



REQUEST FOR PROPOSAL

FOR

FMATS Transition Plan

RFP #17-01

Issue Date: March 3, 2017

Pre-Proposal Conference: March 8, 2017 9-10 AM
City of Fairbanks, Council Chambers
Teleconference: 907-459-6769

Pre-Proposal Question Deadline: March 13, 2017 11AM

Proposal Deadline: March 23, 2017 4PM

Proposal Delivery Location: City Clerk's Office
800 Cushman Street
Fairbanks, Alaska 99701

Proposal Review: March 24, 2017 2:00 PM

Purchasing Contact: Kerry Kirby, Purchasing Agent
Phone: 907.459.6730
Email: kkirby@fairbanks.us

This is not an order. The attached terms and conditions shall become part of the contract resulting from this Request for Proposal. Proposals shall be submitted in the indicated format. Original signatures must be submitted on the form provided herein.

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**Announcement
Request for Proposal**

The City of Fairbanks is requesting proposals from firms qualified and interested in providing:

FMATS Transition Plan

RFP NUMBER 17-01

DESCRIPTION: The City of Fairbanks is requesting proposals for a Transition Plan for the Fairbanks Metropolitan Area Transportation System (FMATS) Office.

PROPOSAL DOCUMENTS: A copy of this RFP can be obtained on the City of Fairbanks website, www.fairbanksalaska.us. It is the Offeror's sole responsibility to check this website for additional information and / or addendums. Any RFP may also be requested by contacting the Purchasing Agent listed in this document. If you have any questions call the Purchasing Agent listed in this document.

Sealed proposals are due PRIOR to the deadline noted above. Sealed proposals must be delivered to the City of Fairbanks, City Clerk's Office, located at 800 Cushman Street, Fairbanks, Alaska 99701. Late proposals will not be accepted – NO EXCEPTIONS. It is the Offeror's responsibility to confirm the proposal documents are received.

PUBLISHED: Fairbanks Daily News Miner on March 4 and March 5, 2017

Section 1 – Instructions

1. **Communications:** The only communication concerning modifications, clarifications, questions, amendments, and addendums will be processed through the Purchasing Agent listed on the cover page. No contact with any other agents of the City is permitted, and will be grounds for disqualification. Any exceptions to this will be clarified in this document.
2. **Pre-Proposal Questions and Information:** If an Offeror finds a discrepancy, error, or omission in this document they are instructed to contact the Purchasing Agent, listed on the cover page, who will issue written clarification that can be sent to all prospective Offerors. The City is not responsible for any oral instructions or communications with any other agents of the City except for the Purchasing Agent. All questions must be submitted to the Purchasing Agent by the deadline listed on the cover page of this document. All answers will be issued in a written format.
3. **Pre-Proposal Meeting:** A pre-proposal meeting **will** be held for this RFP. The date, time, and location are listed on the cover page of this document. Project Managers and other staff may be available at this meeting to answer questions that have been submitted. Additional questions may be answered at this meeting and, if so, they will be documented and issued in an addendum. All questions and answers will be formalized and issued in an addendum. Attendance at this meeting is **strongly encouraged**.
4. **Modifications:** Clarifications, questions, amendments, and addendums may be made to this document by the City at any time prior to the proposal submittal deadline. It is the Offeror's sole responsibility to check the City website for these updates and or addendums.
5. **Proposal Submission:** All required documents must be submitted in an enclosed sealed envelope, box, or package and clearly marked with the RFP title, RFP number, submittal date and time, and the Offeror's company name, address, phone number and contact name. Submit three (3) copies. See example below.

Offeror's Company Name	
Address	
Phone Number	
Contact Name	
	FMATS Transition Plan
	RFP Number 17-01
	March ____, 2017 _____

All must be delivered to the City Clerk's office at 800 Cushman Street, Fairbanks, Alaska 99701 prior to the deadline listed on the cover page of this document. This responsibility rests entirely on the Offerors, regardless of delays with mailing or any other reasons. Proposals can be accepted by the Clerk's office Monday – Friday between 8:00am – 5:00pm, except for City Holidays, which are listed on the City of Fairbanks' website. The Clerk's time stamp is the official time stamp of delivery.

- a. The accepting and opening of a proposal document does not constitute the City's acceptance of the Offeror as a responsive and responsible Offeror. By accepting and opening of a proposal, the City presumes the Offerors are familiar with the proposal documents and agree and understand all requirements in this document.
 - b. All prices and notations must be typed or written in ink. The Price Form should be submitted separately in a sealed envelope and clearly marked Price Form. Pencil markings will not be accepted. Any mistakes must be crossed out and initialed by the person signing the proposal.
 - c. Proposals will not be accepted via facsimile or email. Any electronic means will not be accepted unless specifically specified in this document.
 - d. All costs associated with preparation and presentation of this proposal are the Offeror's responsibility. No pre-proposal costs will be reimbursed to any Offerors. All documentation submitted to the City will become property of the City.
6. **Confidentiality and Proprietary Information:** If any information is confidential, it should be placed in a separate sealed envelope and marked CONFIDENTIAL. If any information is proprietary, an original shall be delivered which is clearly marked PROPRIETARY and an additional copy shall be submitted omitting the proprietary information for City use. The copy containing proprietary information will be solely for City use and then disposed of after the proposal is awarded. The omitted copy will remain on file and part of the RFP documents for future use or records requests.
7. **Exceptions:** Any exception must be clearly defined and referenced to the proper section or paragraph of this document. The exception must include the Offeror substitution language and explanation as to the reason why this would provide an equivalent or better service or product. If no exceptions are explained in this proposal submittal, the City will assume the Offeror can perform accordingly. Any proposals not meeting all requirements will be rejected.
8. **Bid Guarantee:** Per the Fairbanks General Code Sec. 54-163, bid security is required for all construction contracts. Bid security must be in an amount equal to at least:
- a. Ten percent (10%) of bid amount if bid amount does not exceed \$100,000; or
 - b. Ten percent (10%) of the first \$100,000 and five percent (5%) of the amount of the bid over \$100,000, up to a maximum of \$200,000 in security.
9. **Duplicate Proposals:** The City will only accept one (1) proposal per Offeror, including its subsidiaries, affiliated companies, organizations, or franchises. If multiple proposals are received from the same Offeror, all proposals from the Offeror will be rejected.
10. **Withdrawal or Corrections:** Proposals may be withdrawn by written notice prior to the submittal deadline. Corrections may be made to proposals submitted if prior to the submittal deadline.

11. **Rejection:** The City reserves the right to reject any or all proposals and to waive any minor informalities or irregularities in proposals received, if it is determined by the Purchasing Agent that it is in the City's best interest to do so. If Offerors fail to provide any requested information in the consideration stage of the evaluation process, their proposals can be rejected. The City may reject any proposals from Offerors who are in arrears or in default to the City on any contract, debt, or other obligation. The City may reject a proposal if the Offeror has been debarred per Fairbanks General Code Sec. 54-297, or has violated any other section of the Fairbanks General Code. The City may reject a proposal if the Offeror has been debarred by the State of Alaska or any Federal agency. The City has the right to reject all non-conforming, non-responsive, and unbalanced proposals. Discrepancies in the multiplication of unit price and quantity will be resolved in favor of unit price, as the requested quantities remain the same.
12. **Procurement Policy:** Procurement for the City is based on the Fairbanks General Code Sec. 54 – Procurement and any applicable State of Alaska statutes. The Fairbanks General Code is available online at www.fairbanksalaska.us.
13. **Non-Discrimination:** The City will not contract with any persons or entities that discriminate against employees or applicants for any reasons other than those related to job performance. All prospective Offerors will comply with all Federal, State, and local laws and policies that prohibit discrimination in the workplace. The City will not discriminate because of race, religion, color, national origin, ancestry, sex, sexual orientation, age, marital status, change in marital status, pregnancy, parenthood, physical or mental disabilities, genetic information, or political affiliation.
14. **Proposal Signatures:** An authorized official must sign all proposal documents. This signature will represent the company or entity and their ability to commit to the requirements in this document.
15. **Contract Award:** The City has the right to award by item, group of items, total proposal, or any combination found to be in the best interest of the City. The City also reserves the right to contract with multiple entities for the same or like goods or services, if it is found to be in the City's best interest. The Offeror who the Notice of Award is made to will be notified at the earliest possible date. Notice of Intent to Award and actual Award will be submitted to the Offeror in writing. After receipt of Notice of Award, or the Notice to Proceed for all construction projects, the Offeror will execute and perform said contract.
16. **No Response:** If Offerors do not respond to this document, the City will continue to keep Offerors' information for future proposals unless they specifically ask to be removed from the Bidders list.
17. **Public Records:** All proposals are subject to public records requests after award, with the exception of confidential and proprietary information. See paragraph 6 above for more information.
18. **Local Bidder Preference:** Per Fairbanks General Code Sec. 54-168, the awarding authority may award a contract based on solicited bids to the lowest responsive and responsible Bidder, after a local Bidders

preference has been applied. Local Bidder preference is the lesser of 5% or \$50,000 for a construction contract and 5% or \$5,000 for any other contract. Local Bidder preference does not apply to bids involving federal funds. – **Not applicable to this solicitation** –

19. **Disqualification of Offerors:** Any one or more of the following reasons may cause proposals to be rejected:
 - a. Communication with any other employees or agents of the City of Fairbanks during the RFP process, excluding those specifically listed in this document.
 - b. Evidence of collusion or other anticompetitive practices among Offerors.
 - c. Lack of competency as revealed by financial, experience, or equipment statements.
 - d. Lack of responsibility as shown by past work with the City of Fairbanks.
 - e. Uncompleted work under other current contracts which in the judgment of the City of Fairbanks, may prevent the prompt completion of additional work in this document.
20. **Discussions:** Discussion with Offerors may commence after opening of all proposals to further clarify and or assure full understanding of solicitation requirements.
21. **Subcontractors:** All Offers must disclose any and all subcontractors regardless of the dollar amount and the services they will provide within 7 days of Notice of Intent to Award. The list must include the company or subcontractor's name, business location, and evidence of the subcontractor's state business license.
22. **Offeror's Responsibilities:** The Offeror must be capable of providing all goods or services in this document, described in Section 2 – Specifications and / or Scope of Services. The Offeror must maintain these qualities until completion of the contract. If requested by the City, Offeror may be required to provide proof that Offeror is the manufacturer or an authorized dealer or re-seller. City requires manufacturer's warranty with all first holder benefits when applicable. The successful Offeror is responsible for all goods and services in this document whether they are provided or performed by successful Offeror or their subcontractor.
23. **City Participation:** The City of Fairbanks will provide appropriate personnel to support the successful Offeror during the course of the contract. The Project Manager will be named in this document or the Purchasing Agent will act as contact until additional personnel are named specifically.
24. **Disclosure of Contents:** All information in this document will be held in confidence and not discussed with other Offerors until award. All proposals become the property of the City upon opening. Please review paragraph 6 above for additional information.
25. **Unusual Circumstances:** Where any unusual circumstances unforeseen by the City or the Contractor and which significantly affect the Contractor's ability or cost in providing goods or services, the

Contractor may request cancellation of contract or adjustment to the costs. Significantly in this paragraph is defined as being beyond the control of the Contractor. The request must be documented in writing and may be denied.

26. **Contract Commencement:** Commencement of a contract shall not begin until all necessary documents are received and reviewed, all City approvals have been completed, including City Council approval for projects over \$250,000, and a purchase order is complete. Commencement of a contract without these requirements will be at the Offeror's sole risk and not compensated by the City.

Section 2 – Specifications and/or Scope of Work

Introduction: Through this solicitation, the City invites Offerors who meet the qualifications and specifications in this document to submit bids or proposal for the following purpose:

The Fairbanks Metropolitan Area Transportation System (FMATS) Office, is seeking professional services to prepare an organizational study and recommendations for structure, housing and benefits of the Metropolitan Planning Organization (MPO). An Organizational Study for FMATS was conducted in 2006 and 2007 and the structure and operations of the MPO have generally followed the recommendations of that study. That study can be found at: http://fmats.us/wp-content/uploads/2012/08/5-fmats_org_study_final.pdf.

The organizational study will look at the strategic goals, vision and operations of the MPO as it relates to federal requirements. Evaluate and make recommendations to refine the organization's mission, purpose, strategic goals and identify key tasks necessary to meet those goals. Develop methodology to measure the success of the organization and recommend a structure for the organization.

General Information: The current structure of FMATS is a hosted MPO housed by the City of Fairbanks under the terms of the *Memorandum of Understanding for Implementation of a FMATS Coordinator's Office in the Metropolitan Area of the Fairbanks Metropolitan Planning Organization (MOU)*. As currently organized, the Staff of the FMATS office are union members, as are most employees at the City of Fairbanks City Hall location. Current health insurance options are limited and very costly so it may be difficult to retain staff and attract new staff as FMATS' Coordinator (now Executive Director) phases out of the MPO.

1. **Qualifications:** Offerors will be deemed non-responsive and rejected without any further evaluation if they do not meet the following mandatory qualifications:
 - Direct experience working with MPOs
 - Direct experience in evaluating the vision and goals of an organization and determining the optimal organizational structure, relationships and resources required to be successful.
 - Examples of and references for similar studies

2. **Scope of Services:**

- A. Contractor Responsibilities

Task 1 – Evaluate the operations of the MPO relative to the recommendations of the 2007 Organizational Study and provide a comparison between the recommendations and the actual operations, a gap analysis, of FMATS. Review the Operating Agreement, Bylaws, strategic goals and FMATS' mission and the documents cited above.

Task 2 – Identify the deficiencies in the current structure of the MPO and provide specific recommendations to achieve a more sustainable organization. Alternatives to be evaluated are to continue as a hosted MPO (after evaluation of multiple options) or the establishment of a non-profit MPO or a hybrid scenario. Review other similar MPO structures.

Task 3 – Research current FMATS MPO budget and expenditures, prepare budget recommendations for the MPO, including but not limited to office space, personnel costs, contractual services, supplies, vehicle, advertising, utilities, meetings and training. Present the findings to the Technical Committee and Policy Board.

Task 4 – Determine duties and responsibilities of the FMATS staff through interviews with the staff, Alaska Department of Transportation and Public Facilities (DOT&PF) Planning Staff, FNSB Transportation Planner and select Technical Committee and Policy Board members and how they relate to the strategic mission and goals of the organization. Identify the existing relationships between the MPO and its agency partners (DOT&PF, City of Fairbanks, City of North Pole, Fairbanks North Star Borough, Alaska Railroad, University of Alaska Fairbanks, Alaska Department of Environmental Conservation). Provide a memo outlining these duties and any capacity issues of the MPO.

Task 5 – Develop an implementation plan to include transitional steps from current FMATS office staffing structure to the new organizational structure.

Task 6 – Research and document office location options to include options for renting or leasing office space and consideration for office space located within an existing organization.

Task 7 – Research and document the salary and benefit structure and provide recommendations including salaries, health care, pension, workman’s compensation, etc. Evaluate specific options for receiving those benefits from multiple partner agencies, a private management firm or as a not for profit company.

Task 8 – Develop a draft Implementation Plan by September 1, 2017, incorporate edits and finalize the Plan. Both plans are to be presented and reviewed by the Technical Committee and Policy Board.

Task 9 – Draft a new MOU for the Operation of the FMATS Office which will be consistent with the existing Operating Agreement and Bylaws and any other relevant agreements.

Task 10 – Development a recruitment strategy for the replacement of the MPO Executive Director. Include recommendations for the interview panel membership and appropriate questions for the interview.

B. City (FMATS) Responsibilities

- Provide relevant agreements to the Contractor for review.
- Provide a list of all staff and others to be interviewed
- Provide access to relevant reports, budgets, and expenditures, as requested.

3. **Specifications:** When brand name or model numbers conflict with specifications, the specifications shall influence responses by Offerors, not the brand name or model number.- [Not applicable to this solicitation](#) -

- A. Minimum System Requirements (for example)
 - B. Preferred Functionality (for example)
4. **Contract Term:** The contract will be for a minimum of 6(six) months. It is anticipated this contract will commence on March 30, 2017. City and successful Offeror may extend on a month to month basis if in the best interest of both parties and agreed upon in writing at the end of the initial contract term.
 5. **Escalation Clause:** The Purchasing Agent may determine that an increase in the compensation to be paid to the Contractor under the contract is required when a substantial increase for costs of goods or services is needed to fulfill the terms of the contract, only when such circumstance is due to extreme market forces beyond the control of the Contractor and has already occurred. Contractor must submit a fully documented request for review of the pricing, no more than once per year, with the proposal pricing being fixed for the first year of the contract.
 6. **Evaluation Criteria:** The lowest cost, most qualified bidder will be selected. Each of the three items listed in Section 4 – Offer Questionnaire have point values assigned for scoring.
 7. **Proposal Selection Process:** The winning proposal will be based on the lowest cost per quality point. Proposal review committee members will independently evaluate and score the offerors' questionnaire responses, and the scores will be averaged to determine the quality points for each proposal. The offerors' prices will then be divided by their proposals' quality points to determine the winning proposal with the lowest cost per quality point.
 8. **Award:** The City of Fairbanks anticipates awarding this contract as a whole.

Section 3 – Standard Terms and Conditions

1. **Assignment / Transfer:** Assignment or transfer of this Agreement or Contract without written consent of the City of Fairbanks may be construed by the City as a breach of contract sufficient to cancel any Agreement or Contract at the discretion of the City.
2. **Inspection:** All goods and services are subject to inspection and approval by the City at all reasonable times, including inspection during manufacturing. Inspection and approval by City at Contractor's place of business or work site does not preclude rejection for defects upon discovery by subsequent inspection. Any goods or services rejected by the City shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the City in connection with the return of goods or rejection of services shall be at the Contractor's risk and expense. - Not applicable to this solicitation -
3. **Risk of Loss:** Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder. - Not applicable to this solicitation -
4. **Warranty:** Contractor warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Contractor and City agree that this order does not exclude, or in any way limit, other warranties provided for in this Agreement or Contract or by law. - Not applicable to this solicitation
5. **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Contractor when submitting invoice for payment. An Exemption Certificate is available upon request. - Not applicable to this solicitation -
6. **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of services. Payment will be delayed if the invoice fails to reference the purchase order number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the purchase order. The City will provide payment 30 days after satisfactory delivery, acceptance, and receipt of invoice.
7. **IRS Form W-9 and Vendor Information:** Contractor must have on file with the City a current IRS Form W-9 and complete a vendor registration form before City will issue a purchase order to the Contractor.

8. **Compliance with Laws:** Contractor represents and warrants that the performance of this order and furnishing goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State, and City laws, rules, regulations, resolutions, and ordinances including, but not limited to, the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, and the Occupational Safety and Health Acts.
9. **Amendments:** No amendments, modifications, or supplements to this contract shall be binding unless in writing and signed by all authorized representatives of both parties.
10. **Termination:** When it is in the City's best interest, City may unilaterally cancel this Agreement or Contract at any time whether or not Contractor is in default of any of its obligations hereunder. With any such cancellation, Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City agrees that Contractor shall be paid for items and/or services already accepted by City, but in no event shall the City be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this Agreement or Contract at any time for the failure of the other to comply with any of its material terms and conditions. All Offerors recognize that the City is a government entity and that payment obligation is subject to yearly appropriations by the City's governing body and that if funds are not appropriated, this Agreement or Contract will terminate without penalty to either party.
11. **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
12. **Complete Agreement:** The parties agree that the conditions of purchase stated herein and the Offeror's proposals set forth their entire Agreement or Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the City and Contractor or terms and conditions set forth in the Contractor's quotation, order, or sales acknowledgment shall not constitute a part of the Agreement or Contract between the City and Contractor concerning this purchase. The terms "Agreement" and "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
13. **Liability and Indemnity:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the Contractor's operations or expiration of this Agreement or Contract, except for damage, loss or injury resulting from the City's gross negligence or willful misconduct solely.

14. Insurance Requirements: Contractor must furnish a certificate of insurance within ten (10) days of receipt of the Notice-of-Intent to Award and must endorse policies to provide for a thirty (30) day prior notice to the City of cancellation, non-renewal, or material change of the policies. Failure to furnish satisfactory evidence of insurance or lapse of policy is a material breach of the contract and grounds for termination of this Agreement or Contract. Each policy shall be endorsed with a waiver of subrogation in favor of the City. All other insurance policies required of the Contractor shall be endorsed to provide that such insurance shall apply as primary insurance and that any insurance or self-insured carried by the City will be excess only and will not contribute with the insurance required by this Agreement or Contract. All other insurance policies required of the Contractor and subcontractors shall be endorsed to name the City as additional insured. All insurance shall be on an occurrence form acceptable to the City and having an A.M. Best rating of "A" or better.

- a. Workers' Compensation and Employers' Liability Insurance as required by any applicable law or regulation. Employers' liability insurance shall be in the amount no less than \$500,000 each accident for bodily injury, \$500,000 policy limit for bodily injury by disease and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employee, coverage shall be included for such injuries or claims.
- b. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with limits not less than \$5,000,000 for any contract over \$1,000,000 and not less than \$1,000,000 for contracts under \$1,000,000 combined single limit per occurrence and \$5,000,000 for any contract over \$1,000,000 and not less than \$1,000,000 for contracts under \$1,000,000, in the aggregate not excluding premises operations, independent Contractors, products, and completed operations, broad form property damage, blanket contractual, explosion, collapse and underground hazards. Limits may be a combination of primary and excess (umbrella) policy forms.
- c. Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence bodily injury and property damage. - Not applicable to this solicitation -
- d. Property Insurance: The Contractor shall submit to the City evidence of All Risk Builder's Risk Insurance for all physical loss, including earthquake and flood (100% completed value basis) upon the entire work naming the City, the Contractor and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the City. The policy, by endorsement, shall

specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work. - [Not applicable to this solicitation](#) -

PROOF OF INSURANCE: The Contractor shall furnish the City with a Certificate of Insurance or, where requested by the City, the policy declaration page with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. All endorsements shall reference the policy number and the project name and project number. The owner is the City of Fairbanks and is to be identified on all certificates and endorsements.

Without limiting its indemnification, the Contractor shall maintain, until termination of Agreement or Contract or completion and acceptance of the project by the City, occurrence type coverage of the kinds and minimum amounts set forth above. All insurance limits are minimum. If the Contractor's policy contains higher limits, the City shall be entitled to coverage to the extent of such higher limits. The City, at its sole discretion, may raise or lower the limit.

15. **Records:** The City reserves the right to inspect all vendor documents relating to this Agreement or Contract for up to three (3) years after expiration.
16. **Acceptance of Proposals:** As soon as practicable after opening, proposals valued over \$250,000, the City Council is the approving body. The rights and obligations of the contract will become effective and binding upon the contracting parties only after formal execution of a purchase order signed by the Purchasing Agent or a contract form signed by the Contractor and City Mayor. No other act whether oral, written or implied shall constitute acceptance of a proposal. - [Not applicable to this solicitation](#) -
17. **Postponement:** The City reserves the right to postpone the date of the opening of proposals and will give written notice of any such postponement to all known holders of the contract documents.
18. **Delivery:** Successful Offerors may be required to provide reasonable evidence from their source of supply or manufacturer to justify the delivery dates furnished in their proposal. Any unreasonable deviation from the proposed delivery dates shall constitute a breach of contract and shall entitle the City to cancel all obligations to the Contractor. - [Not applicable to this solicitation](#) -
19. **Time is of the essence:** The Offeror is expected to deliver goods or services that conform in all material respects to the contract specifications on or before the date provided herein. This date may be amended by written agreement between both parties.
20. **Safety Data Sheets:** For all materials supplied under this offer, the Offeror will provide to the City the applicable Safety Data Sheet (SDS). SDS must be received prior to final payment. - [Not applicable to this solicitation](#) -

21. **Cooperative Purchasing:** Any other State of Alaska government entity may exercise their option to use this same contract to make similar purchases of like items, based on similar quantity. The City is not liable for any other State of Alaska government entity or their purchases. - [Not applicable to this solicitation](#) -
22. **Facility Security and Background Checks:** For all services provided at the Fairbanks Police Department, located at 911 Cushman Street, Fairbanks, Alaska 99701, access is controlled by the rules, regulations, and laws related to the Federal Criminal Justice Information System (CJIS) and the Alaska Public Safety Information Network (APSIN). All vendors are considered a visitor or guest unless they are fully cleared by APSIN, including a background check and fingerprinting. Ultimately, the State of Alaska has the authority to award APSIN clearance and it may be denied. If APSIN clearance is not necessary, a criminal history check will be required, which may allow access to the building with fully cleared personnel. All visitors and guests will have to be accompanied by fully cleared personnel while in the building. If you are the successful Offeror and your services are to be performed within this facility you will be provided with the proper paperwork based on the appropriate level of access required. - [Not applicable to this solicitation](#) -

Section 4 – Required Forms

Forms included in this solicitation or required when submitting Proposal:

1. Proposal Form
2. Non-Collusion Statement
3. Price Form
4. Offeror Questionnaire
5. Business License Waiver Form, if applicable

Download solicitations, addendums, and forms at: <http://www.fairbanksalaska.us>

PROPOSAL FORM

City of Fairbanks

FMATS Transition Plan

RFP Number 17-01

Failure to complete this form shall result in your Offer being deemed non-responsive and rejected without any further explanation.

Offer and Obligation:

The undersigned hereby offers, and agrees to be bound and obligated to this offer, to furnish the goods and / or services in compliance with all Terms and Conditions, Scope of Work, Specifications, and Addendums in this solicitation and, if awarded, enter into an Agreement or Contract with the City.

Addendums:

The undersigned has read, understands, and is fully cognizant of all parts of this solicitation, together with any addendum issued in connection with this document. The undersigned hereby acknowledges receipt of the following addendum(s). In addition, the undersigned has completely and appropriately filled out and submitted all required forms. Initial next to each applicable addendum number(s) or, if none, leave blank.

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____

If additional addendums were issued, list numbers here and initial. _____

Compliance:

The undersigned hereby accepts all administrative requirements of the solicitation and will be in compliance with such requirements. By submitting this Proposal Form, the Offeror represents that they are in compliance with all applicable provisions of the City of Fairbanks Code of Ordinances Chapter 54 – Procurement, and if awarded a contract to provide the construction, goods, or services required in this solicitation will comply for the entire length of the Agreement or Contract.

Non – Collusion:

The undersigned, by submission of this Proposal Form, hereby declares that this offer is made without collusion with any other business or person making any other offer, or which otherwise would make an offer.

Performance Guarantee:

The undersigned further agrees that if awarded the Agreement or Contract, it will submit to the City any required performance guarantee (i.e. irrevocable letter of credit or cash deposit), if applicable.

Proposal Price:

The undersigned agrees to abide by the pricing contained on the Price Form.

NO OFFER WILL BE ACCEPTED WHICH HAS NOT BEEN MANUALLY SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

I certify, under penalty of perjury, that I have the legal authorization to bind the company hereunder:

For clarification of this offer, contact:

Company Name

Name

Address

Title

City State Zip

Phone

Signature of Person Authorized to Sign

Email

Printed Name

Title

Federal Tax ID

City of Fairbanks Business License Number

Alaska Business License Number

Contractor's License Number

NON-COLLUSION STATEMENT

City of Fairbanks

FMATS Transition Plan

RFP Number 17-01

Failure to complete this form shall result in your Offer being deemed non-responsive and rejected without any further explanation.

This is to certify that the undersigned Offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this Proposal submitted to the City of Fairbanks for RFP #17-01, FMATS Transition Plan.

Signature of Person Authorized to Sign

Printed Name

Title

Company Name

- Corporation
- Partnership
- Individual

Subscribed and sworn before me this _____ day of _____, 2016.

Notary Public

My Commission Expires

PRICE FORM

City of Fairbanks

FMATS Transition Plan

RFP Number 17-01

Failure to complete this form shall result in your Offer being deemed non-responsive and rejected without any further explanation. Submit this form in a separate sealed enveloped labeled Price Form.

ITEM	QTY	ITEM DESCRIPTION	
1	All Required	FMATS Transition Plan	\$

Total Price F.O.B. City of Fairbanks City Hall in words:

OFFEROR QUESTIONNAIRE

City of Fairbanks

FMATS Transition Plan

RFP Number 17-01

Failure to complete this form shall result in your Offer being deemed non-responsive and rejected without any further explanation.

The consultant shall submit a written proposal containing the following information:

- A. Provide a summary of the objectives of the project and services required to meet those objectives. (10 points)
- B. Identify the project manager and staff proposed to work on the project, including a summary of their qualifications and experience, particularly working with MPOs. Include professional/client references for the project manager. (20 points)
- C. Provide a brief history of your firm and summary of qualifications and experience with similar projects. Include client references for the projects listed. (10 points)
- D. Describe the proposed plan of accomplishing the objectives, methodology and management, and structure of the proposed project staff and/or subconsultants. (30 points)

The proposal shall be limited to three (3) pages and shall not be written in a font size smaller than 10 point in any portion of the document.

State of Alaska & City of Fairbanks Business License Waiver Form

City of Fairbanks

FMATS Transition Plan

RFP Number 17-01

All RFP responses must be completed as described in this solicitation. For all Offerors who are located and or solely operate outside the State of Alaska and/or the City of Fairbanks, license requirements are waived to submit this proposal. If you receive Notice of Intent to Award from the City, both licenses will be required within the terms listed in said letter.

Please initial below of this waiver currently applies to your entity.

_____ Waiver for State of Alaska Business License

_____ Waiver for City of Fairbanks Business License

By submitting this form, Offeror understands waiver and potential requirements if selected as successful Offeror and receives Notice of Intent to Award.