

City of Albuquerque

Request for Proposals

Solicitation Number: RFP2007-007-KD

“TOWING OF CITY OWNED AND LEASED VEHICLES”



Due Date: Thursday, December 21, 2006: NLT 4:00 p.m. (Local Time)

The time and date proposals are due shall be strictly observed.

**Mandatory Pre-proposal Conference:
Thursday, December 7, 2006**

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
11/21/06

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INTRODUCTION

The City of Albuquerque Purchasing Division is seeking responses from qualified firms to provide towing services to various City Departments for City-owned or leased vehicles.

Towing firms must possess all necessary vehicles and equipment, and substantiate their capability to perform all of the services required herein.

Firms must have a minimum of three (3) consecutive years of experience in towing of various types and classes of City-owned or leased vehicles to include, but not be limited to, passenger vehicles, dump trucks, refuse trucks, buses- including articulated buses, fire vehicles, off-road equipment, hybrid vehicles, compressed natural gas vehicles, mobile crime labs, and the APD tank.

The firm's operating office and towing vehicles and equipment must be based within the Greater Albuquerque Metropolitan Area to ensure prompt response time to towing needs.

Contract or contracts awarded as a result of this RFP are non-exclusive. The City reserves the right to award more than one Contract if it is in its best interest to do so.

**PART 1
INSTRUCTIONS TO OFFERORS**

1.1 RFP Number and Title: RFP2007-007-KD “Towing of City-Owned and Leased Vehicles”

1.2 Proposal Due Date: Thursday, December 21, 2006 - NLT 4:00 PM (Local Time)
The time and date proposals are due shall be strictly observed.

1.2.1 Mandatory Pre-Proposal Conference and Facility Visit:

This is a mandatory pre-proposal conference: Failure to attend by an authorized representative of the Offeror will result in the rejection of any subsequent offer submitted. In the case of a joint venture, the attendance by any authorized representative of any of the parties to the joint venture will satisfy this requirement.

The City shall have in attendance key personnel to answer questions or discuss issues that may arise. Questions should be prepared prior to the conference and both hard and soft copy of such questions submitted to the purchasing representative on the **day of the conference.**)

1.2.2 Pre-Proposal Conference

Time and Date: Thursday, December 7, 2006
2:00pm to 4:00pm

Location: City/County Government Center
Conference Room 7096, 7th Floor
One Civic Plaza
Albuquerque, NM 87102

1.2.3 Facility Visits

Facility Visits will be on your own and shall be conducted on the same day, prior to the Mandatory Pre-Proposal Conference.

Time and Date: Thursday, December 7, 2006
8:00am to 1:00pm

Facility Visit Locations:

Solid Waste
4600 Edith NW (Comanche & Edith)
Albuquerque, NM 87107
Contact Person: James Spratley @ 980-4564

(Continued on next page).

Police Department/ Gerald Cline Memorial Substation

5408 2nd St NW
Albuquerque, NM 87107
Contact Person: Randy Chavez @ 857-8067

Fire Department

Firehouse #5
123 Dallas NE
Albuquerque, NM 87
Contact Person: Frank Lucero 934-8728
Station Phone Number: 256-2025

Transit/ABQ Ride

601 Yale SW
Albuquerque, NM 87103

8001 Daytona NW
Albuquerque, NM 87121
Contact Person: James Bird @ 768-6071

Fleet Management Division

5501 Pino Rd
Albuquerque, NM 87109
Contact Person: Anne O'Brien @ 857-8252

1.3 Purchasing Office: This RFP is issued on behalf of the City of Albuquerque by the Purchasing Office, which is the sole point of contact during the entire procurement process.

1.3.1 Offeror may not use the consultation or assistance of any person, firm or company who has participated in whole or in part in the writing of these Specifications or Scope of Services, for the preparation of their offer or in the management of business, if awarded this contract.

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (the "Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.5 Acceptance of Offer: Acceptance of Offer is contingent upon Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: City of Albuquerque Purchasing Rules and Regulations: These Rules and Regulations (hereinafter "Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3 Civil Rights Compliance: Acceptance of offer is contingent upon the Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

1.5.4 Americans with Disabilities Act Compliance: Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and Federal regulations promulgated there under.

1.5.5 Insurance and Bonding Compliance: Acceptance of offer is contingent upon Offeror's ability to comply with the insurance and bonding requirements as stated herein. Please include a copy(s) of such certification or statement of compliance in your proposal.

1.5.6 Ethics:

1.5.6.1 Fair Dealing. The Offeror warrants that its proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2 Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its offer or in the management of its business if awarded the contract resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its offer in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

1.5.9 Goods Produced Under Decent Working Conditions. It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines “under decent working conditions” as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.5.10 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are "graffiti free". Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.6 City Contact: The sole point of contact for this Request for Proposals is the City of Albuquerque Purchasing Division. Contact the following individual(s) regarding this RFP:

- Kelli De Angelis, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-3333 or e-mail: kdeangelis@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by Department of Finance and Administrative Services, Fleet Management Division.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the hour and date specified for the receipt of offers to allow sufficient time for a reply to reach Offerors before the submission of their offers. All inquiries must be directed to the Purchasing Office as stated herein. Oral explanations or instructions given before the award of the

contract or at any time will not be binding. Any information given to a prospective Offeror concerning this Request For Proposals, will be furnished to all prospective Offerors as an amendment to this Request for Proposals, if such information is necessary to Offerors in submitting offers on this Request For Proposals or if the lack of such information would be prejudicial to uninformed Offerors.

1.9 Submission of Offers: The Offeror's sealed proposal must be in the format outlined in Part 2 of this Request for Proposals and mailed or delivered pursuant to the following requirements:

1.9.1 Envelope preparation. Offers and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- Name and address of Offeror
- Closing Date and Time
- Request for Proposals Number
- RFP Title

1.9.2 Ship, Deliver or Hand Carry Sealed Offers to: The Office of the City Clerk, City /County Government Center, 11th Floor, One Civic Plaza, N.W., Albuquerque, New Mexico 87102. Mark all packages as stated above.

1.9.3 Mail Sealed Responses to: Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed offers to actually be received by the Office of the City Clerk by 4:00 of the day of closing.

Note: The City picks up mail at the post office **once** every morning at 7:00 AM (Local Time). **Note: ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN 4:00 PM, LOCAL TIME AS RECORDED IN THE CITY CLERK'S OFFICE.**

1.9.4 No other methods of offer delivery: Telephone, facsimile, electronic, and telegraphic offers shall be acceptable.

1.9.5 Submit Hard and Soft Copies of the Proposal as follows:

- **Hard Copy - 1 original and 6 copies of your Technical Proposal. Submit 1 original and 1 copy of your Cost Proposal.**
- **Soft Copy - Submit 1 Original Technical and Cost Proposal on a CD or Diskette.**

1.9.6 Modification: Offers may be modified or withdrawn by written notice provide such notice is received prior to the hour and date specified for receipt of offers.

1.10 Receipt of Proposals: The only acceptable evidence to establish the time of receipt of proposals at the City Clerk's Office is the time-date stamp of such office on the proposal wrapper or other documentary evidence of receipt maintained by the office.

1.11 Acknowledgment of Amendments To the Request For Proposals: Receipt of an amendment to the Request For Proposals by an Offeror must be acknowledged (a) by signing and returning the amendment, or (b) by letter. Such acknowledgment may be submitted with your offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

1.12 Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

1.13 Draft Agreement: A copy of the Draft Agreement to be entered into is attached. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions.

1.14 Evaluation period: The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.

1.15 Evaluation Assistance: The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

1.16 Rejection and Waiver: The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

1.17 Debarment of Offeror: Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

1.18 Award of Contract:

1.18.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.18.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.

1.18.3 Contract Term: The contract term shall be for a period of two (2) years from the effective date of execution of the contract and/or final execution by the City. This contract term may be extended for up to two (2) , two (2) year extensions by mutual written agreement between the City and the Contractor.

1.18.4 Type of Contract: Firm fixed price.

1.18.5 Debarment/Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New

Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause as provided in accordance with the terms of said contract.

1.19 Cancellation: This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City.

1.20 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.

1.21 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.

1.22 Proprietary Data: This Request for Proposals shall be open to public inspection after the recommendation of award of a contract has been signed by the Mayor, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated must be separated from the Offeror's main proposal and each page shall be clearly marked in order to be considered confidential and to facilitate public inspection of the non-confidential portion of the proposal. Prices and makes and models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary. The City of Albuquerque will endeavor to restrict distribution of the material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978).

1.23 Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement (Part 6). If a completed Local Preference Certification Form, or a current and correct Resident Preference Number, or evidence to indicate that a company is a manufacturer (if applicable), is not received with the Offeror's response a preference will not be applied for that offer. The Form, the Number, or other evidence will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

1.24 REQUEST FOR PROPOSALS (RFP) PROTEST PROCESS:

1.24.1 When: If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Purchasing Officer no later than ten working days prior to the deadline for the receipt of offers.

1.24.2 Recommendation of Award: If the protest concerns other matters relating to this solicitation, the protest must be filed within ten working days after the receipt of notice of the Recommendation of Award.

1.24.3 Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Purchasing

Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.24.4 How to File: The protest shall be addressed to the Purchasing Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic or electronic protests will not be accepted.

1.24.5 Required Information: The protest shall contain at a minimum the following;

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the protest; and
- A statement specifying the ruling requested.

1.24.6 Address Letters and Envelopes as Follows:

- City of Albuquerque RFP Number
- Purchasing Division PROTEST
- PO Box 1293
- Albuquerque, New Mexico 87103

1.24.7 Protest Response by Purchasing Officer: All protests will be responded to by the Purchasing Officer upon evaluation. The Purchasing Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Purchasing Officer.

1.24.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. Only the issues outlined in the protest will be considered by the Purchasing Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Purchasing Officer following review of the request.

1.25 BONDS and INSURANCE:

1.25.1 General Conditions: The City will require that the successful Offeror, referred to as the Contractor, procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverage, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially

changed, or not renewed. Various types of required insurance may be written in one or more policies. The City shall be named an additional insured for all coverages and the coverages afforded shall be primary with respect to operations provided.

1.25.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.25.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.25.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.25.3.2 Automobile Liability Insurance. A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

1.25.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.25.3.4 Professional Liability Insurance. Professional liability insurance in an amount not less than \$1,000,000.00 per claim and aggregate.

1.25.3.5 Pollution Liability Insurance. Contractor's Pollution and Pollution Legal liability insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$2,000,000.00. The policy must include coverage for all risks of pollution, which could result from the Contractor's performance of Services Hereunder.

1.25.3.6 Garagekeeper's Insurance. Garagekeeper's insurance in an amount not less than \$1,000,000.00 per claim and aggregate.

1.25.4 Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

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PART 2 PROPOSAL FORMAT

2.1 **Technical Proposal Format, Section One.** The Technical Proposal must be a standalone document. The cost proposal will be a separate document. Proposal must be bound on the left margin with a simple cover.

2.1.1 Offeror Identification: State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors if any must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

2.1.2 Experience:

2.1.2.1 Current Experience. State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

2.1.2.2 Past Experience. Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a reference person who can be contacted regarding the work. References must be for work performed in the past three to five (3 to 5) years. State relevant experience with other municipalities or government entities.

2.1.3 Proposed Approach to Tasks: Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services for Towing. At a minimum, your Proposal should include:

2.1.3.1. Provide a list and describe the vehicles and equipment owned and to be used in performing the services described in Part 3, Scope of Services. Each of the itemized classes and services must be addressed separately.

2.1.3.2. Describe your plans and capabilities to fulfill the requirements set forth in Paragraph 2, Part 3, Scope of Services. Your plans must include the availability of resources and response time for each of the four classes (A,B,C, and D), and the itemized list in paragraph 1, Part 3, Scope of Services.

2.1.4 Management Summary: Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

2.2 Cost Proposal Format, Section Two

2.2.1 Total Cost: Submit one original and one copy of your Cost Proposal, in a **separate** binder, or folder distinctly marked with the following information, in a "spread sheet" format as given in the example provided in Appendix A, and attached hereto.

2.2.2 Offerors should show detailed costs by task and number of hours dedicated to each task as listed in the specifications.

2.2.3 All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other offers received. The Offeror should understand that the City will not pay for any amounts not included -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror..

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PART 3
SCOPE OF SERVICES

3.1 GENERAL

The City of Albuquerque is requesting proposals for the Towing of City-Owned or Leased Vehicles. The contract term will be two (2) years, with two (2) possible two (2) year extensions upon mutual agreement between the City and the Contractor. Those wishing to submit proposals must evaluate the past history of this service and determine the future potential needs. Prior to submission of a proposal, Offerors must conduct an on-site visit of the facilities in order to ensure their understanding of the range of vehicles potentially needing this type of service. After receipt and opening of technical proposals, the City will conduct an on-site visit of the facilities to verify adequacy of the Offeror's vehicles, equipment and capability to accomplish the services listed in the Scope of Services.

3.2 DETAILED SCOPE OF SERVICES

3.2.1 Offeror shall furnish any and all vehicles and equipment necessary to perform the services required to tow all of the various types of city-owned or leased vehicles, which includes any vehicle not currently in the City's Fleet, and also should include a description of how you would tow and articulated bus with both minor and major repairs needed. Contractor's vehicles and equipment shall conform to the industry standard as defined in the New Mexico Tariff No. 3-D. The City of Albuquerque's vehicles generally fall under these four (4) classes (A, B, C, and D). Additionally, the Contractor's vehicles and equipment must also have:

3.2.1.1 Wreckers, of the appropriate classes, must have air supply capable of ensuring air supply for maxi-brakes to unlock safety brake systems.

3.2.1.2 Sufficient dollies on the wrecker to transport damaged or disabled vehicles, as required.

3.2.1.3 Wreckers capable of hauling vehicles up to 96,000 GVWR.

3.2.1.4 Wreckers must have stabilizer bars.

3.2.2 Offeror shall furnish duly licensed and trained personnel to perform the auto/truck towing of vehicles described in paragraph 3.2.1, and also:

3.2.2.1 Show proof of capability to transport fully loaded refuse vehicles to the dump for dumping without a City Mechanic's assistance.

3.2.2.2 Provide capability of 24 hours a day, 7 days per week service, including all holidays.

3.2.2.3 Have personnel who must assume responsibility for disconnecting drivelines on any vehicle with an automatic transmission, to include Hybrids.

3.2.2.4 Must have the capability to provide vehicles and equipment to tow front and rear steering vehicles with aerial ladders or booms.

3.2.2.5 Must have the capability to respond to the need for towing services within 60 minutes or less in the City of Albuquerque, including the airport, and all Bernalillo County areas. Should also state proposed response time within the entire State of New Mexico.

3.3 Offeror shall tow all City-owned vehicles directly to the City's maintenance or storage facilities at Fleet Maintenance, Pino Yards, Transit Facilities, Solid Waste Facilities, Police or Fire, or as directed by the City. Certain City off-road equipment may be towed as directed, which includes the Police Department's tank. The tank may be towed outside of City limits, as directed by the Police Department. City point-of-contact will be provided at time of contract award. THE CITY SHALL NOT PAY FOR ANY STORAGE CHARGES FOR TOWING SERVICES UNDER THE TOWING CONTRACT.

3.3.1 Describe in detail how to tow an articulated bus which may require minor or major repairs.

3.3.2 Describe in detail how to tow a refuse truck which may require minor or major repairs.

3.3.3 Describe in detail how to tow a hybrid vehicle.

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PART 4 EVALUATION OF OFFERS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial offers.

4.2 Evaluation Criteria. The following general criteria, not listed in order or significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

100 -- Overall quality of the Offeror's general approach, completeness, and degree of success in meeting requirements of the City for towing of City-owned and leased vehicles.

200 -- Experience and qualifications of the Offeror and personnel as shown on staff resumes to perform tasks described in Part 3, Scope of Services, including Offeror's past performance on projects of similar scope and size.

300 -- Offeror's fleet, site and ancillary equipment to be used to be used in providing the Services state in Part 3 of this RFP.

300 -- Offeror's ability to provide the Services stated in Part 3 of this RFP.

100 -- Cost Proposal – Detailed price list as per PRC Regulations.

4.2.4 Local Preference. Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement. The "Local Preference Certification form and instructions are attached as an Appendix to this Request for Proposals. If a completed Local Preference Certification Form, or a current and correct Resident Business Preference Number is not received with the Offeror's response, a preference will not be applied for that offer. The Form or the Number will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

4.2.5 Caution. Offerors are cautioned not to minimize the importance of an adequate response in any area simply because it carries less weight than other areas.

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PART 5 - INSTRUCTIONS FOR LOCAL PREFERENCE CERTIFICATION FORM

1. ALL INFORMATION MUST BE PROVIDED. A 5% local preference is available for this procurement. To qualify for this preference, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

2. LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE. The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.

3. PHYSICAL LOCATION MUST BE STATED. To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

4. ADDITIONAL REQUIREMENT. To qualify for this preference, the principal Offeror (i.e. the business, **NOT** the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.

5. DEFINITIONS. The following definitions apply to this preference:

- The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
- A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
- A principal Offeror is a single Offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

6. ADDITIONAL DOCUMENTATION. If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

9/24/02

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Business Location (in Abq. Metro Area): _____

Business Type: SELECT ONE

- Corporation -- Indicate state of incorporation.  _____
- Partnership -- Indicate "general" or "limited".  _____
- Sole Proprietorship (Single Owner with employees)
- Individual (Single Owner/No employees)
- Other - Indicate status.  _____

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico:  _____

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City, will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ **Date:** _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER

9/24/02

PART 6
DRAFT AGREEMENT: TOWING SERVICES

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the City of Albuquerque, New Mexico a municipal corporation, (hereinafter referred to as the "City"), and _____, hereinafter referred to as the "Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the City issued a Request for Proposals for the Fleet Management Division, RFP2007-007-KD, titled "Towing of City Owned and Leased Vehicles", dated November 21, 2006, which is attached hereto as Exhibit A, and by this reference made a part of this Agreement; and

WHEREAS, the Contractor submitted its Proposal, dated _____, in response to RFP2007-007-KD, which proposal is attached hereto as Exhibit B, and by this reference made a part of this Agreement; and

WHEREAS, the City desires to engage the Contractor to render towing services and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Contractor shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the City:

Provide towing of City-owned or leased vehicles, as needed, in accordance with Exhibit A as supplemented by Exhibit B.

2. **Time of Performance.** Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by within two years of the date of execution of this Agreement. This Agreement may be extended for up to two additional two year terms by mutual written agreement between the City and the Contractor.

3. **Compensation and Method of Payment.**

- A. **Compensation.** For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor at the rates set out in Exhibit B, attached hereto, plus any applicable gross receipts taxes, and identified fuel surcharges, as approved by the City. Such amount shall be paid upon receipt by the City of a properly documented requisition for

payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

4. Independent Contractor. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify, and hold harmless the City and their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the Services performed by the Contractor under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Insurance. The Contractor shall procure and maintain at its expense until final payment by the city for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in a form satisfactory to the City showing that it has complies with this section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, PO Box 470, Albuquerque, New Mexico 87103, before a policy is cancelled materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than Professional Liability or Workers' Compensation, the City shall be named as additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance are as follows:

Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury property damage as follows:

\$1,000,000.00	Per Occurrence
1,000,000.00	Per Aggregate
1,000,000.00	Products Liability / Completed Operations
1,000,000.00	Personal and Advertising Injury
50,000.00	Fire-Legal
5,000.00	Medical Payments

Said policy of insurance must include coverage for all operations performed for City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provision of this Agreement.

- A. **Automobile Liability Insurance.** An automobile liability policy with liability limits in amounts not less than \$1,000,000.00 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.
- B. **Garagekeeper's Liability Insurance.** Garagekeeper's liability insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.
- C. **Worker's Compensation Insurance.** Workers' Compensation Insurance for its employees in accordance with the provisions of Workers' Compensation Act of the State of New Mexico.
- D. **Increased Limits.** If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

8. Discrimination Prohibited. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. ADA Compliance. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any

kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

12. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor may be required to provide such information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

13. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

14. Compliance with Laws. In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

15. Changes. The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

16. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

17. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

18. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

20. Enforcement. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

21. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

22. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

23. Approval Required. This Agreement shall not become effective or binding until approved by the City's Purchasing Manager.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

Approved By:

John J. Vigil (Date)
Purchasing Manager

Date: _____

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

Fed Tax ID No: _____

State Tax ID No: _____

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B
OFFEROR'S PROPOSAL

Appendix A

NAME AND ADDRESS OF COMPANY

<u>DISTANCE RATES</u>	<u>CLASS A</u>	<u>CLASS B</u>	<u>CLASS C</u>	<u>CLASS D</u>
-----------------------	----------------	----------------	----------------	----------------

Daily Rate, 1st mile or less*

Night Rate, 1st mile or less**

2-25 miles

Over 25 miles

Excess deadhead

RATED OF DISCONNECTION OF DRIVELINE OR USE OF DOLLY

Disconnect drive line

Use of Dolly

Towing on Dolly per mile

Tire change per tire

RATES FOR EXTRA EQUIPMENT***

Rates per hour

Rates per 15 minutes

RATES FOR RETRIEVAL SERVICES OR TIME AT SCENE

Minimum 1hr after 1st 30min

Rates per 15 minutes

RATES FOR EXTRA LABOR

Day Rate

Night Rate

RATES FOR WAITING TIME

Day rate

Night rate

ALL WHEEL DRIVE ROUGH TERRAIN VEHICLE (6X6)

*Day rates are from 7:00am to 5:00pm, Monday through Friday, excluding holidays.

**Night rates (after hours) are considered 5:01pm to 6:59am, Monday through Saturday and holidays.

***This excludes wrecker, and is for other types of equipment only.

Appendix B
Mandatory Facility Visits

1. MANDATORY FACILITY VISITS WILL BE HELD AT THE FOLLOWING CITY FACILITIES ON THE DATE & TIME SPECIFIED:

Facility Visits will be on your own and shall be conducted on the same day, prior to the Mandatory Pre-Proposal Conference Meeting as follows:

**Time and Date: Thursday, December 7, 2006
 8:00am to 1:00pm**

Facility Visit Locations:

**Solid Waste
4600 Edith NW (Comanche & Edith)
Albuquerque, NM 87107
Contact Person: James Spratley @ 980-4564**

**Police Department/ Gerald Cline Memorial Substation
5408 2nd St NW
Albuquerque, NM 87107
Contact Person: Randy Chavez @ 857-8067**

**Fire Department
Firehouse #5
123 Dallas NE
Albuquerque, NM 87
Contact Person: Frank Lucero 934-8728
Station Phone Number: 256-2025**

**Transit/ABQ Ride
601 Yale SW
Albuquerque, NM 87103**

**8001 Daytona NW
Albuquerque, NM 87121
Contact Person: James Bird @ 768-6071**

**Fleet Management Division
5501 Pino Rd
Albuquerque, NM 87109
Contact Person: Anne O'Brien @ 857-8252**

2. **MANDATORY FACILITY VISIT CERTIFICATE IS REQUIRED TO BE SIGNED (BY YOUR COMPANY AND A DESIGNATED CITY REP) FOR VERIFICATION OF YOUR ATTENDANCE AT THE SITES. IT MUST BE RETURNED WITH YOUR PROPOSAL RESPONSE IN ORDER FOR THE RESPONSE TO BE CONSIDERED RESPONSIVE.**

3. **SHOULD QUESTIONS OR CLARIFICATION ISSUES ARISE AS A RESULT OF THE FACILITY VISITS, POTENTIAL OFFERORS ARE REQUESTED TO SUBMIT THEM IN WRITING PRIOR TO OR AT THE PRE-PROPOSAL CONFERENCE.**

(Intentionally Left Blank).

**CERTIFICATE OF MANDATORY FACILITY VISITS
RFP#2007-007-KD**

THURSDAY 12/07/06 8AM TO 1PM MST

LOCATION: VARIOUS AS LISTED ABOVE

FAILURE TO SUBMIT (WITH YOUR PROPOSAL RESPONSE) A SIGNED COPY OF THIS CERTIFICATE WILL CAUSE YOUR RFP RESONSE TO BE CONSIDERED NON-RESPONSIVE FOR THIS PROPOSAL.

VENDOR

DATE

PRINTED NAME

SIGNATURE

COMPANYMPANY NAME

CITY REPRESENTATIVES

1. **Solid Waste:** _____
(Name) (Date)

2. **Police Dept:** _____
(Name) (Date)

3. **Fire Dept:** _____
(Name) (Date)

4. **Transit/ABQ Ride:** _____
(Name) (Date)

5. **Transit/Daytona:** _____
(Name) (Date)

6. **Fleet Mgmt:** _____
(Name) (Date)