



# **INVITATION TO BID**

**ITB # –2023 - 002**

## **Vehicle Detailing**

**Bid Submission Deadline:  
Tuesday, February 16, 2023  
No later than 11:00 PM PST**

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



## Part 1 – Introduction

Whatcom Transportation Authority (WTA) 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 62 fixed route buses, 46 paratransit vehicles, 2 Ford Transit Vans and 31 vanpools.

WTA's service area includes the cities of Bellingham, Ferndale, and Lynden, as well as incorporated regions surrounding these communities. In 1993 the Lummi/Marietta area was annexed and incorporated into the WTA service area, and in 1994 the Western Whatcom County area (Blaine/Birch Bay/Semiahmoo/Cherry Point) was also annexed and incorporated.

WTA seeks a contractor to provide vehicle detailing and interior window cleaning services to its revenue fleet. The revenue fleet consists of (56) 40' Fixed Route coaches, (6) 35' Fixed Route coaches, (46) 25'-28' Paratransit coaches and (2) Ford Transit Vans. On an as needed basis, staff vehicles will be cleaned and detailed as well.

Additional information about WTA can be found at [www.ridewta.com](http://www.ridewta.com).

Bidders are required to adhere to the terms and conditions of this solicitation packet. WTA will not negotiate any aspect of the required service or contract 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.

All submittals become the property of WTA and are subject to public disclosure after award.

Throughout this ITB the terms vendor, Contractor, and Bidder are used interchangeably. In general, the term Bidder means those who submit a proposal in response to this ITB, while a Contractor is a Bidder who has been selected and enters a contract to provide the services.

Equal Opportunity: Small, minority, veteran, women-owned, and Disadvantaged Business Enterprises<sup>1</sup> (DBE), are encouraged to submit a response to this solicitation.

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<sup>1</sup> 49 CFR 26

## **Part 2 – Scope of Work**

### **2. A Introduction and Background**

WTA is a Public Transportation Benefit Area (PTBA), defined by RCW Chapter 36.57A, providing fixed route and paratransit service throughout Whatcom County, Washington and to neighboring Skagit County.

Currently WTA has sixty-two (62) Fixed Route coaches, forty six (46) Paratransit vehicles and two (2) specialty service HOP vans, in active revenue vehicle status.

In the Fixed Route fleet, the majority of coaches are forty feet (40') long with one (1) operator seat, twenty-eight (28) passenger seats, and two stations with a variety of securement belts and devices for wheelchairs and other mobility aids.

The Paratransit vehicles range from twenty five feet (25') to twenty eight feet (28') long with one (1) operator seat, eleven (11) to sixteen (16) passenger seats, and a variety of securement belts and devices to accommodate up to 3 passengers using wheelchairs and other mobility devices.

WTA's HOP vans are Ford Transitworks vans with one (1) operator seat, four (4) passenger seats and a variety of securement belts and devices to accommodate one (1) passenger using wheelchair or other mobility device.

### **2.B Technical Requirements**

Contractor shall have an employee on site during any work on a WTA site, who shall be responsible for the work, and the movement of any WTA vehicle ("Contractor Supervisor"). The detail cleaning work requires Contractor Supervisor to move buses and paratransit vehicles from the parking lots into the detail cleaning bay. The Contractor Supervisor will be required to obtain within ten (10) weeks of award, and to maintain for the life of the Contract, a Class "B" Commercial Driver's License, with Air Brake Restriction removed, and Passenger Endorsement from the State of Washington. Contractor Supervisor shall be the only Contractor employee or personnel to operate WTA vehicles as part of Contractor's work. A Contractor Supervisor is not required to be present for any interior window cleaning that does not require movement of the vehicle.

Contractor Supervisors must receive WTA Safety Department approval prior to operating any WTA vehicle. All Contractor Supervisor(s) will be trained by WTA staff to operate WTA vehicles at the Maintenance Operations and Administration Base ("MOAB"), which is located at 4011 Bakerview Spur, Bellingham. This ensures the Contractor Supervisor is able to safely move WTA vehicles as required. Contractor Supervisor will be required to at all times demonstrate the ability to move WTA vehicles around a working bus yard with other WTA maintenance and service staff maneuvering vehicles.

Contractor will establish, manage and implement a WTA-approved drug and alcohol testing program that complies with all Federal Transportation Administration (FTA) requirements for safety sensitive employees<sup>2</sup>. Contractor will be required to submit its/his/her testing program to FTA for approval. Contractor employees or personnel that operate a WTA vehicle are considered “safety sensitive” by the FTA and will be required to be a part of WTA’s drug and alcohol random testing pool, and therefore subject to random drug and alcohol testing at WTA’s discretion.

WTA revenue vehicles are equipped with safety features including video surveillance which will remain active during Contractor’s work. Video will be accessible to WTA for accident investigations.

Contractor will provide all workers with hi-vis reflective clothing which shall be worn at all times, including while walking from vehicle to vehicle out on the parking lot.

## **2.C Scope of Work**

Fixed route buses, paratransit vehicles, and HOP vans will be detailed by Contractor on a regular schedule to be approved by WTA, and upon request by WTA. Vanpool vehicles and staff vehicles will be detailed upon request. Work will be performed at WTA’s MOAB.

Refer to Appendix C for the complete list of regularly required tasks.

Contractor shall maintain all WTA vehicles subject to the Contract to a high standard of clean and sanitary condition for public transportation. Each vehicle shall be detailed and cleaned at least once per month. Detail cleaning includes interior window cleaning.

WTA will provide reasonable assistance to assist Contractor in moving WTA vehicles if a Contractor Supervisor is unavailable for any work shift for reasons outside of Contractor’s control.

All detail cleaning work will be performed inside a designated bus bay or other assigned covered area, except for interior window cleaning which will typically be performed outside on the vehicle while located in the parking lot. Depending on weather and availability of bus bay or other covered area, interior window cleaning may be performed inside.

Vehicle interior windows are cleaned at least once every week or upon request by WTA for the active revenue vehicles. For each active revenue vehicle, Contractor shall recognize the following cleaning schedule:

- Forty (40) times per year, the windows only will be cleaned
- Twelve (12) times per year the windows and the vehicle will be detail cleaned.

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<sup>2</sup> 49 CFR Part 655

In the fixed route fleet, the majority of passenger seats and Operator seats are covered with fabric upholstery. In the paratransit fleet and HOP vans only the Operator seat is covered with fabric upholstery. All passenger and Operator seats covered with fabric upholstery, seatbelts, and safety restraints will be thoroughly cleaned at least once per year. For Fixed Route buses with hard-surface passenger seats, an additional annual scrubbing of those driver's seats with the upholstery cleaning will be performed. This will be billed at the same rate as the Fixed Route buses with all upholstered passenger seats.

As needed to address specific cleaning needs such as stains and bio-spills, Contractor will spot clean upholstered seats as part of the regular detail cleaning. This spot cleaning will be included in the regular detail cleaning fee and will not be a separate charge.

All fixed route buses have hard surface ceilings. Some paratransit vehicles have hard surface ceilings. All hard surface ceilings in the buses and paratransit vehicles will be cleaned once per year at a minimum, and more frequently as needed. Non-hard surface ceilings will be spot cleaned as needed.

Vehicles in the inactive revenue fleet will be detailed upon WTA request. This will amount to approximately eight (8) extra detail cleaning occurrences per year for revenue vehicles.

Vanpool and other Staff vehicles will be detailed upon WTA request. This will include upholstery, carpets, sidewalls etc. and interior windows. This will amount to approximately twenty (20) to fifty (50) vehicles per year.

### **Hours of work**

Detail cleaning and window cleaning work must be performed during WTA off-peak service hours. WTA off-peak hours are:

Weeknights: 6 PM to 11PM.

Saturdays and Sundays: 9 AM to 9 PM.

WTA and the Contractor will work together to determine alternate hours of work where applicable.

### **2. C.1 Vehicle Inspection**

WTA's Service Section Supervisor or designee will inspect a minimum of ten percent (10%) of the vehicles cleaned by Contractor against the CHECKLIST FOR FIXED ROUTE COACH AND PARATRANSIT VEHICLE DETAIL CLEANING (Appendix C). Some inspections will be performed randomly, and others will be scheduled with the Contractor. When defects are identified during the inspection, Contractor will make corrections immediately or as soon as reasonably possible with WTA approval.

## 2. C.2 Cleaning Supplies

WTA will provide all cleaning tools and supplies needed for the Contract work.

There is a central vacuum in the detail cleaning bay for Contractor use. The central vacuum is not a wet/dry system. The Contractor may use WTA provided wet/dry shop vacs as needed to vacuum the moisture out of the floor brackets after scrubbing and washing these out.

WTA will provide one (1) upholstery cleaning machine for all seats, belts, and other safety restraints including wheelchair securements.

## 2. F Contractor Performance Reviews

In addition to Vehicle Inspections under Section 2.C.1, WTA will conduct a performance review of Contractor's work every twelve (12) months while the Contract is in effect<sup>3</sup>. These reviews shall be completed by WTA's Service Section Supervisor or designee. The completed evaluation form shall be shared with the Contractor and become a permanent part of the Contract administration file. The results of these evaluations shall be considered for price adjustments, and in the evaluation of any future applications to WTA solicitations for services.

WTA will be using the criteria below in its evaluations.

- **Communication**  
Contractor communicates regularly and openly with WTA staff. This can be done face to face, via phone conferences, one-to-one, or group meetings. Contractor is visible and available when needed. Answers emails and phone calls in a timely manner. Provides timely follow through. Verbal and written communication is concise and easy to understand to individuals.
- **Adherence to Scope of Work**  
Items on the Vehicle Detail Checklist (Appendix C) are completed each time. Contractor staff rarely has to re-clean a vehicle or re-perform a task. Monthly and annual cleaning (ceilings, windows) are performed on time. Detail of vanpool, inactive fleet, and staff vehicles meets the same standards outlined in the Vehicle Detail Checklist.
- **Interpersonal Skills with WTA staff**  
Effectively coordinates and cooperates with WTA staff directives.

Evaluations will be scored as follows:

**1 = CONSISTENTLY BELOW EXPECTATIONS:** Performance is at a level below established objectives with the result that the overall contribution is marginal and substandard. Performance requires a high degree of constant supervision and guidance.

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<sup>3</sup> 2 CFR 200.301, 2 CFR Part 200.318 (b), RCW 39.26.180(1)(d), RCW 39.26.180(3)



**2 = BELOW EXPECTATIONS:** Meets some of the established objectives and expectations but definite areas exist where achievement is substandard. Performance requires somewhat more than a normal degree of direction and supervision.

**3 = MEETS EXPECTATIONS:** Meets established objectives in a satisfactory and adequate manner. Performance requires normal degree of supervision and guidance.

**4 = EXCEEDS EXPECTATIONS:** Accomplishments are above expected level of essential requirements. Performance requires minimal supervision and guidance to achieve goals.

**5 = CONSISTENTLY EXCEEDS EXPECTATIONS:** Performance easily exceeds job requirements, performance approaches best possible attainment. Minimal to no supervision is required. Needs little to no guidance outside of original task order to complete tasks.

### Part 3 - Submission Guidelines

All submittals become the property of WTA.

#### 3. A Procurement Schedule

Dates preceded by an asterisk (\*) are estimated dates. Estimated dates are for information only.

Activity	Date – 2023
<b>Procurement Request Released</b>	January 17
<b>Clarification Deadline</b>	February 9 no later than 4:00 PM PST
<b>Bids Due to Contracting Portal*</b>	February 16 no later than 11:00 AM PST
<b>Public Bid Opening</b>	February 16 at 12:00 PM PST
<b>Notice of Intent to Award</b>	February 22
<b>Estimated Award Date</b>	March 2

WTA does not guarantee a response to questions submitted after the clarification deadline has passed. Bids are not reviewed or considered after they are due. Issuance of a Notice of Intent to Award is not a substitute for a contract and can be revoked.

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

Public bid opening will be held virtually via Teams. Bids can be submitted to the Portal any time up to the public bid opening, but no later.

Bids received will not be available for review by the public until after award confirmation.

#### 3. B Bid Guidelines

Bidders should fully inform themselves of the conditions, requirements, and specifications before submitting a bid. The submission of a bid constitutes Bidders 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 preparation of the bid. Any costs associated with the Contract not specifically set forth in this Invitation to Bid will be the responsibility of the Bidder and will be deemed included in the fees and charges proposed.

WTA reserves the right to:

- Award to one or more vendors
- Accept or reject any or all proposals and their Bidders
- Reject any or all proposals until a contract is signed with the Bidder
- Reject this solicitation and issue a new one for any reason
- Waive deviations from the requirements
- Waive any informality or minor irregularity in proposals received



- Issue changes to the solicitation in the form of written addenda
- Request additional information to fully evaluate a bidder or bid

A bid will be rejected when:

- It is late
- Not in the required format
- The Bidder fails to meet the minimum qualifications listed in Part 3.C
- The Bidder is determined to be not responsible as described in Part 4.C
- Any required form is not signed
- Vendor information, references, or any other form is incomplete or incorrect
- Any other reason determined to be in the best interest of the WTA
- It does not meet required terms and conditions
- The details of the proposal have been altered
- A Bidder fails to timely respond to a request for additional information
- It fails to contain any of the required information
- A conflict of interest is not properly disclosed
- Bidder fails to acknowledge in writing an 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).

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

### **3. C Minimum Bidder Qualifications**

At the time of bid, Bidders must meet the following minimum qualifications. Bidders will not substitute the experience of a sub for their own.

- Employ a supervisor who possesses or can obtain within ten (10) weeks of award a Washington State Class "B" Commercial Driver's License, with Air Brake Restriction removed, and Passenger Endorsement.
- Be regularly engaged in commercial fleet detailing services for a minimum of three (3) years immediately prior to this ITB.
- Possess or be able to immediately obtain Automobile Liability in the amount provided in Appendix A.
- Have a State of Washington and all required local government business license(s) and endorsements<sup>4</sup>.
- Not be suspended or debarred with SAM.gov

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<sup>4</sup> A City of Bellingham endorsement will be required as a condition of proposal award to the highest scoring proposer.

- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065 (3).
- Have a workplace exposure control plan and hazard communication program to meet the requirements of the OSHA bloodborne pathogens standard and the OSHA hazard communication standard<sup>5</sup>. The plan must be available to WTA upon request.
- Demonstrate there are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.
- Possess all permits, registrations, and licenses as required by city, state, and Federal ordinances, rules, laws, and regulations. When requested by WTA, Proposer shall provide documents confirming that he/she/it has obtained any local business registrations or permits that may be required.

### **3. D Bid Submission**

**It is the Bidders responsibility to ensure WTA has received their submission.**

Sealed bids from bidders will be received only through WTA's contract portal:

<https://wta.cobblestone.software/gateway/SolicitationPublicSearch.aspx>.

Bids are due 60 minutes before the virtual bid opening to allow for resolution of any technical issues. WTA's Procurement Manager may open submitted files to ensure complete file transmission, but the bid will not be counted until the virtual bid opening.

### **3. E Questions About the ITB & Contact with WTA**

Questions pertaining to the ITB must be submitted to WTA's contract portal no later than the close of business on the date listed in the Procurement Schedule above. WTA does not guarantee a response to questions submitted via email, phone or other method, nor does WTA guarantee a response after the date provided in the Procurement Schedule.

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 should rely only on written statements issued by the Procurement Manager.

WTA expressly prohibits any email addresses being added company marketing email lists.

### **3. E Submission Packages**

The following information, forms, and documents contained in this solicitation shall be completed and submitted as part of the Bid. Failure to include any of requested information and properly completed forms will be cause for immediate rejection of the Bid. The below list does not relieve the Bidder from the responsibility of becoming familiar with all aspects of the solicitation documents and proper completion and submission of a Bid.

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<sup>5</sup> 29 CFR 1910.1030 and 29 CFR 1910.1200

WTA has included, as an editable file named “2023-002 ITB Exhibit A – E Fillable Bid Forms.doc” to be used for bid submission.

- ☐ Bid Confirmation and Cover Sheet (Exhibit A)
- ☐ Vendor Info & References (Exhibit B)
- ☐ Debarment and Compliance (Exhibit C)
- ☐ Conflict of Interest Statement (Exhibit D)
- ☐ Bid Form (Exhibit E)

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

- Invitation to Bid
- Terms and Conditions in Appendix A
- Issued Addenda (if applicable)
- Contractor completed Exhibits A through E
- Executed Contract (Sample provided in Appendix B)
- Purchase Orders
- Change Orders

Submission of a Bid acknowledges that WTA will not enter into a contract that contradicts any of the parts included in the solicitation.

### **3. F Conflict of Interest**

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Bidders. Any WTA officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this proposed contract will recuse himself/herself from any evaluation or decision on any bid.

Bidders and their staff must declare any perceived or actual conflict of interest. For example, a conflict of interest would arise if a Bidder or staff did the following:

- 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 recommending the use of a particular brand or supplier/distributor in the specification or evaluation of proposals.
- Has access to nonpublic information during the performance of an earlier contract or has been provided with information other contractors have not during the procurement.
- Assists in the creation of a project budget.
- Has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.
- Has a financial gain from the recommendation and/or purchase of a particular good or service relating to a contract or potential contract. (e.g. distributor/manufacturer relationship)

WTA will review all conflict of interest statements and notify the Bidder of its decision to allow or reject a bid as it pertains to the conflict.

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

### 3. G Addenda

Addenda will be issued to all known bid holders and posted at [ridewta.com](http://ridewta.com) should questions or clarifications be deemed significant enough to affect received proposals. Bidders must ensure they receive all issued addenda prior to the submission deadline, and acknowledge each addenda on Exhibit A.

### 3. H 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, or the procedures and restrictions set out in this ITB.<sup>6</sup> Any 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

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

**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 proposal. 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.

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<sup>6</sup> "Procurement Action" includes: specific procurement steps, such as setting the calendar of events; producing the proposal/bid document; advertising the proposal or bid in legal paper of record; maintaining a list of proposal/bid holders; conducting a pre-proposal meeting; responding to all approved equals/clarifications received by the appropriate time and date; addenda issued straightforwardly to all proposal/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 Proposers and evaluation committee; creating notes to file regarding the proposal/bid process; issuing award/non-award letters; and maintaining a written record of the procurement.

**Notice of Protest.** Procurement shall immediately give notice of a protest to the selected Bidder if a contract has been awarded. If no award has been made, notice will be provided to all Bidders.

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

- a) Reasonable probability exists that the protest will be denied.
- b) Delay of the award would be 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 the 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 the Director 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 twenty-one (21) days after receipt.

### **3. I Inter-local Purchasing**

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

### **3. J Request for Clarification, Deviation, or Substitutions**

Any Bidder(s) believing a contract term or scope requirement is unnecessarily restrictive or wishing to propose an alternate must notify WTA through the Procurement Portal in writing by the deadline provided in the Procurement Schedule. Requests submitted after

this date, or as a contract condition will not be reviewed or considered. WTA will not agree to terms or conditions to the contract after bids are submitted and conditioned proposals 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 the 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 4.

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 proposal are cause for the proposal’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 SUBSTITUTION 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.

#### **3. K Disadvantaged Business Enterprise, Small Business Enterprise, Women Owned Business Enterprise, Veteran Owned Business Enterprise**

Certified DBE, SBE, WBE, MBE, and VBE firms shall have equal opportunity to compete for and perform as prime contractors, suppliers, or as subcontractors through another awarded contractor.

A complete list of certified businesses can be found at [omwbe.wa.gov](http://omwbe.wa.gov). Contractors are also encouraged to receive Federal DBE certification where applicable.

## Part 4 – Bid Evaluation

### 4. A Bid Opening Procedures

Bids will be opened via Microsoft Teams at 12:00 PM PST on February 16 to allow for safe social distancing. Interested attendees may

1. Contact [procurement@ridewta.com](mailto:procurement@ridewta.com) and request a meeting invite.
2. Join via weblink:

<https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1>

Meeting ID: 263 602 335 623

Passcode: yvpfSH

### 4. B Bid Award

WTA will award a contract to the responsive and responsible bidder providing the lowest price in the “Grand Total For Years 1-3” field on Exhibit E: Bid Price.

Bid price will include all labor, equipment, materials, insurance, overhead, and profit to provide all services requested in the scope of work Part 2 including regular and as-needed services.

Bidders will also include pricing for the as needed detailing of staff vehicles and vanpools. These prices will be incorporated into the final contract, but not tabulated as part of the lowest bidder total because of the infrequent need.

#### 4. B.1 Identical bid totals

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be determined by drawing as described in this section. Two or more slips of paper will be marked as follows: one marked “Winner” and the other(s) marked “unsuccessful”. The slips will be folded to make the marking unseen. The slips will be placed inside a box. WTA’s Procurement & Contract’s Manager, or designee, shall draw a slip from the box. The slips shall be unfolded and the firm with the slip marked “Winner” will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to draw.

### 4. C Responsibility Review

WTA will only award to Bidders who have the ability, willingness, and integrity to conform to all requirements of the proposal and subsequent contract.

To establish Bidders responsibility, WTA will review all material submitted with a bid. 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. A Bidder must timely provide all requested information.

#### **4. D Notice of Intent to Award**

Upon selection of the successful Bidder, a Notice of Intent to Award will be provided to all known plan holders. The Notice of Intent in no way constitutes a promise to award or an acceptance of the offer contained in the bid; rather it is the WTA's first step in recommending a contract to its Board of Directors. WTA may reconsider and withdraw, change or amend a Notice of Intent at any time before the Board of Directors formally select a proposal.

Documents and information relating to the procurement may be requested by submitting a Public Disclosure Request to [recordsrequests@ridewta.com](mailto:recordsrequests@ridewta.com). Refer to Part 6 of this ITB for the process of releasing documents marked as "Confidential" or "Proprietary".

A City of Bellingham endorsement will be required as a condition of contract award to the highest scoring Proposer<sup>7</sup>.

#### **4. F Trial Period and Right to Award to Next Lowest Bidder**

A ninety (90) day trial period applies to contracts awarded by this solicitation. During the trial period, Contractors must successfully perform. Failure to perform may cause immediate termination of the Contract under the Default provision outlined in Appendix A. If a dispute occurs as to acceptability of product or service, WTA's decision prevails. WTA will only pay for work performed on authorized purchase orders up to termination. If the Contract is terminated within the trial period, WTA may award the Contract to the next lowest responsible responsive bidder. Any new award is also subject to a trial period.

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<sup>7</sup> Bellingham Municipal Code 6.05.025



## Part 5 – Special Terms and Conditions

A successful Bidder will execute a formal contract with WTA, which Contract shall include expressly or by reference the terms of this Invitation to Bid, the general terms and conditions set out in Appendix A, and the following particular terms and conditions. Each and all of these applicable terms and conditions should be factored into any bid.

### 5. A Contract Term, Compensation, and Invoice Payments

1. Contract Term: The initial length of the Contract will be three (3) years, and WTA may, in its discretion, extend the Contract for one (1) additional three (3) year term. The total length of the Contract will not exceed six (6) years.
2. Compensation: Payments will be made against an approved Purchase Order equal to the amount agreed upon by the parties.
3. Invoices: Payment will be based on Net thirty (30) day terms from the date of invoice receipt. WTA is open to negotiating different payment terms (i.e. 3% Net 15, etc.). Contractor will submit invoices no later than the 5<sup>th</sup> of the month following work performance. WTA reserves the right to refuse payment on invoices for work that completed sixty (60) days prior to the invoice receipt. Year end invoices will be submitted no later than January 20 each year unless otherwise approved in writing by WTA's Accounting Manager or designee.

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 Subcontractors

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 subcontractor 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 subcontractors.

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, shall submit the following documents:

- Insurance requirements listed in Appendix A 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.

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. C 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 Constitution<sup>8</sup>.

### **5. D Price Adjustments**

Price adjustments will be requested by the Contractor no less than 30 days before the Contract anniversary date. WTA reserves the right to approve, deny, or negotiate any price adjustments.

Contract price decreases and increases will be calculated using the CPI-U with the following parameters to obtain the Series ID CUURS49DSAS:

- Not Seasonally Adjusted
- AREA: Seattle-Tacoma-Bellevue, WA
- BASE: Current
- ITEM: Services
- PERIODICITY: Monthly

Price increases may not exceed 10% from the previous years contract price. Contractors wishing to propose a higher increase will be required to submit additional documentation in support. Documentation may include but not be limited to: actual receipts, maintenance logs with costs, or subcontractor invoices.

### **5. F Insurance**

Contractor will be required to furnish insurance as outlined in Appendix A for each year the contract is effect.

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<sup>8</sup> Article VIII, Section 7, "Credit not to be Loaned"

## Part 6 – Public Disclosure Law

WTA complies with RCW Chapter 42.56. All proposals and Contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted, unless a proper exception applies. It is Bidders 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 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 Bidder 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 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/his/her agents, employees and subcontractors relating to the Contract and associated work will be subject to being a "Public Record" under RCW Chapter 42.56. Bidder, 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 Bidder. Bidder will need to seek judicial approval to prevent such disclosure, at its expense. Bidder, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the Contract.



## Part 7 – Bidder's Checklist

By submitting a Bid, Bidders agree to be bound by and adhere to all legal requirements and contract terms and conditions contained in this solicitation document.

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 solicitation shall be completed and submitted as the first section of the original bid document. Bids not adhering to the provided directions may be disqualified as non-responsive.

WTA has included, as an editable file named "2023-002 ITB Exhibit A – E Fillable Bid Forms.doc" to be used for bid submission.

- ☐ Bid Confirmation and Cover Sheet (Exhibit A)
- ☐ Vendor Info & References (Exhibit B)
- ☐ Debarment and Compliance (Exhibit C)
- ☐ Conflict of Interest Statement (Exhibit D)
- ☐ Bid Form (Exhibit E)

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

- Invitation to Bid
- Terms and Conditions in Appendix A
- Issued Addenda (if applicable)
- Contractor completed Exhibits A through E
- Executed Contract (Sample provided in Appendix B)
- Purchase Orders
- Change Orders