

Haines Borough Request for Proposals

Towing, Impoundment, and Disposal of Abandoned and Junk Vehicles

The Haines Borough is accepting competitive, sealed proposals for towing, impoundment and disposal of abandoned and junk vehicles. Proposals will be accepted at the Office of the Borough Clerk, Borough Administration Building, until **2:00 p.m. local time, Monday, January 21, 2013**, at which time the proposals will be opened and publicly read in the Clerk's Office.

I. SCOPE OF SERVICES

- **Towing**; at the request of the Haines Borough Police, the contractor will tow illegally-parked or other vehicles needing towing to the contractor's impound yard.
- **Impoundment**; the contractor will provide a secure impound yard for the storage of vehicles.
- **Abandoned Vehicles**: at the request of the Haines Borough Police, the contractor will tow and dispose of abandoned vehicles. The contractor will follow all state laws regarding abandoned vehicles and cover all costs associated with recouping fees. Fixed costs of towing and storage will be the same as for other impounded vehicles. It is expected that the contractor will recoup these costs and administrative costs from the vehicle owners.
- **Vehicle Release**: any person reclaiming an impounded vehicle will pay the Haines Borough Police. The Haines Borough Police will issue a receipt of payment that must be presented to the contractor for release of the vehicle. The contractor, at minimum, must release vehicles during business hours (9-5) Monday through Friday.
- **Response Time**: the contractor must be able to perform the required services within one hour during normal business hours Monday through Friday.
- **Impound Report**: When contractor services are requested by the Borough, the Borough Police will complete and submit an "Impound Report" to the contractor. This will provide legal documentation of the actual tow.
- **Vehicle Weight**: this bid will apply to vehicles less than GVWR 17,500 lbs. Vehicles more than GCWR 17,500 require a written cost estimate and schedule of completion that includes all labor, towing and impound costs. This estimate must be submitted to Haines Borough Police. No work shall begin until the written estimate is accepted.
- **Phone Number**: the contractor shall furnish the Haines Borough Police with only one telephone or cellular number for 24-hour service. The calls may be forwarded to another number, but not to an answering machine or service.
- **Monthly Billing and Payments**: the contractor shall invoice the Haines Borough on a monthly basis for services provided. All invoices must include a copy of the Impound Report.

II. REQUIRED CONTRACTOR QUALIFICATIONS

- The contractor shall provide evidence of general commercial liability insurance with appropriate endorsements for towing and automobile storage,
- The contractor shall provide evidence of any permits required for this type of work.
- The contractor shall provide evidence of state and local business licenses.
- Tow truck operators must meet all State of Alaska requirements.
- All fluids and other vehicle parts must be disposed of according to State regulations.

III. PROPOSAL SUBMISSION REQUIREMENTS

- To qualify, each proposal must be submitted in a sealed envelope addressed to the Borough Clerk plainly marked "Towing, Impoundment and Disposal of Abandoned and Junk Vehicles." Proposals are acceptable via hand-delivery or mail.
- Copies of current Alaska and Haines Borough business licenses must be included to qualify.
- A non-collusion affidavit must be submitted with the proposal to qualify.
- Receipt of addenda by the contractor must be acknowledged as part of the proposal submitted. No oral changes will be made to the proposal documents. Addenda will be issued when questions arise which might affect the proposals or the course of contracted work. Addenda will be posted on the borough's website and distributed to any prospective proposer who has previously notified the Borough Clerk. If an addendum is issued less than four working days before the time for receipt of proposals, the addendum will provide for a new proposal date, which will be at least four working days after the normal receipt of the addendum by the prospective proposer.
- Response to this request for proposals should be submitted to:

Haines Borough, Attention: Borough Clerk
P.O. Box 1209
Haines, AK 99827
- Responses will be accepted until **2:00 p.m. local time on Monday, January 21, 2013**. Late proposals will not be considered. Receipt is made when delivered to the above address either in person or via mail. Postmark date does not constitute receipt.
- Any proposal may be withdrawn prior to the submission deadline or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered.

IV. PROPOSAL AND AWARD SCHEDULE

December 31, 2012: Publish Notice & Distribute Proposal Information

January 21, 2013: Proposal Deadline and Opening

February 12, 2013: Anticipated Contract Award by Borough Assembly

February 19, 2013: Approximate date for Notice of Award and Notice to Proceed

V. SELECTION CRITERIA

Evaluation consideration will include the following:

- Minimum qualifications are met.
- Proposal amount.
- Compliance with Haines Borough Code 3.60.160, including consideration of the following:
 1. The ability, capacity and skill of the proposer to perform the contract;
 2. Whether the proposer can perform the contract within the time specified, without delay or interference;
 3. The character, integrity, reputation, judgment, experience and efficiency of the proposer;
 4. The quality of performance of previous contracts for the Borough by the proposer;
 5. The previous and existing compliance by the proposer with laws and ordinances relating to the contract;
 6. The sufficiency of the financial resources and ability of the proposer to perform the contract;
 7. The number and scope of conditions attached to the bid;
 8. If a bid by a responsible and responsive proposer whose principal place of business is within the Borough is up to three percent (3%) higher than that of the lowest bid by a responsible and responsive proposer, preference may be given to the local proposer.
- The Borough may make such investigations as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish the Borough all such information and data for this purpose as the Borough may request. The Borough reserves the right to reject any bid if the evidence submitted by, or investigation of, such proposer fails to satisfy the Borough that such proposer is properly qualified to carry out the obligations of the agreement and to complete the work.
- The Haines Borough reserves the right to reject any and all proposals, and has the right, in its sole discretion, to accept the proposal it considers most favorable to the Borough's interest and the right to waive minor irregularities in procedure. The Borough also reserves the right to negotiate with the low proposer.

- A proposal that contains a substantial condition or qualification will not be accepted.
- This RFP does not commit the Borough to enter into an agreement with any proposer and does not require the Borough to pay for any costs incurred in the preparation and submission of proposals or negotiations for or in anticipation of any contract.

VI. SELECTION PROCEDURE

- The Borough Clerk shall review each submission for compliance and completeness. The proposals will be submitted to the Borough Manager for review and recommendation. The Borough Assembly will then consider the proposals and recommendations and make the contract award decision. Award will be made to the responsive, qualified proposer who submits the lowest dollar amount for the work, subject to funding availability.
- The contractor receiving the notice of award shall provide proof of commercial general liability insurance, including vehicle coverage, as well as worker's compensation insurance.
- The contractor shall also indemnify and hold the Haines Borough harmless from any and all claims arising out of the contract or its performance, except for claims resulting from the negligence of the Borough.
- The party to whom the work is awarded will be required to execute an agreement within five (5) calendar days from the date when notice of award is delivered to the proposer. In case of failure of the proposer to execute the agreement, the Borough may consider the proposer in default, in which case the Borough will disqualify the proposer from the project and award the work to the next lowest proposer.
- The Borough, within five (5) calendar days of receipt of the agreement signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Borough not execute the agreement within such period, the proposer may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the owner.
- Any proposer is responsible for reading and being thoroughly familiar with the proposal and contract documents. The failure or omission of any proposer to do any of the foregoing shall in no way relieve any proposer from any obligation in respect to its bid.

VII. CONTRACT PERIOD

- Following contract award, all parties shall sign a contract and the contractor will be given notice to proceed. The contract period is expected to be from approximately February 19, 2013 through December 31, 2015.
- The notice to proceed shall be issued within five (5) calendar days of the execution of the agreement by the Borough. The time for issuance of the notice to proceed may be extended by mutual agreement of the Borough and contractor.
- All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.
- Upon mutual written agreement between the parties, this contract may be reviewed and renewed in one-year intervals for a maximum total contract period of five years.
- The Contractor shall submit itemized invoices to the Borough prior to payment of services.
- Either party may cancel the written contract by giving a minimum 30-day notice, in writing, to the other party.

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PROPOSAL FORM

Proposal of _____ (hereinafter called Proposer), organized and existing under the laws of the State of Alaska, doing business as (underline one) a corporation, partnership or individual, to the Haines Borough (Owner).

Proposer hereby proposes to perform all work as directed by the Haines Borough in accordance with the Owner's Request for Proposals and Information for Proposers.

The Borough reserves the right to reject all proposals and reserves the right to waive any formalities, and to negotiate with the low proposer.

These proposals shall be subject to all conditions in the "Request for Proposals" posted by the Haines Borough on December 31, 2012 and incorporated herein by reference. Contract shall be valid only if signed by the contractor and Borough Manager.

By submission of this proposal, the proposer certifies that the proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal with any other proposer or with any competitor.

Proposer hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed.

Proposer acknowledges receipt of the following Addendum: _____ initials_____

PROPOSER INFORMATION:

Name: _____
Company Name: _____
Address: _____
Phone(s): _____
Email: _____

Towing and Impoundment

Rate for Townsite towing during business hours \$ _____

Rate for Townsite towing after hours \$ _____

Rate for Townsite towing on weekends \$ _____

Daily Impound Rates \$ _____

Please list equipment available and to be assigned for this job:

Equipment: _____ License # _____

Equipment: _____ License # _____

Equipment: _____ License # _____

Date: _____

Authorized Representative: _____ (title)
_____ (printed name)
_____ (signature)

**Haines Borough
Towing, Impoundment, and Disposal of Abandoned and Junk Vehicles**

NON-COLLUSION AFFIDAVIT

UNITED STATES OF AMERICA)

STATE OF ALASKA)

I, _____ of _____,
being duly sworn, so depose and state:

That I, or the firm, association or corporation of which I am a member, a PROPOSER on the contract to be awarded, by the Assembly of the HAINES BOROUGH for the contract services designated as:

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Located in Haines, Alaska, have not, either or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature Date

Subscribed and sworn to this ___ day of _____, 2013.

Notary Public _____

My Commission Expires: _____

**HAINES-BOROUGH
POLICE DEPARTMENT**

IMPOUND REPORT

**CASE
NUMBER:** _____

DETAILS
AM
PM

DATE & TIME: _____, _____ AGENCY: HPD

LOCATION: _____
TOWING FIRM: _____ TOWED TO: _____
PROPERTY: MOTOR VEHICLE TRAILER OTHER: _____
REASON: OPERATOR ARREST PARKING VIOLATION UNSAFE EVIDENCE OTHER: _____
OFFICER: _____ CITATION NUMBER: _____ PHOTOS TAKEN
ADDITIONAL DETAILS: _____

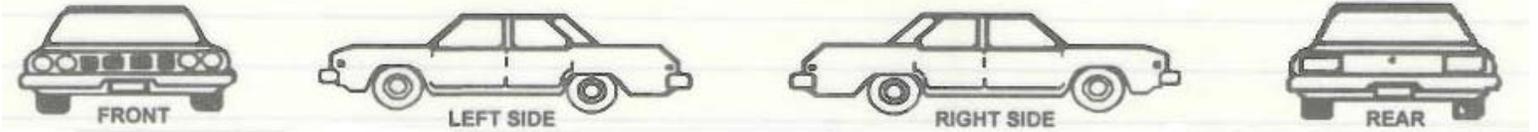
PROPERTY IDENTIFICATION

YEAR: _____ MAKE: _____ MODEL: _____ COLOR: _____
VIN #: _____ PLATE #: _____ BY STATE: _____

INVENTORY

√= OK		D=DAMAGED M=MISSING REMARKS	COND. OR	√= OK		D=DAMAGED M=MISSING REMARKS	COND. OR
	UPHOLSTERY				LEFT MIRROR		
	RADIO/CD PLAYER				RIGHT MIRROR		
	HUBCAPS				TIRES		
	SPEAKERS				HOOD		
	ANTENNA				TRUNK LID		
	TOP						

INDICATE DAMAGE WITH AN X:



OTHER PERSONAL PROPERTY WITH VEHICLE: _____

DAMAGE/COMMENTS: _____

KEYS: TOW OPERATOR NOT IN VEHICLE-UNKNOWN HELD BY: _____
TOW OPERATOR'S SIGNATURE: _____

NOTE: PLEASE DESCRIBE
DAMAGE OR GIVE REASON
WHY ITEM NOT CHECKED.

NOTIFICATIONS

REG. OWNER: _____ MAILING ADDRESS: _____
LIEN HOLDER: _____ MAILING ADDRESS: _____ NOTICE SENT ON: _____
1st NOTICE SENT TO REG. OWNER ON _____, 2nd NOTICE _____, RECEIPT #: _____

FOR RECORDS USE ONLY

RELEASE AUTHORIZATION

OFFICER APPROVAL NEEDED BEFORE RELEASE: YES NO. APPROVAL SIGNATURE: _____
 THIS AUTHORIZES RELEASE THE ABOVE DESCRIBED PROPERTY TO _____
WHOSE OPERATOR'S LICENSE IS _____, ISSUED BY THE STATE OF _____.

AUTHORIZING SIGNATURE: _____ RELEASE DATE: _____