KITTITAS COUNTY PUBLIC UTILITY DISTRICT #1
REQUEST FOR PROPOSAL (RFP) #17-013
November 2017 – April 2019

Kittitas County Public Utility District #1 ("District") is requesting proposals for snow plowing and removal services for the District headquarters and substation locations, including all labor, equipment and material necessary for the various services required. The District’s needs are outlined in the following Request for Proposal ("RFP").

Contractors submitting a proposal must be on the District’s active Vendor List (visit the District website at www.kittitaspud.com to register).

I. INSTRUCTIONS TO CONTRACTORS
A. All proposals must be addressed to:
   Kittitas County Public Utility District #1
   1400 Vantage Highway
   Ellensburg, WA 98926
   (509) 933-7200
B. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: “2017-19 Snow Plowing and Removal”. The name and address of the proposing contractor must be shown on the face of the envelope.
C. All proposals must be received by 3:00 pm on Thursday November 16, 2017 at which time they may be opened. No facsimile, electronic or telephone proposals will be accepted. Proposers are cautioned that failure to comply may result in non-acceptance of the offer.
D. Property locations Exhibit B
E. Proposal Submittal is included as Exhibit C.
F. The Contract template is included as Exhibit D.

II. SCOPE OF SERVICES
The scope of service is attached herein as Exhibit A.

III. TERMS AND CONDITIONS
A. This proposal will be a Two-year contract beginning upon execution and ending on April 30, 2019.
B. The District reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
C. The District reserves the right to request clarification of information submitted, and to request additional information from any proposer.
D. The District reserves the right to award any contract to the next most qualified proposer, if the successful proposer does not execute a contract within fifteen (15) days after award of proposal.

E. The District may require proof of cost for materials/parts, at which time the contract will be required to provide a copy of the original purchase invoice showing the wholesale cost of the material/part.

F. The District may require quotes for materials/parts with a retail cost greater than $2,500. The contractor will be required to provide three sources for the material/part for quotes if the District requires the quotes, in accordance with District policy.

G. The District reserves the right to utilize the services from other businesses for specific services that may be specialized. The executed contract with the District does not insinuate a sole service contract.

H. The contract resulting from acceptance of a proposal by the District shall be in a form supplied by the District and shall reflect the specifications in this RFP.

IV. COMPENSATION

Payment by the District for the services will only be made after the services have been performed and accepted by authorized District representatives. The District requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the District to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the District as described in Exhibit A under Repair Order. Monthly statements shall be submitted by the 10th of the following month with a listing of all Repair Order Numbers, cost, and date identified. Payment will be made thirty (30) days after receipt of the monthly statement. Discount periods must be extended if the billing invoice is returned for credit or correction. Statements shall be submitted on a monthly basis for work completed.
Exhibit A

Scope of Work

Snow removal services at the District headquarters located at 1400 Vantage Highway, Ellensburg, Washington.

Locations of desired services are as follows and shown on Exhibit A:

- Snow plowing entrance roads and parking lots
- Snow plowing material yard (fenced) – access with KPUD personnel

Requirements and specifications:

- Snow removal shall begin with a minimum accumulation of 2”
- Depending on weather conditions, it is required to have all services completed by 8:00 a.m. Monday through Friday.
- Weekend and Holiday services are not required, unless the accumulation is over 6”. However, services shall be completed by 8:00 am the next working day.
- The access to the material yard shall not be blocked by snow removal operations.
- Snow storage area shall be as shown on Exhibit A or agreed upon locations.
- Substation driveways and entrances by request. Not inside of substation.
- Once snow piles have accumulated to no more than 10 cubic yards snow must be removed from premises.
- Washington State Prevailing Wages are not required for this proposal.
- Payment shall be on a “per event” basis, meaning snow removal after a snow event.
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>GPS Latitude</th>
<th>GPS Longitude</th>
<th>Snow Removal Notes</th>
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<tbody>
<tr>
<td>Headquarters</td>
<td>1400 Vantage Hwy, Ellensburg</td>
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<tr>
<td>Teanaway</td>
<td>4961 State Route 97, Cle Elum</td>
<td>47°10’51” North</td>
<td>120°51’14” West</td>
<td>Substation Driveway and Entrances, by request</td>
</tr>
<tr>
<td>Ellensburg</td>
<td>1212 W Dollarway, Ellensburg</td>
<td>46°59’57” North</td>
<td>120°33’49” West</td>
<td>Substation Driveway and Entrances, by request</td>
</tr>
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<td>Parke Creek</td>
<td>14302 Vantage Hwy, Ellensburg</td>
<td>47°0’3” North</td>
<td>120°20’49” West</td>
<td>Substation Driveway and Entrances, by request</td>
</tr>
<tr>
<td>Jenkins</td>
<td>13820 Naneum, Ellensburg</td>
<td>47°7’24” North</td>
<td>120°28’49” West</td>
<td>Substation Driveway and Entrances, by request</td>
</tr>
<tr>
<td>Smithson</td>
<td>8542 Smithson Rd, Ellensburg</td>
<td>47°6’5” North</td>
<td>120°32’31” West</td>
<td>Substation Driveway and Entrances, by request</td>
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<tr>
<td>Description</td>
<td>Proposal (Per Event)</td>
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<td>Snow removal entrance roads and parking lots 2” to 6”</td>
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<td>Snow removal entrance roads and parking lots over 6”</td>
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<td>Snow removal material yard (fenced) 2” to 6”</td>
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<td>Snow removal material yard (fenced) over 6”</td>
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<td>Substation Driveways and entrances, by request</td>
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<td>Accumulation Removal ≥ 10 cu. yards</td>
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Exhibit D
SERVICES AGREEMENT
KITTITAS PUBLIC UTILITY DISTRICT NO. 1
FOR 2017-18, 2018-2019 WINTERS

The KITTITAS PUBLIC UTILITY DISTRICT NO. 1, hereinafter the “District” located at 1400 Vantage Highway, Ellensburg, Washington 98926, and_______________________________, hereinafter the “Contractor”, in consideration of the mutual covenants herein, do hereby agree as follows:

I. PURPOSE: Snow Removal Services in accordance with RFP 17-013

II. TERM OF AGREEMENT: Notwithstanding the date of execution hereof, this Agreement shall be in effect from November 2017 through April 2019.

III. LIAISON: The District’s General Manager Matt Boast is responsible for this agreement. The Contractor’s responsible person is ____________________________

IV. SCOPE OF WORK: See Exhibit “A” attached and incorporated herein by this reference.

V. PAYMENT: Payment shall be made in accordance to Exhibit “B” attached and incorporated herein by this reference. Payments will be made on a monthly basis. The Contractor will submit an invoice detailing work completed, including dates.

VI. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from, that provided for in the Request for Proposal shall be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.

VII. ACCOUNTING AND AUDIT: The Contractor agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the District or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the District shall designate.

VIII. LIABILITY AND INSURANCE: The Contractor agrees to defend the District, hold it harmless, and indemnify it as to all claims, suites, costs, fees and liability arising out of the acts or work of the Contractor, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. Contractor will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the District shall be named as additional insured (with any endorsement required by the policy):
a. Workers Compensation  
   Statutory Amount
b. Broad Form Comprehensive General Liability  
   $1,000,000 per occurrence  
   $2,000,000 aggregate
c. Automobile Liability  
   $1,000,000

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers’ compensation acts.

An insurance certificate showing the coverage required under this paragraph VIII will be submitted to the District prior to Notice to Proceed.

IX. COMPLIANCE WITH LOCAL LAWS: The Contract shall be duly licensed and comply with all applicable laws, ordinances, and codes of the State and local governments.

X. TERMINATION:
   d. Should either party hereto believe that the other has failed to substantially perform all or part of its obligations under the Agreement, it shall deliver written notice that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to reasonable satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Contractor shall be paid an amount, in the discretion of the Project Manager, which takes into account actual costs incurred by the Contractor in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the District of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the District of the project work which has been performed to the date of termination. In no event shall the Contractor receive an amount based on anticipated profit on unperformed services or other work.
   e. On the giving of notice of termination by either party, Contractor shall immediately begin winding down its services in anticipation of the termination.
   f. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor’s business entity hereby agree to complete the work under the terms of this Agreement if requested to do so by the District in the District’s sole discretion.
   g. Termination of this Agreement shall not prevent the District from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive the termination.
XI. **ASSIGNMENT:** Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

XII. **VENUE STIPULATION:** This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to the interpretation and performance without recourse to any principles of Conflicts of Laws. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Kittitas County Superior Court, Ellensburg, Washington.

XIII. **STATUS OF CONTRACTOR:** Neither Contractor nor personnel employed by the Contractor shall acquire any rights or status in the District’s employment, nor shall they be deemed employees or agents of the District for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker’s compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, maintains a separate set of books and records for such business, and has established or will, by beginning of performance hereunder, establish an account with the State Department of Revenue and have received a unified business identifier number.

XIV. **NOTICE:** Any notice required to be given under the terms of this Agreement shall be direct to the party at the address set forth herein below:

**District:**

Kittitas Public Utility District No. 1  
1400 Vantage Highway  
Ellensburg, WA 98926  
Attn: Matt Boast, General Manager

**Contractor:**

__________________________________  
__________________________________  
__________________________________  
__________________________________

Any notice given pursuant to this Agreement shall be delivered personally, sent by overnight courier or mailed by registered or certified mail to the addresses above or to such other address as a party shall from time to time advise in writing. If mailed, a notice shall be deemed received three (3) business days after the postmark affixed on the envelope by the United States Post Office.
XV. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by duly executed document in writing pursuant to this Agreement.

EXECUTED, this the _____ day of ________________________, 2017, for the Contractor:

____________________________________________________
Contractor Signature:

____________________________________________________
Contractor Title:

EXECUTED, this the _____ day of ________________________, 2017 for the District:

____________________________________________________
Matt Boast, General Manager