

INSTRUCTIONS

REQUEST FOR OFFER TITLE: KITSAP COUNTY SHERIFF'S OFFICE TOWING SERVICES

MATERIALS AND/OR SERVICE REQUESTED: Kitsap County is soliciting, for the Kitsap County Sheriff's Office ("KCSO"), qualified offerors interested and able to provide towing services for County owned and privately owned vehicles.

CALENDAR OF EVENTS

Below are the important dates and times by which the actions must be completed. Dates and times are subject to change. If the County changes any of date or time, the change will be made by addendum.

EVENT	COMPLETION DATE, TIME, AND LOCATION
Issuance of Request for Proposal	July 21, 2023
Written Questions Due	August 11, 2023, by 3:00 p.m.
Addendum Issued	August 18, 2023, by 3:00 pm
Proposal Due Date	September 1, 2023, by 3:00 pm
Start Date	November 17, 2023

PURCHASING PROGRAM SUPERVISOR: GLEN MCNEIL

Mailing Address for USPS delivery:

Glen McNeil, Purchasing Program Supervisor Kitsap County Purchasing Office 614 Division Street, MS-7 Port Orchard, WA 98366

PHONE: (360) 337-4789 EMAIL: Purchasing@co.kitsap.wa.us www.kitsapgov.com/das/pages/online-bids.aspx

Physical Address for courier or hand delivery:

Glen McNeil, Purchasing Program Supervisor Kitsap County Administration Building Purchasing Office – Fourth Floor 619 Division Street Port Orchard, WA 98366

All communications concerning this solicitation must be directed to Kitsap County's Purchasing Program Supervisor identified above, via email only. Questions to, or communications with, other Kitsap County staff may disqualify offerors from the evaluation process.

OFFERORS ARE ENCOURAGED TO READ THE ENTIRE SOLICITATION.



KITSAP COUNTY Request for Proposal 2023-034

INSTRUCTIONS

Purchasing Department 619 Division St., MS-7 Port Orchard, WA 98366 Phone: (360) 337-4788 Email: Purchasing@co.kitsap.wa.us

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- Attachment A: Offer and Acknowledgment Form
- Attachment B: Exceptions and Assumptions Form
- Attachment C: Cost Proposal Form
- Attachment D: Contractor Reference Form
- Attachment E: Identification of Subcontractors Form
- Attachment F: Subcontractor References Form
- Attachment G: Contract



- 1. <u>DUE DATE AND TIME</u>. All Proposals must be received by the Kitsap County Purchasing Program Supervisor at the specified location by the offer due date and time. Proposals, modifications, and requests to withdraw a Proposal received <u>after</u> the offer due date and time will be rejected.
- 2. <u>OFFER AND ACKNOWLEDGMENT</u>. <u>Attachment A (Offer and Acknowledgment Form)</u> shall be returned with the Proposal with an original signature by a person authorized to sign the offer. Unsigned Proposals may be rejected by the County as incomplete. Pricing documents and other documents which require information must be completed in ink, typewritten or computer printed. No Proposals will be accepted if pencil is used. Erasures, interlineations, or other modifications in the offer shall be initialed in original ink by the authorized person signing the offer. Offerors shall submit **one (1) original**, marked "original" and **five (5)** copies of their offer with their submittal. Postmarked, telegraphic (facsimile) or emailed Proposals will not be considered.
- 3. <u>QUESTIONS, ORAL COMMUNICATIONS</u>. Questions concerning the solicitation shall be submitted in writing via email to the Purchasing Program Supervisor. Offerors that directly communicate with other county staff regarding the solicitation without prior authorization from the Purchasing Program Supervisor may be disqualified. Questions will be accepted up to the date and time identified on the solicitation face sheet. All correspondence related to the solicitation should refer to the solicitation number, page, and section number. Offerors are to obtain written clarification from the Purchasing Program Supervisor regarding any inadequacy, omission, or conflict prior to submitting a Proposal. Failure to obtain clarification will not relieve the offeror of any responsibility under the solicitation or any subsequent contract. Offerors may only rely on written answers issued by the Purchasing Program Supervisor.
- 4. <u>ADDENDA, ATTACHMENTS</u>. County will issue a written addendum if it changes, deletes, clarifies, increases, or otherwise modifies the solicitation. Substantive questions and answers are posted in addendum on the County website at <u>https://www.kitsapgov.com/das/Pages/Online-Bids.aspx</u>. It is the responsibility of the offeror to obtain copies of all addenda. Offeror shall acknowledge receipt of all addenda on <u>Attachment A (Offer and Acknowledgment Form)</u> and complete and submit all attachments with the Proposal. Proposals that do not comply may be rejected as nonresponsive.
- 5. <u>EXAMINATION OF SOLICITATION AND SITE</u>. The offeror certifies that in submitting a Proposal, offeror has considered federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost or performance of the work; carefully read and understood the solicitation package, conditions, requirements, and specifications, and has full knowledge of the nature, scope, and extent of how local conditions may affect the services to be provided.
- 6. <u>LIABILITY FOR ERRORS</u>. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in the



solicitation is intended to relieve the offeror from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.

- 7. <u>PREPARATION COSTS AND SAMPLES.</u> County is not liable for any costs incurred by the offeror in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples, for this solicitation. All such activities are done at the offerors own expense. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 8. <u>PREPARATION OF OFFER, COSTS AND TAXES</u>. All Proposals shall be submitted on the forms provided in the solicitation. Proposals shall include all costs as described and indicated by the specifications. County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities. All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.
- 9. <u>ACCEPTABLE FORMATS</u>. Electronic files shall be submitted in a format acceptable to the County. Acceptable formats include .DOC and .DOCX (Microsoft Word), XLS and XLSX (Microsoft Excel), PPT and PPTX (Microsoft PowerPoint), and .PDF (Adobe Acrobat). Requests to submit files in another format shall be directed to the Purchasing Program Supervisor.
- 10. <u>SUBMISSION</u>. Proposals shall be submitted to the Purchasing Program Supervisor at the location specified on the solicitation face sheet in a sealed envelope or package provided by the offeror and shall include: 1) offeror's name and address, 2) solicitation name and number, and 3) submittal on the outside of the envelope or package. Offeror is responsible for the timely delivery of submitted Proposals, regardless of the delivery method. Offerors should allow sufficient time to ensure timely receipt by the County. Proposals received after the offer due date <u>and</u> time will not be opened or considered. The timeliness of submissions is determined by the County.
- 11. <u>OFFER ACCEPTANCE PERIOD</u>. Proposals must remain open and valid, and may not be redrawn or amended, for at least **one hundred twenty (120) days** following the opening date and time. County may request an extension of the offer acceptance period.
- 12. <u>COUNTY RIGHT TO WITHDRAW OR AMEND SOLICITATION</u>. County in its sole discretion retains the absolute right without penalty to withdraw and/or amend all or any portion of this solicitation at any time, for any reason or no reason, up to contract execution. If there is any conflict between solicitation documents, the document issued last in time shall control.

13. <u>REJECTION OF PROPOSALS OR WAIVER OF IRREGULARITIES</u>

A. All Proposals must comply with the terms of this solicitation, County procurement policy, and all applicable, federal, state, and local laws, codes, and regulations. County in its sole discretion



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may 1) reject any and all Proposals submitted, or portions thereof, 2) waive or reject any defects, informalities, or irregularities; 3) reissue the solicitation; 4) modify the solicitation; 5) cancel the solicitation; and/or 6) re-advertise and solicit new Proposals on the same scope of work or on a modified scope of work, when it is in the best interests of, or advantageous, to the County to do so. County reserves the right to reject any conditional offer and any or all exceptions. Proposals will be considered irregular and may be rejected if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

- B. Offerors may not qualify the offer with limitations nor restrict the rights of the County. If an offeror does so, the Purchasing Program Supervisor may reject the offer as a non-responsive counteroffer. Certain irregularities in an offer may be waived by the Purchasing Program Supervisor if it: 1) does not affect responsiveness, 2) is merely a matter of form or format, 3) does not change the relative standing of or otherwise prejudice other offerors, 4) does not change the meaning or scope of the solicitation, 5) is trivial, negligible, or immaterial in nature, 6) does not reflect a material change in the work, or 7) do not constitute a substantial reservation against a requirement or provision.
- 14. <u>NON-RESPONSIVE PROPOSALS</u>. County may at any time reject all or part of any offer as nonresponsive for any of the following reasons: a) late or incomplete offer; b) noncompliance with any part of the solicitation; c) inaccurate, misleading, exaggerated, or false information; or d) failure to respond to every solicitation item or to provide all information requested.
- 15. <u>ACCEPTANCE IS NOT BINDING</u>. Acceptance of an offer does not bind the County until the offer is executed by both parties consistent with all County contractual requirements.
- 16. <u>OFFEROR WITHDRAWAL OF OFFER</u>. Offerors may modify or withdraw a submitted offer <u>prior</u> to the offer due date and time. A request to modify or withdraw an offer must be in writing, signed by an authorized representative of the offeror, and submitted to the Purchasing Program Supervisor. Faxed withdrawals will NOT be accepted. A withdrawn offer may be resubmitted <u>prior</u> to the offer due date and time. Negligence in preparing an offer confers no right of withdrawal or modification <u>after</u> the offer due date and time.
- 17. <u>DELAYS</u>. County, at its sole discretion, may delay any or all scheduled due dates indicated on the solicitation face sheet if it is advantages to the County to do so.
- 18. <u>SERIAL NUMBERS</u>. Offerors which include equipment shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the County reserves the right to reject any altered equipment.
- 19. <u>BRAND NAMES AND EQUIVALENTS</u>. References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered.



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Proposals based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. County has the sole authority to accept or reject any like item and may require the offeror to provide additional information and/or samples. If the offeror does not specify otherwise, it is understood that the referenced brand will be supplied.

- 20. <u>SPECIFICATIONS</u>. The apparent silence or omission in the specifications of the scope of work as to any detail shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.
- 21. <u>EXCEPTIONS AND ASSUMPTIONS</u>. Proposals in strict compliance with the solicitation are desired. The offeror must provide a complete comprehensive listing of all exceptions and assumptions made in the offer using <u>Attachment B (Exceptions and Assumptions Form)</u>. If any exception or assumption is not acceptable to the County, it may cause the offer to be rejected. No assumptions shall be included regarding negotiation, terms and conditions, and requirements. The absence of identified exceptions or assumption shall mean the offeror accepts and meets all solicitation requirements in every respect.
- 22. <u>DESCRIPTIVE LITERATURE</u>. All Proposals shall include complete manufacturer's descriptive literature regarding the equipment, goods and/or services proposed to be furnished. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
- 23. <u>TEST MODELS/SAMPLES</u>. County may request any or all offerors to provide a test model of the product(s) offered on a no-charge basis. The performance, characteristics, and components of the model(s) submitted for inspection and testing shall be considered a representative model of the product(s) offered and intended for delivery. Any product tested and found not capable of meeting the requirements of the solicitation specifications will not be considered for a contract award. At the conclusion of the testing, the offeror may retrieve the product, if practical. The County is not responsible for any damages that may occur to any products supplied for testing.
- 24. <u>FIRM PRICING</u>. Prices will be firm for the entire contract period unless the solicitation specifically states otherwise.
- 25. <u>NON-EXCLUSIVE CONTRACT</u>. County retains the discretion to make multiple or partial awards to obtain the same or similar services and products that are the subject of this solicitation and/or to order greater or less products or quantities based on County need. Contracts resulting from this solicitation are not exclusive service agreements.
- 26. <u>WARRANTY</u>. Contractor warrants all materials and workmanship delivered under any resulting contract to be free from defects, damage or failure which the County may reasonably determine



is the responsibility of the offeror, for a minimum of 90-days after final acceptance and without cost to the County for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified.

- 27. <u>CONFLICT OF INTEREST</u>. Offerors shall disclose in the offer letter if the offeror is an immediate family member of or engaged in any business enterprise with a County employee, elected or appointed official with authority to award the solicitation.
- 28. <u>APPLICABLE LAWS</u>. Interested parties are advised that all County contracts and documents pertinent to this solicitation are subject to all legal requirements provided in applicable Kitsap County Ordinances, Washington state, and federal statutes and regulations.
- 29. <u>LICENSES AND CERTIFICATIONS</u>. Offerors, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of proposal and during the entire contract period, including extensions.
- 30. <u>PUBLIC RECORD, CONFIDENTIAL INFORMATION</u>. All Proposals and other records submitted to the County in response to the solicitation become the property of the County and are subject to the Public Records Act (Act), chapter 42.56 RCW. If an offeror considers any portion of its offer, electronic or hard copy, to be protected from inspection and copying under Washington law, the offeror shall specifically identify each page and item the offeror claims to be exempt from disclosure in the offer letter. If the County receives a request under the Act to inspect or copy the information that has been identified by the offeror as exempt from disclosure, the <u>County's sole obligation will be to make a reasonable effort to notify the offeror of the request and the date the exempt information will be released to the requestor unless the offeror <u>obtains a court order to enjoin disclosure pursuant to RCW 42.56.540</u>. County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. County has no obligation to claim any exemption from disclosure under the Act on behalf of the offeror. County will not be liable to the offeror for releasing records that have been marked by the offeror as exempt.</u>
- 31. <u>INTERLOCAL PURCHASING AGREEMENTS</u>. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Public agencies that file an intergovernmental cooperative purchasing agreement with Kitsap County may purchase from County Contracts. The offeror has the option to agree to sell additional items at the bid prices, terms, and conditions, to other eligible governmental agencies. County has no responsibility for the payment of such purchases. This is for information only and not to determine award.
- 32. <u>DISCUSSIONS</u>. County reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 33. <u>INTERVIEWS</u>. County reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the County may determine that interviews



are not necessary. In the event interviews are conducted, information provided during the interview process may be taken into consideration when evaluating the stated criteria. County shall not reimburse the offeror for the costs associated with the interview process.

- 34. <u>CONTRACT TERMS</u>. Contractor will be required to sign a contract identified in this solicitation. No alternations of the contract will be permitted without prior written approve of the county. Objections to any of the contract provisions must be set out in the Exceptions and Assumptions Form. County reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the solicitation and will not affect the proposal evaluations.
- 35. <u>NEGOTIATIONS</u>. Negotiations will be scheduled at the convenience of the County. Should the evaluation process have resulted in a top-ranked proposal, the County may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the County may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.
- 36. <u>REFERENCE CHECKS</u>. County may conduct reference checks to verify the offeror's past performance. Reference checks indicating poor or failed performance may be cause for rejection. Failure to provide requested reference contact information may result in the County not including the referenced experience in the evaluation process. County reserves the right to obtain reference checks, other than those provided by the offeror, relevant to the services to be provided and the prospective working relationship between the County and the offeror.
- 37. <u>PROPOSAL FORMAT AND CONTENTS</u>. Offerors are to respond to all information requested in this solicitation. Offerors must follow the format set out in this solicitation and provide all information requested. Proposals should be consecutively numbered and organized as identified below and include all appendices, appropriately signed, tabbed, and referenced.
 - A. <u>Introduction Company Profile</u>
 - 1. Offeror's full legal name and all other names used by the Offeror since company formation, including trade names and assumed business names, and the corresponding dates of use.
 - 2. A complete description of ownership, age, and scope of the Offeror's company.
 - 3. A detailed organizational chart identifying the organizational structure, including any parent companies, subsidiaries, affiliates and other related entities and controlling equity holders.
 - 4. If incorporated, identify the state of incorporation.
 - 5. Identify the location of primary business operation, all storage facilities to be used under the Contract and hours of operation.
 - 6. Identify if Offeror, under any business name, has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with another government entity. If yes, provide detailed information regarding



such action.

- 7. Offerors, composed of multiple organizations and/or Subcontractors, shall designate one entity/party that is legally and financially responsible for compliance with all Contract requirements, communications with the County and receipt of payment. The County will make payment only to the prime Contractor.
- 8. Identify the name and title of the person authorized to execute the Contract on behalf of the Offeror.
- B. <u>Experience</u>, References
 - 1. Identify previous experience, capabilities, and other qualifications to provide the Services requested.
 - 2. Provide three (3) references from entities offeror has provided or is providing the same or similar services using <u>Attachment D (Contractor Reference Form)</u>. The references shall be for the same or similar types of services to be performed by the subcontractor under the Contract.
- C. Key Personnel And Subcontractors
 - 1. Identify and describe the roles and qualifications of all individuals who will be part of the management team and relevant staff providing Services under the Contract.
 - 2. Identify and provide references for all entities and Subcontractors that will be providing supplies and/or Services under the Contract, using <u>Attachment E (Subcontractor Identification Form)</u> and <u>Attachment F (Subcontractor Reference Form)</u>.
 - 3. Describe the business names, titles, roles, responsibilities and qualifications of Subcontractors.
 - 4. Identify if any proposed Subcontract(s), under any business name, has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with another government entity. If yes, provide detailed information regarding such action.
 - 5. Describe how Contractor will manage the Subcontractors and assign responsibilities.
 - 6. For Offeror <u>and Offeror's proposed Subcontractors provide</u>:
 - a. A copy of the Registered Tow Truck Operator license.
 - b. A copy of the Registered Tow Truck Operator Branch license.
- D. <u>Services</u>
 - 1. Complete and return the Scope of Work with any exceptions or deviations.
 - 2. Describe any Service enhancements and/cost reductions you would propose if awarded the Contract.
 - 3. Complete and provide the <u>Attachment C (Cost Proposal Form)</u>.
 - 4. Provide a sample invoice and statement.
 - 5. Provide a copy of the tow truck permit for each tow truck to be used to provide Services.
- E. <u>Performance (Active and Inactive Contracts)</u>.
 - 1. Provide a complete list of all closed or pending legal judgments, claims, or lawsuits, against Offeror or its Subcontractors including a summary of the complaint, answer,



and final disposition, if closed, in the past five (5) years. Include a copy of the caption and cause number.

- 2. Identify if any closed or pending legal judgments, claims, or lawsuits contributed to any contracts being terminated, or were related to any deficiencies, concerns, failures, non-compliance, sanctions, or monetary off-sets during the contract term.
- F. <u>Descriptive Literature</u>. Proposals shall include complete manufacturer's descriptive literature regarding the equipment and goods to be furnished and contain sufficient detail to provide a full and fair evaluation of the equipment and goods to be provided.
- 38. <u>EVALUATION CRITERIA</u>. An evaluation committee will evaluate and numerically score each offer based on the criteria below and weight assigned to each. The committee may also have the Proposals or portions of the Proposals reviewed and evaluated by independent third parties or various County personnel with technical or professional experience that relates to the services or criteria in the evaluation process. The committee may also seek reviews of end users of the services or advice or evaluations of subject matter experts. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring. The committee may adopt or reject any recommendations it receives.

TOTAL POINTS	130 Points
E. Cost Proposal, Attachments	(25 points)
D. Performance, Descriptive Literature	(35 points)
C. Scope of Work/Services	(35 points)
B. Company Profile, Experience, References, Personnel	(20 points)
A. Compliance with Solicitation requirements	(15 points)

END OF INSTRUCTIONS