

<b>THE CITY AND BOROUGH OF JUNEAU</b> Capital of Alaska Engineering Department—Contracts Division 155 South Seward Street Juneau, Alaska 99801 Telephone: (907) 586-0490 Facsimile: (907) 586-4530				<b>REQUEST FOR QUOTE</b>	
				Number <b>RFQ E13-160</b>	Date <b>2-6-13</b>
				This number must appear on all related correspondence <b>THIS IS NOT AN ORDER</b>	
		Reply Prior to: <b>2:00 pm</b> <b>February 13, 2013</b>	Requisition Number	Department <b>Engineering</b>	Division <b>Contracts</b>
BUSINESS NAME & ADDRESS			CONTACT INFORMATION		
1. Name of Responding Vendor:  Address: _____  			2. Fax No: _____  Telephone No: _____  Contact Name: _____  E-Mail Address: _____		
F.O.B Point <b>JUNEAU, AK</b>				3. Addenda Number (s) Rec'd.	
		Description <b>Term Contract for Lock-up Patrol Services at Stabler Point Quarry</b>			4. Total Quote
		The intent of this solicitation is to result in lock up patrol service calls at Stabler Point Quarry as specified within this quote.  Federal Tax ID# _____  <b><u>TO BE CONSIDERED</u></b> you <b>must</b> submit the following:  1. Request for Quote page (this page). 2. Quote Schedule page 1  The above must be received by: <b>February 13, 2013;</b> <b>Prior to 2:00 p.m. Alaska Time.</b>  <b>Deliver to:</b> CBJ Engineering Contracts Office Marine View Building, 3 <sup>rd</sup> Floor 230 So. Franklin St, Juneau, AK 99801  <b>Email:</b> <b>contracts@ci.juneau.ak.us</b> <b>FAX to:</b> (907) 586-4530  For additional information contact Jennifer Mannix, Contract Administrator jennifer_mannix@ci.juneau.ak.us (907) 586-0873		<b>Total Quote</b>	<b>\$</b> _____
5. Signature:		6. Title:		7. Date:	
<b>NOTE:</b> Bidder must fill in items 1 through 7 Return this form and all required data or a statement of "No Quote" to the Contract's Division					

# General Terms and Conditions

**Examination of Quote Documents:** Each bidder shall thoroughly examine and be familiar with all the documents and any addenda to those documents. The submission of a Quote shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the request for Quote (RFQ) documents. The failure or neglect of a bidder to receive or examine any of the Quote documents shall in no way relieve that bidder from any obligations with respect to that bidder's proposal, or to the contract. Misinterpretation or a claimed lack of knowledge concerning the Quote will not serve as a basis for a claim for additional compensation.

**Interpretation of Quote Documents:** Comments concerning defects, questionable or objectionable material and requests for interpretation must be made in writing and received by the Contract's Division. If required, amendments to the Quote documents will be in the form of an addendum and, when issued, will be sent as promptly as is practical to all parties to whom the RFQ documents have been issued. All such addenda shall become part of the contract.

**Preparation of Quote:** Quote must be submitted on the RFQ forms provided, or copies thereof, and be completed in all respects as required by the RFQ documents. Each Quote shall include signature of authorized representative to bind the company.

**Addenda:** Each bidder shall acknowledge receipt of all addenda issued in the space provided in the quote document. Failure to acknowledge all addenda may result in the quote being rejected as non-responsive. It shall be the bidder's responsibility to inquire about addenda issued.

**Qualification of Bidders:** Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. If requested by the Contract's Division, the **low bidder** shall submit resumes, documentation or information explaining, illustrating, or demonstrating the experience of the firm, and its key personnel who will be assigned to this contract.

**Indemnification:** The Contractor agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Contractor's performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and may be waived where the Contractor has actual notice. (Rev. 6/12 NAT)

**Specifications:** Unless otherwise specified in the RFQ, product brand names or model numbers specified in this RFQ are examples of the type and quality of product required and is not statements of preference. If the specifications describing an item conflict with a brand name or model number describing an item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

**Quote Prices:** Unless otherwise specified in the RFQ, quote prices shall include everything necessary for the fulfillment of the contract, including, but not limited to, furnishing all materials, equipment and labor. Price quote must be in U.S. funds.

**Additional Units on RFQ Award:** The City/Borough may from time to time request additional units above the amount stated in the RFQ realizing that additional orders constituting more than 25% of the amount stated in the RFQ would be with the concurrence of the contractor.

**Extension of Prices:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot quote, the lot prices will govern.

**Funds:** The City and Borough of Juneau (City or CBJ) is a government agency and should funds not be appropriated, the Contract will be null and void. (Revised 6/09 NAT)

**Firm Offer:** Unless otherwise specified in the RFQ, for the purpose of award, offers made in accordance with this RFQ must be irrevocable for a period of ninety (90) calendar days from the date of quote opening.

**Contract Extensions:** Unless otherwise provided in the RFQ, the City and successful bidder/contractor agrees: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension.

**Cooperative Purchasing:** Other governmental agencies may be extended the opportunity to purchase off this quote with the agreement of the successful vendor(s) and the City and Borough of Juneau. However, the City is not an agent of, partner to or representative of these outside agencies and is obligated or liable for any action or debts that may arise out of such independently established "piggy-back" procurements.

**Default:** In case of default by the contractor, the City may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**Vendor Name Change:** Should the vendor's business name change, or should the business be sold, transferred to, or assumed by a second party, written notification of the change should be provided to the City's Contract's Division, by all vendor parties involved, no later than 30 calendar days from the date of change. Written notification should state the type of change, reason for change, and the Federal Employer Identification Number of all vendor parties involved, and legal documentation verifying the change. Failure to provide notification of the aforementioned change(s) within 30 calendar days of the change may be grounds for purchase order cancellation without further cause. Additional documentation concerning the assignment of payments and acceptance of assigned payments may be required from the assignor and assignee.

**Assignment of Contract:** Any contract resulting in this RFQ may not be assigned in whole or in part without the prior written consent of the City's Contract's Division.

**Billing Instructions:** Except as specifically allowed under the RFQ invoices must be billed to the Accounts Payable Office as printed on the purchase order; not the Contract's Office. The ordering agency will approve for payment after it receives the merchandise or service and all conditions of the RFQ have been met. Questions concerning payment should be addressed to the Accounts Payable Section.

**Equal Employment Opportunity:** The City is an affirmative action purchaser and encourages small and disadvantaged businesses to submit quotes.

**Bidder's Preferences:** "Juneau Bidder" and "Bidders with Disabilities" preferences will be treated in accordance with provisions outlined in the City Purchasing Code 53.50.010 and 53.50.050. Unless otherwise specified in this RFQ, a Juneau bidder will receive a 5% bidder preference if its quote is not more than five percent higher than the lowest responsive nonresident bidder. Bidders with disabilities will receive a 10% bidder preference if its quote is not more than ten percent higher than the lowest responsive non-disabled bidder. The Purchasing Code is available from the City Purchasing Division or online at [www.juneau.org/finance/current\\_purchasing\\_code.php](http://www.juneau.org/finance/current_purchasing_code.php). Appropriate certificates must accompany this RFQ. (Revised 06/09 NAT)

**Rejection of Quotes:** The City reserves the right to reject any or all quotes and to determine which quote, if any, should be accepted in the best interest of the City. The City reserves the right to waive any Informality in a quote.

**Fax Disclaimer:** It is the responsibility of the bidder to submit modifications in a timely manner. Bidder's use of a fax machine to modify their bid shall be at bidder's sole risk. The Contract's Division will attempt to keep the fax machine in good working order but will not be responsible for bid modifications that are late due to mechanical failure, a busy fax machine, or any other cause arising from bidder's use of a fax machine, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid modification prior to the deadline. The City will not be responsible for its failure to receive the modification whether such failure is caused by equipment or human error, or otherwise. Bidders are therefore strongly encouraged to confirm receipt of their bid modification with the Contract's Division (907-586-0490) prior to deadline. (Revised 6/09 NAT)

**Juneau Business Sales and Personal Property Tax:** Vendors/merchants conducting business within the City are required by law to register with, and periodically report to, the City for sales and property taxes. Vendors/merchants must be in good standing with the City prior to award, and prior to any contract renewal and in any event no later than five business days following notification by the City of intent to award or renew. **Good standing** means: all amounts owed to the City are paid in full, including Confession of Judgments; and vendor/merchant is current in reporting (sales tax filings, business personal property declarations). Failure to meet these requirements, if so subject, shall be cause for rejection of your quote and/or contract renewal. To determine if your business is in good standing, or for further information, contact the City Finance Department's Sales Tax Division, at (907) 586-5265, concerning sales tax and/or Treasury Division, at (907) 586-5268, concerning business personal property and real property tax. (Revised 06/09 NAT)

**Precedence:** The general terms and conditions apply and are standard to the City's Purchasing Division for this purchase. Other specific terms and conditions may be provided in Specifications, of this RFQ.. In the event of a conflict between the general terms and conditions and the specifications, the specifications shall take precedence.

## Term Contract for Lockup Services at Stabler Point Quarry

### Scope of Work

The CBJ will be selecting a Consultant for Lock-up patrol services at Stabler Point Rock Quarry, located near mile post 13 on Veteran's Memorial Hwy, Juneau Alaska. Stabler Point Quarry lock up services will be in effect for the summer construction season, typically from April 1 through October 15. The quarry's permitted hours of operation are from 8:00AM to 4:30PM Monday through Friday, closed weekends and State holidays. Services initially requested are for both morning unlock patrols and evening lockup patrols. However, services may be reduced to just an evening lockup patrol at the City's discretion. See table below for requested services.

CBJ owns various rock and gravel pits within the Borough: Stablers Point Quarry, Lemon Creek Gravel Pit, Lower Fish Creek Quarry and North Lemon Creek Material Source. The CBJ may issue a Change Order to this RFQ to include lock up services at other material sources. The award will be based on **Total Quote** price.

Location	Days and Hours	Activity to be performed
1. Stablers Point Quarry	Weekdays when open, Between 7:30 a.m. and 8:00 a.m.	Unlock main gate
2. Stablers Point Quarry	Weekdays when open. After 4:30 p.m. and before 5:00 p.m.	Drive by truck scale to check that no trucks are locked in, then lock main gate.

**REGULATION REQUIREMENTS:** It is the responsibility of the successful Contractor to be fully informed and familiarize their personnel with the appropriate regulations provided by the Engineering Department

**CONTRACT PERIOD:** Initial contract period will be from date of award through December 31, 2013 and upon mutual agreement the option to renew for three (3) additional one-year periods at the same terms and conditions. Contract periods may be affected due to changes in lockup service call needs or available funding. Renewal periods will begin on January 1, and end on December 31 for the following years.

**PRICE:** Unit price will be based on a single lockup service call. All costs to perform the requested lockup service call must be included in the quote price. Prices are to remain firm throughout the initial contract period, any renewal and extension periods unless a price adjustment is mutually agreed upon. See PRICE ADJUSTMENT.

**PRICE ADJUSTMENT:** Quote prices will be held firm through December 31, 2013. If a renewal period is mutually agreed upon for the next fiscal year, unit quote price may be subject to an adjustment. It will be based on substantiated changes for actual cost differences in the first

contract period and that of the renewal period. Whenever the Contractor claims an adjustment to cost factors, justification must be provided in writing and submitted to the City Contract's Division a minimum of thirty (30) calendar days prior to the renewal period. If the City Contract's Division is in agreement to the Contractor's requested price increase then these specific factors will become the basis for the renewal contract. Adjustment to unit quote price cannot exceed 3% of the current contract period quote price.

**HOLD OVER:** Unless otherwise provided in the Contract Documents, the City and Borough of Juneau and the Contractor agree:

1. That any hold over of the contract beyond the initial contract period of any exercised renewal options will be considered as a "month-to-month" extension. All terms and conditions as set forth in the contract shall remain in full force and effect.
2. Each party shall provide to the other party notice of their intent to cancel such "month-to-month" extension at least thirty (30) days prior to the desired date of cancellation.

**CONTRACT MANAGER:** Alan Steffert, CBJ Material Sources Manager or his designee, 907-586-0481.

**QUANTITIES:** While the City provides an estimated period when lock up services may be performed in that year (contract period), the City does not guarantee any **minimum** or **maximum** lockup service calls per facility during the contract period or any renewal period.

**TYPICAL LOCKUP PROCEDURE:** Loaded trucks are permitted to haul out of the quarry up to closing time at 4:30PM. Prior to locking the main gate (after 4:30PM) the Contractor should drive up to the truck scale to make sure that no loaded trucks that are on their way out would be locked in. Other quarry users (e.g. mechanics) may be present in the quarry at time of lockup and should be advised that the gate is being locked. They can use the quarry's after-hours alternative entrance should they choose to remain on site after the main gate has been locked by the Contractor.

**LOCK UP TIME:** Times for lockup shall remain consistent throughout the term of this contract; however, the City reserves the right to make changes with at least 24 hours notice.

**HOLIDAYS:** Lockup service calls are not required on State holidays unless otherwise directed by CBJ staff.

**COMMUNICATION:** Contractor will provide a current and reliable contact phone number where a responsible individual may be reached during regular business hours, as well as at night, in case additional evening lock up service calls are needed.

**REPORTING REQUIREMENTS:** Contractor shall notify CBJ staff of any unusual activity or incidents occurring during the performance of lockup services at their earliest convenience. Any evidence of vandalism at the site/facility that may have occurred before or after the lock up service must be reported to CBJ staff within one business day.

**PERSONNEL REQUIREMENTS:** It is imperative that the Contractor's lockup personnel present a positive attitude to the public in the performance of this contract.

**APPEARANCE AND IDENTIFICATION:** All personnel performing work under this Agreement shall wear clean uniforms clearly identifying them as security officers. The Contractor's business name shall be displayed on all uniforms and vehicles used in the course of performing this work.

**FIREARMS:** Personnel performing work under this Agreement shall not carry firearms while performing service calls.

**EQUIPMENT:** The Contract Manager will provide necessary locks, keys and/or codes to the Contractor. Contractor will notify the Contract Manager no later than 10:00 a.m. the following business day of any problems with lock up or unlocking services.

**REGULATION REQUIREMENTS:** The Contractor to be fully informed and familiarized with appropriate relevant CBJ regulations and ordinances.

**BACKGROUND CHECKS:** The Contractor shall ensure that none of the employees performing duties under this Contract have a criminal record of fraud, dishonesty, theft, assault, or other offenses which may pose a hazard to the security of City staff, City property or patrons of City facilities.

**TERMINATION OF CONTRACT FOR CAUSE:** If, through any cause, except causes beyond the control of the Contractor, the Contractor shall fail to fulfill in a timely, professional and proper manner its obligations under this Contract; or if the Contractor shall violate any of the terms or conditions of this Contract with out written approval from the Contract Manager or his designee, the City shall have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) calendar days before the effective date of such termination.

**TERMINATION FOR CONVIENCE OF CITY:** The City may terminate this contract at least thirty (30) calendar days prior to the beginning of any renewal period due to funding availability.

**INSURANCE REQUIREMENTS:** The Contractor shall provide evidence of coverage in the form of a certificate of insurance with a carrier or carriers satisfactory to the City covering injury to persons and/or property suffered by the City or a third party, as a result of operations under this contract by the Contractor or by any subcontractor. This coverage will also provide protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this contract. The delivery to the City of a written 30-day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers providing coverage shall have an A.M. Best rating of at least an A-VII. The Contractor shall maintain in force at all times, during the performance of work under this contract, the following policies of insurance. Proof of this insurance is required before the final quote award. **The certificate must be provided to the City Contract's Division within 72 hours after notification and reference the Contract Title and Quote number.**

1. **Commercial General Liability Insurance:** Such insurance shall cover all operations by, or on behalf of, the Contractor providing insurance for bodily injury and property damage liability including coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The minimum limits of liability shall be:

1,000,000 each occurrence for General Liability and Products/Completed Operations  
1,000,000 for Personal Injury/Advertising Liability

2,000,000 Aggregate for Products-Completed Operations  
2,000,000 General Aggregate

2. **Business Automobile Insurance:** \$1,000,000 per accident combined single limit covering owned, non-owned and hired automobiles.

**The City and Borough of Juneau shall be named as an “Additional Insured” under all liability coverage’s listed above.**

3. **Workers Compensation Insurance:** CONTRACTOR, if subject to the provisions of the Alaska Worker’s Compensation Act (AS 23.30), will provide, City and the State of Alaska with proof, furnished by the insurance carrier, of current coverage for worker’s compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certification of self-insurance by the Alaska Worker’s Compensation Board. CONTRACTOR further acknowledges and agrees that in the event it fails to maintain proper Worker’s Compensation coverage, the state will implement the provisions of AS 23.30.045 (c) and City, at its option, may terminate this agreement for cause without liability.
- a. The coverage shall include Employer’s Liability Protection in the amount of \$100,000 per accident, \$500,000 policy limit, \$100,000 each employee.
- If the contractor is exempt from Alaska Statutory Requirements, the contractor will provide written confirmation of this status in order for the CBJ to waive this requirement. The policy shall be endorsed to waive subrogation rights against the CBJ.**

**JUNEAU BUSINESS SALES AND PERSONAL PROPERTY TAX:** Vendors/merchants conducting business within the City are required by law to register with, and periodically report to, the City for sales and property taxes. Vendors/merchants must be in good standing with the City prior to award, and prior to any contract renewal and in any event no later than five business days following notification by the City of intent to award or renew. **Good standing** means: all amounts owed to the City are paid in full, including Confession of Judgments; and vendor/merchant is current in reporting (sales tax filings, business personal property declarations). Failure to meet these requirements, if so subject, shall be cause for rejection of your quote and/or contract renewal. To determine if your business is in good standing, or for further information, contact the City Finance Department’s Sales Tax Division, at (907) 586-5265, concerning sales tax and/or Treasury Division, at (907) 586-5268, concerning business personal property and real property tax.

**QUESTIONS/BIDDER CONTACT:** The City Contract’s Division will be the sole point of contact for any and all issues pertaining to this procurement. No oral interpretations concerning this quote to any bidders as to the meaning of the quote documents will be considered valid. Requests for an interpretation must be made in writing to the City at 155 South Seward, Juneau, AK 99801 or sent by facsimile to (907) 586-4530 at least **two (2) calendar days** before the time announced for the opening. Clarification or changes to the documents by the City will be in the form of an addendum to the quote, and when issued, will be sent as promptly as is practical to all parties to whom the quote has been issued. All such addenda shall become part of the quote. The following person is the specific point of contact at the City Contract’s Division:

Jennifer Mannix, Contracts Administrator, City and Borough of Juneau  
230 So. Franklin Street, 3<sup>rd</sup> Floor, Contract's Office, Juneau, Alaska 99801  
(907) 586-0873 FAX (907) 586-4530  
[jennifer\\_mannix@ci.juneau.ak.us](mailto:jennifer_mannix@ci.juneau.ak.us)

Bidder shall provide the name, address, fax number, and telephone number of an individual in their organization to whom notices and inquires from the City should be directed as part of this quote.

**PERMITS AND LICENSING:** The successful bidder is responsible for obtaining all permits, licenses, and bonding to comply with applicable city, state and federal laws prior to award of the contract.

**AWARD:** The award will be made to the lowest responsive responsible bidder based on **Total Quote.**

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Service Call</u>	<u>Extended Price</u>
1.	Lockup Service Call for Stabler Point Quarry - from April 1st to October 15th as specified	140 Days/Service Calls	\$_____	\$_____
2	Unlock Service for Stabler Point Quarry - from April 1st to October 15th as specified	140 Days/Service Calls	\$_____	\$_____

Total Quote \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



## STATEMENT OF NO QUOTE

NOTE: If you DO NOT intend to quote on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this project and improve our quote solicitation process.

The Contract's Department of the City and Borough of Juneau wishes to keep its bidder's list up-to-date. If, for any reason you cannot supply the commodity/service noted in this quote solicitation, this form must be completed and returned in order for your firm to remain on the quote list for future projects of this type. Please indicate the reason(s) your firm does not choose to submit a quote for this project:

- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ We are unable to meet specifications.
- \_\_\_\_\_ We don't have sufficient time to respond to the Invitation to Quote.
- \_\_\_\_\_ We are unable to meet bonding requirements.
- \_\_\_\_\_ We are unable to meet insurance requirements.
- \_\_\_\_\_ Our schedule would not permit us to perform, if the quote was awarded to our firm.
- \_\_\_\_\_ Specifications are unclear. (Please explain below).
- \_\_\_\_\_ Remove us from your bidders list for this commodity or service.
- \_\_\_\_\_ Other (Please specify below)

REMARKS:

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COMPANY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE & TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

Thank you for your reply.

Please fax your reply to (907) 586-4530