



REQUEST FOR PROPOSAL
FOR
Vehicle Towing Services
RFP #21-14

Issue Date: July 2, 2021

Pre-Proposal Question Deadline: July 16, 2021 @ 2:00 PM

Mandatory Pre-Proposal Conference: July 12, 2021 @ 3:00 PM
Patrick B. Cole City Hall
Council Chambers

Proposal Deadline: July 23, 2021 @ 2:00 PM

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

Proposal Review and Expected Award Date: July 26, 2021

Purchasing Contact: Christina Rowlett, Purchasing Agent
Phone: 907.459.6779

PREFERRED COMMUNICATION
Email: purchasing@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 may be submitted on the form provided herein.

Table of Contents

Announcement	Page 3
Section 1 – Instructions	Page 4
Section 2 – Specifications / Scope of Work	Page 8
Section 3 – Terms and Conditions	Page 12
Section 4 – Evaluation Criteria	Page 17
Section 5 – Required Forms	Page 18
1. Proposal Form	Page 19
2. Non-Collusion Statement	Page 21
3. Price Sheet	Page 22
4. Pre-Proposal Conference Form	Page 23

**Announcement
Request for Proposal**

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

Vehicle Towing Services

RFP #21-14

DESCRIPTION: The City of Fairbanks is requesting proposals for Vehicle Towing Services. It is **mandatory** for entities intending to submit a proposal to register with the purchasing agent and attend the mandatory pre-proposal meeting on July 12, 2021 @ 3:00 pm. Submit registration form to purchasing@fairbanks.us no later than July 9, 2021 @ 4:00 pm.

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 July 4, 2021

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 send written clarification to all prospective offerors and posted on the City of Fairbanks website. All questions must be submitted to the Purchasing Agent in writing via e-mail: purchasing@fairbanks.us or by mail: City of Fairbanks – Purchasing, 800 Cushman Street, Fairbanks, AK 99701, by the deadline listed on the cover page of this document. All answers will be issued in writing.
- 3. Mandatory Pre-Proposal Meeting:** Offerors must register with the Purchasing Agent by **July 9, 2021 at 4:00 pm** to be considered a responsive Offeror. Offerors may register by emailing the Offeror’s company name, address, phone number and contact name to purchasing@fairbanks.us. A pre-proposal meeting may be held for this solicitation, and if so, attendance at this meeting is **mandatory**. Offerors not in attendance will be disqualified and the submitted proposals will be rejected. If held, the date, time, and location of the meeting will be listed on the cover page of the RFP. Project Managers and other City staff may be present at this meeting to answer questions. Questions and answers provided during the meeting will included in a written addendum to the solicitation.
- 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. See example below.

Offeror’s Company Name	
Address	
Phone Number	RFP Title
Contact Name	RFP Number
	Submittal Due Date and Time

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. 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.
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

1. **Introduction:** Through this solicitation, the City invites Offerors who meet the solicitation qualifications and specifications to submit proposals for the purpose of providing **Vehicle Towing Services** for the City. Services include, but are not limited to furnishing all labor, equipment, and materials necessary to perform operations in connection with the towing or cartage of vehicles to be impounded at the direction of the Fairbanks Police Department (FPD) or Fairbanks Public Works Department (PW). Vehicles to be towed and impounded include vehicles directed to be towed by City departments and vehicles available for auction.
2. **General Information:** This section includes the minimum requirements a company must meet to provide Vehicle Towing Services to the City. A majority of the towing will occur within the City limits; however, some towing may occur outside the City limits. The contracting tow company is subject to Fairbanks General Code Sec. 14 and all other federal, state, and local laws. Offerors must have a city issued Master Operator's License prior to submitting a proposal.
3. **Qualifications:** Offerors will be deemed non-responsive, and their proposals rejected if they do not meet the following mandatory qualifications:
 - a. All tow company drivers and operators must speak and read English.
 - b. All tow company drivers and operators must have no criminal conviction entered by a court within the past five years from the date of conviction or the date of release from incarceration, whichever is later, for any of the following offenses:
 - i. Any offense that includes as an element the use or threat of force upon a person;
 - ii. Burglary, larceny, fraud, or embezzlement; or
 - iii. A crime involving dishonesty.
 - c. All tow company drivers and operators must have no license revocations within the past 12 months from the date of the contract.
 - d. All tow company drivers and operators must possess the skills, qualifications, licenses, and experience to perform the tasks listed herein.
 - e. All tow companies must currently hold a Master Operator's License, issued by the City Clerk's Office.
4. **Tow Company Responsibilities:**
 - a. General
 - i. When providing towing services pursuant to the contract, the tow company may charge the City no more than the amounts listed in the City of Code of Ordinances, Article X., Sec. 14-434, a copy of which is attached as Attachment No. 1.
 - ii. Tow company must be thoroughly familiar with all state and city laws and regulations pertaining to work to be performed and shall possess the skill and qualified employees required to cordially interact with the public and to perform pursuant to the contract.

- iii. Tow company shall furnish all labor, equipment, and material required to perform pursuant to the contract and must possess the necessary tools to complete these tasks.
- iv. Tow company must be available for performance 24 hours a day, seven days a week, without regard to weather or other conditions.
- v. Tow company equipment must be of sufficient size and quality to safely tow or haul to the final destination all vehicles regardless of size, shape, weight, or mechanical condition. Vehicles, as defined in AS 28.90.990, include but are not limited to: cars; trucks; motorcycles; motorbikes; three and four wheelers; snow machines; outboard, inboard, or air boats; recreation and motor vehicles, generally; and, trailers and semitrailers.
- vi. The City will provide tow company with a remote-control device for the City impound lot. Tow company must immediately report to the City the loss, theft, or destruction of the remote-control device. The report must include a description of the event, the name of employee involved, and date the loss or theft occurred. Tow company shall, upon expiration of the Agreement, return to the City the remote-control device. Upon the loss, theft, destruction, or failure to return the remote-control device, the Tow company shall pay the City to replace the remote-control device at the then current cost. If the tow company fails to pay within 15 days of notice, the City shall deduct the replacement cost from the Tow company's next payment.
- vii. Tow company shall use the remote-control device to enter and exit the City impound lot solely for the purpose of performing under the Agreement and must ensure the automatic gate to the City impound lot is completely closed prior to departing. While on the City impound lot, the tow company shall act in a manner that best protects the impounded vehicles and contents against theft, vandalism, fire, or other casualty.
- viii. Tow company shall not remove items from towed vehicles without written authorization from the City. Upon authorization to remove items, the tow company shall remove the items and shall maintain a complete report of all items removed, to include: the name of the City employee authorizing the removal, the date and time of impoundment; the description of each vehicle including make, model, year of manufacture, serial number, and license plate information; the associated FPD case number or other identifying information; a list of the items removed, and the location of the items. Tow company shall provide a separate report for each tow and shall keep a copy for its records. Each report must be submitted to the Police Chief or Public Works Director or designee on the next business day.
- ix. Tow company shall provide the City with notice of any employee changes within three days of the change. Changes include, but are not limited to, employment status, qualifications, criminal convictions, and loss of license. The City reserves the right to request background checks on any or all employees of the tow company.
- x. Tow company's employees shall not litter in the City impound lot. All trash must be placed in the trash receptacle located near the impound lot entrance gate.
- xi. Tow company shall, if possible, use the towed vehicle keys to close all vehicle windows to protect the interior of the vehicle. Once the vehicle is placed in the City impound lot and accompanied by the keys, the tow company shall attach to each set of keys the FPD case number or other identifying information, the row in which the vehicle is placed, and the

date of the tow and immediately place in the provided lockbox. If the Tow company fails to turn in keys, the tow company must replace the keys at the tow company's expense.

b. Towing Vehicles at the Direction of the City

- i. Tow company shall not undertake the towing or removal of a vehicle or piece of vehicular equipment or other property without a release if, based upon a reasonable belief, the towing or removal could result in or cause damage to the vehicle or equipment. The release to proceed with the tow or removal must be obtained from the registered owner, on-scene FPD officer, or on-duty FPD Shift Supervisor. Tow company shall be liable for all damages resulting from the tow or removal if the tow company does not obtain the release.
- ii. Tow company shall promptly respond to calls from any City department for vehicle towing services. Prompt response means arrival at the scene within City limits with the proper equipment within 30 minutes from the time of the tow request to arrival at the dispatched location. Tow company will be allowed 45 minutes to respond to the dispatched location if the temperature is minus thirty degrees Fahrenheit or colder as measured at the Fairbanks International Airport. Tow company must arrive at the scene outside City limits with the proper equipment within a reasonable time from the time of the tow request to arrival at the dispatched location. The City reserves the right to authorize tow companies on the City rotation tow list to tow vehicles as described herein if the tow company does not respond promptly. Tow company shall pay to the City within 15 days of notice the difference between the rotation tow list company's charges and the contractual charges listed herein. If the tow company fails to pay, the City may deduct the replacement cost from the tow company's next payment.
- iii. Tow company will maintain the orderly placement of vehicles impounded in the City lot, to include but not be limited to, spacing each vehicle at least 30 inches apart and reorganizing vehicles at the direction of the City employee overseeing the lot. Tow company may be liable to the City or registered vehicle owner for damage caused by improper vehicle spacing.

c. Towing Vehicles for Auction

- i. City auction tows are required two to four times a year. Upon the direction of Public Works, the Contractor shall unlock and tow select vehicles from and to the impound for auction purposes.
- ii. Prior to vehicles being towed to the sale location at Public Works, Contractor shall in preparation for auction unlock identified vehicles in the City's impound lot.
- iii. Contractor shall, the weekend prior to the auction, tow vehicles to be auctioned from the City impound lot to the City's Public Works lot with all towing completed by 6:00 am the Monday prior to the auction date. Upon delivery to the Public Works lot, the Contractor shall position each vehicle at the direction of the Public Works employee responsible for receiving such vehicles.
- iv. Contractor shall, at the end of the auction, tow unauctioned vehicles back to the City impound lot placing them at the back of the lot or at the direction of the City employee responsible for receiving the vehicles at the impound lot.

5. City Responsibilities

- a. The City shall provide to the tow company two remote-control devices to operate the automatic gate to the City impound lot.
 - b. The City shall furnish a secured fenced impound lot of sufficient size to contain all impounded vehicles. Fencing shall be of sufficient size and construction to prevent unauthorized entry by individuals or vehicles.
 - c. The City shall perform snow removal in the City impound lot.
6. **Contract Term:** The contract will be for a minimum of two years, with three one-year options to renew at the sole discretion of the City. Contract is anticipated to commence on immediately after protest period. The City, upon written agreement with the tow company, may extend the contract on a month to month basis at the end of the contractual year or any extension period.
7. **Escalation Clause:** In the event of price increase in the cost of services provided by the tow company occurs during the performance of the contract through no fault of the tow company, the Purchasing Agent may equitably adjust the compensation paid to the tow company. Tow company must submit to the City a written request for compensation review to include the reason for the request and a list and supporting documents of the increased costs that is the basis for the request. The Purchasing Agent shall review the request and issue a written determination. A compensation review may be submitted after the completion of the first contract year and no more than once per contract year thereafter.
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.
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.
4. **Master Operator's License Suspension:** Upon the suspension of the Contractor's Master Operator's License, the City reserves the right to authorize tow companies on the City rotation tow list to tow vehicles as described herein for the duration of the license suspension, and the Contractor shall pay to the City within fifteen days of notice the difference between the rotation tow list company's charges and the contractual charges. If the Contractor fails to pay, the City may deduct the replacement cost from the Contractor's next payment. The City may also exercise its termination options pursuant to the Agreement.
5. **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.
6. **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 -
7. **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.

8. **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.
9. **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.
10. **Amendments:** No amendments, modifications, or supplements to this contract shall be binding unless in writing and signed by all authorized representatives of both parties.
11. **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.
12. **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.
13. **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.
14. **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.

- 15. 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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

24. **Independent Contractor Relationship:** Contractor's relationship with the City for the purpose of the solicitation and Agreement is that of an Independent Contractor, and nothing in the solicitation and Agreement is intended to or should be construed as to create a legal partnership, agency, joint venture, or employment relationship with the City.

Section 4 – Evaluation Criteria

1. **Evaluation:** Proposals will be evaluated using the following criteria to ascertain which Offeror best meets the needs of the City. The City reserves the right to conduct post proposal interviews or questioning for clarification during the review process. All proposals submitted must be complete and set forth the most favorable terms, as the award may be made without any additional contact during the review process.

2. **Evaluation Criteria:**

	<u>Weight</u>
1. Experience and longevity of the firm. Areas of consideration include, but are not limited to, number of years in business in Fairbanks Alaska, staff qualifications, and references	30
2. Equipment. Areas of consideration include, but are not limited to, number of, type, and condition of equipment, company's ownership and operation, and how the company is maintained	20
3. Costs	<u>50</u>
TOTAL:	100

4. **Evaluation Process:** Evaluation of the proposals will be performed by a committee of individuals representing the City. The committee will rank the submitted proposals. The City reserves the right to award a contract solely on the information presented in the proposals. The City also reserves the right to request oral interviews with the highest ranked Offerors. The highest ranked Offeror, after committee agreement, may be invited to enter into contract negotiations with the City for the purpose of awarding the contract. If an agreement cannot be reached between the City and the highest ranked Offeror, the second highest ranked Offeror may be contacted for contract negotiations. This process may continue until successful contract negotiations are achieved. The City reserves the right to terminate negotiations with any Offeror if it is in the City's best interest. The City reserves the right to reject any and all proposals submitted.

Section 5 – Required Forms

Forms included in this solicitation or required when submitting Proposal:

1. Title Page – List: the RFP title and number; company name, address, contact phone number, and name of main contact person; and, date of submission.
2. Table of Contents – List the section names of the submittal and corresponding page numbers.
3. Letter of Transmittal – Within the letter, the Offeror must state that the company understands the services to be performed and is committed to providing these services. The letter must also include a list of names, titles, and contact numbers for those authorized to represent the company. The letter must also include a description of the company's experience, longevity, previous history performing similar work, qualifications, and training.
4. Equipment – Provide photos of equipment to be used and an explanation about how the equipment will be used to provide the service. The explanation must include the equipment's type, size, description, and year.
5. Employee Qualifications – Provide a list of company employees by name, position, qualifications, years of experience, and current Alaska driver's license numbers. The City reserves the right to request background checks on any or all employees.
6. Sample Form of Reports - Record of Transaction and Monthly Report.
7. Proposal Form (page 19)
8. Non-Collusion Statement (page 21)
9. Proposal Fee Schedule (page 22)
10. Copy of State of Alaska Business License
11. Copy of City of Fairbanks Business License

PROPOSAL FORM

City of Fairbanks

Vehicle Towing Services

RFP #21-14

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

Vehicle Towing Services

RFP #21-14

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 #21-14, Vehicle Towing Services

Signature of Person Authorized to Sign

Printed Name

Title

Company Name

- Corporation
 Partnership
 Individual

Subscribed and sworn before me this _____ day of _____, 2021.

Notary Public

My Commission Expires

PRICE FORM

City of Fairbanks

Vehicle Towing Services

RFP #21-14

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

The Offeror, having carefully examined this entire document provided, proposes to furnish the requested services at the following rates:

Per vehicle under 10,000 lbs.

\$ _____ (in words) _____

Per vehicle 10,001 – 25,000 lbs.

\$ _____ (in words) _____

Per vehicle over 25,000 lbs.

\$ _____ (in words) _____

Surcharge – Extreme Weather (30 degree below zero or colder)

\$ _____ (in words) _____

Surcharge – Time on scene exceeding one hour (billable in .25 hour increments)

\$ _____ (in words) _____

Loaded mileage per mile inside City limits

\$ _____ (in words) _____

Loaded mileage per mile outside City limits

\$ _____ (in words) _____

Per vehicle flat rate auction preparation: Unlocking vehicles

\$ _____ (in words) _____

Per vehicle flat rate auction tow: from impound lot to auction site

\$ _____ (in words) _____

Per vehicle flat rate auction tow: from auction site to impound lot

\$ _____ (in words) _____

PRE-PROPOSAL CONFERENCE FORM

City of Fairbanks

Vehicle Towing Services

RFP #21-14

Attendance at the pre-proposal meeting is **mandatory**. Offerors not in attendance will be disqualified and the submitted proposals will be rejected.

The pre-proposal meeting will be held in the Council Chambers in Patrick B. Cole City Hall at 800 Cushman Street in Fairbanks, Alaska. It will begin at **3:00 pm** on **July 12, 2021**. All questions and answers will be available as an Addendum on the City website on July 14, 2021 by 5:00 pm.

Please use the space below to list all questions or attach your questions to this form and submit. This page (and attachments, if applicable) must be returned via email to purchasing@fairbanks.us by **4:00 pm** on **July 9, 2021**.

Company Name

Contact Name

Address

Phone Number

List of questions: