

**City of Bellingham**

# **REQUEST FOR PROPOSAL**

**Fleet Vehicle Towing**

**REQUEST FOR PROPOSAL NO 88B-2012**

**ISSUE DATE: 12-21-2012**

**CLOSING LOCATION:**

Purchasing Office  
2221 Pacific Street  
Bellingham, Washington 98229

**CLOSING DATE AND TIME:**

One complete copy of each proposal must be received by 11:00 a.m. Pacific time on 1-15-2013

**In an effort to comply with City of Bellingham waste reduction policies, we request that qualifications be submitted on recycled paper, copied on both sides of the page, no laminated sheets, no wire/comb binding and no cardstock. Qualifications shall be stapled in the upper left hand corner only.**

## **REQUEST FOR PROPOSAL PROCESS**

### **Inquiries.**

All inquiries related to this Request for Proposal are to be directed, in writing, to the following. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and will be distributed to all Proponents.

Joan M. Cady, Public Work Superintendent in writing only to [bids@cob.org](mailto:bids@cob.org)

Questions concerning the RFP process can be directed to the following

Purchasing Office  
2221 Pacific Street  
Bellingham Washington 98229  
[bids@cob.org](mailto:bids@cob.org)  
Telephone 360-778-7750

### **Closing Date.**

One complete copy of each proposal must be received by 11:00 a.m., Pacific time, on January 15, 2013 at:

Purchasing Office  
2221 Pacific Street  
Bellingham, Washington 98229

Telephone 360-778-7750

Proposals must not be sent by facsimile. Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposal number, and the project or program title.

### **Late Proposals.**

Late proposals will not be accepted and will be returned to the Proponent.

## **PROPOSAL PREPARATION**

### **Irrevocability of Proposals.**

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a contract with the City.

#### Proponents' Expenses.

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

#### Firm Pricing.

Prices will be firm for the entire contract period unless this Request for Proposal specifically states otherwise. The City is seeking a one year contract with the ability to extend the contract for an additional four- one year periods upon mutual agreement of both parties.

#### Currency and Taxes.

Prices quoted are to:

- a) Be in U.S. dollars.
- b) Include all taxes customary to this type of service including but not limited to sales tax if applicable.

#### Acceptance of Proposals.

- a) This Request for Proposal should not be construed as an agreement to purchase goods or services. The City is not bound to enter into a contract with the Proponent. Proponent who submits the lowest priced proposal or with any proponent. Proposals will be assessed in light of the evaluation criteria. The City will be under no obligation to receive further information, whether written or oral, from any proponent.
- b) Neither acceptance of a proposal nor execution of a contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, state, or municipal statute, regulation or by-law.

#### Definition of Contract.

Notice in writing to a Proponent that it has been identified as the successful proponent and the subsequent full execution of a written contract and purchase order will constitute a contract for the goods or services, and no proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events. The contract will include, but not be limited to; the terms set out in Appendix A.

#### Liability for Errors.

While the City has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

#### Modification of Terms.

The City reserves the right to modify the terms of this Request for Proposal at any time at its sole discretion. This includes the right to cancel this Request for Proposal at any time prior to entering into a contract with the successful Proponent.

#### Ownership of Proposals and Public Disclosure.

All documents, including proposals, submitted to the City become the property of the City. They will be received and are subject to the provisions of the Public Disclosure Law.

### **PROJECT OR PROGRAM REQUIREMENTS**

The City of Bellingham is seeking bids for towing services for city owned vehicles only.

These vehicles will primarily be towed to the City Fleet Shop or a service facility after experiencing a mechanical failure.

The contractor shall provide towing services for vehicles primarily located within the city limits of Bellingham and occasionally in other areas of Whatcom County. Towing outside Whatcom County will be quoted at time of need.

The contract does not include any citizen requests for towing or police towing of any type.

Provide a copy of our your Registered Tow Truck Operators license. Provide a copy of the licenses of all employees that will be assigned to this contract.

A photocopy of bonding requirements in RCW 46.55.030 will be required from the successful vendor.

The vendor is expected to respond within two hours from receipt of phone call from the City Fleet Supervisor or designee.

The Proponent awarded the contract shall comply with Federal, State and local laws, statutes, and ordinances relative to the execution of the work as is further described in this proposal document.

Please reference WAC 204-91A. Proponet shall meet standards of WAC 204-91A-170 Minimum Tow Truck Equipment Standards and WAC 204-91A-180 Additional Vehicles Towing/Operator Qualication, Restrictions and Requirements.

#### **Compliance with Laws**

The contractor will give all the notices and obtain all the licenses and permits required to perform the work. The contractor will comply with all laws applicable to the work or performance of the contract. The City is exempt from Federal Excise Tax. The successful bidder will be required to obtain a Bellingham City Business Registration Certificate and pay business and occupation taxes. For additional information, check with the Finance Department, 360-778-8025. Any contract resulting from this Request

for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the State of Washington.

### **Indemnity**

Any contract resulting from this Request for Proposal will require that the contractor indemnify and save harmless the City, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the City at any time or times (either before or after the expiration or sooner termination of this contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the contractor or by any servant, employee, officer, director or sub-contractor of the contractor pursuant to the contract excepting always liability arising out of the independent acts of the City.

### **Insurance**

Any contract resulting from this Request for Proposal may require that the contractor, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the contract term, the following insurances with insurers licensed in the State of Washington in forms acceptable to the City. The contractor will provide the City with evidence of the required insurance naming the City as additional insured.

Broad form Commercial General Liability, affording limits of liability of \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage and \$2,000,000.00 in the aggregate.

Automobile liability affording limits of liability of \$1,000,000.00 as a combined single limit per accident for bodily injury and property damage.

Professional liability insurance, affording limits of liability of \$1,000,000.00 in aggregate covering all professional activities performed under this contract. If the insurance maintained by the Contractor is maintained on a "claims" made" basis rather than an occurrence basis, said insurance shall be continued by the Contractor until at least five years after the date of the completion of the Project.

Workers Compensation coverage as required by the laws of the State of Washington. The insurer shall waive all rights to subrogation against the City its agents for losses arising from work performed by the Contractor.

### **Funding**

Should either party here believe that the other has failed to substantially perform all or a material part of its obligations under the contract, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, the contract may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the contractor shall be paid an amount, in the discretion of the City's project manager, which takes into account actual costs incurred by the contractor in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself, or of employing another firm to complete it, and the inconvenience and time which may be required to do so, along with any other factors

which affect the value to the City of the project work which has been performed to the date of termination. In no event shall the contractor receive an amount based on anticipated profit on unperformed services or work.

On the giving of notice of termination by either party, contract shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the City all documents and other uncompleted work on the date of termination.

In the event funding is withdrawn, reduced, or limited in any way after the effective date of the contract due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate the contract as to the funds withdrawn, reduced, or limited notwithstanding any other termination provisions of the contract. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by the contract is no longer in the best interest of the City, the City may summarily terminate the contract in whole notwithstanding any other termination provision of the contract. Termination shall be effective upon receipt of written notice.

**TOWING** shall include all costs associated with the pickup and return of the asset to the City of Bellingham Fleet Services shop or selected local repair vendor.

**Light Duty Towing (Vehicles under 8,000(GVWR Pounds):**

(Examples: sedans, compact pickups & motorcycles )

**Medium Duty Towing (Vehicles Or Trucks Above 8,001 - 26,000 GVWR Pounds):**

(Examples: Two yard dump trucks, full size pickups, service body vehicles, ambulances, high cube vans, manlift trucks, flatbed trucks & and smaller dump trucks (up to the 5 yard capacity).

**Heavy Duty Towing (Vehicles Or Trucks Above 26,001 GVWR Pounds):**

(Examples: Five yard dump trucks, tandem axle boom truck, tandem axle 10 yard dump trucks, sweepers, tandem axle vactor, jet trucks, fire apparatuses, fire ladder or platform trucks, tractor/backhoes, wheel loaders).

**Bid Price Sheet  
Fleet Towing Bid  
RFP#88B-2012**

Item	Base Rate
Vehicles under 8,000 GVWR; this includes light duty tow truck with dollies or flatbed for vehicles located within the Bellingham city limits.	
Mileage outside the city limits of Bellingham one direction only.	
	Hourly Rate
Vehicles 8,001-26,000 GVWR; this includes medium duty tow truck and/or flatbed towing, drive line axle removal, accidents and recovery work performed on vehicles located in Whatcom County.	
Vehicles 26,001 GVWR and above; this includes heavy duty tow truck and/or flatbed towing, drive line axle removal, accidents and recovery work performed on vehicles located in Whatcom County.	

The undersigned declares that before preparing their proposal, they read carefully the specifications, terms and conditions, and requirements for Proponents and that their proposal is made with full knowledge of the services to be furnished, and their said proposal is as stated on these pages.

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City/State/Zip Code** \_\_\_\_\_

**Phone/Fax/Email** \_\_\_\_\_

**Signature of Authorized Personnel** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**(This pricing sheet must be completed and returned with your RFP documents)**

**SERVICES AGREEMENT  
CITY OF BELLINGHAM -**

The **CITY OF BELLINGHAM**, a first class municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 210 Lottie Street, Bellingham, Washington, 98225, and , (hereinafter the "Contractor"), in consideration of the mutual covenants herein, do hereby agree as follows:

**I. PURPOSE:**

**II. TERM OF AGREEMENT:** Notwithstanding the date of execution hereof, this Agreement shall be in effect from to , both dates inclusive.

**III. LIAISON:** The City's officer responsible for this Agreement is , its Project Manager. The Contractor's responsible person is .

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

**V. PAYMENT:**

A. The maximum payable to the Contractor under this Agreement is \$. which amount is inclusive of any sales tax payable by the Contractor hereunder.

B.

No final payment shall be made until the project is accepted by the City.

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

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



**VIII. LIABILITY AND INSURANCE:** The Contractor agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability arising out of the acts or work of the Contractor, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. Contractor will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the City shall be named as additional insured (with any endorsement required by the policy):

- |    |  |   |
|----|--|---|
| A. | Workers Compensation                       | Statutory Amount                                    |
| B. | Broad Form Comprehensive General Liability | \$1,000,000 per occurrence<br>\$2,000,000 aggregate |
| C. | Automobile Liability                       | \$1,000,000   |

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

An insurance certificate showing the coverage required under this paragraph VIII will be submitted to the City for approval at least annually.

**IX. COMPLIANCE WITH LOCAL LAWS:** The Contractor shall be duly licensed (including Business Registration with the City of Bellingham) and shall comply with all applicable laws, ordinances, and codes of the State and local governments.

**X. TERMINATION; REDUCTION IN FUNDING:**

- A. Should either party hereto believe that the other has failed to substantially perform all or part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the reasonable satisfaction of the non defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Contractor shall be paid an amount,

in the discretion of the Project Manager, which takes into account actual costs incurred by the Contractor in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been performed to the date of termination. In no event shall the Contractor receive an amount based on anticipated profit on unperformed services or other work.

B. On the giving of notice of termination by either party, Contractor shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the City all documents and other uncompleted work on the date of termination.

C. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.

D. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor's business entity hereby agree to complete the work under the terms of this Agreement if requested to do so by the City in the City's sole discretion.

E. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

**XI. ASSIGNMENT:** Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

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

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

**XIV. CONTRACTOR'S STUDIES, REPORTS AND WORK PRODUCT:**

A. The Contractor may be required to prepare such information and studies as may be pertinent and necessary, or as may be requested by the City, in order that the City may pass critical judgment on the work. This item does not constitute additional work as described in this Agreement.

B. All documents, maps and other materials of whatever kind prepared by the Contractor pursuant to this Agreement shall be deemed property of the City upon completion or termination of the Agreement. The Contractor may keep file copies of its work product but shall retain no other rights of ownership therein.

**XV. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES:** The Contractor agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Contractor shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.

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

City: City of Bellingham  
210 Lottie Street  
Bellingham, WA 98225

Attn:

Contractor:

Attn:

Any notice given pursuant to this Agreement shall be delivered personally, sent by overnight courier or mailed by registered or certified mail to the addresses above or to such other address as a party shall from time to time advise in writing. If mailed, a notice shall be deemed received three (3) business days after the postmark affixed on the envelope by the United States Post Office.

**XVII. ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

**EXECUTED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, for the Contractor:

\_\_\_\_\_

**EXECUTED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, for the **CITY OF BELLINGHAM**:

**Departmental Approval:**

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*Department Head*

**Attest:**

**Approved as to Form:**

\_\_\_\_\_  
*Finance Director*

\_\_\_\_\_  
*Office of the City Attorney*