

## INVITATION TO BID

### Okanogan County Department of Public Works

Sealed bids for **Refrigerant Removal Services**, will be received by Okanogan County at the Office of the Board of County Commissioners, located on the first floor of the Grainger Administration Building, 123 Fifth Avenue North, Room 150, Okanogan, Washington. Mailed proposals must be received by no later than the last working day prior to the bid opening date. Hand carried proposals will be received only by the Clerk of the Board of County Commissioners at the address stated above until **11:00 A.M. Pacific Time, Tuesday, February 2, 2021** and will then and there be opened and publicly read. No facsimiles or electronic proposals will be accepted.

All bid proposals shall be accompanied by a bid proposal deposit in the form of certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish a satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Okanogan County.

Maps, plans and specifications are available upon payment of a non-refundable fee in the amount of \$15 per USB Flash Drive or \$65 per hard copy set, at the office of the County Engineer, 1234A 2<sup>nd</sup> Ave. South, Okanogan, WA 98840 or contact the Contracts Administrator at 509-422-7300. Bid proposals must be submitted on the original documents provided in the accompanying bid packet.

Informational copies of the maps, plans and specifications will be on file for inspection at the office of the County Engineer at the address noted above, the County website at [www.okanogancounty.org/PW](http://www.okanogancounty.org/PW) and in various plan centers located in Washington.

Perspective bidders that would like a tour of the facility prior to submitting a quote can arrange for a time to do so by contacting Kent Kovalenko by phone 509-422-2602.

The County of Okanogan in accordance with section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Public Works at [pw@co.okanogan.wa.us](mailto:pw@co.okanogan.wa.us) or by calling collect (800) 833-6388.

All Contractors submitting quotes are hereby notified that the County of Okanogan in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex, in consideration for an award.

Translation esta disponible a pedido. Por favor enviar un correo electronico a [pw@co.okanogan.wa.us](mailto:pw@co.okanogan.wa.us) para solicitar este aviso en espanol.

The Board of Commissioners of Okanogan County, reserves the right to reject any and all bids and to waive informalities in bidding. The award of this contract, if made, will be to the lowest responsible bidder possessing current certification.

All work involved with the Okanogan County Department of Public Works Refrigerant Removal Services, for which bids will be received, will be done at the Okanogan County Landfill located at 241 B&O North Road, Okanogan, WA. The average number of refrigeration units is 700-800 per year. All work shall be done according to the provisions and requirements as indicated in the Scope of Work, Bid Proposal, Refrigerant Removal Certification and Contract.

The contract will be effective from **February 2021 through December 31, 2023**; with an option to extend the contract two additional years.

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PUBLISHER'S NOTE: Please publish **once** during the week of January 13, 2021 and **once** during the week of January 20, 2021 and furnish an Affidavit of Publication and invoice to Okanogan County Public Works at 1234 A Second Ave. South, Okanogan, WA 98840, Attn: Shasta Stidman, if you have any questions please call 509-422-7333.

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Public Works Accounting: Please charge to fund 405 The Omak Chronicle

INFORMATION

## **BIDDER'S CHECKLIST, SUCCESSFUL BIDDER'S SUBMITTALS and CONTRACTOR REQUIRED SUBMITTALS**

The following checklist is informational only and lists minimal submittals required from the Bidder or Successful Contractor. It is not all inclusive. See Standard Specifications and Contract Provisions.

### **SUBMITTALS REQUIRED WITH BID**

- A. Properly Completed and Signed Proposal (County provided Bid Proposal Form only)
- B. Bid Deposit or Bid Bond (County provided Bid Bond Form only)-**NOT REQUIRED**
- C. Non-Collusion Declaration (DOT Form 272-0361 EF)
- D. Wage Rate Certification (County provided Wage Rate Certification Form only)
- E. Department of Ecology Transfer of Coverage Form (ECY 020-87a, only when applicable)

### **SUBMITTALS REQUIRED FROM SUCCESSFUL BIDDER**

#### **Prior to Contract Execution by County Commissioners**

The Successful bidder is required to submit the following:

- A. Signed Contract Document by Contractor
- B. Certificate of Insurance

### **CONTRACTOR SUBMITTALS DURING CONSTRUCTION**

Some of the following items are required by both the Prime Contractor and Subcontractors. The County will assist the Contractor in the acquisition of any forms or submittals of the following requirements.

- A. Intent to Pay Prevailing Wage and Affidavit of Wages Paid for prime and all subs.
- B. Refrigerant Removal Certification provided by the County.

## SCOPE OF WORK

### Refrigerant Removal Services

**Location:** Okanogan County Central Landfill, 241 B&O North Road, Okanogan, WA 98840  
Average number of refrigeration units is **700-800** per year.

1. Company Shall Reclaim CFC-Containing refrigerant and oil from refrigeration units stockpiled at the Okanogan Central Landfill, as specified by RCW 70A.15.6410.
2. Company shall remove compressors from each unit, drill them and drain the oil containers for disposal at the central landfill used oil container tank.
3. Company shall complete the above-described task on stock piles units once per month or as otherwise agreed or as directed by the contracting agency. At no time may the stock pile exceed 50 units that need to be decommissioned. Additionally, if the need arises, company shall respond within one week of notification by County that services are required.
4. Company shall provide certification of refrigerant removal for visit/ day on site- with total amount of units serviced-each unit. Certification form attached hereto an exhibit "A"
5. Company shall complete all work to a satisfaction of the County's Solid Waste Manager.
6. Company shall, provide to commencing operations pursuant to the contract, provide Proof of insurance coverage, as described in Paragraph IV.A. of Contract.
7. Company shall comply with all federal, state and local laws. Company shall provide proof of 608 certification for all technicians, as described in Paragraph II.C. of Contract.
8. Company is at all times and for all proposes acting as an independent contractor, not as an employee of the County.

# BID PROPOSAL

Okanogan County Department of Public Works

TO: Director of Public Works, Okanogan County, Washington

This certifies that the undersigned understands all work involved in and associated with the:

## Refrigerant Removal Contract

and that the bid Instructions, Scope of Work, Contract governing the work, and the method by which payment will be made is understood. The undersigned hereby proposes to undertake and complete the work as specified in the bid Instructions, Scope of Work and Contract, at the following schedule of rates and prices:

NOTE: Unit prices, extensions, & total amounts shall be entered in figures. Entries must be typed or entered in ink.

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE PER EACH in Dollars and Cents
1	Remove Refrigerant, Remove Compressor, Drill & Drain Oil	\$ _____.
	Washington State Sales Tax @ 8.4%	\$ _____.
	<b>PER EACH UNIT TOTAL</b>	\$ _____.

The undersigned further certifies that \_\_\_\_\_ is/are thoroughly aware that time is of the essence for completion of this contract as indicated in the Quote Instructions.

The quoter is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

SIGNATURE OF AUTHORIZED OFFICIAL(S):

FIRM NAME: \_\_\_\_\_ Signature \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX No: \_\_\_\_\_

Applicable License #: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

## REFRIGERANT RECLAMATION AND REMOVAL CONTRACT

### I. Parties

Okanogan County, a political subdivision of the State of Washington, hereafter referred to as "County", and \_\_\_\_\_, hereafter referred to as "Company", a licensed refrigeration reclamation company (Refrigeration Transition and Recovery Certification # \_\_\_\_\_) as required in RCW 70A.15.6410, do hereby agree as stated below.

### II. Obligations of Company

- A. Company shall reclaim CFC-containing refrigerant and oil from refrigeration units stockpiled at the Okanogan Central Landfill, 241 B&O North Road, Okanogan, WA 98840, as specified by RCW 70A.15.6410. Company shall remove compressors from each unit, drill them and drain the oil into containers for disposal at the Central Landfill used oil container tank.
- B. Company shall complete the above-described tasks on stockpiled units once per month or as otherwise agreed or as directed by the contracting agency. Additionally, if need arises, Company shall respond within one week of notification by County that services are required.
- C. Company shall provide a Certification of Refrigerant Removal for each unit. Certification form attached hereto as Exhibit "A".
- D. Company shall complete all work to the satisfaction of the County's Solid Waste Manager
- E. Company shall, prior to commencing operations pursuant to this contract, provide proof of insurance coverage as described in Paragraph IV. A.
- F. Company shall comply with all federal, state and local laws. Company shall provide proof of 608 certification for all technicians. EPA regulation (40 CFR Part 82, Subpart F) under section 608 of the Clean Air Act, require that technicians who maintain service, repair or dispose of equipment that could release refrigerants into the atmosphere must be certified.
- G. Company is at all times and for all purposes acting as an independent contractor, not as an employee of the County.

### III. Obligations of County

- A. County will pay to Company an amount of \$ \_\_\_\_\_ per unit (includes sales tax).
- B. County will provide onsite container tank for used oil drained from units.
- C. County will provide Company access to stockpiled units during the normal business hours of the Central Landfill.

**IV. Insurance: Defense and Indemnity**

- A. Insurance: Company shall hold County harmless for any and all liability, costs or expenses that arise from Company's activities under this contract, including attorney's fees and costs. Further, Company shall obtain and maintain continuously, public liability insurance and or other insurance necessary to protect the public within limits of liability, not less than \$250,000 each occurrence/\$1,000,000 aggregate. County shall be notified by certified mail thirty (30) days in advance of any cancellation of the insurance.
  
- B. Hold Harmless: Company shall indemnify, hold harmless and defend County against any and all liability, loss, cost, damage, expenses, claims or actions, including attorney fees, which County may hereinafter sustain, incur, or be required to pay arising solely out of or by reason of any act or omission of Company in the execution, performance, or failure to adequately perform hereunder. County shall indemnify, hold harmless and defend Company against any and all liability, loss, costs, damages, or expenses, officers and employees may hereinafter sustain, incur, or be required to pay arising solely out of any act or omission of County in the execution, performance or failure to adequately perform hereunder.

**V. Modification**

The Agreement may only be amended in writing executed with the same formality as observed herein.

**VI. Content and Understanding**

This agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written, not set for the herein or written amendment hereto executed by both parties. This contract will be in effect from February, 2021 through December 31, 2023; with an option to extend the contract two additional years.

DATED at Okanogan, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Contractor Signature

DATED at Okanogan, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON

ATTEST:

\_\_\_\_\_  
Laleña Johns, Clerk of the Board

\_\_\_\_\_  
Chris Branch, Chairman

\_\_\_\_\_  
Andy Hover, Vice-Chairman

\_\_\_\_\_  
Jim DeTro, Member

INFORMATIONAL

**EXHIBIT A**

**REFRIGERANT REMOVAL CERTIFICATION**

I \_\_\_\_\_ do hereby certify that I have removed the Refrigerant Compressors and drilled and drained the oil from the compressors on \_\_\_\_\_ units of refrigerants at Okanogan County Central Landfill on \_\_\_\_\_, 2021. The oil was properly deposited in the County supplied Container.

This service has been performed in accordance RCW 70.94.970 and the contract by and between \_\_\_\_\_ and Okanogan County, dated \_\_\_\_\_, 2021.

Signed: \_\_\_\_\_

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

INFORMATIONAL

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

## **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

## **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



# Okanogan County

## Department of Public Works

*County Engineer*  
Joshua L. Thomson, PE

1234-A Second Ave. S. –  
Public Services Building  
Okanogan, WA 98840-9723

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### Certification of Compliance with Wage Payment Statutes

This form must be submitted with the Bid Proposal or as a Supplement no later than 48 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (February 2, 2021), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_

If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*