



# Fairbanks North Star Borough

General Services

809 Pioneer Road

PO Box 71267 • Fairbanks, Alaska 99707-1267

(907) 459-1297 • FAX 459-1100

RFP Number: 15037

Date Of Issue: December 9, 2014

## ***Printing and Mailing Tax Bills and Notices***

Submittal Date and Time: January 8, 2015 at 5:00pm

Pre-Proposal Conference: None

For questions about this RFP, contact:

Carolyn Yurkovich

FNSB Chief Procurement Officer

(907) 459-1297

Fax: (907) 459-1100

[purchasing@fnsb.us](mailto:purchasing@fnsb.us)

[www.co.fairbanks.ak.us/bidsonline](http://www.co.fairbanks.ak.us/bidsonline)

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# SECTION ONE

## INTRODUCTION AND INSTRUCTIONS

### Return Mailing Address

Offerors must submit **one original and "4" copies** of their technical proposal, and one original of the price or cost proposal in a separate envelope, to the Fairbanks North Star Borough (BOROUGH) Purchasing Division. The envelopes must be addressed as follows:

**FNSB Department of General Services**  
Purchasing Division  
Attention: Carolyn Yurkovich, Chief Procurement Officer

In bottom left hand corner, indicate:

RFP Number: **15037**

Project Name: **Printing and Mailing Tax Bills and Notices**

For US Mail, send to:  
PO Box 71267  
Fairbanks, AK 99707

For courier service, send to:  
809 Pioneer Road, Second Floor  
Fairbanks, AK 99701

### Deadline for Receipt of Proposals

Proposals must be received no later than **5:00 PM, Alaska Prevailing Time on January 8, 2015**. Proposals sent via electronic means (fax, email, etc.) will be considered non-responsive and eliminated from consideration.

### Contact Person

The point of contact for this RFP is:

Carolyn Yurkovich  
FNSB Chief Procurement Officer  
Phone: # 907-459-1297  
Fax # 907-459-1100  
[purchasing@fnsb.us](mailto:purchasing@fnsb.us)

### Pre-proposal Conference

A pre-proposal conference will not be held for this RFP.

### Purpose of the Request for Proposal (RFP)

The Fairbanks North Star Borough is soliciting proposals for printing and mailing of tax bills and notices.

## **Budget**

The Fairbanks North Star Borough estimates a budget of between **\$11,000.00** and **\$15,000.00** for completion of this project. Proposals priced at more than **\$15,000.00** may be declared non-responsive and eliminated from consideration.

## **Location of Work**

The location(s) of the work is to be performed, completed and managed at vendor site.

The BOROUGH **SHALL NOT** provide workspace for the contractor.

## **Required Review**

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable material shall be made in writing and received by the BOROUGH Purchasing Division at least seven (7) days before the proposal closing date and time. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offerors' proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Purchasing Division, in writing, at least seven (7) days before the date and time set for the RFP closing.

Address all questions, objections, or comments to: BOROUGH Chief Procurement Officer, Carolyn Yurkovich. Contact information is shown above.

The Fairbanks North Star Borough assumes no responsibility for any interpretation or representations made by any of its officers, agents, or employees unless interpretations or representations are incorporated in a written amendment to the RFP.

## **Amendments**

If an amendment is issued, it will be provided to all who registered and are on the Plan holder's list. The amendment is also published on the BOROUGH'S online procurement solicitation website.

## **Alternate Proposals**

Offerors may only submit one (1) proposal for evaluation.

Alternate proposals shall not be considered unless specifically requested in the RFP document.

## **Right of Rejection**

Offerors must comply with all of the terms of the RFP, BOROUGH Code of Ordinances Title 16, and all applicable local, state, and federal laws, codes, and regulations. The BOROUGH Purchasing Division shall reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors shall not restrict the rights of the BOROUGH or qualify their proposal. If an offeror does so, the BOROUGH Purchasing Division shall declare the proposal non-responsive and eliminate it from further consideration.

The BOROUGH Purchasing Division has the authority and discretion to waive irregularities on any and all proposals if in their judgment such waiver would be in the best interest of the Borough and would not negatively impact the integrity of the procurement process or provide an unfair competitive advantage.

The BOROUGH reserves the right to refrain from making an award if it determines that to be in its best interest.

### **Withdrawal, Modification or Correction**

After depositing a proposal, an offeror may withdraw, modify or correct their proposal, providing the BOROUGH Purchasing Division receives the request for such withdrawal, modification, or correction before the time set for the submittal deadline. The original proposal, as modified by such written communication shall be considered as the proposal. No offeror shall be permitted to withdraw their proposal after the time set for submittal deadline.

### **Late Proposals**

Late proposals are proposals received after the time and date set for submittal deadline. Proposals shall be received during the period and at the place stated in this RFP. It is the sole responsibility of the offeror to see that their proposal is submitted prior to the scheduled due date and time for RFP submittals. Any proposal received after the scheduled due date and time will not be considered, but will be held unopened in the file, unless other disposition is requested or agreed to by the offeror. Other disposition will not occur until after award.

### **BOROUGH Not Responsible for Preparation Costs**

The BOROUGH will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the BOROUGH and may be returned only at the BOROUGH'S option. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the BOROUGH Purchasing Division does so, and if the BOROUGH Purchasing Division agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

### **Subcontractors**

Subcontractors shall not be allowed.

### **Joint Ventures**

Joint ventures will not be allowed.

### **Offeror's Certification**

By signature on their proposal, offerors certify compliance with:

- a) BOROUGH Code of Ordinances Title 16,
- b) the applicable portion of the Federal Civil Rights Act of 1964,
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- d) the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government,
- e) all terms and conditions set out in this RFP,

- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury, and
- g) that their offers shall remain open and valid for at least 90 days.

If any offeror fails to comply with (a) through (g) of this paragraph, the BOROUGH reserves the right to eliminate the proposal from consideration, terminate the contract, or consider the contractor in default.

### **Gratuities and Kickbacks**

The offeror acknowledges and agrees to Section 16.70.030 of the Fairbanks North Star Borough Code which provides as follows:

"It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order."

### **Lobbying**

To insure that the RFP selection process is not distorted or compromised by private lobbying outside the procedures designed to produce the best proposal for the Borough and the public:

- a) No offeror may disclose his proposal to members of the selection committee, nor to members of the Borough Assembly, prior to the issuance of the Notice of Intent to Award.
- b) The Borough shall select those proposals which are responsive and which merit further discussion. Any person whose proposal is selected for further discussion shall confine all contacts with the Borough to those permitted by the formal selection procedures. Any person whose proposal is not selected must not discuss the matter with committee members nor with assembly members, but may file a protest under the Borough Procurement Code, BOROUGH 16.65.010.

The prohibitions in this section apply whether or not the committee member or assembly member has a personal or financial interest in the outcome of the selection process.

The following provisions apply to violations of this section:

- a) If the violation is discovered prior to award, and the selection process has not been compromised, then the proposal offered by the violator shall be disqualified from further consideration; if the selection process has been compromised such that the Borough must cancel this RFP and issue a new one, then the offeror shall be liable to the Borough for all costs of issuing a new RFP for similar or substantially similar services.

- b) If the violation is discovered after the award, then the contract is voidable at the sole option of the Borough, and the vendor shall be liable to the Borough for: (1) the difference, if any, between the cost of the vendor's services under the existing contract, and the cost of any new vendor's services under a new contract for similar or substantially similar services; in no case shall the Borough be liable to the vendor for any savings under a new contract, and (2) for the reasonable costs of issuing a new RFP for similar or substantially similar services, and (3) for any costs of obtaining such services on an emergency or expedited basis; the violator is liable to other offerors under the same RFP for their costs of proposal preparation. The purpose of this subsection, and only this subsection, is to create enforceable rights in third parties. The provisions of this subsection apply to those persons not submitting proposals, but who would have done so if not for the actions of the violator. Such third parties may assert such claims only after the Borough makes a finding that such a violation has occurred. No other provision of this RFP creates enforceable rights in third parties.

The provisions of this subparagraph relating to sanctions does not limit the power of the Borough, or any third party, to seek other remedies under the Borough Code, the Statutes, or the laws of the United States.

### **Environmental Requirements**

The Contractor recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to projects being financed in whole or in part with Federal and State funds. The Contractor and any of its sub-contractors agree to comply with any such requirements as the federal or state government may now or in the future promulgate.

### **Responsibility to Keep Informed**

It is the offerors' responsibility to keep informed. Failure to do so may result in a proposal being declared non-responsive and eliminated from further consideration.

## **SECTION TWO**

# **STANDARD PROPOSAL INFORMATION**

### **Proposal Transmittal Form**

The Proposal Transmittal Form shall serve as the cover sheet to an offeror's proposal. This form must include an original signature of the individual authorized to bind the offeror to the provisions of the RFP.

### **Site Inspection**

The BOROUGH may conduct on-site visits to evaluate the offerors' capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal eliminated from further consideration, to provide the BOROUGH reasonable access to relevant portions of their work sites. Site inspections will be performed by individuals designated by the BOROUGH Purchasing Division at the BOROUGH'S expense.

### **Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP, or that diminish the BOROUGH'S rights under any contract resulting from the RFP, will be considered null and void. The BOROUGH is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the BOROUGH'S rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### **Discussions with Offerors**

The BOROUGH may conduct oral and/or written discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers.

The BOROUGH may award a contract on the basis of initial proposals received, without requesting clarification, discussions or a best and final offer. Therefore, each initial proposal shall contain the Offeror's best terms from cost/price and technical standpoints.

### **Evaluation of Proposals**

The evaluation committee, made up of at least three (3) BOROUGH employees or designees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in the RFP.

### **F.O.B. Point**

All goods purchased through this contract shall be F.O.B. Final Destination. Unless specifically stated otherwise, the prices offered must include all of the costs associated with delivery, to include, but not be limited to, packaging, insurance, transportation and delivery to the Fairbanks North Star Borough, *Division of Treasury/Budget, 809 Pioneer Road, Fairbanks, Alaska, 99701.*



### **Extension of Prices**

In the case of error in the extension of prices in the proposal, the unit price shall govern.

### **Vendor Tax Number**

If goods or services procured through this RFP must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the BOROUGH before payment shall be made.

### **Converting Offeror's Cost or Price to Points**

The maximum score for the Cost or Price Schedule included in this RFP, as provided by the offerors, shall be awarded to the firm offering the lowest total cost or price. Appropriate proportional scores shall be assigned to the other Offerors.

### **Notice of Intent to Award (NOIA)**

After the completion of the evaluation and scoring process, the BOROUGH Purchasing Division will issue a written Notice of Intent to Award (NOIA) and send copies to all offerors. The NOIA will indicate the name and address of the successful offeror.

### **Post Award Negotiations**

After the Notice of Intent to Award has been issued, the Borough and the successful offeror may conduct good faith negotiations to address non-material aspects of the resulting contract. Should the Borough be unable to negotiate a contract with the successful offeror, negotiations will be formally terminated. The Borough may then initiate negotiations with the second highest ranked offeror. This process will continue until an agreement is reached.

### **Protest**

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the BOROUGH Chief Procurement Officer. A protest with respect to a request for proposal shall be submitted in writing prior to the closing date, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to the closing date. The protest shall be submitted within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protestor; (2) the signature of the protestor or the protestor's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) a non-refundable filing fee of \$75.00. Protests shall be treated in accordance with BOROUGH Code of Ordinances 16.65.010.

Notwithstanding any other provision of this section, an interested person is free at any time to contact the BOROUGH Purchasing Division for the purpose of clarifying selection procedures.

## **SECTION THREE STANDARD CONTRACT INFORMATION**

### **Disputes**

Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in Fairbanks, Fourth Judicial District, State of Alaska.

### **Severability**

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

### **Federal Requirements**

Any provision required to be included in a contract resulting from this RFP, by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation, shall be deemed to be incorporated herein.

### **Right to Inspect Place of Business**

At reasonable times, the BOROUGH may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the BOROUGH makes such an inspection, the contractor must provide reasonable assistance.

### **Assignment**

The contractor may not transfer or assign any portion of the contract without prior written approval from the BOROUGH.

### **Contract Approval**

This RFP does not, by itself, obligate the BOROUGH. The BOROUGH'S obligation shall commence when the contract is signed by the Borough Mayor or mayor's designee. Upon written notice to the contractor, the BOROUGH may set a different starting date for the contract. The BOROUGH shall not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the BOROUGH.

### **Acceptance of Standard Contract Provisions/Contract**

By submitting a response to this RFP, offeror accepts the Standard Terms and Conditions and contract set forth in the attached sample contract. The BOROUGH will not negotiate changes to material provisions. **The BOROUGH will not negotiate changes to material provisions, specifically in the Sample Contract (Attachment E) for 9) Insurance Requirements; 11) Indemnification; and 12) Defense and Hold Harmless Provision; and Termination.**

Offerors requesting additions or exceptions to nonmaterial requests shall submit the exception accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. Offerors must address these issues via e-mail or in writing to the procurement

specialist no less than one week prior to the submittal deadline. Questions received after the deadline may not be considered.

The successful contractor shall be required to sign and submit a contract that is similar to the "Sample Services Contract" included in this RFP. **Any additional contracts which the Offeror requests the BOROUGH to sign shall become part of the BOROUGH Contract.**

After the Notice of Award is issued, the successful contractor will have ten (10) days to return signed contract documents, a Certificate of Insurance, and any bond requirements, in accordance with the specifications identified in this RFP.

### **Proposal as a Part of the Contract**

This solicitation document shall become part of any contract resulting from this Request for Proposal (RFP).

### **Insurance Requirements**

Prior to commencing any work under a contract resulting from this RFP, the successful offeror shall provide a Certificate of Insurance in a form acceptable to the Borough showing that they have the required insurance coverage. The required coverage must be obtained and maintained with an insurance company rated "Excellent" or "Superior" by A.M. Best Company, or specifically approved by the Borough risk manager.

If an offeror has a question as to their ability to provide the required coverage they should consult with their agent or broker prior to submitting a response to the RFP.

- a) **Limits:** The successful offeror shall obtain insurance for not less than the following limits:  
Commercial general liability, occurrence basis: \$1,000,000 limit per occurrence;  
Comprehensive automobile liability: \$1,000,000 combined single limit;  
Workers' Compensation coverage including Employer's Liability with limits of:  
\$100,000 each accident, \$500,000 disease--policy limit, and \$100,000 disease--each employee.
- b) **Automobile Liability Insurance:** All autos, or all owned, non-owned, and hired automobiles must be insured when the successful offeror is using them to do work resulting from this RFP.
- c) **Workers' Compensation:** Any employee of the successful offeror must be covered by workers' compensation insurance during the term of work resulting from this RFP. *Sole Proprietors* - The successful offeror must sign a workers' compensation release on a form provided by the borough; *Partnerships* - Every partner must sign a workers' compensation release on a form provided by the borough. Offeror's workers' compensation policy shall be endorsed to include a waiver of subrogation in favor of the Borough.
- d) **Alternate Coverage:** A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section.
- e) **Additional Insured:** During the term of work, the successful offeror shall add and maintain the Borough as an additional insured in the Offeror's commercial general liability policy. This policy shall provide primary coverage for the Borough, and it shall provide that the policy treats each additional insured as though the insurer had issued separate policies.
- f) **Cancellation:** The insurer shall send the Borough thirty (30) days written notice before it cancels, refuses to renew, or materially alters coverage required by this contract. The successful offeror shall assure that the insurance policies include a provision requiring this prior notice.

### **Contract Funding**

Borough funds unless noted elsewhere in the RFP, are available for the initial purchase and/or the first term of the contract resulting from this RFP. Payment and performance obligations for future purchases and/or contract renewals are subject to the availability and appropriation of funds.

### **Proposed Payment Procedures**

The BOROUGH will make a single payment when all of the deliverables are received and the contract is completed and approved by the project manager.

### **Contract Payment**

Under no conditions shall the BOROUGH be liable for the payment of any interest charges associated with the cost of the contract.

### **Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the project manager. If performed, the scope of the debriefing shall be limited to the work performed by the contractor.

### **Contract Personnel**

The project manager must approve any change of the project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the Borough may be grounds for the Borough to terminate the contract.

### **Indemnification, Defense and Hold Harmless Provision**

The Offeror shall defend, hold harmless and indemnify the Borough, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the Offeror's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the Offeror. This duty to defend, indemnify, and hold harmless shall include the Offeror's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the BOROUGH'S sole negligence or its willful misconduct.

This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

"Offeror" and "Borough" as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

### **Termination**

Both parties may agree in writing to terminate this agreement at any time; either party may terminate the contract if the other party fails to perform in the manner called for in the contract; the Borough may terminate the contract for its own convenience on thirty (30) days written notice; and the agreement will terminate if the Borough Assembly fails to appropriate necessary funds or repeals all or substantially all of the appropriations which fund this agreement.

In case of default by the contractor, for any reason whatsoever, the Borough may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost or other remedies under law or equity.

If this contract is terminated, the contractor has no further duty to perform other than that work reasonably necessary to stop work in a safe and workmanlike manner. Likewise, if this contract is terminated, the Borough has no further duty to pay the contractor except for the work satisfactorily completed or goods delivered and accepted, as of the date of termination, and the additional work completed as being reasonably necessary to stop work in a safe and workmanlike manner.

### **Impossibility to Perform**

The contractor is not liable for any failure to perform its obligations under this agreement, if that failure is caused by any unforeseeable force beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this agreement, such forces shall mean any emergency under the Alaska Disaster Act (AS 26.23); war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment, or labor because of priority, allocation, or other regulations of any governmental authorities.

### **Inspection and Modification -- Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The BOROUGH may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, they may direct the contractor to make such changes. The contractor shall not unreasonably withhold such changes.

### **Contract Changes - Unanticipated Change Orders**

During the course of this contract, the contractor may be required to perform additional work. That work shall be within the general scope of the initial contract. When additional work is required, the project manager shall provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data may be required to justify the cost of such change orders per BOROUGH Code 16.30.080.

The contractor shall not commence additional work until the project manager has secured any required BOROUGH approvals and issued a written contract change order.

### **Affirmative Action/Equal Opportunity**

The BOROUGH is an Affirmative Action/Equal Opportunity employer. The BOROUGH, and all its contractors, vendors and suppliers, agree and certify that they shall comply with the requirements of all pertinent Federal and State laws relating to equal opportunity in contracting and procurement activities.

### **Project Manager**

After award of this contract, the project manager, or his designee, shall be the BOROUGH'S authorized representative in all matters pertaining to the administration of the terms and conditions of this contract and to whom all notices must be sent. The successful contractor's contract manager shall be responsible for coordinating all matters pertaining to the resultant contract with the BOROUGH'S project manager.

## **SECTION FOUR BACKGROUND INFORMATION**

### **Background Information**

Background information concerning this project is as follows.

The Fairbanks North Star Borough is a second-class Borough that was incorporated on January 1, 1964 under the provisions of the State of Alaska Borough Act (1963), as amended. The Borough operates under a strong Mayor-Assembly form of Government. The Borough administrative offices are in Fairbanks, Alaska.

The Borough covers 7,361 square miles of the Tanana River Valley of the interior region of Alaska and has a population of 96,888. Two first-class cities are located within the Borough's boundaries: North Pole with 1,710 residents and Fairbanks with a population of 30,552. There are also two large military installations within the Borough, Fort Wainwright Army Post and Eielson Air Force Base. These installations account for over one-fifth of the Borough's population.

Among the areawide Borough powers is the assessment and collection of real property tax. The Fairbanks North Star Borough encompasses nearly 52,000 land parcels and of those, approximately 45,300 are taxable. Both cities within the Borough levy an annual property tax in addition to the Borough levy. The Borough is the tax collecting agent for both cities.

Alaska State Statute mandates billing of real property tax by July 1st each year. It is the responsibility of the Treasury and Budget Division of the Fairbanks North Star Borough Finance Department to bill and collect the annual taxes. Annual tax bills are prepared and mailed for each land parcel with taxes due. The bill consists of two remittance stubs to be returned with payments. Taxpayers have the option of paying taxes in two installments. The first payment is due September 1st and delinquent thereafter and the second payment is due November 1st and delinquent thereafter.

## SECTION FIVE SCOPE OF WORK

### Scope of Work

The Department of Finance, Division of Treasury and Budget, is soliciting proposals for the printing and mailing of the annual real property tax bills and notices for the 2015 tax year. Printing and mailing services specified in this solicitation are provided once a year. The printing and mailing services specified in this solicitation pertain to the production of the annual property tax billing statements.

The Offeror shall comply with all tax collection regulations set forth in the FNSB Code of Ordinances Section 3.08 (See Attachment G) and applicable State and Federal laws. These regulations include, but are not limited to mailing of tax statements, forms, address corrections, certain historical data and due dates.

### Contract Terms

The Contractor's duties begin on February 1, 2015 or when both parties have signed the Services Contract, whichever is later. This agreement will end by its own terms, or the Contractor will complete performance no later than January 31, 2016.

### Contract Renewal Options

The Borough reserves the option to renew this contract upon written agreement of both parties for four additional one-year periods. All renewals are to be for a period of one year at the same terms, conditions, and price set forth herein.

However the Contractor, at least 120 days prior to the contract anniversary date, may request in writing, changes to the terms, conditions and pricing. Approved changes cannot constitute substantial changes to the contract and must be supported with appropriate written documentation.

The approval of any change(s) is at the sole determination of the Borough.

### Termination of Convenience

Termination of the agreement may occur by mutual consent, for the convenience of either party, or for cause, where the other party fails in any material way to perform its obligations under this contract. The latter termination requires 120 days notice prior to the effective date of the termination.

### Offeror Representative

The successful Offeror shall appoint a Contractor Representative who shall act as the Borough's contact person for purposes of contract administration. The Contractor Representative shall be available from 8 a.m. to 5 p.m., Alaska Prevailing time, Monday through Friday.

### Technical Support

The Offeror shall have technical staff available to work with the FNSB during FNSB's normal hours of operation, 8 am to 5 pm, Alaska Standard Time, Monday thru Friday, during the proposed production schedule. For the purpose of this RFP, a technical staff person is a staff member who will be able to assist the FNSB with issues of receiving and reading electronic data, making corrections on proofs, and answering other questions that may arise.

### Specifications of Goods

a. 30,000 TAX BILLS WITH 1 MAILING ENVELOPE AND 2 RETURN ENVELOPES

One unit consisting of: Tax Bill printed on 8 1/2" x 14", 24# white bond paper, two color ink (red and black) on face with shading with two full horizontal perforations that signify two 3 inch payment stubs; Laser or preprinting on face; Print on one-half of back; One standard #10 mailing envelope glassine window with one color face, one version; Two standard #9 return envelopes, one color face, one version. (See Attachment H)

b. 14,000 TAX NOTICES WITH 1 MAILING ENVELOPE

One unit consisting of: Tax Notice printed on 8 ½" x 11" white bond paper, 2 color ink (red and black) on face with shading; Print on one-half of back; No perforation; Laser or preprinting on face; One standard #10 mailing envelope glassine window with one color face, one version; No return envelope; (See Attachment I)

c. 2,000 BLANK FORMS

Preprinted blank tax notice and /or bill forms for printing of duplicates on demand with pre-pint on back.. Forms shall be provided on an as needed basis to replenish in-house stock.

d. 50,000 8 ½ " x 11" PERFORATED PAPER

Perforated paper with a three inch stub at the bottom. Perforated paper shall be provided on an as needed basis to replenish in-house stock.

e. 10,000 ENVELOPES

Identical #10 mailer envelopes with a glassine window used to do the mass tax bill/notice mailing. Envelopes shall be provided on an as needed basis to replenish in-house stock.

**Printing Processing Requirements for Tax Bills/Notices**

- a. The Offeror shall data print and mail within a 10-12 day time frame (within last 2 weeks of June of each year). See 2014 Production Schedule.
- b. The Offeror shall receive two data files, (one file for tax bills, one file for tax notices), as an e-mail attachment or provide a FTP site for upload of data file. (Sample File Layout Attachment I)
- c. The Offeror shall provide two sets of proofs before final production. (1) Lithograph proof: actual lithography printed on 24# paper and (2) Data proof: FNSB data produced from data file. Proofs shall be sent directly to the Borough's Project Manager.
- d. The Offeror shall process the input file through Coding Accuracy Support System C.A.S.S. certified software to secure lowest postal rates.
- e. The Offeror shall create two forms; a tax bill and a tax notice. These will differ in size and in the remittance stub area. Both forms shall contain up to four different font sizes and selections.
- f. The Offeror shall have the ability to print a machine-readable type "A" font Optical Character Recognition (OCR) line on the tax bills for scanner processing. The OCR line shall be printed in a specific location on both payment stubs. The perforation line on the bill for stubs shall be easily separated and placed as to not interfere with the OCR line and/or other information on the stub.
- g. Each tax bill and tax notice shall be folded and inserted into the outgoing envelope. Bills shall be folded in such a way as to not cause confusion when separating the payment stub. Two #9 return envelopes shall be inserted with the tax bills only. The outgoing envelope (company imprinted) is sealed, trayed, tagged and delivered to the post office on the scheduled mail date. Offeror shall be required to multi-stuff more than one bill per envelope when applicable.
- h. The Offeror shall provide a mailing report that includes property owner name and address and a volume report broken down by zip code within ten days of mailing out tax bills and notices.

**Mailing Requirements for Tax Bills/Notices**

- a. The Offeror shall have all forms reviewed by a USPS Mailpiece Design Analyst to guarantee processing on postal service automated equipment.
- b. The Offeror shall meet all postal regulations for printing and mailing to assure best possible postage rates for FNSB.
- c. Mailers and return envelopes shall be barcoded to meet zip+4 requirements. The successful Offeror shall be responsible for additional postage if barcoding is not readable by the USPS.



- d. The Offeror shall provide verification of mailing including a report of the number of pieces mailed. See Attachment X.

**Advances in Technology**

- a. As technology advances and/or Code and State Statute changes occur, the Offeror shall be prepared to present and discuss new possibilities for bill/notice delivery systems, uploading/downloading data, reports, etc.

**Performance Bond**

The successful bidder shall be required to submit a performance bond equal to the cost price of the proposal ten days from the publishing the Notice of Award. An irrevocable letter of credit, cashier's check, and cash are acceptable forms of bonds. The performance bond will be returned upon satisfactory completion of the original contract and any extension or renewal thereof.

**TAX BILL/NOTICE PRODUCTION SCHEDULE**

Send First Draft of Changes to Vendor via Fed Ex .....	02/20/15
First Litho Proof Received by FNSB via Fed Ex.....	02/27/15
Proof Returned to Vendor with Corrections via Fed Ex.....	03/06/15
Second Litho Proof Received by FNSB via Fed Ex .....	03/20/15
Second Litho Proof Returned to Vendor with Correction or Approval via Fed Ex .....	03/27/15
First Test File Sent to Vendor.....	04/06/15
First Test File Received by Vendor .....	04/06/15
First Test Data Proof Received by FNSB via Fed Ex.....	04/13/15
First Test Data Proof Approval or Correction Sent to Vendor via Fed Ex .....	04/20/15
Second Test File Sent to Vendor .....	05/08/15
Second Test File Received by Vendor .....	05/08/15
Second Test Data Proof Sent to FNSB via Fed Ex.....	05/15/15
Data Proof Approved.....	05/18/15
Postage Received by Vendor .....	05/29/15
Send Live Data .....	06/15/15
Live Data Received by Vendor .....	06/15/15
Final Live Data Proofs sent to FNSB via Fed Ex.....	06/19/15
Final Data Proofs Approved .....	06/22/15
MAIL DATE .....	06/30/15
Postage Reconciliation Sent to FNSB.....	07/06/15

### **Minimum Requirements**

An offeror's failure to meet these minimum requirements shall cause their proposal to be considered non-responsive and their proposal will be eliminated from further consideration.

- a. Offerors shall have at least three years experience in printing and processing high volume (40,000 or more pieces) bulk mailings.
- b. Offerors shall have at least one employee that has USPS presort training for mass mailings.
- c. Offerors shall have at least three years experience in barcoding mailers and return envelopes.

### **Work Schedule**

The contract term and work schedule set out herein represent the FNSB's best estimate of the schedule that shall be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days.

The length of the contract shall be from the date of award, approximately February 01, 2014, for approximately 12 calendar months until completion, approximately January 31, 2016.

The approximate contract schedule is as follows:

- a. Issue RFP **December 9, 2014.**
- b. RFP Submittal Date and Time **January 8, 2015 @ 5:00 p.m.**
- c. Proposal Evaluation Committee completes evaluations by **January 16, 2015.**
- d. FNSB issues Notice of Intent to Award a Contract **January 16, 2015.**
- e. FNSB issues contract **January 22, 2015.**
- f. Contractor returns signed contract **February 2, 2015.**
- g. Contract starts **February 9, 2015.**
- h. See above the **TAX BILL/NOTICE PRODUCTION SCHEDULE.**

## **SECTION SIX PROPOSAL FORMAT AND CONTENT**

### **Proposal Format and Content**

The FNSB discourages overly lengthy and costly proposals. In order for the FNSB to evaluate proposals fairly and completely, offerors must follow the format set out herein and provide all of the information requested.

Proposals must include the complete name and address of the company and the name, mailing address, and telephone number of the person the FNSB should contact regarding the proposal.

### **Submittal Format Requirements**

Offerors are required to submit their proposals in accordance with the maximum number of pages and content requirements indicated in the following table. Proposals shall not be written in a font size smaller than 9 point in any portion of the document.

Each section of the offerors' proposal shall be keyed to the following identified Proposal Content Requirements and assembled in the order listed herein so that the requirement to which information or data applies shall be plainly evident at the top of each page. Material not so identified or assembled may be discarded without evaluation.

Information shall not include generalized promotional material, resumes, statement of experience, qualifications or capabilities, or other material that is not germane to the proposed agreement. Failure to provide a proposal in conformance with these requirements may cause a proposal to be declared non-responsive and eliminated from further consideration.

Maximum Number of Pages	Proposal Content Requirements
1	Item 1: Proposal Transmittal Form (with original signature) as the cover page of the proposal
1	Item 2: Minimum Requirements
3	Item 3: Coordination and Management
3	Item 4: Product and Production (Requested samples are excluded from the maximum number of pages.)
2	Item 5: Technical Support
4	Item 6: Experience and Qualifications
1	Item 7: Non-Collusion Affidavit
1	Item 8: Letter of Intent to meet Insurance/Bonding Requirements
1	Item 9: Copy of current Alaska Business License or current business license number shown on Proposal Transmittal Form.
2	Item 10: Price Proposal (Submitted in a separate sealed envelope).
19	<b>MAXIMUM TOTAL PAGES FOR RFP SUBMITTAL</b>

## **Proposal Content Requirements (Detailed)**

### **Proposal Transmittal Form**

The Offerors shall include a fully completed and signed Proposal Transmittal Form as the cover sheet to the RFP. The Proposal Transmittal Form is located in Section Eight of this RFP. Failure to include this form fully completed and including an original signature shall cause the proposal to be declared non-responsive and eliminated from further consideration.

### **Minimum Requirements**

Offerors shall indicate how they meet each of the minimum requirements, if any, listed in Section Five of this RFP.

### **Coordination and Management**

Offerors shall address their approach to performing the proposed services. Describe any special approaches or concepts developed by the firm relevant to the required services. Provide a comprehensive narrative statement that sets out the management plan to meet FNSB's project schedule to include a detailed description of services to be provided and constraints (procedures, time, money, personnel, equipment, etc.) to be offered. Include your firm's total workload, particularly current and future commitment of key personnel, facilities and other resources that would be relevant to the production schedule outlined in the RFP.

### **Product and Production**

Offerors shall provide information on the types of form printing available (i.e. preprinted with data laser imaging, etc). Offerors shall include with their proposal two sample billing forms; (1) a preprinted sample form produced or purchased for use by your firm for a present client with multi color ink, shading and variable font sizes and (2) a data imaged or data printed form with a machine readable OCR line.

### **Technical Support**

Offerors shall describe the breadth of technical support services to be provided, to include hours of operation, contact method, policy on trouble call escalation etc.

### **Experience and Qualifications**

Offerors shall provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors shall provide a narrative description of the organization of the project team.

Offerors shall provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

1. title,
2. work experience and qualifications,
3. location(s) where work will be performed, and
4. Itemize the number of estimated hours for each individual named above.

Offerors shall provide a list of **“three”** current customers for whom they have provided similar goods or services. These references shall include demonstrated ability in the following areas, but not limited to printing and processing high volume bulk mailings (40,000 individual pieces or higher); barcoding; OCR printing. The customer names, phone numbers and point of contacts shall be included. The FNSB may contact these references to evaluate the Offerors' past performance. Offerors who do not provide a minimum of **“three”** references may be considered non-responsive and eliminated from further consideration.

### **Cost/Price Proposal**

Cost or price information shall not be included in any other part of the offeror's proposal unless specifically requested.

Offerors are to complete the cost or price proposal form provided in Section Eight of this RFP.

The offeror shall state prices in the units of issue on this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided, without further cost. Prices quoted in this RFP must be exclusive of federal, state and local taxes. If the offeror believes that certain taxes are payable by the Borough, the offeror may list such taxes separately, directly below the RFP price for the affected item. The price indicated is subject to review by the FNSB for any subsequent renewal.

### **Non-Collusion Affidavit**

Offerors shall submit a completed copy of the Non-Collusion Affidavit with their proposal. This form is provided in Section Eight of this RFP.

## **SECTION SEVEN**

# **EVALUATION CRITERIA AND CONTRACTOR SELECTION**

### **Initial Evaluation**

Initially, all proposals will be reviewed by the FNSB Purchasing Division to determine if they are administratively responsive to the RFP.

Those proposals that are administratively responsive will be distributed to the evaluation committee. First, the committee will determine if the proposal meets all of the minimum requirements (if applicable). This is a pass/fail evaluation. Second, those proposals that pass the minimum requirements evaluation, will then be evaluated based on the evaluation criteria described below.

After this evaluation is complete, the Borough may elect to request oral and/or written discussions with those offerors determined to be within the competitive range. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers.

However, the FNSB may award a contract on the basis of initial proposals received, without requesting clarification, discussions or a best and final offer. Therefore, each initial proposal shall contain the Offeror's best terms from cost/price and technical standpoints.

### **Evaluation Criteria (Overview)**

Each of the identified criterion has an assigned weight (whole numbers between 1 and 100) that is used to establish their relative importance in the evaluation process.

The criterion for this RFP is as noted here and defined in further detail in the rest of this section.

<u>Criterion</u>	<u>Weight</u>
Coordination and Management	20
Product and Production	25
Technical Support	10
Experience & Qualifications	20
Cost/Price proposal	25

**Total Weight of All Criterion equals 100.**

### **Award**

Award shall be made to the responsive offeror whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to the FNSB taking into consideration cost/price and the evaluation factors set forth in the Request for Proposals.

## Evaluation Criterion (Detailed)

The following are examples of the type of questions that may be used in the evaluation process.

### Coordination and Management

Weight of “20”

- How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- How well has the offeror identified pertinent issues and potential problems related to the project?
- How well does the management plan illustrate the lines of authority and communication?
- Does it appear that the offeror can meet the schedule set out in the RFP?
- How well is accountability completely and clearly defined?
- Is the organization of the project team clear?

### Product and Production

Weight of “25”

- To what extent does the offeror already have the hardware, equipment, software, and licenses necessary to perform the contract?
- Has the offeror provided samples of billing forms?
- Does the offeror have the ability to print a data image or data printed form with a machine readable in ORC line?

### Technical Support

Weight of “10”

- Does the offeror have technical staff available during the FNSB’s normal hours of operation?
- Has the offeror clearly described the breadth of technical support to be provided?
- Has the offeror stated their contact method and policy on trouble call escalation?

### Experience and Qualifications

Weight of “20”

Questions regarding personnel.

- Do the individuals assigned to the project have experience on similar projects?
- How extensive is the applicable education and experience of the personnel designated to work on the project?
- How knowledgeable are the offerors’ personnel of USPS current postal regulations to including but limited to, bulk mailing, barcoding and how many individuals have worked in the area previously?



Questions regarding the firm.

- How well has the firm demonstrated experience in completing similar projects on time and within budget?
- How successful is the general history of the firm regarding timely and successful completion of projects?
- How well has the firm demonstrated experience in CASS certification, postage and mailing reports for other municipalities and/or government entities?

**Contract Cost or Price**

Weight of “25”

The maximum score for the Cost or Price Schedule included in this RFP, as provided by the offerors, shall be awarded to the firm offering the lowest total cost or price. Appropriate proportional scores shall be assigned to the other offerors using the following formula:

$$\frac{\text{Lowest proposal cost/price} \times \text{maximum points available}}{\text{Higher proposal cost/price}} = \text{Proposal Score}$$

## **SECTION EIGHT ATTACHMENTS**

- A. Offeror's Checklist**
- B. Proposal Transmittal Form**
- C. Non-Collusion Affidavit**
- D. Sample Signer's Acknowledgement Form**
- E. Sample Services Contract**
- F. Cost/Price Schedule**
- G. FNSB Code 3.08**
- H. Tax Bill Form (1 Mailer Envelope & 2 Return Envelopes)**
- I. Tax Notice Form (1 Mailer Envelope)**
- J. Tax Bill Print File Layout/Tax Notice Print file Layout**

## ATTACHMENT A OFFEROR'S CHECK LIST

Offerors are advised that, notwithstanding any instructions or inferences elsewhere in this Request for Proposal, the instructions provided and the documents shown on this sheet need be submitted with and made part of their proposal. Other documents may be required after the submittal deadline, but prior to award. Offerors are advised that failure to follow these instructions or submit the documents shown on this sheet and return the forms in the condition indicated MAY RENDER THE PROPOSAL NON-RESPONSIVE and eliminate it from further consideration,

**NOTE: Only those instructions or items marked with an (X) are applicable to this procurement.**

X	The Proposal Transmittal Form is to serve as the cover sheet for the offeror's proposal. One original of the Proposal Transmittal Form must be manually (original signature) signed and properly filled out. A copy of this form can be provided with the required number of proposal copies.
X	The person signing the proposal must initial all erasures or other changes. Note: "White Out" or other liquid correction methods must be initialed.
X	The offeror shall submit a letter of intent in their proposal indicating how they will meet insurance and/or bonding requirements of this RFP.
X	All amendments that require acknowledgment shall be acknowledged in the space provided on the Proposal Transmittal Form or by manually signing (original signature) the Amendment Sheet and submitting it prior to the submittal deadline.
X	The proposal must include a response to the Scope of Work as defined in Section Five, in accordance with proposal format instructions in Section Six.
X	The Non-Collusion Affidavit form must be completed and submitted with the offeror's proposal.
X	A cost/price schedule must be submitted in a separate sealed envelope from the technical proposal. Only one copy of the cost/price schedule shall be submitted.
X	A copy of current Alaska Business License shall be included in the proposal or the current license number be provided on the Proposal Transmittal Form or provided within ten days of notice of award.
X	The successful bidder shall be required to submit a performance bond equal to the cost price of the proposal ten days from publishing the Notice of Award. And irrevocable letter of credit, cashier's check, and cash are acceptable forms of bonds. The Performance Bond will be returned upon satisfactory completion of the original contract and any extension or renewal thereof.

**ATTACHMENT B**  
**PROPOSAL TRANSMITTAL FORM**  
*This form is to be completed in full, signed and submitted as the cover sheet of the proposal.*

I certify that I am a duly authorized representative of the firm listed below and that information and materials enclosed with this proposal accurately represent the capabilities of the office listed below for providing the services indicated and comply with all provisions in this RFP. In addition, I certify that I am a company officer empowered to bind the company to the requirements of this RFP and to our proposal. The Borough is hereby authorized to request anyone identified in this proposal to furnish any pertinent information deemed necessary to verify information provided or regarding reputation and capabilities of the firm.

**A. Amendments**

The offeror represents to the Borough that it has relied upon no oral representations from the Borough or its consultants in the preparation of this proposal. If any amendments are issued to this RFP, offeror must acknowledge the receipt of such amendments in the space provided on the line below or by signing the amendment and submitting it before the submittal deadline, unless the amendment states otherwise. Proposals that fail to acknowledge receipt of amendments may be considered non-responsive and be eliminated from further consideration.

The offeror acknowledges receipt of the following Amendments: \_\_\_\_\_

**B. Original Signature**

This Transmittal Form must include an original signature. A proposal shall be considered non-responsive and eliminated from further consideration if an original signature is not included.

\_\_\_\_\_  
Signature of Representative

Office Address for which this submittal is made:

Date: \_\_\_\_\_

Street: \_\_\_\_\_

Name: \_\_\_\_\_

PO Box: \_\_\_\_\_

Title: \_\_\_\_\_

City State Zip: \_\_\_\_\_

Firm: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_  
(with area code)

Alaska Business License No.: \_\_\_\_\_

Email Address: \_\_\_\_\_



# ATTACHMENT D

## SAMPLE SIGNER'S ACKNOWLEDGMENT FORM

*(This is a sample of the form that the successful proposer will be required to execute and return to the FNSB with any signed contract documents.)*

**The signer of the agreement and the signer of this Acknowledgment must be the same person.**

**(Mark only one – all signatures must be notarized)**

STATE OF ALASKA )  
 )SS  
FILL-IN DISTRICT JUDICIAL DISTRICT )

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**The Contractor is a sole proprietorship**

The foregoing Contract was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

by \_\_\_\_\_  
(Print Name of Proprietor)  
of \_\_\_\_\_  
(Print Name of Company)  
\_\_\_\_\_  
(Signature of Proprietor)

---

**The Contractor is a partnership**

The foregoing Contract was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

by \_\_\_\_\_, partner (or agent)  
(Print Name of Acknowledging partner or agent)  
on behalf of \_\_\_\_\_, a partnership.  
(Name of partnership)  
\_\_\_\_\_  
(Signature of Acknowledging Partner or Agent)

---

**The Contractor is a corporation**

The foregoing Contract was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

by \_\_\_\_\_  
(Print Name of Officer)  
\_\_\_\_\_  
(Title of Officer)  
of \_\_\_\_\_  
(Name of Corporation)

a/an \_\_\_\_\_ Corporation,  
(State of Incorporation)  
on behalf of said Corporation.

\_\_\_\_\_  
(Signature of Officer\*)

(CORPORATE SEAL)

Attest \_\_\_\_\_  
(Corporate Secretary)

\*The signer of the contract should be a corporate officer unless there is a corporate resolution attached authorizing the person to bind the corporation.

**The Contractor is a limited liability company**

The foregoing Contract was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

by \_\_\_\_\_  
(Name of Manager or Managing Partner)  
\_\_\_\_\_  
(Title)  
of \_\_\_\_\_  
(Name of Limited Liability Company)  
\_\_\_\_\_  
(Signature of Manager or Managing Partner)

Attach Letter of Partners indicating Manager's or Managing Partner's authority to enter into agreement.

**Regardless of the type of company, the signature must be notarized. The signer of the contract or agreement and the signer of the above of this Acknowledgment must be the same person.**

(NOTARY SEAL)

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## **ATTACHMENT E**

### **SAMPLE SERVICES CONTRACT**

***(This is a sample of the agreement that the successful proposer will be required to execute and return to the FNSB. Some paragraphs may change to reflect the terms and conditions of this RFP.)***

1. PARTIES. The parties to this contract are the FAIRBANKS NORTH STAR BOROUGH ("Borough"), and ENTER NAME ("Contractor").
2. DUTIES. The Contractor shall perform the duties specified in Borough IFB, RFQ, RFP No. xxx ("Solicitation"). The Contractor understands that the Borough makes no representation that it will look exclusively to the Contractor for the type of services requested. The Contractor will perform its duties under this agreement as an independent contractor.
3. QUALITY OF WORK. The Contractor will perform its duties pursuant to (a) the specifications in the solicitation and (b) the Contractor's specifications or representations in its solicitation submittal. Should the specifications of the solicitation and the specifications or representations of the Contractor's resulting submittal differ, the higher specification is applicable and will control. If there are no specifications, the Contractor will perform its duties in a professional, workmanlike manner, and in compliance with the standards of the Contractor's trade.
4. CONTRACT PRICE. The Borough will pay the Contractor ENTER THE AMOUNT. The Borough will pay on the following terms: (e.g. monthly.) If there are no terms specified in the solicitation, the Borough will pay the full contract price upon acceptance of performance. If the solicitation specifies payment terms of "As Requested," then payment for services will be paid for as the services requested are accepted. Under terms of "As Requested", the Contractor understands that the Borough is not guaranteeing any minimum amount of such services to be requested and is under no obligation to expend any minimum amount of the contract price.
5. CONTRACT TERMS. The Contractor's duties begin on INSERT THE DATE or when both parties have signed this agreement, whichever is later. This agreement will end by its own terms, or the Contractor will complete performance no later than INSERT THE DATE.
6. CONTRACT RENEWAL OPTION.
  - 6.1 The Borough reserves the option to renew this contract upon written agreement of both parties for INSERT NUMBER HERE additional one-year periods. All renewals are to be for a period of one year at the same terms, conditions, and price set forth herein.
  - 6.2 However the Contractor, at least 120 days prior to the contract anniversary date, may request in writing, changes to the terms, conditions and pricing. Approved changes cannot constitute substantial changes to the contract and must be supported with appropriate written documentation.

The approval of any change(s) is at the sole determination of the Borough.
  - 6.4 If the Invitation for Bid or Request for Proposal, upon which the original contract was issued, provides for changes to terms, conditions and pricing for a renewal period based on changes in price/cost indices or other criteria, the changes set forth in the IFB or RFQ will prevail.

7. FACILITIES AND LICENSES.

- 7.1. The Contractor will provide all facilities, equipment, supplies, services and personnel necessary to carry out its duties under this agreement.
- 7.2. The Contractor will obtain all necessary permits and other authorizations that are required by law to perform the services. During the contract term, the Contractor will remain in good standing under all such permits, and will comply with all applicable statutes, regulations, and ordinances.

8. OWNERSHIP OF DOCUMENTS. The Borough owns all specifications, proposals, notes, logs, photographs, and all other documents that the Contractor develops in the performance of this agreement. The Borough may use these documents without additional compensation to the Contractor. For one year after the Borough's final payment to the Contractor under this agreement, the Contractor will, at the request of the Borough, provide the Borough with any materials related to or developed in the performance of this agreement. The Borough will pay the Contractor for reasonable search and copying charges related to such requests.

9. INSURANCE REQUIREMENTS. If you are unsure if your firm will be able to provide the insurance described in this section, please contact your insurance broker or agent before you submit your proposal.

9.1. During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A. M. Best Company or specifically approved by the Borough's risk manager.

- Commercial General Liability coverage, written on an occurrence basis, with limits of not less than \$1,000,000 per occurrence.
- Automobile Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.
- Workers' Compensation coverage including Employer's Liability with limits of not less than \$100,000 each accident, \$500,000 disease—policy limit, and \$100,000 disease—each employee. All workers' compensation policies shall contain a waiver of subrogation clause in favor of the Borough.

9.2. The insurer shall send the Borough thirty (30) days written notice before it cancels, refuses to renew, or materially alters coverage required by this contract. The Contractor shall assure that the insurance policies include a provision requiring this prior notice.

9.3. During the contract term, the Contractor shall add and maintain the Borough as an additional insured in the Contractor's commercial general liability policy. This policy will provide primary coverage for the Borough, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.

9.4. Before providing any services under this contract, the Contractor will provide the Borough with a certificate of insurance showing the coverage specified in this section in a form acceptable to the Borough.

9.5. The aforementioned insurance requirements can be met through any combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.



10. PERFORMANCE BOND: During the term of the contract, and if required by the solicitation, the Contractor shall obtain and maintain in force a Performance Bond in the amount of, INSERT DOLLAR AMOUNT HERE, in a form approved by the Borough.
  
11. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS PROVISION:
  - 11.1 The Contractor shall defend, hold harmless and indemnify the Borough, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the Contractor's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the Contractor. This duty to defend, indemnify, and hold harmless shall include the Contractor's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the Borough's sole negligence or its willful misconduct.
  - 11.2 This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.
  - 11.3 "Contractor" and "Borough" as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.
  
12. TERMINATION.
  - 12.1 Both parties may agree in writing to terminate this agreement at any time; either party may terminate the contract if the other party fails to perform in the manner called for in the contract; the Borough may terminate the contract for its own convenience on three (3) days written notice; and the agreement will terminate if the Borough Assembly fails to appropriate necessary funds or repeals all or substantially all of the appropriations which fund this agreement.
  - 12.2 In case of default by the contractor, for any reason whatsoever, the Borough may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost or other remedies under law or equity.
  - 12.3 If this contract is terminated, the contractor has no further duty to perform other than that work reasonably necessary to stop work in a safe and workmanlike manner. Likewise, if this contract is terminated, the Borough has no further duty to pay the contractor except for the work satisfactorily completed or goods delivered and accepted, as of the date of termination, and the additional work completed as being reasonably necessary to stop work in a safe and workmanlike manner.
  
13. IMPOSSIBILITY TO PERFORM. The contractor is not liable for any failure to perform its obligations under this agreement, if that failure is caused by any unforeseeable force beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this agreement, such forces shall mean any emergency under the Alaska Disaster Act (AS 26.23); war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment, or labor because of priority, allocation, or other regulations of any governmental authorities.

14. EQUAL OPPORTUNITY. The Contractor will fulfill all its legal duties under the civil rights laws of the State of Alaska and the United States, including, but not limited to AS 18.80, and the Civil Rights Act of 1964, 42 U.S.C. sec. 2000a and following. When subcontracting work, the Contractor agrees to use practices that assure equal opportunity to companies owned by women and minorities.
  
15. CONTRACT DOCUMENTS.
  - 15.1. If the parties enter into this agreement as a result of a Borough Invitation for Bid, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, the specifications in the Invitation for Bid as issued by the Borough, and the Contractor's bid form.
  - 15.2. If the parties enter into this agreement as a result of a Borough Request for Proposal, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, the Request For Proposal as issued by the Borough, and the proposal submitted by the Contractor.
  - 15.3. If the parties enter into this agreement as a result of a Borough written Request for Quotation, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, the Request For Quotation as issued by the Borough, and the written quote from the Contractor.
  - 15.4. If the parties enter into this agreement as a result of an oral Request for Quotation, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, and any statement of services attached to it. Any terms, which might have been discussed orally, are not binding on either party, unless incorporated in writing into this agreement.
  - 15.5. The Borough purchase order to be issued for this work is a contract document. The terms specified on the Borough purchase order for this work are subordinate to those in all other contract documents. This clause does not alter the order of predominance of contract documents as specified in other subsections of this section.
  
16. ETHICS. Bidder acknowledges that Section 16.70.030 of the Fairbanks North Star Borough Code provides as follows:
  - 16.1. "It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
  - 16.2. It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order."

Contractor agrees to follow the terms of this ordinance.

17. RELEASE. The Borough assumes no responsibility for the loss or damage of Contractor's property placed on or in Borough Owned property and the Contractor hereby expressly releases and discharges the Borough from any and all liability for loss or damage to such property. The Borough shall have the sole right to collect and sell or otherwise dispose of all articles left by the Contractor in any Borough facility fifteen (15) days after the termination of this agreement.
  
18. OTHER.
  - 18.1. The Contractor may not assign any duties under this agreement without the prior written consent of the Borough.
  - 18.2. This agreement binds the successors, heirs, personal representatives, and any assigns of the parties.
  - 18.3. Time is of the essence of this contract.
  - 18.4. Neither party waives its rights under this agreement if it fails to object when the other party fails to perform.
  - 18.5. Before paying the Contractor, the Borough may deduct the amount of any debt from any source that the Contractor owes to the Borough.
  - 18.6. The laws of the State of Alaska will govern the interpretation of this agreement. Any action arising from this contract will be filed in Fairbanks, Fourth Judicial District, State of Alaska.
  - 18.7. This agreement may be amended only in writing.
  - 18.8. The contract documents constitute the entire agreement between the parties, and supersede all prior agreements, representations, and negotiations.
  - 18.9. Any terms of this Agreement, by their nature, extend beyond the expiration or termination of this contract shall remain in effect until fulfilled.

19. REPRESENTATIVES. Each party may deliver notices under this agreement to the representative and address listed below:

Borough Representative: Donna Brooks  
Treasury & Budget  
Fairbanks North Star Borough  
809 Pioneer Road (P. O. Box 71267)  
Fairbanks, AK 99707

Contractor Representative: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE CONTRACTOR:**

**FOR THE FAIRBANKS NORTH STAR BOROUGH:**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Luke Hopkins, Borough Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Borough Attorney

\_\_\_\_\_  
Nanci Ashford-Bingham, Borough Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT F PRICE PROPOSAL

### LOT ONE

ITEM #	DESCRIPTION	QTY/UNIT	UNIT PRICE	EXTENDED PRICE
Item #1	<b>Postage Permit Fee</b>	1/fee	\$	\$
Item #2	<b>C.A.S.S. Certification Fee</b>	1/fee	\$	\$
Item #3	<b>Program Development / Setup Fee for Assessment Notices.</b>	1/fee	\$	\$
Item #4	<b>Tax Bills with 1 Mailing Envelope and 2 Return Envelopes</b> as specified in specifications of goods section five of the RFP document.	30,000 estimated/ piece	\$	\$
Item #5	<b>Tax Notices with 1 Mailing Envelope</b> as specified in the specification of goods section five of the RFP document.	14,000 estimated/ piece	\$	\$
Item #6	<b>Blank Forms</b> as specified in the specification of goods section five of the RFP document.	2,000/order	\$	\$
Item #7	<b>Perforated Paper</b> as specified in the specification of goods section five of the RFP document.	50,000/order	\$	\$
Item #8	<b>Envelopes</b> as specified in the specification of goods section five of the RFP document.	10,000/order	\$	\$
Item #7	<b>Mail Preparation.</b> Labor for mail preparation, over sized and multi-page tax bills and notices for multiple property owners	24 estimated / hour	\$	\$
<b>LOT ONE TOTAL</b>				<b>\$</b>

Estimated quantities listed are estimations for award purposes only. The FNSB reserves the right to increase or decrease quantities as necessary to accomplish the actual services required and make payment at the unit price proposed.

The offeror shall state prices in the units of issue on this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided, without further cost. Prices quoted in this RFP must be exclusive of federal, state and local taxes. If the offeror believes that certain taxes are payable by the Borough, the offeror may list such taxes separately, directly below the RFP price for the affected item. The price indicated is subject to review by the FNSB for any subsequent renewal.