



Whatcom Transportation Authority

INVITATION TO BID FOR

VACTOR TRUCK SERVICE and LOT SWEEPING

ITB 2019 - 194

PRE-BID MEETING:
none

BID DUE:
April 1, 2019 no later than 12:00 PM PST

**Whatcom Transportation Authority
4011 Bakerview Spur Road
Bellingham, WA 98226
Phone (360) 788-9332 Fax (360) 788-9532
Procurement@ridewta.com**



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Part 1 – General Information

Whatcom Transportation Authority (WTA) is a Public Transportation Benefit Area (PTBA), defined by RCW 36.57A, providing fixed route and paratransit service throughout Whatcom County, Washington. Whatcom County is in the northwest corner of Washington State. The transit revenue fleet consists of 61 fixed route buses, 42 paratransit vehicles, and 31 vanpools.

WTA's mission is to enhance our community by:

- Delivering safe, reliable, efficient and friendly service
- Offering environmentally sound transportation choices
- Providing leadership in creating innovative transportation solutions
- Partnering with our community to improve transportation systems

Additional information about WTA can be found at www.ridewta.com.

Bidders are required to adhere to the terms and conditions of this solicitation packet. The ITB and the submitted bid constitute an “offer” and “acceptance” of all of the terms and conditions for an enforceable contract. Instructions for requesting alternate terms or conditions are outlined in Part 3.I.

WTA is currently seeking Vactor Truck and Parking Lot Sweeping services to six (6) locations.

- Maintenance, Operations, Administration Building (MOAB), 4011 Bakerview Spur, Bellingham
- Bellingham Transit Station (BTS), 205 E. Magnolia, Bellingham
- Cordata Transit Station (CTS), 4194 Cordata Parkway, Bellingham
- Ferndale Transit Station (Ferndale), 1675 Main Street, Ferndale
- Lynden Transit Station (Lynden), 1945 Front Street, Lynden
- Midway Lane Parking Lot (Midway), 2000 Midway Lane, Bellingham, WA

This contract will be subject to Prevailing Wage¹ and retainage rules. No performance or payment bonds will be required. Federal funds are not being used.

All submittals become the property of Whatcom Transportation Authority and are subject to public disclosure after award.

Throughout this ITB the terms vendor, contractor, and Bidder are used interchangeably.

Equal Opportunity: Small, minority and women-owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit Bids in response to this solicitation. WTA ensures non-discrimination in the award and administration of all contracts, creates a level playing field where DBE's can compete fairly, and remove barriers to the participation of DBE's in our contracts.

¹ RCW 39.12

Part 2 –Scope of Work

2. A Introduction

WTA currently operates 61 Fixed Route heavy duty coaches and 42 paratransit coaches on over thirty (30) routes throughout Whatcom County. Part of maintaining its fleet involves chassis wash which uses pressure and water to clean the undercarriages of all WTA's buses.

WTA owns six (6) locations which are used for its transit service and accessed by the public during the day. In order to maintain the stormwater systems at each location, and to maintain cleanliness and safety, WTA contracts its parking lot sweeping.

2. B Overview

WTA is committed to maintaining stormwater conveyance and treatment systems in accordance with Best Management Practices. MOAB is subject to a Washington State Department of Ecology Industrial Stormwater Permit. WTA performs its own regularly scheduled inspections at all of its facilities. In addition, the City of Bellingham performs inspections on WTA's stormwater conveyance and treatment systems at facilities within the city limits.

Oily waste needs to be removed from oil/water separators, vehicle chassis wash pit, and bus wash sludge tank and settling pits located at MOAB.

Sweeping is performed monthly January through April and as needed the remainder of the year when sediment accumulation warrants. Chassis wash cleaning is scheduled approximately two (2) times per year and as needed when oily waste accumulation requires.

Work will be performed at all WTA owned sites described in Scope of Work (2.D) below.

2. C General Technical Requirements

WTA's Project Manager will provide an initial orientation at each site. The Contractor is responsible for all training and subsequent orientation of personnel who will be performing the work.

Contractor shall be familiar with repair and maintenance protocol for Contech Engineered Solutions. Contractor shall utilize only OEM replacement cartridges and return exchange units to Contech per program guidelines.

2. C.1 WTA Responsibilities & Provided Materials

- Provide Contractor with a minimum of five (5) business days notice when requesting services
- Coordinate access to secured chassis wash and bus yard at MOAB
- WTA will provide no equipment or materials

2. C.2 Contractor Responsibilities & Provided Materials

- Provide vactor truck & operator service to remove sludge and sediment waste and provide cleaning services for:
 - Oil/water separators
 - Chassis wash settling pit
 - Bus wash reclaim system settling pit
 - Stormwater system control structures
 - Catch basins
 - Bus wash sludge/silt tank
- Provide heavy equipment and equipment operator to maintain and improve stormwater ditches and stormwater conveyances as needed. Type of work may include
 - Dredge stormwater ditches
 - Stabilize exposed soils as needed post dredging
- Replace Contech StormFilters cartridges, repair oil/water separators, control structures, and other constructed conveyance system facilities, with prior approval of WTA staff.
- Clean out drain lines to and from oil/water separators, chassis wash settling pit, etc.
- Ensure that proper methods and procedures are followed in performing the maintenance work.
- Transport all waste to appropriate waste handling facility.
- Furnish all vehicles, trash bags, and equipment required for waste removal and disposal.
- Provide and maintain all equipment necessary for sweeping surface lots, bus runway facilities, and any other function that may be required to properly maintain the areas of responsibility.
- Identify all contractor owned vehicles with company name.

2. C.3 Worksite Rules

1. Contractor and employees shall follow industry safety standards.
2. Contractor shall supervise and direct the work of all of its employees and sub-contractors.
3. There is no smoking allowed on WTA property except in the designated smoking area(s).
4. Contractor shall perform all work in accordance with City and County codes.
5. Contractor shall be responsible for acts, errors, and omission of his/her employees and other persons performing work on behalf of vendor.
6. Should Contractor cause damage to WTA property, Contractor shall promptly remedy such damage at its cost.
7. The Contractor shall clean the work area and remove all tools and equipment at the end of each work day.

2. C.4 Environmental Standards

Contractor shall comply with WTA environmental standards and applicable portions of the following statutes, ordinances and regulations and such other regulatory measures pertaining to environmental pollution and the preservation of public natural resources as identified by WTA or other public agencies as applicable to the work.

- Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et Seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.;
- State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.21C RCW and WAC Chapter 197-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW.
- Regional. Any applicable Air Pollution Control District regulations.
- Whatcom County. Any applicable County ordinances and regulations.
- Local. Any applicable City of Bellingham, City of Lynden, City of Ferndale ordinances and regulations.

2. D Scope of Work

2. D.1 Stormwater Systems

Vactor out stormwater system catch basins and dispose of all waste as requested by WTA staff. WTA has storm water systems with catch basins at five (5) properties, and a sixth facility will be constructed in 2019:

1. Maintenance, Operations & Administration Base (MOAB), 4011 Bakerview Spur, Bellingham, WA
2. Bellingham Station (BTS), 201 East Magnolia, Bellingham, WA
3. Ferndale Station (FTS), 1675 Main Street, Ferndale, WA
4. Cordata Station (CTS), 4194 Cordata Parkway, Bellingham, WA
5. Lynden Station (LTS), 1945 Front Street, Lynden, WA
6. Midway Lane Parking Lot (Midway), 2000 Midway Lane, Bellingham, WA (Facility to be completed Fall 2019-See Appendix E)

2. D.2 Sanitary Sewer Waste Stream Systems

At MOAB there are three (3) oil/water separators connected to sanitary sewer. There are also settling structures in place in the bus washing facility and the chassis wash bay. See Appendix B for photos of the chassis wash pit. The waste in these settling structures contains motor oil, grease, and road grime sediment from vehicle washing operations.

The exception is oil/water separator #1; the waste in oil/water separator #1 is extremely minimal and will likely never need servicing.

Based on laboratory analysis conducted in 2003 of waste material sediment samples taken from the Chassis Wash pit and Oil/Water Separator #2, and from an additional oil/water separator on the same property, the WTA has determined that the waste sediment from these sources is nonhazardous. The current waste stream is expected to be the same as it was in 2003, since the industrial activity on this site has in no way substantially changed. See Appendix C for laboratory analysis of the waste.

All waste must be disposed of in accordance with the "Minimum Functional Standards for Solid Waste Handling", Chapters 173-304 WAC and 173-350 and "Dangerous Waste Regulations"

Chapter 173-303 WAC. Failure to dispose of waste as required will be considered breach of contract.

All waste must be disposed of at permitted solid waste disposal facilities and/or permitted vactor waste dewatering facilities. Vendor must provide copies of waste disposal receipts with invoices. Failure to use proper disposal facilities and provide receipts will be considered breach of contract.

2. D.3 Chassis Wash Settling Pit and Associated Oil/Water Separator #2

The Chassis Wash settling pit and associated Oil/Water Separator #2 are located at MOAB. These specific units will typically need to be pumped out at 6-month intervals, as determined by WTA staff.

The materials which collect in the Chassis Wash sump are the result of vehicle wash water which includes oil film, sediments, and gunk washed from vehicles.

The materials which collect in Oil/Water Separator #2 are overflow materials from the Chassis Wash wastewater stream, to include oil and grease, floating materials, and heavy solids.

2. D.4 Parking Lot and Bus Runway Sweeping

The Contractor shall sweep with a road and parking lot sweeper in order to leave the parking lots and bus runway areas neat and clean. The Contractor shall clean around all obstructions such as signs, posts, poles, trees, wheel stops, etc.

A. MOAB Lot

Approximately 255,550 square feet of paved surface

Cleaning times:

- Bus lot on east side of main building, 10:00 am – 3:00 pm weekdays
- Employee & visitors parking lot on west side of main building, 1:00 am – 4:30 am any day of the week.

Cleaning frequency: Once per month January through April, and as requested by WTA

B. Bellingham Station

Approximately 45,000 square feet of paved surface

Cleaning times: 11:30 pm – 5:00 am any night of the week

Cleaning frequency: Once per month January through April, and as requested by WTA

C. Cordata Station

Approximately 79,000 square feet of paved surface

Cleaning times: 11:30 pm – 5:00 am any night of the week

Cleaning frequency: Once per month January through April, and as requested by WTA

D. Ferndale Station

Approximately 107,000 square feet of paved surface

Cleaning times: 9:00 pm to 6:00 am Monday through Saturday. Any time of day or night on Sunday.



Cleaning frequency: Once per month January through April, and as requested by WTA

E. Lynden Station

Approximately 51,200 square feet of paved surface

Cleaning times: 9:00 pm to 6:00 am Monday through Saturday. Any time of day or night on Sunday.

Cleaning frequency: Once per month January through April, and as requested by WTA

F. Midway Lane Parking Lot

Approximately 53,000 square feet of paved surface

Cleaning times: 10:00 am – 3:00 pm weekdays

Cleaning frequency: Once per month January through April, and as requested by WTA

**Refer to Appendix E for rendering of the completed lot*

Part 3 - Submission Guidelines

All forms can be requested in Word format by contacting procurement@ridewta.com

3. A Procurement Schedule

Activity	Date - 2019
Procurement Request Released	February 26
Request for Equals or Deviations	March 18
Submissions Due*	April 1 no later than 12:00 PM PDT
Estimated Award Confirmation	April 18

*WTA will reject Bids received after this date.

WTA reserves the right to modify the Procurement Schedule through written addenda.

REQUESTING EQUALS OR DEVIATIONS ARE ONLY WAY THAT THE SUCCESSFUL BIDDER MAY MODIFY, AMEND OR AVOID ANY TERM AND CONDITION SET OUT IN THE ITB. Refer to Part 3.I for more information.

3. B Bid Guidelines

Bidders should fully inform themselves of the conditions, requirements, and specifications before submitting a proposal. The submission of a Bid constitutes Bidder acceptance of the terms and conditions of this request, including the underlying contract terms and conditions which are set out herein.

The Bidder is responsible for all costs related to the bid preparation. Any costs associated with the project not specifically set forth in this ITB are the Bidders responsibility, and will be deemed included in the fees and charges proposed.

WTA reserves the right to:

- Award to one or more Bidders
- Accept or reject any or all Bids and their Bidders
- Reject any or all Bids until a contract is signed
- Reject this solicitation and issue a new one for any reason
- Waive deviations from the requirements
- Waive any informality or minor irregularity in bids received
- Issue changes to the solicitation in the form of written addenda
- Request additional information to fully evaluate a bid

A Bid will be rejected when:

- It is late
- Bidder fails to meet the minimum qualifications listed in Part 3.C
- Bidder is determined to be not responsible as described in Part 4.B
- Any required form is not signed, incomplete, or altered

- Any other reason determined to be in the best interest of the WTA
- Contractual terms and conditions are altered or otherwise re-written without prior WTA approval
- The details of the bid have been altered
- Bidder fails to timely respond to a request for additional information
- A conflict of interest is not properly disclosed
- Bidder fails to acknowledge addenda

Bids may not be modified after opening unless requested by WTA. Prior to opening, Bids may be withdrawn at any time.

WTA may request that information be displayed differently than presented (for example, request a bundled pricing structure be itemized).

Bid pricing shall be valid for a period of 120 days from opening.

WTA may request clarification or additional information, including, but not limited to, financial statements.

3. C Bidder Responsibility Criteria

Bidders must meet the minimum qualifications provided in A & B **at the time of bid**². Any sub-Contractors will be required to meet requirements listed in A before beginning the Work and at the time of subcontract execution.

A. BIDDER RESPONSIBILITY

- At the time of bid submittal, provide a current Contractor Certificate of Registration complying with RCW Chapter 18.27.
- Provide a current Washington State unified business identifier (UBI) number.
- Show proof of industrial insurance coverage for the Bidder's employees working in Washington as required in RCW Title 51.
- Provide an employment security department number as required in RCW Title 50.
- Furnish a state excise tax registration number as required in RCW Title 82.
- Not be disqualified from bidding on any contract under RCW 39.06.010 or 39.12.065(3).
- In the last three-years (3), not received 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 to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapters 49.46, 49.48, or 49.52.
- Before award of a public works contract, submit a signed statement³ verifying, under penalty of perjury, compliance with the responsible bidder criteria requirements⁴.

B. SUPPLEMENTAL CRITERIA⁵

² RCW Chapter 39.04.350

³ RCW 9A.72.085

⁴ RCW 39.04.350

⁵ RCW Chapter 39.04.350(2)

- Be registered in System for Awards Management (SAM.gov), or provide proof of registry application, and not be excluded from doing business by SAM.gov.
- Proof of City of Bellingham Business Registration.⁶
- If a corporation or limited liability company, be an active Washington entity, or registered to do business in the State of Washington.
- Have a business history of a minimum of five (5) years under the same name, as a Contractor.
- Provide references under the same name from the last three (3) years. These references must have similar scopes of work, and confirm satisfactory performance.
- Governing people listed by Washington State Department of Licensing and registered agents provided by Washington State Secretary must not have been disqualified from bidding on any contract under RCW 39.06.010, RCW 39.12.065 (3), or 2 CFR 200.205 within the last ten (10) years.

3. D Conflict of Interest

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Bidders. It is WTA policy to have any officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this contract to recuse themselves from any evaluation decision pertaining to this Bid.

WTA requires that Bidders and staff declare any perceived or actual conflict of interest. A conflict of interest does not immediately prevent a Bidder from submitting a Bid. WTA reviews all conflict of interest statements and will notify the Bidder of its decision to allow or reject a Bid as it pertains to the conflict. Disclosure should be detailed on a separate sheet.

In the event that a conflict of interest is discovered post-award, this will be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The awarded bidder will be responsible for any additional costs incurred by WTA to engage another contractor to finish the work.

Conflict of interest would occur under the following:

- Bidder assists in the creation of the scope of work. This includes, but is not limited to reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or encouraging the use of a particular brand or supplier/distributor.
- Bidder or supplier/distributor assists in the creation of a project budget.
- Bidder or supplier/distributor has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.

3. E Addenda

Addenda is issued to all known plan holders when questions or clarifications are significant enough to affect Bids. It is the bidders' responsibility to ensure that it is in receipt of all issued addenda prior to the submission deadline. Addenda must be acknowledged on Exhibit A.

⁶ Bellingham Municipal Code 6.05.025



Addenda is uploaded to each WEBS solicitation, sent to known plan holders, and posted as a notification on the WTA website.

Bids not acknowledging addenda are considered not responsive and not reviewed.

3. F Contact with WTA

Unauthorized contact regarding this ITB with WTA employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on WTA. Bidders will rely only on written statements issued by the Procurement & Grants Coordinator listed below:

Magan Waltari, CPPB
Procurement & Grants Coordinator/DBELO
4011 Bakerview Spur
Bellingham, WA 98226
360.788.9332
procurement@ridewta.com

3. G Protest Procedures

Filing a Protest. Any party with an interest in the award of the solicitation may file a protest that WTA staff did not follow its own policies and procedures regarding a procurement action as defined below. A protest may not be filed challenging WTA staff or the Evaluation Committee's recommendation of a potentially successful Bidder. The protest must be submitted in writing to WTA's Procurement & Grants Coordinator, and include the following information:

- a) Name, address, email address, and telephone number of the protester
- b) Signature of the protester or their representative
- c) Identification of the solicitation
- d) Detailed statement of the legal and factual grounds of the protest
- e) Copies of all relevant documents
- f) The form of relief requested

Procurement Action: meaning specific procurement steps, such as setting the calendar of events, producing the Bid/bid document, advertising the Bid or bid in legal paper of record, maintaining a list of Bid/bid holders, conducting a pre-Bid meeting, responding to all approved equals/clarifications received by the appropriate time and date, addenda issued straightforwardly to all Bid/bid holders, enforcing closing time and date, providing proctoring services to the project manager and evaluation committee, setting criteria weights, conducting interview process with top-scoring Bidders and evaluation committee, creating notes to file regarding the Bid/bid process, issuing award/non-award letters, and maintaining a written record of the procurement.

Issues and facts not stated in the Notice of Protest will not be considered.

All communications with involved parties shall be in writing and open for public inspection.

Time for Filing a Protest. A protest based on alleged improprieties or ambiguities in a **solicitation** must be filed at least seven (7) days before the due date of the bid or Bid. A protest based upon alleged improprieties in an **award** of a contract or a **proposed award** of a contract must be filed within three (3) days after the Notice of Intent to Award has been issued.

Notice of Protest. Procurement shall immediately give notice of a protest to the vendor if a contract has been awarded. If no award has been made, notice will be provided to all solicitation holders.

Stay of Award. If a protest is filed, the award may be made unless the Finance Director determines in writing that:

- a) Reasonable probability exists that the protest will be sustained.
- b) Stay of the award is not contrary to the best interests of WTA.

Review of Protests

Review: The Finance Director shall review and investigate properly filed protests and issue a written decision to the protestor:

- a. A meeting(s) will be called within five (5) working days from receipt of the protest that will include representatives from WTA and the protester to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference if convenient for both parties.
- b. A decision of the protest will be made by the Finance Director within three (3) working days of the final meeting and at the time the protester shall be notified of the decision in writing by email or regular mail.
- c. The Finance Director may, at his/her sole discretion, extend the limits of time outlined above.
- d. The decision of the Finance Director shall be final, unless appealed as provided herein.
- e. A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.

Appeal: A Protestor may appeal the Finance Director's formal decision to WTA's General Manager. The written appeal must be received by WTA within two (2) business days after receipt of the written decision by the Protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the Finance Director shall be reviewed and investigated by the General Manager who shall issue WTA's final decision no later than 21 days after receipt.

Protesters must exhaust the above remedies before pursuing a protest with FTA. FTA will limit its protest reviews to

- a) WTA did not have protest procedures
- b) WTA did not follow its own protest procedures
- c) WTA failed to review a protest
- d) WTA violated Federal law

If one of these conditions is alleged, the protester must deliver its appeal to the FTA Regional Administrator (Region 10) within five (5) working days of the date when the protester has received notice of WTA's final decision. Any appeals must be filed with FTA Regional Administrator (Region 10) within five (5) working days from receipt of notice of FTA's decision if the protester has identified other grounds for appeal to FTA.

3. H Inter-Local Purchasing

This award shall be subject to RCW 39.34 Inter-local Cooperation Act where other government agencies may purchase on WTA's request in accordance to the terms and prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price.

3. I Request for Clarification, Deviation or Alternates

Any Bidder(s) believing a contract term or scope requirement is unnecessarily restrictive or wishing to propose an alternate must notify the Procurement and Grants Coordinator by the deadline provided in the Procurement Schedule. Requests submitted after this date, or as a proposal condition will not be reviewed or considered. WTA will not agree to terms or conditions to the contract after Bids are submitted and conditioned Bids may be rejected as non-responsive. Any changes or requests pertaining to the contract must be made evident prior to the close of the procurement.

ESTABLISHMENT OF CONTRACT BASED UPON NOTICE OF INTENT TO AWARD

The ITB and the BID SUBMITTED constitute an "offer" and "acceptance" of all of the terms and conditions for an enforceable contract, subject to WTA's formal award of a bid, which remains in its exclusive discretion. Once a Bid is accepted and awarded by WTA, the parties will have an enforceable "contract" whose terms and conditions will comprise those set out in the ITB and submitted bid. WTA reserves the right to seek to have such contract enforced, and to seek specific performance from the successful Bidder based upon the terms set out in the ITB and the Bid. Throughout this ITB, the term "Contract" shall mean the terms and conditions contained in this ITB and an awarded bid, and a formal written contract entered pursuant to Part 6.

Submission of a Bid grants WTA the right to enforce the parties agreement without the need for a signed Contract, based upon the existence of an enforceable agreement between the parties, whose terms and conditions shall comprise the ITB and Bid.

Any unapproved deviations, exceptions, substitutions, alternates, or conditions contained in a Bid are cause for the Bid's rejection as non-responsive.

THE ONLY WAY THAT THE SUCCESSFUL BIDDER MAY MODIFY, AMEND OR AVOID ANY TERM AND CONDITION SET OUT IN THE ITB IS TO REQUEST A DEVIATION OR SUBISTITION BY THE DEADLINE PROVIDED IN 3.A. UNLESS A REQUEST IS PRESENTED BEFORE THE DEADLINE, AND ACCEPTED BY WTA IN WRITING AS AN ADDENDA, ALL TERMS AND CONDITIONS OF THE ITB SHALL BE BINDING AND ENFORCEABLE AGAINST THE SUCCESSFUL BIDDER.

Part 4 – Evaluation Process

4. A Evaluation Criteria

Award of the contract shall be to the lowest priced responsive and responsible bidder.

- Vactor Truck will be calculated based on the total cost of one (1) hour of service.
- Sweeping will be calculated based on the total cost of all sites combined plus one (1) hour of travel (if travel applies).
- Stormwater ditch and conveyance maintenance will be calculated based on one (1) hour of service.

The Contractor shall be responsible for all costs incurred in providing the required services to include: all labor, management, all supplies, equipment, insurance, and licenses. The total cost to WTA for the required services shall be the lump sum bid price.

4. B Additional Responsibility Investigation and Review

WTA will review all material submitted with a Bid to establish Bidder responsibility and performance history. WTA may also obtain additional information and conduct independent investigation, including, but not limited to, obtaining copies of business licenses and/or professional licenses and certificates, obtaining financial reports, verifying DBE/MWBE status, reviewing records with the Better Business Bureau, reviewing references, and checking debarment lists. WTA reserves the right to interview references, perform internet searches, review Dunn & Bradstreet reports, and use any other investigative means it chooses to establish responsibility.

4. C Notice of Intent to Award

Upon selection of the successful bidder, WTA will issue a Notice of Intent to Award to all known plan holders. The Notice of Intent in no way constitutes a promise to award, rather it is the agency's first step in recommending a contract to its Board of Directors. WTA reserves the right to reconsider a contract recommendation after the issuance of a Notice of Intent but before management approval.

Bidders are permitted to request a debriefing about their own bid from the Procurement and Grants Coordinator after the Notice of Intent is issued. Information relating to other bids will not be discussed.

Documents and information relating to the procurement including the successful bid will become available once the Board of Directors confirms the award recommendation and may be requested by submitting a Public Disclosure Request to pdr@ridewta.com.

Refer to Part 6 of this ITB for the process of releasing documents marked as "Confidential" or "Proprietary".

Part 5 – Special Terms Contract Details

5. A Contract Term, Compensation, and Invoice Payments

1. Contract Term: The initial length of the contract will be two (2) years, and WTA may, in its discretion, extend the contract for two (2) additional two (2) year increments. Total contract length will not exceed six (6) years.
2. Compensation: WTA will only issue payments against an approved Purchase Order with a properly filed Intent to Pay Prevailing wage. Contractor will be paid a sum equal to the amount agreed upon by the parties.
3. Invoices: Payment will be at Net thirty (30) day terms. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.).

WTA will not pay invoices submitted without correct Intents and Affidavits.

WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt.

Invoices must be addressed to Accounts Payable or emailed to ap@ridewta.com. WTA will not be responsible for late payments due to incorrect routing on the part of the vendor.

5. B Insurance Requirements

Contractor and subcontractors will not begin work until proof of insurance has been received and approved by WTA.

Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner⁷. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide.

Approval of the insurance coverage by WTA will not relieve or decrease the liability of the Contractor for any damages arising from Contractor's or its subcontractors' performance of the work. Contractor's failure to fully comply with insurance requirements shall be considered a material breach and cause for immediate termination of the contract. Contractor shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

Coverage will include claims for damages arising from Contractor's performance for:

- Property Damage including Premises and Operations
- Explosions, Collapse and Underground Hazards
- Medical Expenses

⁷ RCW 48

- Protective Liability
- Products/Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Broad Form Property Damage
- Independent Contractors
- Personal/Advertising Injury
- On Premises Pollution Coverage Extension (ISO CG 2415 Form or equivalent)
- Stop Gap Liability

The Contractor and subcontractors must procure the following minimum insurance:

- Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 combined single limit.
- Umbrella or Excess Liability in the amount of \$1,000,000 per occurrence.
- Pollution Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.

Coverage must be maintained through the life of the Contract plus one (1) year.

Contractor and subcontractors must furnish the following endorsements separate of the Certificate of Liability:

- Additional Insured Endorsement naming "WTA Agents & Employees" for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.
- Additional Insured Endorsement naming "WTA Agents & Employees" for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent.
- Waiver of Subrogation naming "WTA Agents & Employees". Endorsement should be on Accord© form CG24041093 or equivalent.
- Cancellation Endorsement providing thirty (30) days advance written notice to be received by WTA.

Contractor and subcontractors must maintain during the life of this contract Worker's Compensation Insurance. If the Contractor is not eligible for Worker's Compensation Insurance it will indemnify and hold WTA harmless for any claims resulting from Contractor's actions.

These insurance requirements do not limit the Contractor's liability for damages resulting from performance.

5. C Prevailing Wage

The described work may include more positions or less. Complete job descriptions can be found in Chapter 296-127. Contractor is responsible for correct applicability and reporting of Job Descriptions.

Pricing will be based on the Prevailing Wage in effect on the date bids are due.



The Contractor will be required to meet Washington State Prevailing wage rates in effect at the time of ITB release for the first term of the contract, unless exempt⁸. Prevailing Wage may be adjusted up or down with each contract extension based on the wage in effect as of the date of contract execution⁹.

The Contractor, and all sub-Contractors shall be required to file Intent to Pay Prevailing Wage form with the State of Washington at each contract renewal. Contractor shall also file an Affidavit of Wages Paid at the end of each contract term. Contractor agrees to pay the Department of Labor and Industries (L&I) the required fee with each Statement of Intent to Pay Prevailing Wages and each Affidavit of Wages Paid submitted, and those costs may be included in the Base Bid. It is the Contractors responsibility to make sure that the Sub-Contractor complies with this part.

Certified payrolls are not required to be submitted with invoices, however, they must be made available on request. Contractor shall keep accurate certified payroll records for three (3) years from the date of project acceptance and make those records available upon request¹⁰.

WTA will not pay invoices submitted without Intents and Affidavits being filed correctly.

5. D Retainage

WTA is required to withhold retainage of 5% for contracts over \$35,000¹¹ per contract term. This money will be set aside as a trust for the protection and payment of anyone performing labor; providing materials, supplies, or equipment; or subcontractors.

At the contractor's option, this retainage will be either¹²:

- Retained in a fund by the WTA
- Deposited in an interest bearing bank account. Any interest earned will be paid to the contractor
- Placed in escrow with a bank or trust by WTA.

The contractor may instead submit a retainage bond for the retainage amount on the contract.

Washington State Department of Revenue (DOR), Employment Security Department (ESD), and Department of Labor & Industries (L&I) all have lien rights against this fund whether held by WTA or submitted as a bond. Should claims be made against this retainage amount, the priority of payment will be:

1. Workers not paid prevailing wages
2. Dept. of Revenue – taxes due on the public works project
3. Dept. of Revenue – taxes due on other public works projects
4. ESD and L&I for taxes due on the public works project
5. Subcontractors and suppliers on the public works project
6. Other taxes due (ESD, L&I for taxes due on other projects and/or other taxes)

⁸ WAC 297-127-430.

⁹ WAC 296-127-023

¹⁰ WAC 296-127-320

¹¹ RCW 60.28.011

¹² RCW 60.28.011

7. WTA

Before WTA releases retainage, DOR, EST, and L&I must certify that there are no retainage claims. An affidavit of wages paid must also be approved by L&I for all contractor and subcontractor work.

5. E Sub-Contracts

Contractor shall perform at least 75% of the work with its own organization.

All subcontractors must be pre-approved by WTA before they begin work. WTA reserves the right to investigate sub-contractor responsibility prior to confirming award, if subcontractors are known. WTA will not approve change orders to the proposal or final contract price for replacing rejected sub-contractors.

Prime contractors are required to provide a copy of the sub-contract or purchase order to WTA. Any sub-contract will contain the same language as required in Appendix A.

Before the sub-contractor starts, submit the following documents:

- Insurance requirements listed in Part 5.E or furnish proof of inclusion of the Prime Contractors insurance
- Provide proof that all individuals are properly licensed, certified, and/or bonded to perform the contracted scope where applicable
- Labor & Industries Intent to Pay Prevailing Wage

Contractor will be jointly and severally, and vicariously liable to WTA for any work performed by its subcontractors, and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors will have sufficient knowledge, skill, and experience to perform the work contracted to them.

WTA will not be held responsible for the contractual relationship between subcontractors and Contractor. Contractor will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime's ability to successfully complete a project.

5. F Contractor Performance Monitoring and Evaluations

WTA's project manager may conduct periodic performance review of the contractors' performance every 6 months while contract is in effect. Any completed evaluations shall be a permanent part of the contract administration file. Performance reviews are considered for contract extensions, and price adjustments.

If any unsatisfactory condition or deficiency is detected, or, if any of the service performed does not conform to the contract requirements, WTA will promptly notify the Contractor in writing with a description of such non-compliance. Without limiting any other rights, WTA may require the Contractor, within seven (7) days of receiving the notice to: 1) perform the services again in compliance with contract requirements or repair or replace any or all of the damaged goods, at

Contractor's sole expense 2) refund WTA the full price paid for any or all of the damaged goods or services and accept the return of any damaged goods.

Depending on the deficiency, WTA may require Contractor to provide a written detailed plan which states the time and methods needed to bring the work, materials or services within acceptable limits of the specifications or contract requirements. This plan will also include measurements to be used in monitoring remedy status. WTA may accept, modify, or reject this plan at its discretion. In the event this plan is rejected, Contractor may be determined to be in material default of the Contract and the work, materials, or services will be deemed not accepted.

In the case of an emergency where WTA believes delay could cause serious injury, loss or damage, WTA may waive the first written notice and either: 1) direct the Contractor to correct the defect or, 2) correct the defect of its own accord and dispatch a third party contractor, or use Force Account through use of WTA employees at a rate equal to the employee's hourly rate plus administrative costs. In either case, Contractor is responsible for all costs of remedying the defect and WTA may deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.

Non-Performance Notice: If Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, WTA may send a "Notice of Non-Performance" to the Contractor detailing the exact nature of non-performance, remaining work to be performed, and the date of non-performance. Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to WTA's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt, or three (3) business days after mailing. Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future submittals by Contractor for WTA contracts may be rejected without consideration. This procedure to remedy defects is not intended to limit or preclude any other remedies available to WTA by law, including those available under the Uniform Commercial Code, RCW Title 62A. Acceptance by WTA of late or unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of the requirements for satisfactory and timely performance of any obligation remaining to be performed by Contractor.

Third Party Claims: In the event that either party is found liable for damages to third parties as a result of the performance of services under this Contract, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under any contract.

5. G Disadvantaged Business Enterprise (DBE) Contracting

- A. WTA participates in the Federal Department of Transportation Disadvantaged Business Enterprise (DBE) program.
- B. While this procurement does not require the use of DBE or Small Business Enterprises (SBE), WTA encourages contractors to utilize them as often as possible or, at a minimum, make a good faith effort to subcontract or purchase goods and equipment from them.



C. Contractors are also encouraged to receive Federal DBE certification where applicable.

A complete list of certified DBE and SBE's as well as certification information can be found at omwbe.wa.gov.

5. H Limitations of Liability

WTA is unable to agree to any limitation of liability in the event of a claim or issued judgment through the performance of a contract. This is considered a gift of public funds, and is unenforceable by the Washington State Constitution¹³.

¹³ Article VIII, Section 7, "Credit not to be Loaned"

Part 6 – Public Disclosure Law

WTA complies with RCW Chapter 42.56. After an award, procurement and contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted. It is the vendor's responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

WTA will not execute non-disclosure agreements.

Bids Marked Confidential:

If WTA receives any public disclosure request that includes a request for all or a portion of any Bid, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by any bidder labeled "Confidential" or "Proprietary" but does not, in WTA's opinion, fall into an exception from public disclosure, will be initially withheld and WTA will notify Contractor of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the public records request, subject to any court order or injunction that bidder may obtain.

The bidder or contractor assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert and costs and attorneys' fees it incurs arising from dealing with bidder's labeling of any portion of the bid as "Confidential" or "Proprietary," including those arising from any legal action commenced by bidder. Submission of a bid is agreement with this section.

Public Records Application to Documents of Vendor

As a public contract, all records prepared, generated or used by a successful vendor or its agents, employees and subcontractors relating to the contract and associated work will be subject to being a "Public Record" under RCW Chapter 42.56. Vendor, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the contract work. All records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the vendor. Vendor will need to seek judicial approval to prevent such disclosure, at its expense. Vendor, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the contract.

Part 7 – Exhibits and Appendix

Bidder's Checklist

BY SUBMITTING A BID, BIDDERS AGREE TO BE BOUND BY ALL LEGAL REQUIREMENTS AND CONTRACT TERMS AND CONDITIONS CONTAINED IN THIS ITB. WTA WILL NOT NEGOTIATE ANY ASPECT OF THE REQUIRED SERVICE OR ANY CONTRACT TERM OR CONDITION ONCE THE INTENT TO AWARD IS ISSUED. WTA WILL NOT MAKE ANY CONCESSIONS FOR BIDDERS WHO ARE NOT COMPLETELY FAMILIAR WITH THE SCOPE OR CONTRACT REQUIREMENTS.

The following information, forms and documents contained in this request shall be completed and submitted as the original bid document. Bids not adhering to the provided directions may be disqualified as non-responsive.











- ☐ Bid Confirmation & Cover Sheet (Exhibit A)
- ☐ Bidder Demographics & References (Exhibit B)
- ☐ Bid Cost (Exhibit C)
- ☐ Notarized Conflict of Interest Certification (Exhibit D)
- ☐ Debarment, Compliance, Conflict of Interest (Exhibit E)
- ☐ Compliance with Wage Statutes (Exhibit F)

Bidders are advised that the following will be incorporated into the final contract:

- Invitation to Bid including Exhibits and Appendices
- Issued Addenda (if applicable)
- Contractor Pricing & completed exhibits
- Executed Contract
- Purchase Orders

The below exhibits are embedded into the ITB as indicated with this symbol: 

Bidders are responsible for ensuring they can access them. Word versions of the Exhibits are available upon request.

Exhibit A Bid Confirmation & Cover Sheet		Appendix A Contract Terms & Conditions	
Exhibit B Bidder Demographics & References		Appendix B Chassis Wash Photo	
Exhibit C Bid Cost		Appendix C Laboratory Waste Analysis	
Exhibit D Conflict of Interest Certification		Appendix D Treatment Structure Inventory	
Exhibit E Debarment and Compliance Statement		Appendix E Rendering of Midway Lot	
Exhibit F Compliance with Wage Statutes	