



November 19, 2012

Via Email (Nancy.locke@seattle.gov)
& U.S. Mail

Ms. Nancy Locke, Director
City Purchasing and Contracting Services
PO BOX 94687,
Seattle, WA 98124-4687

Re: *Vehicle Impound Management Services (VIMS) RFP*
ABC Towing, Inc. Bid Protest Request for Reconsideration

Dear Ms. Locke:

As you are aware this firm represents ABC Towing, Inc. ("ABC"), a woman-owned business enterprise ("WBE") and a bidder on the Vehicle Impound Management Services project (the "Project"). In response to ABC's October 24, 2012 bid protest and related supplements, you issued a letter on November 13, 2012, within which you denied the majority of ABC's protest bases leaving only the issue regarding RTTO registration open. In light of your recent letter and subsequent events, ABC requests the following: (1) reconsideration regarding proceeding—in violation of the RFP and state law—with Round 4 with two nonresponsive and nonresponsible bidders; (2) reconsideration regarding the City of Seattle's (the "City") Inclusion Plan "counting approach"; and (3) correction of inaccurate statements made to other bidders with respect to ABC's protest.

1. ABC Requests Reconsideration Regarding Proceeding With Round 4 With Two Nonresponsive and Nonresponsible Bidders.

First, ABC requests reconsideration of the City's position to hold the issue of whether or not a bidder not properly registered as an RTTO may be advanced through the evaluation process until an award is made. ABC strongly objects to any delay in responding to this issue as it directly violates the explicit language of the RFP and state law. Specifically, the RFP at issue in this matter includes "Minimum Qualifications." See Exhibit A (VIMS RFP) at Page 3. The Minimum Qualifications are as follows,

The following are the minimum qualifications that the Proposer **must meet in order for their proposal to be eligible for further evaluation and will be graded "pass/fail."** Proposals must clearly show compliance with these minimum qualifications on the form provided or a document with the same information. **Those that are not clearly responsive to these minimum qualifications will be rejected by the City without further consideration.**

3.2 Vendor is, or will subcontract with, a tow truck operator(s) registered in the State of Washington.

RFP at pg. 3 (emphasis added). Therefore, if a bidder does not “clearly” meet the minimum requirements which includes being a registered RTTO, by the City’s unambiguous RFP, the proposals must be rejected and not passed through to further rounds. This is confirmed by both the Evaluation Process of the RFP and state law regarding the definition of a “responsible” bidder. The Evaluation Process is set forth as follows:

9. EVALUATION PROCESS:

The evaluation shall be conducted in a multi-tiered approach. **Proposals must pass through each step to proceed forward to the next round.** Those found to be outside the competitive range in the opinion of the evaluation team will not continue forward to the next evaluation tier. **Only the vendors advancing to Round 4 will be offered the opportunity to interview.** Proposers will be evaluated based on the following criteria:

Round 1 – Minimum Qualifications and Responsiveness. City Purchasing shall first review submittals for initial decisions on responsiveness and responsibility. Vendor Questionnaire, Equal Benefits, **Minimum Qualifications and other elements of responsiveness will be screened in this Step. Those found responsive and responsible based on this initial review shall proceed to Round 2.**

Round 2 – Mandatory Technical Requirements. The City will then review submittals for initial decisions on responsiveness to the mandatory technical requirements. Those found responsive based on this initial review shall proceed to Round 3.

Round 3 – Management, Technical, Pricing and Inclusion Plan Scoring. The City will evaluate proposals that successfully pass through the previous two rounds. The City will evaluate proposals using the criteria below. Responses will be evaluated and ranked. Those proposals that cluster within a competitive range in the opinion of the evaluation team shall continue to Round 4.

Round 4 – Interview and References of Top Ranked Proposers. After the selection of finalists, Seattle, at its sole option, may require that vendors who remain active and competitive provide an interview in Seattle. Should only a single vendor remain active and eligible to provide an interview, the City shall retain the option to proceed with an interview or may waive this Round in full. If the interview score is not within the competitive range, the City may eliminate the vendor and discontinue scoring the vendor for purposes of award.

RFP (Exhibit A) at p. 28.

Accordingly, based on the explicit language of the RFP, only “responsive and responsible” bidders who meet the Minimum Qualifications (i.e., proper RTTO registration) are permitted to proceed to Round 2. “Responsive” and “responsible” are not abstract terms. A bidder’s proposal is

“responsive” if it meets the terms of the RFP. A bidder is “responsible” if it meets the Bidder Responsibility Criteria set forth in RCW 39.04.350. The Bidder Responsibility Criteria requires that a bidder is only a “responsible bidder and qualified to be awarded a public works project” if “[a]t the time of bid submittal, [the bidder has] a certificate of registration in compliance with [the Contractor Registration Statute].” RCW 39.04.350(1)(a)(emphasis added).¹ In turn, RCW 18.27 provides that public agencies, including cities, are prohibited from contracting with bidders who are not properly registered as required by the laws of the state. *See* RCW 18.27.111 *citing* RCW 39.06.010 (prohibiting the execution of a contract with a contractor or other entity not registered or licensed as required by the laws of the state.).

Here, two of the bidders selected by the City to proceed to Round 4 are Auto Return and UR VMS. As indicated in ABC’s protest, these bidders are **not** properly Registered Tow Truck Operators (“RTTO”) as required by RCW 46.55, *et seq.* and the RFP’s Minimum Requirements.² In addition, they did not provide in their proposal, clearly or at all, that these operations would be performed by subcontractors. **Therefore, both AutoReturn and UR VMS are neither responsive (neither meets the Minimum Requirements of the RFP which required the bidder to “clearly” demonstrate it was a proper RTTO or that all RTTO work would be subcontracted to a proper RTTO) nor responsible (neither was properly registered at the time of bid submittal).** Nevertheless, contrary to both state law and the RFP, which requires all nonresponsive and nonresponsible bidders be rejected and precludes advancing any nonresponsive or nonresponsive bidders to the next round, the City advanced both Auto Return and UR VMS not only to Round 2 but also to Round 3 and Round 4.³

Moreover, with the City’s response to ABC’s protest, the City has stated that it is deferring the protest as it “is premature and no award decision has been made.” Presumably, the City wishes to continue its consideration of both AutoReturn and UR VMS’s proposals under a purported “no harm, no foul” approach—i.e., if either of these bidders are not selected for award, they do not need to address the protest. Such an approach, however, is naïve and as indicated, violates the City’s own RFP. Again, the RFP states that those proposals that “**are not clearly responsive to [the] minimum qualifications will be rejected by the City without further consideration.**” RFP at p. 3 (emphasis added). Further, the City was only permitted to consider and advance bidders to Round 2 if the bidder (1) met the Minimum Requirements, (2) were responsive, and (3) were responsible. Therefore, because one of the Minimum Requirements mandates clearly demonstrating proper RTTO registration and bidder responsibility requirements require proper registration at the time of bid submittal, the City was required to reject Auto Return and UR VMS (both not registered RTTOs) as nonresponsive and nonresponsible bidders during the Round 1 considerations.

¹ In addition, a “responsible bidder” must also have “a current state unified business identifier number.” RCW 39.04.350(1)(b). It appears that neither Auto Return or UR VMS meet this requirement either.

² Pursuant to RCW 46.55.010(7), a RTTO or “[r]egistered tow truck operator” or “operator” means any person who engages in the impounding, transporting, or storage of unauthorized vehicles or the disposal of abandoned vehicles.” “A person shall not engage in **or offer to engage in** the activities of a registered tow truck operator without a current registration certificate from the department of licensing authorizing him or her to engage in such activities.” RCW 46.55.020(1)(emphasis added).

³ Such advancement also provides AutoReturn and UR VMS with a competitive advantage not enjoyed by other bidders. This is precluded by state law. *See Gostovich v. West Richland*, 75 Wn.2d 583, 587, 452 P.2d 737 (1969). ABC’s legal position regarding competitive advantage is discussed in detail in its November 7, 2012 letter. To avoid redundancy, ABC asserts but does not repeat that position again in this letter.

From ABC's public records request, the City was aware that AutoReturn and UR VMS were not proper RTTOs. *See* Exhibit B. The City was further notified of this issue through ABC's protest. Therefore, in continuing to consider both AutoReturn and UR VMS's proposals (including conducting Round 4 interviews), the City is disregarding both state law and the explicit language of the RFP. Such a decision is not premature but rather long overdue. Moreover, as "the City intends to award to the highest ranked Proposer," the City's improper consideration and advancement of ~~nonresponsive and nonresponsible~~ bidders precludes the City from considering other bidders who fully complied with the terms of the RFP. For example, to the extent the City argues that consideration of AutoReturn and UR VMS in Round 4 does not prejudice other bidders who were not advanced to Round 4, this logic does not follow. Pursuant to the RFP, AutoReturn and UR VMS should have been rejected prior to Round 2 and never ranked in the first place. Therefore, when the City advanced the top three proposals in terms of score (Lincoln, AutoReturn and UR VMS) in order to determine the "highest ranked proposal," the City improperly advanced two bidders that the City was precluded from advancing. More likely than not, had the City advanced only valid proposals, other bidders, including ABC, would have been included. To the detriment of taxpayers, the City, without any rational basis to do so, has improperly limited its pool to a single qualified candidate.

Ultimately, the City was required to reject AutoReturn and UR VMS prior to Round 2. Any inclusion of these bidders in Round 4 is inappropriate and violates both the RFP and state law. Thus, ABC requests that a decision be issued with regard to its protest (as it is anything but premature), and as permitted by the RFP, ABC requests the City return to Round 3 and select the properly ranked proposals to advance to Round 4. *See* RFP (Exhibit A) at p. 29 ("...the City may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process" and "the City may repeat any or all evaluation rounds...").

2. ABC Requests Reconsideration Regarding The City's M/WBE Counting Approach.

Second, ABC requests reconsideration of the City's scoring of ABC's Inclusion Plan. Both the City Ordinance and the RFP provide "[t]he City intends to provide **the maximum practicable opportunity for successful participation of minority and women owned firms**, given that such businesses are underrepresented." RFP at p. 21 (emphasis added). As set forth in detail in ABC's protest, the goal of the program (successful participation of M/WBEs) is not limited to "subcontracting" opportunities. Rather, M/WBEs should be proffered the "maximum practicable opportunity." The City has failed to demonstrate how providing credit for "subcontracting only" meets this public policy objective.

Further, your statements that allowing a prime W/MBE credit on its Inclusion Plan somehow creates a preference in violation of I-200 mischaracterizes ABC's protest and is inconsistent with both state and federal law. For example, under both the federal DBE and state MBE and WBE programs, prime M/W/DBEs receive credit toward the respective M/W/DEB goal regardless of whether they are a prime or a subcontractor. These programs, however, do not violate I-200. Moreover, ABC is not requesting a "preference" as you term it. Rather, ABC simply requests that its own participation (as a WBE) in the Contract be provided appropriate credit and points in the evaluation and scoring process. It is an absurd result to allow a non-M/WBE prime contractor to score higher on an Inclusion Plan by listing ABC as a WBE subcontractor than ABC should it seek to perform the contract as a WBE prime contractor. As stated in the protest, the City is essentially relegating W/MBEs to subcontractor roles and sets a dangerous precedent. Although the ordinance

states that contractors shall consider granting subcontracts to M/WBEs, **the ordinance does not mandate how the Inclusion Plan will be scored by the City.** Indeed, your letter indicates the City has ample discretion in how it allocates points. Therefore, for the City to refuse to provide appropriate points or credit (not a preference) for M/WBE prime contractors (i.e., clear M/WBE participation) violates both the letter and intent of the Equity in Contracting ordinance to provide "maximum practicable opportunity" for unrepresented M/WBEs. Thus, ABC requests the City reconsider its stance on this significant issue.

3. ABC Requests The City Retract Its False And Misleading Comments Made To Other Bidders With Regard To ABC's Protest.

Finally, in your November 13, 2012 response letter to Lincoln Towing, you stated as follows:

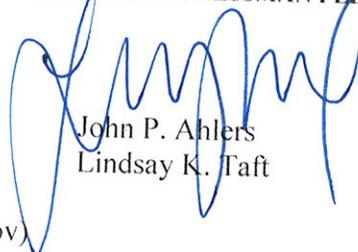
"As is customary with City policy and past practice, my staff immediately placed the RFP process on hold upon receiving a protest from one of the participating respondents, ABC Towing."

Further, you stated that "[d]ue to the delay needed to address ABC's protest, however, it is unlikely the City can complete its RFP process before Lincoln's existing towing contracts expire at the end of February 2013." Contrary to these statements, however, from ABC's public record request, it is clear that the City, waiting for an interpretation regarding the above-discussed RTTO issue, placed the RFP Evaluation Process on hold since at least October 19, 2012. *See Exhibit B* ("The RFP is on hold; our short list candidates have been asked to hold and wait until further notice."). ABC's protest was not filed until October 24, 2012. Therefore, the hold occurred before ABC's protest was lodged, and ABC's protest was not the sole issue for the hold. While ABC appreciates the City's consideration of its protest, the inference that ABC is the reason for the hold is potentially damaging to ABC's business reputation and its relation with the other bidders. It was never nor is it now ABC's intention to delay this evaluation process or cause any damage to the City or other bidders. ABC is simply seeking to hold the City to the explicit terms set forth in the City's own RFP and Washington law. Therefore, ABC requests that the City clarify the pertinent facts (i.e., that the City placed the evaluation process on hold—not ABC).

ABC appreciates your prompt consideration of its above requests. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

AHLERS & CRESSMAN PLLC



John P. Ahlers
Lindsay K. Taft

cc: John Groh (john.groh@seattle.gov)
ABC Towing, Inc.

EXHIBIT A



City of Seattle

Request for Proposal #FAS-234

Vehicle Impound Management Services (VIMS)

Closing Date & Time: October 2, 2012 @4:30PM

Solicitation Schedule	Date
RFP Issued	8/14/12
Pre-Proposal Conference	8/30/12 10:00AM
Deadline for Questions	9/6/12
City Answers Posted	9/11/12
Sealed Proposals Due to the City	10/2/12
Announcement of Top Ranked Proposer(s)	10/10/12
Advancing to Round 4 – Interview	
Interview(s)	10/22/12 – 10/26/12
Announcement of Successful Proposer	10/29/12 – 11/2/12
Contract Award	11/26/12 – 11/30/12

*The City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date would be posted on the City website or as otherwise stated herein.
All times and dates are Pacific.*

PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME AT THIS LOCATION:

If delivered by the U.S. Postal Service, it must be addressed to:

Michael Mears, RFP Coordinator
City Purchasing, City of Seattle
PO Box 94687
Seattle, WA 98124-4687

If delivered by a courier, overnight delivery or other service, address to:

Michael Mears, RFP Coordinator
City Purchasing, City of Seattle
Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042

1. PURPOSE & BACKGROUND

1.1 Purpose:

The City of Seattle's Department of Finance and Administrative Services (FAS) is seeking proposals from qualified vendors for the comprehensive management of vehicle impounds and related services, including towing and secure storage for vehicles ordered impounded by the Seattle Police Department (SPD). The City intends to issue one contract for impound management services that will support timely removal and secure storage of unsafe or inoperable vehicles from roadways to promote efficient traffic flow and on-street parking use, removal of abandoned vehicles before they become safety hazards, and storage and protection of vehicles that may be connected to crimes.

1.2 Background:

The City currently has six designated impound towing zones and multiple contracts, which FAS manages on behalf of SPD, for impound services. However, the City will no longer use the existing six-zone scheme for the purpose of issuing this RFP and subsequently awarding a contract. Vendors will assume this change when developing their proposals. The City currently restricts that number of zones that a single contractor can service for the City to no more than four impound towing zones. The City directly contracts with designated tow companies to provide service in a particular zone.

Contractors currently perform vehicle impound services by towing, storing, protecting, and releasing or otherwise disposing of vehicles ordered impounded pursuant to Chapter 11.30 of the Seattle Municipal Code (SMC). Contractors provide these services 24 hours per day, 7 days per week. SPD requests services only from the contractor within contracted zone(s) except when the contractor fails to respond to a request for services in circumstances where, in SPD's opinion, the contractor cannot timely respond or other situations such as a major emergency or disaster response.

The table below presents the total annual volume of impounds (across all six zones) requested by SPD between 2007 and 2011. In the future, however, the City will not make any guarantees as to the actual quantity of services that will be required from the successful vendor.

Year	SPD Impounds
2007	27,666
2008	25,579
2009	23,181
2010	22,769
2011	19,303
Data source: SPD Auto Records	

From time to time, SPD also directs the contractors to tow vehicles outside the contracted zones or outside the Seattle city limits on a non-exclusive basis. The contractors must meet or exceed minimum performance standards established by the City and are subject to liquidated damages in the event the standards are not met. The contractors collect and remit administrative fees to the City, maintain records and provide reports, and must be available for inspection and audit. The contractors must maintain their status as Washington State Registered Tow Truck Operators (RTTOs) in good standing.

1.3 Single Award:

Through this solicitation, the City intends to award to the highest ranked Proposer who will then assume financial and legal responsibility for the contract. Proposals that include multiple vendors must clearly identify one Proposer as the "prime contractor" and all others as subcontractors.

1.4 Contract Term:

Any contract awarded, as a result of this solicitation, shall be for a term of five (5) years with option to extend for three (3) additional 1-year periods. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

2. PROGRAM GOALS

The City would like to achieve several goals from comprehensive management of vehicle impound and related services. These goals include:

1. Strong customer service policies and procedures for working with both the City and vehicle owners
2. Reliable and efficient responses when SPD initiates requests for services
3. Reliable and efficient responses when vehicle owners inquire about the status of their impounded vehicles and when they seek release of their impounded vehicles
4. Timely resolution of complaints
5. A clean, well-organized, and secure impound facility that allows for effective inventorying and handling of vehicles
6. A properly credentialed and trained team of tow truck operators
7. Successful integration of technology and operations, including real-time tracking of vehicle locations and towing status
8. Regular reporting of key performance data to FAS, SPD, and other City departments
9. Clear policies that protect the City from claims for damages and from claims for theft or loss
10. Effective strategies to stay within the City's pre-established pricing schemes and to help contain vehicle owners' costs
11. Increased opportunities for small towing businesses, particularly those owned by women and minorities

3. MINIMUM QUALIFICATIONS

The following are the minimum qualifications that the Proposer must meet in order for their proposal to be eligible for further evaluation and will be graded "pass/fail." Proposals must clearly show compliance to these minimum qualifications on the form provided or a document with the same information. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration.

- 3.1 Vendor will own, lease or subcontract at least one (1) primary storage lot and release facility located within the Seattle city limits by March 1, 2013. The total area of the primary storage lot and release facility and any secondary storage lot(s) must be no less than 129,000 square feet.
- 3.2 Vendor is, or will subcontract with, a tow truck operator(s) registered in the State of Washington.
- 3.3 Vendor and/or its subcontractor(s) will have a minimum of three years experience in towing, storing, protecting and releasing or otherwise disposing of vehicles.

4. MANDATORY TECHNICAL REQUIREMENTS

The following are mandatory technical requirements (MTR) that vendor must meet for the proposal to be eligible for further consideration and will be graded "pass/fail".

1. Vendor must have the capability to develop a website that meets the City's security, usability, and notification requirements and allows the City to successfully enter impound records into the Tow System.
2. Vendor must have the capability to make data from your dispatch and/or information management system available and accessible to the City for the purposes of developing a lookup application.
3. Vendor must have the capability to establish access to and enter information in Boot View, the web-based software used by PayLock.

Proposers must clearly show their proposal meets these mandatory technical requirements on the form provided or a document with the same information. Those that are not clearly responsive to these three mandatory technical requirements shall be rejected by the City as non-responsive without further consideration although the City retains the right to seek additional information from the proposer to make a determination about compliance.

4.1 Tow System

The City uses an in-house application called the Tow System (TowS) to record information on impounds performed by the City's two current tow contractors. Details on a vehicle's impound status are entered by staff in SPD Auto Records after the activity occurs (using records faxed by the tow contractors). TowS supports three key business processes:

- Maintaining SPD's official records on towed and impounded vehicles;
- Facilitating communication on the status of towed and impounded vehicles between SPD Auto Records and officers, vehicle owners, and other law enforcement agencies; and
- Verifying the claims for reimbursement submitted by the tow contractors for those tows and impounds that the City is contractually obligated to pay.

TowS operates on a SQL Server 2000 database and the interface application is written in Visual Basic 6. The City has a desire to replace or upgrade TowS in the near future, but has not yet identified funding or formalized a plan for doing so.

Vendor will build and maintain a secure (i.e., Secure Sockets Layer) and straightforward website that will, in real time, notify SPD Auto Records of the availability of notices of impoundment and related records and scanned copies of various SPD forms and present this information for entry into TowS.

The website will give SPD Auto Records the capability to correct, if necessary, any information provided by vendor and its subcontractors and will provide the records in a queue so that SPD Auto Records' staff can easily coordinate entry of data into TowS.

Attachment #4 to this RFP lists the records and their data elements that vendor will make available through the website.

1. Please explain your capability to develop a website that meets the City's security, usability, and notification requirements and allows the City to successfully enter impound records into the Tow System.

4.2 Computer Aided Dispatch

The City uses a computer aided dispatch (CAD) system from Versaterm. At this time, the City will not require vendor to develop an interface between its dispatch and/or information management system and the

City's CAD system. However, the City reserves the right to require vendor at a later time to provide data from either or both of these systems so that the City may develop a lookup application.

1. Please explain your capability to make data from your dispatch and/or information management system available and accessible to the City for the purposes of developing a lookup application.

4.3 Boot View

The City contracts with PayLock for vehicle immobilization devices (i.e., vehicle boots).

1. Please explain your capability to establish access to and enter information in Boot View, the web-based software used by PayLock. Current tow contractors enter information on boot returns, boot releases, and impounded vehicles that have been auctioned into Boot View.

5. MINIMUM LICENSING AND BUSINESS TAX REQUIREMENTS

This RFP and resultant contract require proper business licensing as listed below. The apparently successful Vendor must meet all licensing requirements immediately after contract award, or the City will retain the right to reject the Vendor.

Companies are required to license, report and pay revenue taxes for (1) a Seattle Business License and all associated taxes, and (2) a Washington State business License unless exempted by the State of Washington. Such costs should be carefully considered by the Vendor prior to submitting their offer.

5.1 Seattle Business Licensing and Associated Taxes:

1. If you have a "physical nexus" in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A "physical nexus" means that you have physical presence, such as: a building/facility located in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
3. We provide a Vendor Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have "physical nexus".
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Vendor and not charged separately to the City.
5. The apparent successful Vendor must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will result in rejection of the bid/proposal.
6. Self-Filing – You can pay your license and taxes on-line using a credit card at <https://dea.seattle.gov/self/>.
7. For Questions and Assistance, call the Revenue and Consumer Affairs (RCA) office which issues business licenses and enforces licensing requirements. The general e-mail is rea@seattle.gov. The main phone is 206-684-8484, or call RCA staff for assistance (Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404).
8. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
10. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
11. Please note that those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Vendor prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

Please contact our information line at (206) 684-8484 if you have any questions regarding Seattle business licensing and business tax or Georgianne Browning at (206) 684-8408 or Cherie MacLeod at (206) 684-8402.

5.2 Mandatory State Business Licensing and Associated Taxes:

Before the contract is signed, you must provide the State of Washington business license (a State "Unified Business Identifier" known as UBI#) and a Contractor License if required. If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State as a result of licensing shall be borne by the Vendor and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/fic.aspx>.

6. STATEMENT OF WORK

This section summarizes the major service elements that the successful vendor and its subcontractors will perform to comprehensively manage impounds and related services for the City of Seattle. The statement of work and the successful vendor's response will form the basis of the statement of work example attached to the final contract.

6.1 Definitions

- a. For the purposes of clarity and consistency, the following words will have the following meanings in the statement of work unless the context clearly requires a different meaning.
 - i. 91N means a parking infraction issued for parking a vehicle on any street or other municipal property for a period of time longer than 72 hours in violation of SMC 11.72.440.
 - ii. Abandoned Vehicle means an impounded vehicle that has met all requirements to be eligible for auction by vendor.
 - iii. Administrative Hearing Officer means the Director or his/her designee acting pursuant to the provisions of RCW 46.55.240(1)(d) and WAC 308-61-168(2).
 - iv. Claimant means the registered owner of an impounded vehicle, or a person authorized by the registered owner, or one who has purchased the vehicle from the registered owner, who produces proof of ownership or authorization, and who appears at the Contractor's place of business seeking to redeem an impounded vehicle.
 - v. Director means the Director of the Department of Finance and Administrative Services or his/her designee.
 - vi. DTCZ means Downtown Traffic Control Zone as defined by Seattle Municipal Code Chapter 11.14.165.
 - vii. DWLS means Driving While License Suspended.
 - viii. DWLS Hold means an order placed on an impounded vehicle resulting from a driver cited for DWLS.
 - ix. Evidence Hold means an order placed on an impounded vehicle for evidentiary or investigatory purposes requiring vendor to hold the vehicle until SPD notifies the vendor to remove the hold and to make the vehicle available for redemption or disposal.
 - x. Hazardous Waste means any waste that will persist in a hazardous form for several years, and in the persistent form and if improperly disposed would present an extreme hazard to man or the environment.
 - xi. Immediately Hazardous Material means chemicals or substances that, if not properly handled and contained, may cause immediate unacceptable risks to human life and/or the

environment. An Immediately Hazardous Material may be present when a person experiences eye and/or lung irritation, detects a suspicious odor or an uncontrolled spillage of a combustible liquid, or has other reason to believe the material may require unusual storage or transportation to assure safe containment.

- xii. Illegally Dumped Waste means solid waste greater than one cubic foot in volume that must be removed from or around a vehicle before the vehicle can be safely towed. The term includes Hazardous Waste but does not include Immediately Hazardous Materials.
- xiii. Litter means solid waste such as, but not limited to, disposable packages and containers equal to or less than one cubic foot in volume.
- xiv. Officer means a sworn Officer or a Parking Enforcement Officer of the Seattle Police Department or of another public safety agency with an interlocal agreement with the SPD.
- xv. Request Received means the point in time when the vehicle location is confirmed by vendor's dispatcher with SPD Communications, or the time stamp on the facsimile or other communication sent by SPD.
- xvi. Response time means the time interval from the time when vendor's dispatcher receives a request for service to the time that the tow truck arrives at the vehicle location.
- xvii. Special Event means a concert, sporting event, parade, 911 enforcement, or other activity resulting in an unusually large number of impounds during a short period of time.
- xviii. Vehicle means every device capable of being moved upon a street, alley, or public highway and in, upon, or by which any person or property is or may be transported or drawn upon a street, alley, or public highway, and every item of personal property that may be registered or titled with the State of Washington Department of Licensing. The term does not include devices moved by human or animal power or used exclusively upon stationary rails or tracks. "Vehicle" will also mean automobile hulks or junk vehicles as defined by SMC 11.14.045 and RCW 46.55.010.

6.2 Transition

- a. Vendor will implement a transition plan, as approved by FAS, which will allow for the effective and efficient transition of operations from the current contractors to the successful vendor between the contract award date and February 28, 2013.

6.3 Requests for Impound Services

- a. SPD will request vendor to perform impound services as follows:
 - i. Designation of Vehicle for Impound: For every request for an impound, SPD will affix to the vehicle or provide to vendor at the time and place of the impound a hardcopy of the notice of parking infraction and/or the vehicle report.
 - ii. Request for Impound on a Pre-Scheduled Basis: SPD will provide vendor with priority route(s) and designated start and end times for impound services during peak traffic hours within restricted parking locations, and for Special Events. Vendor will be immediately available at the beginning of the route(s) and at the start of the designated time. Vendor will consider a parking infraction affixed to the vehicle as SPD's request for impound. Vendor will impound such vehicle only when vendor can complete the removal prior to the expiration of the time during which parking is prohibited.
 - iii. Request for Impound for a Specific Vehicle: SPD will request vendor to impound a specific vehicle. At a minimum, SPD will provide vendor with the vehicle location, number of vehicles, the type of vehicle, and indicate whether an officer is standing-by. SPD will make good faith effort to inform vendor whether special equipment such as a Class B, C, or Class E Flatbed tow truck is required, and whether the vehicle will be towed to a City facility. Vendor will receive requests for vehicle impound:
 - 1. By telephone from SPD Communications for an immediate impound;
 - 2. By appointment scheduled between an officer and vendor for a specific location and time, or

3. By communication from an officer for an impound to occur within 24 hours of the Contractor's receipt of such request.

6.4 Vendor Response

- a. Upon request by SPD, vendor will impound vehicles. From time to time on a non-exclusive basis, SPD may also request vendor to impound vehicles that are located outside the Seattle City limits, including but not limited to recovery of a vehicle from another jurisdiction or from another tow operator's lot.

6.5 Minimum Performance Standards

- a. Vendor will answer the telephone dedicated to calls from SPD with direct, live voice communication within eight rings.
- b. With an officer standing-by or inside the Downtown Traffic Control Zone (DTCZ), vendor will respond within 30 minutes when a Class A tow truck is needed to perform the tow. When a Class B, Class C, or Class E tow truck is needed to perform the tow, vendor will respond within 60 minutes.
- c. Without an officer standing-by or outside DTCZ, vendor will respond within 45 minutes when a Class A tow truck is needed to perform the tow. When a Class B, Class C, or Class E tow truck is needed to perform the tow, vendor will respond within 60 minutes.
- d. Vendor will accept every request for impound.
- e. Vendor will be present at the named location at the scheduled time.
- f. Vendor will respond within 24 hours for the impoundment of vehicles with 91N parking infractions.

6.6 Failure to Meet or Exceed Minimum Performance Standards

- a. SPD May Cancel Request: In the event vendor cannot perform within the applicable minimum performance standard, vendor will immediately notify SPD Communications. SPD, at its option, may extend the response time, or may cancel the request. In the event SPD cancels the request, it may request a non-contract tow operator to impound the vehicle and tow the vehicle to its lot. In no event will the claimant pay more than the non-contract rate. A claimant redeeming the vehicle must be provided taxicab transportation, at vendor's expense, from vendor's primary lot to the non-contract tow operator's lot within twenty minutes of the claimant's arrival at vendor's primary lot.
- b. City May Assess Liquidated Damages: In the event vendor's performance does not fall within the minimum performance standards specified in the contract and the City does not grant an exemption, the City may assess and vendor will pay liquidated damages as described in the contract.

6.7 Exemptions to Minimum Performance Standards

- a. If requested in writing by vendor, the City may excuse adherence to a time or minimum performance standard in a situation where in the City's sole judgment, performance was beyond vendor's control. The City will review each such incident of failure to perform and consider among other factors dispatch times, traffic, street blockages, severe weather, and whether vendor notified the City in advance that a response time was expected to exceed the maximum response time. If the City determines the circumstances warrant, the City will grant an exemption of the response from the minimum performance standards. The following subsections describe situations when the City will grant an exemption.
 - i. Civil Emergency: SPD will grant exemptions from all minimum performance standards during a civil emergency as defined by SMC Chapter 10.02. See also the section of the contract on major emergencies or disasters.
 - ii. Two or More Tow Trucks Requested to One Impound Site: When two or more tow trucks are requested at one impound site, the first arriving tow truck will be held to the response time standard. SPD will grant an exemption for each tow truck arriving thereafter, provided the second tow truck arrives at the location of the impound within 60 minutes.

- iii. Response Location Errors: If SPD provides vendor with an inaccurate address, the City will grant a response time exemption. The City will not grant a response time exemption for location errors made by vendor's dispatch personnel.
- iv. Response Delayed by Accident: If a tow truck is involved in an accident en route to an impound site and cannot continue to respond to the call, the City will grant an exemption only if the accident is not the fault of vendor, and vendor notifies SPD Communications and dispatches another tow truck to the impound site.

6.8 Impound of Vehicle and Safekeeping of Documentation

- a. Vendor will impound a vehicle only when a notice of parking infraction and/or a vehicle report is affixed to the vehicle or provided to the tow truck operator at the time and place of the impound. Upon impounding a vehicle, vendor will remove the notice of parking infraction and/or vehicle report from the vehicle and will hold such documents for safekeeping and delivery to the claimant.

6.9 Hook and Release

- a. Vendor will release an impounded vehicle to a person claiming the vehicle at the location of the impound provided:
 - i. SPD has designated the vehicle for impound by a parking infraction or by a vehicle report indicating the vehicle is a "stolen recovery;"
 - ii. The person arrives at the location after vendor has attached a hook to the vehicle and lifted its wheels off the ground and before the tow truck has left the location of the impound with the impounded vehicle in tow;
 - iii. The person provides reasonable proof of ownership or authorization to operate the vehicle; and
 - iv. The person tenders the applicable payment to vendor.

6.10 Towing Under Special Conditions

- a. In conformity with SMC 11.64.100 and at the direction of SPD, vendor will move or impound a vehicle otherwise legally parked but obstructing access to a public utility facility, obstructing passage of an oversize vehicular load, or obstructing access on a street or alley. At the time and location of the move or impound, vendor will obtain from SPD the name of the person, agency, or utility requesting the move or impound, its invoicing address, and its representative's name.
- b. The City reserves the right to expand the circumstances under which a vehicle may be impounded. For example, the City is currently considering a more proactive approach to street sweeping, which would have implications for how the City elects to manage vehicles parked on those streets identified for sweeping.

6.11 Care and Skill

- a. Vendor will use reasonable care and skill when impounding, towing, and storing vehicles, and will employ generally accepted industry practices in conformity with SMC Chapter 11.30, Chapter 46.55 Revised Code of Washington (RCW), and Washington Administrative Code (WAC) Chapter 308-61.
- b. Vendor will ensure the preservation of evidence, securing of loads, clean up and removal of vehicle debris, and removal of litter occurs as directed by SPD and/or other City department prior to towing.
- c. Vendor will contact SPD in cases of illegally dumped waste and of immediately hazardous material to coordinate the towing.
- d. Vendor will inspect and document each vehicle's condition upon receipt of vehicle for impoundment. Vendor will take digital photographs of each of the vehicle's four sides and will retain those pictures as part of the vehicle's documentation.
- e. Vendor will adhere to the operational procedures for contracted towing businesses adopted by the Washington State Patrol as set forth in WAC Chapter 204-91A to ensure that a vehicle is adequately protected.

6.13 Towing and Storage

- a. Vendor will tow an impounded vehicle from the impound location to vendor's primary lot. Vendor will store the vehicle at the primary lot except in specific situations as directed by SPD.

6.14 Notice of Impound to the City

- a. Within one hour after the arrival of a vehicle to vendor's lot, vendor will notify SPD Auto Records of the impoundment by providing the relevant information as directed by SPD.

6.15 Owner Registration Information

- a. Within twelve hours after vendor notifies SPD of the impoundment, SPD Auto Records will transmit owner registration information to vendor.

6.16 Notice of Impound to Registered Owner

- a. Vendor will notify the registered owner in the manner prescribed by 46.55.110 RCW and SMC 11.30.100.
- b. The City reserves the right to expand the means by which vendor notifies the registered owner of an impounded vehicle.

6.17 Procedures for Vehicles Impounded for Driving While License Suspended (DWLS)

- a. Vendor will follow all procedures related to vehicle holds, releases, availability for auction, and reports to SPD Auto Records for vehicles impounded for DWLS.

6.18 Procedures for Vehicles Impounded under the Scofflaw Program

- a. Vendor will follow all procedures related to vehicles towed and impounded under the City's scofflaw program.
- b. Vendor will be responsible for those items including fees, releases, retrieval of personal belongings, hearings, auctions, and payments specified by the City in regard to the boot return program, including making locations throughout the city available for boot returns and communicating with the City's boot vendor on boot releases and other matters.
- c. City will be responsible for notification, physical presence at time of tow, notices and citations, hearing forms, payment information, and boot releases as part of the scofflaw program either on its own or through the City's boot vendor.

6.19 Procedures for Vehicles Impounded due to Use in Prostitution

- a. In conformity with SMC 12A.10.115 and RCW 9A.88.140, vendor will follow all procedures related to vehicles impounded due to use in patronizing a prostitute, promoting prostitution, promoting travel for prostitution, sexually abusing a minor for a commercial purpose, promoting commercial sexual abuse of a minor, and/or promoting travel for the commercial sexual abuse of a minor.

6.20 Procedures for Evidence Holds

- a. Vendor will follow all procedures related to evidence holds, releases, reports to SPD Auto Records, and towing of non-vehicle personal property for evidence purposes.

6.21 Moving Vehicles and Secondary Tows

- a. Moving a vehicle from vendor's primary lot to its secondary lot, if any:
 - i. Vehicle without a Hold(s): Except for a vehicle with an Evidence or DWLS Hold(s), vendor, at its own expense, may move an impounded vehicle to its secondary lot, if any, after the vehicle has been stored at vendor's primary lot for at least 24 hours.
 - ii. Vehicle with a DWLS Hold: If a DWLS Hold is placed on the impounded vehicle, vendor, at its own expense, may move the vehicle to its secondary lot, if any, after receiving notice from

- SPD assigning a minimum hold period, or after the vehicle has been stored at vendor's primary lot for at least 48 hours, whichever occurs first.
- b. Moving a Vehicle from Vendor's Secondary Lot to Primary Lot: Except for a vehicle with an Evidence Hold(s), vendor, at its own expense, may move an impounded vehicle from vendor's secondary lot, if any, to its primary lot at any time.
 - c. Secondary Tow Directed by SPD: A secondary tow is one where the vehicle has been previously impounded and is being moved at the direction of SPD from one location to another.
 - i. Upon direction by SPD and at the City's expense, vendor will tow such an impounded vehicle:
 - 1. From vendor's lot to a City facility;
 - 2. From one City facility to another City facility; or
 - 3. From vendor's primary lot to its secondary lot, if any.
 - ii. Upon direction by SPD and at the expense of the party as ordered by court order or SPD notice, vendor will tow an impounded vehicle from a City facility to vendor's primary lot.
 - d. Notice to City of Moving a Vehicle or Secondary Tow: Within one hour of completion of moving a vehicle or of a secondary tow, vendor will notify SPD Records by providing the information as listed in the contract.

6.22 Release Procedures

- a. Vendor will follow all procedures related to vehicle releases, including vehicles with DWLS or evidence holds and vehicles specified in any order issued by a court of competent jurisdiction.
- b. Within 30 minutes of a claimant seeking redemption of an impounded vehicle, vendor will release and deliver possession of the vehicle to claimant at vendor's release facility when the claimant satisfies all conditions for redemption.
- c. Vendor will accept all methods of payment as allowed by and pursuant to RCW 46.55.120.
- d. Vendor will prepare a receipt using uniform, sequentially numbered forms for every impounded vehicle that leaves vendor's custody and control except for those stolen or driven out without being properly redeemed. Vendor will ensure receipt contains information required by the City and will keep one copy, filed serially in the order of the receipt number.
- e. Vendor will immediately notify SPD Auto Records of the date and time of redemption of any specific vehicle.

6.23 Abandoned Vehicles

- a. Vendor will follow all procedures related to abandoned vehicles, which include reporting to the Washington State Department of Licensing (DOL), preparing a vehicle for sale, preparing a notice of sale, handling contents of vehicles that are not redeemed, and disposing of any hazard waste (please see attachment #5).

6.24 Notices and Forms for Hearings

- a. The City will prepare, print, and deliver to vendor appropriate signs notifying persons whose vehicles have been impounded of their general rights under SMC Chapter 11.30, the appropriate form to notify persons whose vehicles have been impounded their right of redemption and opportunity for a hearing, and the appropriate form to request a hearing in the Seattle Municipal Court or with the Administrative Hearing Officer.
- b. Vendor will follow all procedures related to posting signs, making forms available and accessible, recording the names and signatures of persons who have requested forms, verifying and transmitting completed forms to the City, and retaining copies of completed forms.
- c. Vendor will communicate, as needed, with the Seattle Municipal Court and with the Administrative Hearing Officer on official correspondence and related matters.

6.25 Complaints

- a. Vendor will promptly and courteously respond to all complaints by the public and will not unreasonably or arbitrarily delay or refuse to pay any claim resulting from its act or omission in impounding a vehicle.
- b. Vendor will prominently display to the public and provide to a complainant instructions on how to file a claim against vendor for relief from damages or loss resulting from vendor's tow or storage of the complainant's vehicle.

6.26 Communication with the City

- a. Vendor will communicate with SPD in performing impound services on a day-to-day basis. Additionally, vendor will communicate with the City's project manager, on an as-needed basis for submittal of claims for payment and of administrative fees, auditing vendor lots, inspecting lots, and resolving operational concerns. FAS may schedule periodic meetings with vendor.

6.27 Records and Performance Reports

- a. Vendor will prepare and maintain records such as notices of impoundment and DWLS vehicles prepared for auction and performance reports with certain data elements on impounds and will transmit those records and reports to SPD and/or the City's project manager on a pre-established schedule and using pre-established formats. Please see attachment #4.

6.28 Major Emergencies or Disasters

- a. The City may undergo an emergency or disaster that may require vendor to either increase or decrease quantities from normal deliveries, or that may disrupt vendor's ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of utility service, fire, terrorist activity or any combination of the above. In such events, the following will apply.
 - i. The City will notify vendor that the City is experiencing an emergency or disaster, and will request emergency and priority services from vendor.
 - ii. Upon such notice by the City, vendor will provide to the City goods and/or services in the quantities and schedule specified by the City, following the conditions named in this section.
 - iii. The City will be the customer of first priority for vendor. Vendor will provide its best and priority efforts to provide the requested goods and/or services to the City in as complete and timely manner as possible. Such efforts by vendor are not to be diminished as a result of vendor providing service to other customers.
 - iv. If vendor is unable to respond in the time and/or quantities requested by the City, vendor will make delivery as soon as practical. Vendor will immediately assist the City to the extent reasonable, to gain access to such goods and/or services. This may include:
 1. Coordinating with other distributors or subsidiaries beyond those in the local region to fulfill order requests;
 2. Offering the City substitutions provided vendor obtains prior approval from the City for such substitution.
 - v. Vendor will charge the City the price determined in the contract for the goods and services provided. However, in the event that the City's request results in vendor incurring unavoidable additional costs and causes vendor to increase prices in order to obtain a fair rate of return, vendor may charge the City a price not to exceed the cost/profit formula found in the contract.

6.29 Tow Vendor Requirements

- a. In addition to the requirements for Registered Tow Truck Operators pursuant to SMC chapters 6.214 and 11.30, chapter 46.55 RCW, and WAC chapters 308-61 and 204-91A, vendor will own, lease, or subcontract tow truck equipment classified as Class A or D, Class B, Class C, and Class E. Vendor

will have sufficient number and classes of tow truck and tow truck equipment to respond to all requests for impounds 24 hours per day, 7 days per week, within the minimum performance standards established by the City.

- b. Within sixty (60) days from contract execution, vendor will provide the City with a list of all towing equipment owned or leased by vendor or held as an option for purchase or lease by vendor. The list will include:
 - i. Class of tow truck;
 - ii. Make;
 - iii. Model;
 - iv. Year of manufacturer;
 - v. Vehicle license plate number and state;
 - vi. Indication whether the equipment is owned, leased, or to be purchased or leased by vendor; and
 - vii. Primary address where equipment will be stored/parked.

6.30 Personnel

- a. Vendor will employ sufficient managers, dispatchers, tow truck operators, release facility personnel, business office personnel, and customer service personnel of sound character and competence so as to satisfactorily meet the requirements of its contract with the City, including providing service 24 hours per day, 7 days per week.
- b. Vendor will designate a key person who will have overall responsibility for the services provided in the contract, and who will serve as the primary contact between vendor and the City's project manager.

6.31 Communications System

- a. Within sixty (60) days from contract execution, vendor will implement communications systems such as a police telephone line, telephone line, two-way radio, facsimile, e-mail, data systems, and others as directed by the City.

6.32 Facilities and Storage Lots

- a. Vendor will have a release facility and a primary storage lot for storing impounded vehicles that is located within the city limits and that is reasonably accessible to one or more public transit routes. Vendor's release facility will be located at its primary storage lot.
- b. Vendor may have a secondary storage lot located within the city limits or within ten (10) miles of the city limits to the north or to the south.
- c. Vendor will have minimum lot size of 129,000 square feet available for the storage of impounded vehicles. The minimum lot square footage may be a combination of the area in the primary storage lot and the area in any secondary lot.
- d. Vendor will provide for enough area to allow reasonable access to any impounded vehicle stored at its primary storage or any secondary storage lot.
- e. Vendor's storage lots will be kept surfaced, graded, drained, lighted, and free of obstacles and hazards such that a claimant has reasonably safe and convenient access to the vehicle. Vendor will provide adequate security at its storage lots. All storage lots must be screened and fenced at all times. When an attendant is not on the premises, storage lot gates must be securely locked. All vehicles will be secured as required by SMC chapter 11.30, chapter 46.55 RCW, and WAC chapter 308-61. Vendor will also adhere to the requirements adopted by the Washington State Patrol as set forth in WAC chapter 204-91A to ensure that a vehicle is adequately protected.
- f. Vendor's release facility and storage lots will be subject to the initial and continuing approval of the City. The City may inspect vendor's release facility and storage lots at any time.
- g. Vendor will not store any impounded vehicle on a public street or any public property, or at any place other than at the approved primary or secondary lot.

- h. Within sixty (60) days from contract execution, vendor will comply with all requirements for its release facility, primary storage lot, and any secondary storage lot.

6.33 Information Technology

- a. Vendor will equip all tow trucks with GPS tracking systems and the appropriate software to monitor the real-time location of any impounded vehicle.
- b. Vendor will implement and maintain an information management system that facilitates an effective and efficient process to intake, inventory, and release impounded vehicles; can report on various data elements that cover tows and impoundments; and can support a secure website that notifies SPD of and makes available impound records ready for entry into TowS.
- c. Vendor will develop the secure website and will test its ability to function during the transition period between the contract award date and February 28, 2013.
- d. Vendor will train its employees and City staff to ensure proper use of the secure website.
- e. Vendor will provide real-time downloads to update the secure website.
- f. Vendor will provide and maintain, via the secure website, City access to the status of an impounded vehicle at all key points starting when the vendor receives an impound request from SPD and ending when the vehicle has been inventoried and parked in the storage lot.
- g. Vendor will provide and maintain public access to vehicle inventory and release costs at vendor's website, which will be accessible through a link from the City's website.
- h. Vendor will design the information management system so that it can be compatible with any future solution selected by the City to replace or upgrade TowS, be expanded to record areas like private property impounds, be used in the development of a lookup application for the City's computer aided dispatch (CAD) system, and be applied to other functions as may be determined by the City at any point during the contract term.
- i. Vendor will provide City access to the secure website and any subsequently developed technology solution for the entire term of the contract.

6.34 Subcontracting

- a. Vendor will not supply any of its own trucks to those already supplied by the companies with which it subcontracts unless vendor is a registered tow truck operator in the State of Washington by the release date of this RFP.
- b. Within sixty (60) days from contract execution, vendor will provide the City with all requested information on the subcontractors it will use in performing the requirements of the contract resulting from this RFP. City will have final approval of all tow companies with which vendor subcontracts.

6.35 Fees Payable by Claimant

- a. Except for fees payable by the City, vendor will charge the following fees at the rates specified in the contract. No fee or rate other than the fees and rates specifically provided in the contract may be charged. In the event a vehicle is impounded during one contract period and redeemed in a subsequent contract period, the applicable rates will be the rates in effect at the time SPD authorized the impound.
- b. Impound Fees: Impound fees will include all services, except additional services, required to place the vehicle in a position to be towed, to tow the vehicle from the location of the impound to the storage lot, to unhook the vehicle, and to store the vehicle for the first twelve hours after vendor notifies SPD of the vehicle's impound. The types of impound fees are as follows:
 - i. Class A – The Class A Impound Fee will be charged when a Class A or Class D tow truck is used to impound a vehicle weighing 10,000 pounds Gross Vehicle Weight (GVW) or less. The Class A Impound Fee will be based on a per impound basis.
 - ii. Class B – The Class B Impound Fee will be charged when a Class B tow truck is used to impound a vehicle weighing over 10,000 pounds GVW but less than 17,000 pounds GVW. The Class B Impound Fee will be based on an hourly rate with a one-hour minimum. The chargeable time period will start when the tow truck driver drives out of vendor's lot and will

- end when the tow truck driver unhooks the vehicle. After the first hour, the rate will be pro-rated to the nearest one-quarter hour.
- iii. Class C – The Class C Impound Fee will be charged when a Class C tow truck is used to impound a vehicle weighting 17,000 pounds GVW or more. The Class C Impound Fee will be based on an hourly rate with a one-hour minimum. The chargeable time period will start when the tow truck driver drives out of vendor’s lot and will end when the tow truck driver unhooks the vehicle. After the first hour, the rate will be pro-rated to the nearest one-quarter hour.
 - iv. Class E – The Class E Fee will be charged when a Class E flatbed tow truck is used to impound any vehicle where preservation of evidence is of primary importance. The Class E Impound Fee will be based on an hourly rate with a one-hour minimum. The chargeable time period will start when the tow truck driver drives out of vendor’s lot and will end when the tow truck driver unhooks the vehicle. After the first hour, the rate will be pro-rated to the nearest one-quarter hour.
- c. Storage Fee: The Storage Fee will be charged for each twelve-hour increment after the initial twelve hours following vendor’s notification to SPD Records of the vehicle’s impound. When the vehicle or combination thereof is more than 20 feet in length, vendor may charge an additional Storage Fee for each increment over 20 feet in length.
 - d. Additional Service Fees: The following fees for additional services may be charged when towing without such additional services would be impossible or would be hazardous to persons or property:
 - i. Dolly Fee: The Dolly Fee will be charged on a per-impound basis. The Dolly Fee may be charged when a dolly is used for towing an impounded vehicle that cannot safely be towed on its own wheels, or that cannot otherwise be towed without damage. Vendor will not charge the Dolly Fee when vendor uses the dolly as a substitute for entering a locked vehicle, except when entry without damage is impossible, or as a substitute for disengaging locked steering mechanisms.
 - ii. Winch Fee: The Winch Fee will be charged on an hourly rate with a one-half hour minimum, and will apply from the time the winch is attached to the vehicle to the time the winch is detached from the vehicle. After the first one half-hour, the rate will be pro-rated to the nearest one-quarter hour. Vendor may charge the Winch Fee when vendor uses the winch to recover a disabled or overturned vehicle, or to extricate the vehicle from another vehicle, object, water, ditch, hill, or embankment.
 - iii. Extra Driver Fee: The Extra Driver Fee will be equal to one half of the Class A Impound Fee, regardless of the class of equipment used for the impound. Vendor will charge the Extra Driver Fee when a second driver is necessary to safely impound a vehicle.
 - iv. Extra Tow Truck Fee: The Extra Tow Truck Fee will be equal to 75 percent of the applicable Impound Fee. Vendor will charge the Extra Tow Truck Fee when a second tow truck and driver is necessary to safely impound a vehicle.
 - v. Mileage Fee: The Mileage Fee will be charged on a per-mile basis and will apply to miles traveled between the Seattle City limit and the impound site when SPD directs vendor to impound a vehicle outside the City limits.
 - vi. Boot Return Fee: The Boot Return Fee will be charged upon the return of a vehicle immobilization device (i.e., boot) to the City (via vendor or its subcontractors). Vendor will charge the fee to the vehicle owner returning the boot.
 - e. Hook and Release Fee: The Hook and Release Fee will be 50 percent of the applicable Impound Fee, plus 50 percent of fees for any additional services performed.
 - f. City Administrative Fee: In accordance with SMC 11.30.290 and Seattle Rule 11-30-1, vendor will collect a City Administrative Fee from the claimant for each vehicle redeemed. Vendor will not collect the City Administrative Fee in a “hook and release” transaction. Vendor will remit all City Administrative Fees to the City pursuant to applicable section of the contract.
 - i. Current administrative fee amount. The administrative fees charged to the person redeeming an impounded vehicle will be as follows:

1. For vehicles impounded pursuant to SMC 11.30.040 (1 through 6), the administrative fee will be fifteen dollars (\$15).
2. For vehicles impounded pursuant to SMC 11.30.040 (7) (parking scofflaw), the administrative fee will be sixty-seven dollars (\$67).
3. For vehicles impounded pursuant to SMC 11.30.105 (driving while license suspended), the administrative fee will be sixty-seven dollars (\$67).

6.36 Fees Payable by the City

- a. Time Payment Arrangement: When a claimant arranges for time payment with the City, and vendor receives an order from a court of competent jurisdiction clearly marked "City Pay/Time Payment," the City will pay vendor fees at the rates established in the contract.
- b. Vendor Standby Fee: The Vendor Standby Fee will be based upon the hourly rate set forth in Exhibit 6. Vendor may charge the Vendor Standby Fee when SPD directs vendor to wait or standby:
 - i. After arriving at the location upon SPD request and before operating the tow equipment or performing another impound service; or
 - ii. After the vehicle is on-hook and before vendor leaves the location, for which vendor may charge for the time on standby in excess of 30 minutes. The fee will be charged in ten minute increments with a ten minute minimum.
- c. City Pay: The City will pay the Impound, Storage, and Additional Service Fees at the rates set forth in the contract under the following circumstances. Vendor will not charge, and the City will not pay, the City Administrative Fee under these circumstances.
 - i. Impound with Secondary Tow to City Facility: SPD directs vendor to tow the vehicle from the location of the impound to vendor's lot and then from vendor's lot to a City facility. The City will pay the fees for the impound and additional services associated with the tow from the location of the impound to vendor's lot, for the storage for the time the vehicle is stored at vendor's lot, and for the tow and additional services associated with the tow from vendor's lot to the City facility.
 - ii. Impound with Direct Tow to City Facility: SPD directs vendor to tow the vehicle from the location of the impound to a City facility. The City will pay the fees for the impound and additional services associated with the tow from the location of the impound to the City facility.
 - iii. Between City Facilities: SPD directs vendor to tow the vehicle from one City facility to another City facility. The City will pay for the towing and additional services associated with the tow between City facilities.
 - iv. Tow to and Release from Vendor's Lot: SPD directs vendor to tow the vehicle from the location of the impound to vendor's lot and then orders the vehicle to be released from the lot. The City will pay for the towing and additional services associated with the tow from the location of the impound to vendor's lot.
 - v. Release Tow: SPD directs vendor to tow the vehicle from a City facility or vendor's secondary lot, if any, to vendor's primary lot and payment is ordered to be the City's responsibility by order of a court of competent jurisdiction, by the Director, or by SPD. The City will pay for the towing and additional services associated with the tow and storage, if applicable.
 - vi. As Otherwise Ordered: Payment is ordered to be the City's responsibility by order of a court of competent jurisdiction, by the Director, or by SPD.
 - vii. Towing Under Special Conditions: SPD directs the vehicle to be moved or impounded pursuant the "Towing under Special Conditions" section of the contract.
- d. Vendor Claims for City Payment: On or before the tenth day of each month, vendor will deliver to the City's Project Manager a claim for payment for services incurred under the contract by the City during the immediately preceding month. Such claim will:
 - i. Be in the format specified by the City's Project Manager;

- ii. Be sworn to under penalty of perjury by vendor or an individual authorized by vendor to sign the claims;
- iii. Include an invoice for each item payable by the City with a copy of documents necessary to substantiate the invoice; and
- iv. Include, if directed by the City's Project Manager, a spreadsheet of monthly impound statistics using a pre-established format (please see attachment #6).
- e. Liquidated Damages: The City will deduct from the vendor's monthly claim for City payment any liquidated damages assessed by the City. The deduction will not occur until the City and vendor have completed the notification and appeal process described in the contract.
- f. Time for Payment: Within thirty (30) days after the City receives a correct and complete claim for payment from vendor, the City will pay vendor by City warrant.

6.37 Vendor Payments to the City

- a. Administrative Fees: On or before the tenth day of each month, vendor will remit to the City's Project Manager the City Administrative Fees collected by vendor for all vehicles redeemed during the preceding month. Vendor will itemize the fees on such forms as provided by the City's Project Manager and remit the fees in the manner prescribed by the Director. The City will assess interest in the amount of ten percent (10%) per annum of the administrative fees due when vendor does not report and remit the administrative fees within 60 days of the end of the month for which the fees were collected.

7. INSTRUCTIONS TO PROPOSERS

This Section details City procedures for directing the RFP process. The City reserves the right in its sole discretion to reject the proposal of any Proposer that fails to comply with any procedure in this chapter.

7.1 Communications with the City

All Proposer communications concerning this acquisition shall be directed to the RFP Coordinator. The RFP Coordinator is:

Michael Mears, RFP Coordinator
 Phone: 206-684-4570
 E-Mail: michael.mears@seattle.gov

Unless authorized by the RFP Coordinator, no other City official or City employee is empowered to speak for the City with respect to this acquisition. Any Proposer seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the RFP Coordinator is advised that such material is used at the Proposer's own risk. The City will not be bound by any such information, clarification, or interpretation.

Following the Proposal submittal deadline, Proposers shall not contact the City RFP Coordinator or any other City employee except to respond to a request by the City RFP Coordinator. **Contact by a Proposer regarding this acquisition with a City employee other than the RFP Coordinator or an individual specifically approved by the RFP Coordinator in writing, may be grounds for rejection of the Proposer's proposal.**

7.2 Pre-Proposal Conference

The City shall conduct an optional pre-proposal conference on the time and date provided in page 1, at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle. Though the City will attempt to answer all questions raised during the pre-proposal conference, the City encourages Proposers to submit questions

Proposers would like addressed at the pre-proposal conference to the RFP Coordinator, preferably no later than three (3) days in advance of the pre-proposal conference. This will allow the City to research and prepare helpful answers, and better enable the City to have appropriate City representatives in attendance.

Those unable to attend in person may participate via telephone. The RFP Coordinator will set up a conference bridge for Proposers interested in participating via conference call. Contact the RFP Coordinator at **least two days in advance** of the conference, to request access by phone.

Proposers are not required to attend in order to be eligible to submit a proposal. The purpose of the meeting is to answer questions potential Proposers may have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Proposers to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of this pre-proposal conference.

7.3 Questions

Questions are to be submitted to the Buyer no later than the date and time on page 1, in order to allow sufficient time for the City Buyer to consider the question before the bids or proposals are due. The City prefers such questions to be through e-mail directed to the City Buyer's e-mail address. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Proposer of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Proposer to assure that they received responses to questions if any are issued.

7.3 Changes to the RFP/Addenda

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objectives in this acquisition. A change to this RFP will be made by formal written addendum issued by the City's RFP Coordinator. Addenda issued by the City shall become part of this RFP and included as part of the Contract. It is the responsibility of the interested Proposer to assure that they have received Addenda if any are issued.

7.4 Bid Blog

Our website has an option for those companies familiar with RSS Technology. You may opt to subscribe to an "RSS Feed" on our new Blog (titled "The Buy Line"). This is optional; it is for your convenience and recommended for those companies familiar with RSS technology. If you are not familiar and would like to learn, you may call the City Buyer for assistance. The RSS Feed technology provides alerts for updates, including addenda, or information that is posted on our blog for the solicitation you are interested in (<http://www.seattle.gov/purchasing/>).

7.5 Receiving Addenda and/or Question and Answers

The City will make efforts to provide courtesy notices, reminders, addenda and similar announcements directly to interested proposers. The City intends to make information available on the City website. The City website for this RFP and related documents that do not require submittal of a signed Nondisclosure Agreement is <http://www.seattle.gov/purchasing/pan.htm>. The sample maps for the LRDS Editor Replacement RFP that require submittal of a signed NDA will not be available on the website.

Notwithstanding efforts by the City to provide such notice to known Proposers, it remains the obligation and responsibility of the Proposers to learn of any addenda, responses, or notices issued by the City. Such efforts by the City to provide notice or to make it available on the website do not relieve the Proposer from the sole obligation for learning of such material.

All Bids and Proposals sent to the City shall be considered compliant to all Addenda, with or without specific confirmation from the Proposer that the Addendum was received and incorporated. However, the Buyer can

reject the Proposal if it doesn't reasonably appear to have incorporated the Addendum. The Buyer could decide that the Proposer did incorporate the Addendum information, or could determine that the Proposer failed to incorporate the Addendum changes and that the changes were material so that the Buyer must reject the Offer, or the Buyer may determine that the Proposer failed to incorporate the Addendum changes but that the changes were not material and therefore the Proposal may continue to be accepted by the Buyer.

7.6 -A Proposal Response Date and Location

- a) Proposals must be received into the City Purchasing Offices no later than the date and time given on ~~page 1 or as revised by Addendum~~
- b) The RFP response may be hand-delivered or must otherwise be received by the RFP Coordinator at the address provided, by the submittal deadline. Please note that delivery errors will result without careful attention to the proper address.

If delivered by the U.S. Postal Service, it must be addressed to:

Michael Mears
City of Seattle, City Purchasing
PO Box 94687
Seattle, WA 98124-4687

If delivered by a courier, overnight delivery or other service, address to

Michael Mears
City of Seattle, City Purchasing
Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042

- c) The submitter has full responsibility to ensure the response arrives at City Purchasing within the deadline. A submittal after the time fixed for receipt will not be accepted unless the lateness is waived by the City as immaterial based upon a specific fact-based review. Responses arriving after the deadline may be returned unopened to the Vendor, or the City may accept the package and make a determination as to lateness.

7.6-B Submittal Requirements

- a) Responses should be in a sealed box or envelope clearly marked and addressed with the RFP Coordinator, RFP title and number. If RFPs are not clearly marked, the Proposer has all risks of the RFP being misplaced and not properly delivered. The RFP Coordinator is not responsible for identifying responses submitted that are not properly marked.
- b) The City requires one **(1) hard-copy original and nine (9) hard-copies delivered** to the City. The City also requests one **(1) CD** containing the Proposer's entire response.
- c) Fax, e-mail and CD copies **shall not** be accepted as an alternative to the hard copy requirement. If a CD, fax or e-mail version is delivered to the City, the hard copy will take priority and be the official document for purposes of proposal review.
- d) Proposals should be prepared on standard 8 ½" by 11" 100% PCF paper printed double-sided. Copies should be bound with tabs identifying and separating each major section. Foldouts are permissible, but should be kept to a minimum. Manuals, reference material, and promotional materials must be bound separately.
- e) RFP responses should be tabbed and then stapled, with no binder or plastic cover or combed edging unless necessary to provide proper organization of large volume responses. The City prefers to limit use of binders and plastic covers, but acknowledges that responses of sufficient size may require a

binder for proper organization of the materials. If using a binder, use a recycled or non-PVC product.

- f) RFP responses shall be signed by an official authorized to legally bind the Proposer.
- g) The City will consider supplemental brochures and materials. Proposers are invited to attach any brochures or materials that will assist the City in evaluation.

7.7 No Reading of Prices

The City of Seattle does not conduct a bid opening for RFP responses. The City requests that companies refrain from requesting proposal information concerning other respondents until an intention to award is announced, ~~as a measure to best protect the solicitation process, particularly in the event of a cancellation or~~ resolicitation. With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information, as required by State Law.

7.8 Offer and Proposal Form

Proposer shall provide the response in the format required herein and on any forms provided by the City herein. Provide unit prices if appropriate and requested by the City, and attach pages if needed. In the case of difference between the unit pricing and the extended price, the City shall use the unit pricing. The City may correct the extended price accordingly. Proposer shall quote prices with freight prepaid and allowed. Proposer shall quote prices FOB Destination. All prices shall be in US Dollars.

7.9 No Best and Final Offer

The City reserves the right to make an award without further discussion of the responses submitted; i.e., there shall be no best and final offer procedure associated with selecting the Apparently Successful Proposer. Therefore, Proposer's Response should be submitted on the most favorable terms that Proposer can offer.

7.10 Contract Terms and Conditions

The contract terms and conditions adopted by City Purchasing are included in this RFP. This includes special provisions and specifications, as well as standard terms embedded on the last page of this RFP. Collectively, these are referred to as "Contract" in this Section, and the City will also incorporate the Proposer's proposal into the Contract as adopted by the City.

Proposer agrees, as a condition of submitting an RFP response, to enter into the Contract as provided in this RFP.

If Proposer is awarded a contract and refuses to sign the Contract as provided in this RFP, the City may reject and/or disqualify Proposer from future solicitations for this work. Proposers are to price and submit proposals to reflect the Contract provided in this RFP. Under no circumstances shall Proposer submit its own boilerplate of terms and conditions.

As such, if a Proposer seeks to modify any Contract provision, the Proposer must submit a request with its proposal, as an "Exception" for City consideration. The Proposer must provide a revised version that clearly shows their alternative contract language. The City is not obligated to accept the Exceptions. The City may accept some or all exceptions or may refuse. Exceptions that materially change the character of the contract may result in rejection of the proposal as non-responsive.

The City will not modify provisions mandated by Federal, State or City law, including but not limited to Equal Benefits, Audit (Review of Proposer Records), Affirmative Action, Confidentiality, and Debarment. Any exceptions to those items will be rejected. The City does not expect to change Indemnification and may reject all exceptions to Indemnification.

The City shall accept or reject exceptions, and will present a final contract for Proposer signature. The Proposer should be prepared to receive the contract for signature without discussion or negotiation.

Nothing herein prohibits the City from opening discussions with the highest ranked apparent successful Proposer, to negotiate modifications to either the proposal or the contract terms and conditions, in order to align the proposal or the contract to best meet City needs within the scope sought by the RFP.

If proposed, the City will not sign a licensing or maintenance agreement supplied by the Proposer. If the Proposer requires the City to consider otherwise, the Proposer is also to supply this as a requested exception to the Contract and it will be considered in the same manner as other exceptions.

7.11 Prohibition on Advance Payments, if Applicable

No request for early payment, down payment or partial payment will be honored except for products or services already received. Maintenance subscriptions may be paid in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

7.12 Taxes

The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City). Washington state and local sales tax will be an added line item although not considered in cost evaluations.

7.13 Interlocal Purchasing Agreements

These are for information and consent only, and shall not be used for evaluation. The City has entered into Interlocal Purchasing Agreements with other governmental agencies, pursuant to RCW 39.34. The seller agrees to sell additional items at the offer prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Proposer require additional pricing for such purchases, the Proposer is to name such additional pricing upon Offer to the City.

7.14 Equal Benefits

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether bidders provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The bid package includes a "Vendor Questionnaire" which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire. Instructions are provided at the back of the Questionnaire.

7.15 Women and Minority Subcontracting

The City intends to provide the maximum practicable opportunity for successful participation of minority and women owned firms, given that such businesses are underrepresented. The City requires all Proposers agree to SMC Chapter 20.42, and require proposals with meaningful subcontracting opportunities to supply an Inclusion Plan for including minority and women owned firms. The Inclusion Plan is embedded in Chapter 8. The City reserves the right to improve the Plan with the successful Proposer before contract execution. Good faith efforts to perform will be a material contract provision. Proposers should use whatever selection methods and strategies the Prime Bidder finds effective for successful WMBE participation. At the request of the City, Vendors must furnish evidence of the Vendor's compliance, including documentation such as copies of agreements with WMBE subcontractor either before contract execution or during contract performance.

7.16 Insurance Requirements

Formal proof of insurance is required to be submitted to the City before execution of the Contract, the City will remind the Apparent Successful Proposer in the Intent to Award letter. The Apparent Successful Proposer must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter.

Contracts will not be executed until all required proof of insurance has been received and approved by the City.

Proposers are encouraged to immediately contact their Brokers to begin preparation of the required insurance documents, in the event that the Proposer is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

7.17 Effective Dates of Offer

Proposer's submittal must remain valid until City completes award. Should any Proposer object to this condition, the Proposer must provide objection through a question and/or complaint to the RFP Coordinator prior to the proposal due date.

7.18 Proprietary Proposal Material

The State of Washington's Public Records Act (Release/Disclosure of Public Records)

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Seattle are considered *public records*. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://www.Leg.wa.gov/LawsAndAgencyRules>.

If you have any questions about disclosure of the records you submit with bids or proposals please contact City Purchasing at 206-684-4440.

Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally *exempt from disclosure* and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your proposal are exempt from disclosure, you can request that they not be released before you receive notification. To do so, you must complete the City Non-Disclosure Request Form ("the Form") in the Vendor Questionnaire embedded in Section 10. You should very clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will **not** withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal

obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will **not** assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that (those) record(s) you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the Proposer acknowledges this obligation; the Proposer also acknowledges that the City will have no obligation or liability to the Proposer if the records are disclosed.

Requesting Disclosure of Public Records

The City asks Proposers and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or resolicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law.

7.19 Cost of Preparing Proposals

The City will not be liable for any costs incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Proposer's participation in demonstrations and the pre-proposal conference.

7.20 Readability

Proposers are advised that the City's ability to evaluate proposals is dependent in part on the Proposer's ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

7.21 Proposer Responsibility

It is the Proposer's responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Proposers must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Proposers as set forth in the Washington Revised Statutes.

7.22 Changes in Proposals

Prior to the Proposal submittal closing date and time established for this RFP, a Proposer may make changes to its Proposal provided the change is initialed and dated by the Proposer. No change to a Proposal shall be made after the Proposal closing date and time.

7.23 Proposer Responsibility to Provide Full Response

It is the Proposer's responsibility to provide a full and complete written response, which does not require interpretation or clarification by the RFP Coordinator. The Proposer is to provide all requested materials, forms and information. The Proposer is responsible to ensure the materials submitted properly and accurately reflect the Proposer specifications and offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however this does not limit the right of the City to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

7.24 Errors in Proposals

Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Proposer's obligations to the City.

7.25 Withdrawal of Proposal

A submittal may be withdrawn by written request of the submitter, prior to the quotation closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the City.

7.26 Rejection of Proposals, Right to Cancel

The City reserves the right to reject any or all proposals at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

7.27 Incorporation of RFP and Proposal in Contract

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the Proposer.

7.28 Non-Endorsement and Publicity

In selecting a Proposer to supply to the City, the City is not endorsing the Proposer's products and services or suggesting that they are the best or only solution to the City's needs. Proposer agrees to make no references to the City or the Department making the purchase, in any literature, promotional materials, brochures, news releases, sales presentation or the like, regardless of method of distribution, without prior review and express written consent of the City RFP Coordinator.

The City may use Proposer's name and logo in promotion of the Contract and other publicity matters relating to the Contract, without royalty. Any such use of Proposer's logo shall inure to the benefit of Proposer.

7.29 Proposal Disposition

All material submitted in response to this RFP shall become the property of the City upon delivery to the RFP Coordinator.

7.30 Ethics Code

The Seattle Ethics Code was revised in June 2009 for City employees and elected officials. The Code covers certain vendors, contractors and consultants. Please familiarize yourself with the new code: http://www.seattle.gov/ethics/etpub/et_home.htm. Attached is a pamphlet for Vendors, Customers and Clients. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.



contractor-vendor brochure[1].pdf

No Gifts and Gratuities

Proposers shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Proposer. An example is giving sporting event tickets to a City employee that was on the evaluation team of a bid you plan to submit. The definition of what a "benefit" would be is very broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from Proposers. Promotional items worth less than \$25 may be distributed by the Proposer to City employees if the Proposer uses the items as routine and standard promotions for the business.

Involvement of Current and Former City Employees

If a Proposer has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to City

Purchasing of the current or former City official, employee or volunteer's name. The Vendor Questionnaire within your bid documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Proposer is to be aware and familiar with the Ethics Code, and educate Proposer workers accordingly.

Contract Workers with more than 1,000 Hours

The Ethics Code has been amended to apply to Proposer company workers that perform more than 1,000 cumulative hours on any City contract during any 12-month period. Any such Proposer company employee covered by the Ethics Code must abide by the City Ethics Code. The Proposer is to be aware and familiar with the Ethics Code, and educate Proposer workers accordingly.

No Conflict of Interest

Proposer (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Proposer/Vendor performance. The City shall make sole determination as to compliance.

7.32 Trial Period and Right to Award to Next Low Proposer

A 120-day trial period shall apply to contract(s) awarded as a result of this solicitation. During this trial period, the Vendor must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of the service, the City's decision shall prevail. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive Proposer by mutual agreement with such Proposer. Any new award will be for the remainder of the contract scope and timeline and will also be subject to this trial period.

8 PROPOSAL FORMAT AND ORGANIZATION

Before submitting your proposal, make sure your company is registered in the City Registration System. Women and minority owned firms are asked to self-identify. Call 206-684-0444 for assistance. Register at <http://www2.seattle.gov/VendorRegistration/>.

Legal Name: Many companies use a "Doing Business As" name, or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, be sure to use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State's Office. Go to <http://www.coordinatedlegal.com/SecretaryOfState.html>.

Submit your proposal in the following format and attachments as follows:

NOTE: To open the embedded document, double click on the icon.

1. **Cover Letter**
2. **Legal Name Verification:** Enclose a certificate, copy of the web page, or other proof of the legal name of your company from your Secretary of State.

3. **Vendor Questionnaire:** This response is mandatory. Submit the following with your proposal package. Be sure to submit this, even if you have sent on in to the City on previous solicitations or contracts.



Vendor
Questionnaire 12-10-

4. **Minimum Qualifications:** This response is mandatory. The determination that you have achieved all the minimum qualifications may be made from this document and therefore the RFP Coordinator is not obligated to check references or search other materials to make this decision.



VIMS Minimum
Qualifications.doc

5. **Mandatory Technical Requirement:** This response is mandatory. The determination that you have achieved the mandatory technical requirement may be made from this document alone and therefore the RFP Coordinator is not obligated to check other materials to make this decision.



VIMS Mandatory
Technical Requirement

6. **Technical Response:** This response is mandatory. The City requires that you complete the embedded Technical Response. You may include additional material which supports the answers provided in this document.



VIMS Technical
Response.xlsx

7. **Management Response:** This response is mandatory.



VIMS Management
Response.doc

8. **Pricing Response:** This response is mandatory. Proposer's response shall conform to the format of the following template.



VIMS Pricing
Response.doc

9. **Inclusion Plan:** This response is mandatory.



Inclusion Plan
Form_12-15-10.doc

10. **Acceptance & Exceptions to City Contract:** Provide a one-page statement that confirms acceptance to the Contract Terms and Conditions, Attachment #2 after complete review as needed by the Proposer. If the Proposer has a legal office that must review contract prior to signature, the Proposer must clearly confirm that such review is complete.

If Proposer desires exceptions to the City Contract, attach the City Contract that shows the alternative contract language (print out a version with your suggested new language clearly displayed in a track changes mode). You must provide the alternative language, and not simply list an exception you wish to discuss. You may attach a narrative of why each change is to the benefit of the City and any financial impact. Also attach any licensing or maintenance agreement supplements.

As stated earlier in the RFP instructions, the City will not allow a Best and Final Offer. The City will review the proposed language, and will thereupon either accept or reject the language. The City will then issue a contract for signature reflecting City decisions. Any exceptions or licensing and maintenance agreements that are unacceptable to the City may be grounds for rejection of the proposal.

Submittal Checklist. Each complete proposal submittal to the City must contain the following:

Cover Letter		
Legal Name		
Vendor Questionnaire	Mandatory	
Minimum Qualification Statement	Mandatory	
Mandatory Technical Requirements	Mandatory	
Technical Response	Mandatory	
Management Response	Mandatory	<p>Attachments: <i>These attachments are to be provided in the Management Response. If the necessary attachments are not included or are incomplete, the City may reject your proposal or may require the Proposer to submit the missing information within a specified deadline.</i></p> <ul style="list-style-type: none"> • Company Experience Statement • Company Organization Chart • Company's Dunn & Bradstreet report • Current Commitments • Previous Experience and References • Terminations • Prime Contractor • Project Manager Experience • Key Staff Roles and Responsibilities • Key Staff Experience • Location of Key Staff or Project

		Team <ul style="list-style-type: none"> • Key Staff Assignment Priority • Proposed Approach to Implementing the Contract
Pricing Response	Mandatory	
Inclusion Plan	Mandatory	
City Contract Acceptance & Exceptions	Required, if applicable	

9. EVALUATION PROCESS

The evaluation shall be conducted in a multi-tiered approach. Proposals must pass through each step to proceed forward to the next round. Those found to be outside the competitive range in the opinion of the evaluation team will not continue forward to the next evaluation tier. Only the vendors advancing to Round 4 will be offered the opportunity to interview. Proposers will be evaluated based on the following criteria:

Round 1 – Minimum Qualifications and Responsiveness. City Purchasing shall first review submittals for initial decisions on responsiveness and responsibility. Vendor Questionnaire, Equal Benefits, Minimum Qualifications and other elements of responsiveness will be screened in this Step. Those found responsive and responsible based on this initial review shall proceed to Round 2.

Round 2 – Mandatory Technical Requirements. The City will then review submittals for initial decisions on responsiveness to the mandatory technical requirements. Those found responsive based on this initial review shall proceed to Round 3.

Round 3 – Management, Technical, Pricing and Inclusion Plan Scoring. The City will evaluate proposals that successfully pass through the previous two rounds. The City will evaluate proposals using the criteria below. Responses will be evaluated and ranked. Those proposals that cluster within a competitive range in the opinion of the evaluation team shall continue to Round 4.

Round 4 – Interview and References of Top Ranked Proposers. After the selection of finalists, Seattle, at its sole option, may require that vendors who remain active and competitive provide an interview in Seattle. Should only a single vendor remain active and eligible to provide an interview, the City shall retain the option to proceed with an interview or may waive this Round in full. If the interview score is not within the competitive range, the City may eliminate the vendor and discontinue scoring the vendor for purposes of award.

The Proposer is to submit the list of names and company affiliations to the Buyer prior to the interview. Proposers invited to an interview are to bring the assigned Project Manager that has been named by the Proposer in the Proposal, and may bring other key personnel named in the Proposal. The Proposer shall not, in any event, bring an individual who does not work for the Proposer or for the Proposer as a subcontractor on this project, without specific advance authorization by the City Buyer. For those Proposers that remain active in Round 4, the points received in this Round will be added to the points in Round 3 to determine the ranking of the proposals for Round 5.

In addition to the interview, references will be evaluated on a pass/fail basis. At the option of the City, those companies receiving a failed reference may be disqualified from further consideration. The City may use any former client, whether or not they have been submitted by the company as references, and the City may choose to serve as a reference if the City has had former work or current work performed by the company. Although the City anticipates completing reference checks at this point in the process, the evaluation committee may contact the client references of the companies or other sources in addition to those specifically provided by the Company, at any time to assist the City in understanding the service.

Criteria	Total Possible Points
Management Response	150
Technical Response	500
Pricing Response	250
Inclusion Plan	100
Interview	200
TOTAL	1,200

Repeat of Evaluation Steps: If no Proposer is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. In such event, the City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if it decides no proposals meet its requirements.

Points of Clarification: Throughout the evaluation process, the City reserves the right to seek clarifications from any Proposer.

Round 5 – Identify Apparent Successful Vendor. Based on the aforementioned evaluation processes, the evaluation committee will produce a ranking of the finalist vendors. They will evaluate any other findings or factors deemed appropriate for this acquisition and then select and announce the apparent successful vendor.

Round 6 – Negotiations. The City will initiate contract negotiations with the apparent successful vendor. The apparent successful vendor will work with the City's project staff to develop a Statement of Work (SOW), and a project plan to the level of detail that will reduce uncertainty to a minimal level. The SOW and the project plan will become part of the contractual term for performance by the vendor. The Contract will be executed upon the vendor's satisfactory completion of negotiations. If negotiations cannot be completed to mutual satisfaction within 15 calendar days or in an otherwise reasonable time frame in the opinion of the City, then the City retains the sole option to terminate negotiation. In such an event, the City reserves the right to name another apparent successful vendor and restart with the new vendor or to terminate the RFP process.

The City may repeat any or all evaluation rounds if no vendor is selected at the conclusion of the evaluation. The City reserves the right to terminate the process if it decides no proposals meet its requirements.

10. AWARD AND CONTRACT EXECUTION INSTRUCTIONS

The City RFP Coordinator intends to provide written notice of the intention to award in a timely manner and to all Proposers responding to the Solicitation. Please note, however, that there are time limits on protests to bid results, and Proposers have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

Protests and Complaints:

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP process. Please see the City website at <http://www.seattle.gov/purchasing/pan.htm> for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the City.

Instructions to the Apparently Successful Vendor(s):

The Apparently Successful Proposer (Vendor) will receive an Intention to Award Letter from the RFP Coordinator after award decisions are made by the City. The Letter will include instructions for final submittals that are due prior to execution of the Contract.

If the Vendor requested exceptions per the instructions (Section 7.10), the City will review and select those the City is willing to accept. There will be no discussion on exceptions.

After the City reviews Exceptions, the City may identify proposal elements that require further discussion in order to align the proposal and contract fully with City business needs before finalizing the agreement. If so, the City will initiate the discussion and the Vendor is to be prepared to respond quickly in City discussions. The City has provided no more than 15 calendar days to finalize such discussions. If mutual agreement requires more than 15 calendar days, the City may terminate negotiations, reject the Proposer and may disqualify the Proposer from future submittals for these same products/services, and continue to the next highest ranked Proposal, at the sole discretion of the City. The City will send a final agreement package to the Vendor for signature.

Once the City has finalized and issued the contract for Vendor signature, the Vendor must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Vendor fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Vendor, or cancel or reissue this solicitation.

Cancellation of an award for failure to execute the Contract as attached may result in Proposer disqualification for future solicitations for this same or similar product/service.

Checklist of Final Submittals Prior to Award:

The Vendor(s) should anticipate that the Letter will require at least the following. Vendors are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

- Ensure Seattle Business License is current and all taxes due have been paid.
- Ensure the company has a current State of Washington Business License.
- Supply Evidence of Insurance to the City Insurance Broker, if applicable
- Proof of certified reseller status (if applicable)
- Supply a Taxpayer Identification Number and Federal W-9 Form

Taxpayer Identification Number and W-9:

Unless the apparently successful Proposer has already submitted a fully executed Taxpayer Identification Number and Certification Request Form (W-9) to the City, the apparently successful Proposer must execute and submit this form prior to the contract execution date.



W-9_Form.pdf

ATTACHMENTS

The following documents have been embedded within this document. To open, double click on icon.

Attachment #1: Insurance Requirements



VIMS Insurance
Requirements.doc

Attachment #2: Contract & Terms and Conditions



VIMS Contract Terms
& Conditions.doc

Attachment #3: 2011 Impound Data



2011ImpoundData.p
df

Attachment #4: Records & Performance Reports Required



Records&Performanc
eReportsRequired.pdf

Attachment #5: Disposition of Unclaimed Personal Belongings



DispositionofUnclaim
edPersonalBelongings

Attachment #6: Claims for Payment, Administrative Fees & Monthly Statistical Reporting



ClaimsAdminFeesand
MonthlyStatReporting

Attachment #7: City Established Fees & Rates



CityEstablishedFees
&Rates.pdf

EXHIBIT B

Tokunaga, Pam

From: Locke, Nancy
Sent: Friday, October 19, 2012 10:00 AM
To: Movius, Denise; Podesta, Fred; Peyer, Lisa; Carey, Doug; Tokunaga, Pam
Subject: RE: Interpretation of RCW 46.55.020

The RFP is on hold; our short list candidates have been asked to hold and wait until further notice.

-N

From: Movius, Denise
Sent: Friday, October 19, 2012 9:57 AM
To: Podesta, Fred; Locke, Nancy; Peyer, Lisa; Carey, Doug
Subject: Interpretation of RCW 46.55.020

Carlton put in a call to the AGs office yesterday. He is out today so it will be sometime next week before we hear anything.

D