shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall be and remain in full force and effect. The County's rights and remedies set forth in any provision of this Contract are in addition to and do not in any way limit any other rights or remedies afforded to the County by any other provisions of this Contract or by law. The headings and paragraph titles of this contract are not a part of the Contract and shall have no effect upon the construction or interpretation of any part hereof.

16. If any term or condition of this Contract or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

17. Waiver of any breach or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Contract shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

18. Contractor Commitments, Warranties and Representations:

The Contractor represents and warrants to the County as follows:

- A. The Contractor is duly incorporated, validly existing and in good standing under the laws of the State of Washington, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- B. The Contractor has the authority to execute this Contract, to make the representations and warranties therein set forth, and to perform the Contractor’s obligations under the Contract in accord with its terms.
- C. This Contract has been validly executed by an authorized representative of the Contractor and constitutes a valid and legally binding and enforceable obligation of the Contractor.
- D. The Contractor has or will obtain prior to commencement date such licenses, permits and other authorizations from federal, state and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- E. The Contractor is not in violation of any applicable law, ordinance or regulation the consequence of which will or may materially affect Contractor’s ability to perform its obligations under this Contract. The Contractor is not subject to any order or judgment of any court, tribunal or governmental agency which materially and adversely affects its operations or assets in the State of Washington, or its ability to perform its obligations under this Contract.
- F. None of the representations or warranties in this Contract, and none of the documents, statements, certificates or schedules furnished or to be furnished by Contractor pursuant hereto or in connection with the performance of the obligations contemplated under this Contract, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements of fact contained therein not misleading.

19. The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Contract this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**KITTITAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Signature of Signatory  
(Date \_\_\_\_\_)

\_\_\_\_\_  
Paul Jewell Chairman

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Gary Berndt, Vice-Chairman

**Fed. ID Number:** \_\_\_\_\_

\_\_\_\_\_  
Obie O’Brien, Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

**KITTITAS COUNTY  
GENERAL PROVISIONS  
(A PART OF ALL INVITATION TO BID DOCUMENTS)**

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

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**1. Laws and Regulations**

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

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**2. Acceptance**

The County reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.

All bids/quotes must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

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**3. Bid/Quote Submittals**

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

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**4. Change Orders**

Change Orders for material or services will be without effect unless issued and authorized in writing by the County.

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**5. Quality Standards**

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offeror specifies the brand, model and other data for comparison with their bid/quote. Kittitas County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

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**6. Delivery**

Time is of the essence and this order is subject to cancellation by Kittitas County for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the County. The acceptance by the County of later performance with or without objection or reservation shall neither waive the County's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by

Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the County grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the County as a separate item on the invoice for said charges. It is also agreed the County reserves the right, at its sole option, to refuse COD Shipments.

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**7. Identification**

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

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**8. Payment**

Vendor is to submit properly completed invoice(s) and mail to address specified at the time of order

To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

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**9. Risk of Loss**

Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the County, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

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**10. Force Majeure**

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Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

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**11. Rejection**

All goods and any services purchased in this order are subject to approval by the County. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the County or returned, will be at Vendor's risk and expense.

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**12. Approximate Quantity**

The quantities listed are the County's current approximate requirements. Kittitas County will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

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**13. Cooperative Purchasing**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

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**14. Samples**

Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

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**15. Inspection**

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.

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**16. Hazardous Materials**

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the County with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

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**17. Public Disclosure**

Proposals shall become the property of Kittitas County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, Kittitas County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. Kittitas County will consider a Vendor's request for exemption from disclosure; however, Kittitas County will make a decision predicated upon RCW 42.56.

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**18. Warranties**

Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

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**19. Re-Award**

When the contract is terminated by the vendor upon 30 days notice as herein provided, the County may re-award the contract to the next most responsible bidder.

When a vendor is unable to supply goods and/or services to the County and is in breach of the contract, or when the contract is terminated by the County for cause as herein provided, the County reserves the right to re-award the contract to the next most responsible bidder.

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**20. Errors and Omissions**

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

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**21. Late Receipt of Bid/Quote Documents**

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

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**22. Licenses**

If applicable, successful vendor shall have a valid and current business license covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

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**23. Delivery of Unapproved Substitutions**

Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the County reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the County will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the County regardless of the time lapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the County mailing list for a period of up to three (3) years.

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**24. "No Bids"**

Vendors who are unable to or do not wish to submit a bid and are encouraged to respond by notating their bid "NO BID" on page one of the "BID CALL" and mailing it to Kittitas County Solid Waste, 925 Industrial Way Ellensburg, Washington, 98926, with the Bid/Quote due date and time written on the face of the envelope. It is the County's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

#### **25. Non-Collusion**

The Bidder represents, by the submission of their Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

#### **26. Evaluation of Bid/Quote**

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

#### **27. Taxes**

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The County is exempt from Federal Excise Tax. Where applicable, the County shall furnish a Federal Excise Tax Exemption certificate.

#### **28. Non-Discrimination**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, age, marital status, disability, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the contractor's commitment to non-discrimination, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will furnish all information and reports required by Kittitas County and will provide on request evidence to substantiate compliance with non-discrimination clauses of this contract.
- E. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for any future Kittitas County contracts.

#### **29. Termination - Convenience**

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

#### **30. Termination - Cause**

The County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the County may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

#### **31. Delay of an Award**

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

#### **32. Venue**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for Kittitas County. This Agreement shall be governed by the laws of the State of Washington.

#### **33. Defense and Indemnity Agreement**

The vendor agrees to defend, indemnify and save harmless Kittitas 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 to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or 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.

## **ABBREVIATIONS:**

**CD:** Certificate of recycling, treatment, disposal and/or destruction  
**CDC:** Center for Disease Control  
**CFR:** Code of Federal Regulations  
**DOT:** US Department of Transportation  
**EPA:** United States Environmental Protection Agency  
**Gal.:** gallon  
**OSHA:** Occupational Safety and Health Administration  
**PCB:** Polychlorinated Biphenyl  
**ppm:** Parts Per Million  
**RCRA:** Resource Conservation and Recovery Act  
**RCW:** Revised Code of Washington, [HTTP://SLC.LEG.WA.GOV/](http://slc.leg.wa.gov/)  
**RTSDF:** Recycling, Treatment, Storage, and/or Disposal facility  
**SOP:** Standard Operating Procedures  
**USDOT:** United States Department of Transportation  
**WADOT:** Washington Department of Transportation  
**WADOE:** Washington State Department of Ecology  
**WISHA:** Washington Industrial Safety and Health Act  
**WSUTC:** Washington State Utilities and Transportation Commission  
**MCS:** Motor Carrier Safety

## **GLOSSARY:**

**49 CFR:** Code of Federal Regulations, Transportation

**Container:** Any portable device in which a material is stored, transported, treated, disposed of, or otherwise handled.

**Dangerous Waste:** Dangerous Waste is defined at WAC 173-303. For the purpose of this document, the terms “dangerous waste” and “hazardous waste” are used interchangeably.

**EPA/State identification number:** the number assigned by EPA or by an authorized State to each generator, transporter, and RTSDF.

**Final RTSDF:** an RTSDF that receives a waste material(s) or waste constituent(s) under the provisions of this contract using the waste management methods as described in this IFB document and which provides a CD as described in this IFB document, with the exception of Final Storage facility that would not provide a CD. For the purposes of this IFB, Final Storage only applies in the case of dioxin bearing/forming waste for which no current destruction capacity exists in the United States and which is stored in the United States.

**Generator:** any person, by site, whose act or process produces dangerous waste or whose act first causes a dangerous waste to be subject to regulation.

**Incineration:** units operated in accordance with the technical operating requirements of 40 CFR part 264 subpart O and part 265 subpart O.

**Landfill:** a disposal facility where waste is placed in or on land.

**Long Term Storage:** storage for more than one year.



**Manifest:** the shipping document EPA form no. 8700-22 and if necessary EPA form 8700-22A, originated and signed by the generator in accordance with the instructions included in the Appendix to 40 CFR part 262

**MCS 90 Endorsement:** is a required endorsement to a business automobile policy for hazardous material/waste transporters required by the Federal Motor Carrier Safety Regulations.

**Neutralization:** using the following chemical reagents or combination of reagents: (1) acids, (2) bases, or (3) water resulting in a pH greater than 2 but less than 12.5 as measured in the aqueous residuals.

**Reclamation:** the process to recover a usable product(s) or to regenerate the material(s)

**Retort:** roasting in a thermal processing unit capable of volatilizing mercury and subsequently condensing the volatilized mercury for recovery

**RTSDF:** a Recycling, Treatment, Storage and/or Disposal Facility, a facility, including all contiguous land, and structures, other appurtenances, and improvements on the land, which is used for recycling, reusing, reclaiming, transferring, treating, storing and other waste management methods as described in this IFB document for the handling and disposing of dangerous wastes, and a facility that is subject to regulation and/or permitting under federal and state hazardous waste regulations as described in this IFB document.

**Short Term Storage:** storage of wastes for one year or less.

**Transfer facility:** any transportation related facility including loading docks, parking areas, storage areas and other similar areas where shipments of waste are held during the normal course of transportation.

**Transportation:** the movement of waste by air, rail, highway, or water.

**Transporter:** a person engaged in the off-site transportation of waste by air, rail, highway or water.

**Treatment:** any method, technique, or process, including neutralization, designed to change the physical, chemical, or biological character or composition of any waste so as to neutralize such waste, or so as to recover energy or material resources from the waste, or so as to render such waste non-hazardous or less hazardous; safer to transport, store or dispose of; or amenable for recovery, amenable for storage, or reduced in volume.