

REQUEST FOR BIDS
MCKENZIE COUNTY LANDFILL FUEL STATION

The Board of County Commissioners of McKenzie County, North Dakota, will receive quotes at the County Auditor/Treasurer's Office at 201 5th ST NW Suite 543, Watford City, North Dakota, until the hour of 10:00 AM CT, May 27, 2021, for construction of a Fuel Station at the McKenzie County Landfill.

Bids will be submitted on the specification form furnished by the Auditor's Office, and will be available on the County's website: <http://county.mckenziectomy.net>, under Quick Links/Current Bid Notices. Please specify "Fuel Station" on the envelope.

The Board reserves the right to reject any or all bids as allowed by law, or to accept such bids as may be determined to be in the best interests of the county.

McKenzie County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in its solicitation of bids.

Dated at Watford City, North Dakota, this 4th day of May 2021.



A handwritten signature in blue ink, appearing to read "Erica Johnsrud". The signature is stylized and cursive.

Erica Johnsrud
McKenzie County Auditor/Treasurer

Publish May 12, 19, and 26, 2021.

**Request for “BIDS” for;
McKenzie County Solid Waste Management
Department
Fuel Station
13240 25th St NW
Arnegard, ND 58835**

**McKenzie County, ND
201 5th St NW Suite 750
Watford City, ND 58854**

Contacts:

Mr. Rick Schreiber, Solid Waste Director

INSTRUCTIONS FOR BIDDERS

1. Contract Documents include these instructions, the special provisions, and the quote form.
2. A quote is a complete and properly signed Proposal to provide the designated services for the unit price stipulated therein supported by data called for by the Contract Documents.
3. Each Proposer, by making his/her quote, represents that he/she has read and understands the Contract Documents, and his/her quote is made in accordance and substantial compliance with the Contract Documents.
4. Proposers shall promptly notify the County of any ambiguity, inconsistency or error, which they may discover upon examination of the Contract Documents requiring clarification or interpretation.
5. Any questions related to this RFQ shall be submitted via e-mail. All questions shall be directed to:

Mr. Rick Schreiber (Solid Waste Director)
rschreiber@co.mckenzie.nd.us
1.701.570.1097
6. A site walk through is highly recommended. Coordinate times for the walkthrough with Rick Schreiber (Solid Waste Director) 701-570-1097 or Maurine Collison (Operation Supervisor) 701-570-1257.
7. All quotes shall be submitted to the McKenzie County Auditor/Treasurer's Office at 201 5th St NW, Watford City, ND 58854 no later than May 27, 2021 at 10:00 am CST. RFQs that are late or incomplete will be considered unresponsive and will be disregarded.
8. McKenzie County (County) reserves the right to reject any or all quotes and to accept such bids as may be determined to be in the best interest of the county. The Selection Committee will be comprised of Elected and Appointed Officials.
9. It is the intent of the County to accept the lowest responsive, responsible quote provided it has been submitted in accordance with the Contract Documents and is judged to be reasonable.
10. McKenzie County intends to enter into a contractual agreement as soon as possible once a RFQ is accepted.

The McKenzie County landfill is accepting bids for the Landfill Fuel Station. All applicants shall prepare all required materials and information associated with this submittal at their own expense.

A single contract for this work will be negotiated. McKenzie County will select one firm, not multiple. Contractor shall coordinate with sub-contractors as necessary to complete full scope of work. McKenzie County landfill staff will be involved in the QA/QC process but the Contractor will be solely responsible for the successful completion of this project in its entirety.

Any information included in the RFQ submittal becomes the property of McKenzie County. McKenzie County reserves the right to share this information with any one person, firm or group.

The following information must be included in the proposal.

A. General Firm Information:

1. Name and address of firm submitting proposal.
2. Type of firm. (Corporation, partnership, sole proprietorship, etc.)
3. Number of years firm has been in business under its present business name. Please indicate other names used by the firm in past.
4. As applicable, other names, including parent companies.

B. Qualifications of key personnel:

1. Provide the name, title, resume and contact information of project manager(s) assigned to the quote.
2. Provide a description of skills, experience, credentials and unique qualifications of the key personnel.

1.0 Scope of work to be completed:

1.1 Existing conditions -

- (1) Reinforced concrete pad (to be used for heated def tote dispenser box), bollards around concrete pad, yard light and power are already in place. The County is currently using a 5,000 gallon Flameshield UL2080 tank along with (1) RED

JACKET pump, (1) GAS-BOY dispenser and (1) FUELMASTER. The intent is to use the (1) FUELMASTER in this project.

Required materials and services -

- Provide (1) 15,000 gallon split tank (12,000 gallons of diesel and 3,000 gallons of gasoline) in white acrylic, enamel or urethane paint. Tank MUST be UL2085 listed per North Dakota State Fire Marshall's Office regulations.
- Provide VEEDER-ROOT TLS4c ATG's on both tanks (both sides).
- Provide (2) RED JACKET P75U1 RJ1 ¾ HP submersible pumps.
- Provide (2) GAS-BOY 9853 dispensers. (1) for diesel and (1) for gasoline.
- Supply and install (2) 15-gallon over-spill / fill cabinets (box style with door).
- The County is providing (1) TRENDnet TEG-S80g 8-port Gigabit GREENnet Switch for the communication of the ATG's to the existing FUELMASTER unit already in use.
- Contractor is responsible for the coordination of all electrical and plumbing necessary for the successful completion of this project.
- Contractor is responsible to provide whatever concrete is necessary to install and support the fuel tanks(s).
- Any and all electrical / plumbing safety requirements as required by Local, State or Federal guidelines or regulations are the sole responsibility of the contractor. This includes any and all decals, stickers or placards.
- As-built drawings are required at the end of the project.

Unhooking the old system will be time sensitive as the existing diesel tank is currently in service. Contractor will coordinate with the landfill team to minimize operational down time.

An inspection MUST be completed before the new tanks can be filled in accordance with the North Dakota State Fire Marshall's Office.

Contractor is responsible for any permits that may be required along with any coordination with the Planning & Zoning Department in McKenzie County.

Contractor is responsible for setting and securing tanks on the new pad based on all Local, State and Federal requirements.

2.0 GENERAL INFORMATION

2.1 Compliance Requirements

The County is regulated by public law and statutes, and other state and local regulations. Unless otherwise specified, it shall be the Contractor's responsibility to identify the applicable federal, state and local laws and regulations and apply the procedures as required.

2.2 Health and Safety Plan and Site-Specific Health and Safety Plans

2.2.1 Safety and Health (General)

In the course of conducting activities pursuant to this scope of work, the Contractor must perform on-site work. Thus, the Contractor shall develop and implement safety and health, and emergency response programs/plans for activities which involve employee exposure or the reasonable possibility for employee exposure to safety and health hazards. The Contractor shall review all information provided and develop the necessary documents which contain the health and safety criteria, procedures, and practices sufficient to protect on-site personnel, the environment, and potential off-site receptors from chemical and physical hazards. The Contractor is solely responsible for the health and safety of its employees.

2.3 Special Notifications

2.3.1 Health Risk

The Contractor shall immediately report to the County, via telephone, any data or results generated during this Scope of Work that may indicate any potential imminent health risk or violation of state or federal local laws. Following this telephone notification, a written notice with supporting documentation shall be prepared and delivered within three (3) days. Upon request of the County, the Contractor shall provide all pertinent data within three (3) weeks of the telephone notification.

The Contractor shall identify potentially significant health and safety problem areas as they arise including any spills while providing the technical support required by this Scope of Work.

2.3.2 Questions from the Public

The Contractor shall refer all questions from the public to the County.

2.3.3 Scope of Work Guidance

The Contractor is cautioned to take no guidance from any source during the course of this effort which deviates from the requirements stated in this statement of work. The Contractor shall immediately notify the County of any such requests.

3.0 ASSIGNMENT OF RIGHTS

The person awarded the contract may not assign the rights or interests in the awarded contract without written consent of the County.

4.0 COLLUSION OF PROPOSERS

Collusion between Proposers is cause for rejection of all quotes submitted by involved parties and subject to applicable criminal prosecution.

5.0 INSPECTION OF SITE

Proposers are strongly encouraged to inspect the site prior to submitting their quotes. Submission of the quote shall be conclusive evidence that the Proposer has examined and is familiar with the site conditions.

6.0 QUOTE AWARD AND ACCEPTANCE

Award of the contract will be made to the responsive, responsible qualified Proposer submitting the low quote covering all work. Awards will not be made on separate items or parts of the work.

7.0 TIME SCHEDULE

The work herein specified shall be started within two weeks after receiving notice to proceed. Contractor timeframe for completion of work is expected to be within 180 days.

The Contractor is responsible for scheduling work so as to minimize impacts to Landfill operations. The Contractor shall coordinate with the County for construction timing.

8.0 PAYMENT

Payment will be the lump sum amount proposed and will be made after the work is satisfactorily completed.

9.0 COUNTY INSURANCE REQUIREMENTS

Bidder's Insurance requirements are as follows:

The Contractor shall not commence work under the Contract until it has obtained at its own cost and expense all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by Contractor until final completion of the work.

The latter agrees that it shall at all times during the term of the Contract have and keep in force the following insurance policies.

Workers Compensation. Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws.

Comprehensive General Liability. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$500,000.00 per claim and \$1,500,000.00 for any number of claims arising out of a single occurrence. If the claim arises out of the release or threatened release of a hazardous substance, the insurance must be for an amount of not less than \$1,000,000.00 per claim and \$3,000,000.00 for any number of claims arising out of a single occurrence.

Business Auto Liability. A single limit or combined limit or excess umbrella automobile liability insurance policy for all vehicle used regularly in the provision of services under this contract for an amount of not less than \$500,000.00 per accident for property damage, \$500,000.00 for bodily injury and/or damage to any one person, and \$1,500,000.00 for total bodily injuries and/or damage arising out of a single occurrence.

Special Requirements:

McKenzie County is to be included as an **Additional Insured** on both the Comprehensive General Liability and Business Auto Liability Policies.

Current, valid insurance policies meeting the requirements herein identified shall be filed with the County before the contractor commences a project and maintained during the named project's duration. Renewal Certificates shall be sent to the County within thirty (30) days prior to any expiration date. There shall also be a thirty (30) days notification to

the County in the event of cancellation or modification of any stipulated insurance coverage.

It shall be the responsibility of the Contractor to ensure that all subcontracts comply with the same insurance requirements that he/she is required to meet.

10.0 LIABILITY

The Contractor agrees to assume entire responsibility and liability for all damages and injury to all persons and property including County personnel and property whether caused by the Contractor, the Contractor's officers, agents, or employees, arising from activities undertaken on this Agreement or the Contractor's use or occupancy of the premises covered by this permit. The Contractor additionally agrees to indemnify and save and hold the County, its officers, agents, and employees, harmless from all claims or causes of action arising therefrom.

11.0 NON-DISCRIMINATION

During the performance of this agreement, Contractor agrees that no person shall, on the grounds of race, color, religion, age, disability, marital status, public assistance, criminal record, creed or national origin be excluded from full employment rights and, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

12.0 INDEPENDENT CONTRACTOR STATUS

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the County for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The Contractor represents that it is, has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required under the Agreement, shall have no contractual relationship with the County, shall not be considered employees of the County and any and all claims that may or might arise under the

Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitations, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the County; and the Contractor shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

13.0 TERMINATION

It is understood the essence of this Contract is high quality service to the County. As such, if the County determines that the Contractor is in breach of any provisions of this Contract, a written notice will be sent to the Contractor allowing him thirty (30) days to comply. Failure by the Contractor to comply with the Contract by the end of the thirty (30) day period the County will terminate the Contract and shall be released of its obligations.

Upon any failure of the Contractor to fulfill any of the provisions of the Contract, the County shall be authorized to hire services and equipment as may be necessary to do such work and the cost of such expenses thereof may be charged and deducted from monies due to the contractor, or collected from the Contractor.

PROPOSAL FOR FUEL STATION

Proposal of _____

(Name of Firm)

(Address)

To perform all work in accordance with the Contract Documents for the following total lump sum price:

FUEL STATION: \$ _____

Price in words: _____ Dollars and _____ cents.

Communications concerning this Quote shall be addressed to:

Telephone: _____

Proposer has examined copies of all of the Contract Documents.

NOTICE TO PROPOSERS: In submitting a quote, you must return this complete proposal, and initial changes made to the proposal forms.

PROPOSAL FOR FUEL STATION (Continued)

The following is a list of projects our organization has completed, which is similar in character and in magnitude to that required by the Quotation Documents:

Project	Contact Name and Phone Number

PROPOSAL FOR FUEL STATION (Continued)

In accordance with the contract documents for the polyurea lining for Pump Station No. 2 project,

(I)(We) hereby certify that (I)(We) (am)(are) the only person interested in this proposal as principal, that this proposal is made without fraud or collusion, and that an examination has been made of the site of the work and the contract documents.

(I)(We) understand that the work shown herein is to be completed for the lump sum price indicated.

(I)(We) propose to furnish all necessary machinery, equipment, tools, and labor to perform the work as specified in the contract documents within the allocated time for the lump sum price indicated in the proposal forms.

(I)(We) further propose to execute the contract within 30 days after receiving written notice of award.

(I)(We) further propose to complete all work in accordance with the contract documents.

(I)(We) agree to indemnify, defend and hold harmless County and its directors, officers and employees from and against any and all loss, damage, claims or liability (including without limitation, reasonable attorney's fees) incurred by County to the extent arising out of Contractor's negligent acts, errors or omissions; including claims by any third party or claims made by employees of Contractor, during the term of this agreement.

NOTICE TO PROPOSER: In submitting a proposal, you must return this complete proposal form, and initial changes made to the proposal forms.

PROPOSAL FOR FUEL STATION (Continued)

If Proposer is:

An Individual

By _____(SEAL)
(Individual's Name)

Doing Business As _____

Business Address _____

Telephone No. _____

A Partnership

By _____(SEAL)
(Firm Name)

(General Partner)

Business Address _____

Telephone No. _____

PROPOSAL FOR FUEL STATION (Continued)

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address _____

Telephone No. _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture shall be in the manner indicated above.)