



**The City and Borough of Juneau
Docks & Harbors**

REQUEST FOR BIDS

BID #DH14-024

TERM CONTRACT TO PROVIDE PORTABLE SANITATION UNITS AND RELATED SERVICE

Date of Issue: May 30th, 2014

**Term Contract To Provide Portable Sanitation Units & Related
Service
Contract No. DH14-024**

SCOPE AND INTENT: The purpose of this document is to solicit bids from qualified Contractors to provide portable sanitation units and related service for the City and Borough of Juneau (City) Docks & Harbors (D&H). The intention is to award a term contract pursuant to this solicitation.

DEADLINE FOR BIDS: Sealed bids will be received until 2:00 p.m., Alaska Standard Time on Friday, June 27th, 2014, or such later time as the Port Director may announce by addendum to plan holders at any time prior to the deadline. Late bids will not be accepted and will be returned, unopened. Bids will be opened at 2:00 p.m. Friday, June 27th, 2014 in the Docks & Harbors Port Office Conference Room, 76 Egan Drive, unless otherwise specified.

NOTE: Mailing/delivery times to Alaska may take longer than other areas of the U.S.

Bid documents delivered in person or by courier service must be delivered to:

PHYSICAL LOCATION
City and Borough of Juneau
Docks & Harbors
76 Egan Drive
Juneau, AK 99801

Bid documents delivered by the U.S. Postal Service must be mailed to:

MAILING ADDRESS:
City and Borough of Juneau
Docks & Harbors
155 South Seward Street
Juneau, AK 99801

Bids must be placed inside a sealed envelope inside any mailing envelope. To submit your bid, print your company name and address on the upper left-hand corner of your inner sealed envelope. Also, print on the inner sealed envelope:

BID #DH14-024

**TERM CONTRACT TO PROVIDE PORTABLE SANITATION UNITS
AND RELATED SERVICE**

PART "A"

INFORMATION TO BIDDERS

INFORMATION TO BIDDERS

Examination of Bid Documents: Each bidder shall thoroughly examine and be familiar with all the bid documents and any addenda to those documents. The submission of a bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the request for bid (RFB) documents. The failure or neglect of a bidder to receive or examine any of the bid 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 bid will not serve as a basis for a claim for additional compensation.

Interpretation of Bid Documents: Comments concerning defects, questionable or objectionable material and requests for interpretation must be made in writing and received by Docks & Harbors at least five (5) days prior to the bid deadline date. If required, amendments to the bid 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 bid documents have been issued. All such addenda shall become part of the contract.

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

All bids must be regular in every respect and no alterations shall be made to the bid form. Bids that contain omissions or irregularities of any kind may be rejected. If erasures or changes appear on the forms, each must be initialed by the authorized representative signing the bid. No oral, electronic mail, facsimile, or telephone bids will be considered.

Bids will be received at the Docks & Harbors until the deadline. Each bid shall be submitted in a sealed envelope. The bid number, bid title and deadline should appear on the lower left-hand corner of envelope. The Docks & Harbors will not be responsible for the premature opening of, or failure to open, a bid not properly addressed and identified. It is the bidder's responsibility to see that the bids are received by the deadline. Bids not received by this time will not be accepted and will be returned to the bidder.

Modification of Bid: Any bidder may modify a bid in person, by mail, telegram, or facsimile (907-586-0295) at any time prior to the deadline, provided that such modification is received by the Docks & Harbors prior to the deadline. The modification must not reveal the bid price but should be in the form of an addition or subtraction or other modification so that the final prices will not be known until the sealed bid is opened. The Docks & Harbors will not be responsible for its failure to receive a facsimile modification whether such failure is caused by transmission line problems, facsimile device problems, operator error, or otherwise.

Facsimile Disclaimer:

It is the responsibility of the bidder to respond in a timely manner. Bidders' use of a facsimile machine shall be at bidders' sole risk. The Docks & Harbors will attempt to keep the facsimile in good working order but will not be responsible for bids that are late due to mechanical failure, a busy facsimile machine, or any other cause arising from bidders' use of a facsimile machine, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid before the deadline. Bidders are therefore strongly encouraged to confirm receipt of their bid with the Docks & Harbors prior to deadline.

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

Variances: Unless otherwise stated in the RFB, Docks & Harbors will assume that the bidder has accepted, without reservation or amendment, the whole of the contract documents.

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 Docks & Harbors, the low bidder shall submit resumes, documentation or information explaining, illustrating, or demonstrating the experience of the firm, its solvency, and key personnel assigned to this contract.

Specifications: Unless otherwise specified in the RFB, product brand names or model numbers specified in this RFB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the 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 information, as requested, may be cause for rejection of the offer.

Bid Guaranty: When specified in the RFB, a bid guaranty must be submitted with the bid, or the bid will be considered non-responsive. The bid guaranty shall be in the form of a bid bond, certified or cashier's check in the amount of at least 5 percent of the Total Bid price. The guaranty shall be made payable to the Docks & Harbors. A bid will be deemed non-responsive for failure to furnish the required bid guaranty with the bid.

Return of Bid Guaranty: As soon as practicable, the Docks & Harbors will return bid guaranties that are not considered for award. All other bid guaranties will be held until contract has been awarded.

Performance Bond: When specified in the RFB, the bidder shall post a Performance Bond in the amount of 100% of the Bid award. Any posted performance bond will ensure performance over the entire term of the contract. Failure to supply the performance bond within the time required may cause the Docks & Harbors to declare the bidder non-responsive and to reject the bid.

Individual Surety: In lieu of a performance bond, when specified in the RFB, a bidder may post an individual surety to ensure performance over the entire term of the contract. The surety shall be made payable to Docks & Harbors, in the form of a certified or cashier's check or certificate of deposit in the amount of 10% of the Total Bid. In the event it becomes necessary for Docks & Harbors to cancel the contract issued as a result of this RFB due to noncompliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual surety will be declared as liquidated damages and forfeited to Docks & Harbors. Failure to supply the surety within the time required may cause Docks & Harbors to declare the bidder non-responsive and to reject the bid.

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

Additional Units on Bid Award: When specified in the RFB, Docks & Harbors may request additional units above the amount stated in the bid. Any additional orders stated in the bid would

be with the concurrence of the contractor; however unit prices of original bid shall remain unchanged.

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

Bid Preparation Costs: Except as ordered by a court of competent jurisdiction, Docks & Harbors is not liable for any cost incurred by the bidder in bid preparation.

Postponement of Opening: Sealed bids will be received until the deadline stated in the bid document, or such later time as the Administrative Officer may announce by facsimile transmission or other writing or electronic notice sent to bid holders at any time prior to the deadline. Docks & Harbors reserves the right to postpone the deadline at any time prior to the time originally scheduled.

Indemnification Agreement: Vendor agrees to defend, indemnify, and hold harmless the City, its employees, volunteers, consultants and insurers with respect to any action, claim or lawsuit arising out of the vendor's performance of this contract but only to the extent such action, claim or lawsuit is caused or alleged to have been caused by vendor's negligence. This agreement to indemnify and hold harmless is expressly subject to the foregoing limitation as to the amount of fees and as to any damages resulting from settlement, judgment or verdict including the award of attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of vendor arise upon reasonable notice by Docks & Harbors to the vendor of such action, claim or lawsuit. Docks & Harbors agrees to provide vendor written notice of any action, claim or lawsuit. The parties agree to seek to maintain or obtain venue in Alaska and will not agree or advocate for venue outside Alaska without the other party's written consent.

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

Contract Extensions: Unless otherwise specified in the RFB, Docks & Harbors and successful bidder/contractor agree: (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.

Default: In case of default by the contractor, Docks & Harbors 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.

Purchase Order & Award Documents: The City's purchase order and (if applicable) the Notice of Award, issued by the Docks & Harbors, are the only documents that may be used to place orders against any contract(s) resulting from this RFB.

Billing Instructions: Unless otherwise specified in the RFB, invoices must be billed to the Accounts Payable Division, as noted on the purchase order.

Payment: Payment will be authorized by the appropriate city agency upon receipt and acceptance of the goods or services, and after all conditions of the RFB have been met.

Continuing Obligation of Contractor: Notwithstanding the expiration date of a contract resulting from this RFB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

Collusion Among Bidders: Collusion by and between bidders will disqualify all bidders involved in the act of collusion and may result in those bidders being disqualified from future bidding.

Equal Employment Opportunity: Contracts for work under this RFB will obligate contractors and subcontractors not to discriminate as per Executive Order 11246, as amended. The City is an affirmative action purchaser and encourages small and disadvantaged businesses to submit bids.

Rejection of Bids: Docks & Harbors reserves the right to reject any bid which:

- 1) Is conditioned, incomplete, obscure, or irregular,
- 2) Omits a bid on any item or items on which bids are required,
- 3) Omits unit prices if unit prices are required,
- 4) Contains unbalanced unit prices,
- 5) Is accompanied by insufficient or irregular bid guaranty or,
- 6) Is submitted by bidders who have previously failed to perform properly or to complete contracts as specified.

Docks & Harbors reserves the right to reject any or all bids and to determine which bid, if any, should be accepted in its best interest.

Right to Waive: Docks & Harbors reserves the right to waive any informality in a bid.

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 53.50.060. When specified in this RFB, a Juneau bidder will receive a 5% bidder preference if its bid is not more than five percent higher than the lowest responsive nonresident bidder. Bidders with disabilities will receive a 10% bidder preference if its bid 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/law/code/purchasing.pdf. All appropriate certificates must accompany this RFB.

Funding sources may prohibit bidder preferences. If you have any questions, contact the Docks & Harbors.

FILING A PROTEST: Protest will be treated in accordance with the Purchasing Code 53.50.062 and 53.50.080. The Purchasing Code is available from the City/Borough Purchasing Division or online at www.Juneau.org/law/code/purchasing.pdf. The bidder has the right of appeals as defined.

JUNEAU BUSINESS SALES AND PERSONAL PROPERTY TAX: Vendors/merchants conducting business within the City are required by law to register with the City for sales and

property taxes. **Vendors/merchants must be in good standing for all amounts owed to the City prior to award, and prior to all contract renewal(s)**, but in any event no later than five business days following notification by Docks & Harbors of intent to award or renew. Failure to meet these requirements, if so subject, shall be cause for your bid to be rejected. To determine if your business is subject to these requirements, or for further information, contact CBJ Finance Department, Sales Tax Division, at (907) 586-5265 concerning sales tax and the Assessing Division at 586-5220 concerning business personal property and real property tax.

Vender Name Change: Should the vender'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 Docks and Harbors, by all the vender 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 vender 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.

Assignment of Contract: Any contract resulting in this RFB may not be assigned in whole or in part without the prior written consent of Docks & Harbors.

Precedence: The terms and conditions of this section Part A, Information to Bidders, are standard to the City's Docks & Harbors for the purchase of goods. Other specific terms and conditions may be provided in Part B, Specifications, of this RFB. In the event of a conflict between Part A and Part B, Part B shall take precedence.

STATEMENT OF NO BID

NOTE: If you DO NOT intend to bid 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 bid solicitation process.

Docks and Harbors wishes to keep its bidder's list up to date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned in order for your firm to remain on the bid list for future projects of this type. Please indicate the reason(s) your firm does not choose to submit a bid 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 Bid.
- ☐ We are unable to meet bonding requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ Our schedule will not permit us to perform, if the bid 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:

COMPANY NAME: _____ DATE: _____

SIGNATURE & TITLE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

Thank you for your reply.

Please fax your reply to (907) 586-0295.

PART "B"

SPECIFICATIONS

General Specifications

SCOPE AND INTENT: The intent of this bid is to result in a term contract to provide portable sanitation units and related service for the City and Borough of Juneau (City) Docks & Harbors. All Portable Sanitation units provided must meet or exceed ASTM and National Industry Standards.

INTENDED USE: The estimated quantity and types of portable sanitation units (Standard, ADA Compliant, walk in multiple-urinal) needed during the contract period are outlined on the Bid Schedule Page. The actual number of units and service may vary. The unit price per location will be used for any needed increases or decreases.

CONTRACT PERIOD: The initial contract period will be from July 1, 2014 through June 30, 2015 with the option to renew for three (3) additional one-year periods upon mutual agreement. The same prices, terms, and conditions of the initial contract period will apply to the renewal and holding over period(s).

HOLDING OVER: Any holding over of the contract, beyond the exercised renewal options, will be considered a month-to-month extension with all other terms and conditions remaining the same.

PRICES: Bid prices will remain firm throughout the initial contract period. Surcharges may be negotiation for and any renewal periods.

CHANGES: Docks and Harbors must authorize any changes or alterations to the contractual agreement.

ASSIGNMENTS AND SUBCONTRACTS: The contract cannot be assigned or subcontracted without written request from the Contractor and written approval from Docks and Harbors.

DEFAULT/BREACH OF CONTRACT: The Contractor is responsible for fulfilling all requirements of the contract. If the Contractor defaults or breaches the contract, the City may seek any and all remedies provided by law. Such remedies include obtaining substitute services from other sources and recovering from the Contractor any excess costs incurred or other incidental and consequential damages.

IMPOSSIBILITY TO PERFORM: The contractor will not be liable for default or breach of contract resulting from the impossibility to perform when caused by "Acts of God" or as otherwise provided by law.

INSURANCE REQUIREMENTS: The Contractor must provide certification of proper insurance coverage or binder to Docks and Harbors covering injury to persons and/or property suffered by Docks & Harbors or a third party, as a result of operations under this contract by the Contractor or by any subcontractor. The City must be named as an additional insured as respect to their interest in this project, except for Workers Compensation Insurance. The delivery to Docks & Harbors 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 bid award and must be received within three (3) calendar days after Notice of Intent to Award has been received.**

Commercial General Liability Insurance: The Contractor must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Contractor. 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

The City and Borough of Juneau shall be named as an "Additional Insured" under all liability coverage's listed above.

Workers Compensation Insurance: The Contractor must maintain Workers Compensation Insurance to protect the Contractor from any claims or damages for any personal injury or death which may arise from services performed under this contract. This contract applies to the Contractors, the subcontractors and assignees and anyone directly or indirectly employed to perform work under this contract. The Contractor must notify the City as well as the State Division of Workers Compensation immediately when changes to the Contractors business operation affect the Contractor's insurance status.

Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injure, and five hundred thousand dollars (\$500,000.00) policy limits.

Comprehensive Automobile Liability Insurance: The coverage shall include all owned, hired, and non-owned vehicles to one million-dollar (\$1,000,000.00) combined single limit coverage.

Each policy shall be endorsed to waive all the rights of subrogation against the City by reason of any payment made for claims under the above coverage, except Workers Compensation.

LAWS: The Contractor must keep fully informed of all Federal, State, and local laws, ordinances, and regulations having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor should at all times observe and comply with such laws, ordinances, regulations, order and decrees, and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order of decree, whether by themselves or their employee(s).

PERMITS, LICENSES AND TAXES: The Contractor must procure all licenses, pay all changes, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. The contractor shall pay all Federal, State and local taxes incurred by the contractor in the performance of this contract

QUESTIONS/BIDDER CONTACT: Docks & Harbors will be the sole point of contact for any and all issues pertaining to this procurement. No oral interpretations concerning this bid to any bidders as to

the meaning of the bid documents will be considered valid. Requests for an interpretation must be made in writing to Docks & Harbors at 155 South Seward, Juneau, AK 99801 or sent by facsimile to (907) 586-0295 at least **three (3) days** before the time announced for the opening. Changes to the documents by Docks & Harbors will be in the form of an addendum to the bid, and when issued, will be sent as promptly as is practical to all parties to whom the bid has been issued. All such addenda shall become part of the bid. The following person is the specific point of contact at Docks & Harbors:

Carl Uchytel, Port Director
Docks & Harbors
City and Borough of Juneau,
155 South Seward Street,
Juneau, Alaska 99801
(907) 586-0292
FAX (907) 586-0295

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

BID GUARANTY: All bids must be accompanied by a proposal guaranty in the form of an acceptable Bid Bond, or a certified check, cashier's check or money order made payable to the City and Borough of Juneau. Bid Bonds must be accompanied by a legible Power of Attorney. The amount of the guaranty must be 5% of the total amount of the bid. Bid Bonds will be returned to all bidders, except the two low bidders, as soon as practicable after the opening of the bids. The guaranty of the lowest and second lowest bidder will be returned immediately after the contract has been awarded. Bids will be rejected for failure to furnish a bid guaranty at the time of bid opening.

FUNDING: The contract period and any renewal periods will be contingent upon available funding. The City and Borough of Juneau (City) Docks & Harbors is a government agency. Should funds not be appropriated, the contract will be null and void.

CANCELLATION: Docks & Harbors reserves the right to cancel the contract in whole or in part, immediately, in the event of the Contractor's failure to perform in accordance with the provision of the contract. Docks & Harbors also reserves the right to cancel units at any location when service is no longer required.

DOCKS & HARBORS CONTRACT COORDINATOR: Docks & Harbors Contractor Coordinator is Dave Borg, Harbormaster or his designee. Mr. Borg can be contacted at (907) 586-5255. All unit types, service, inspection, locations and contract requirements must be coordinated with Mr. Borg or his designee.

EQUIPMENT: All portable sanitation units must be in "like new" condition. The Contractor is responsible for cleaning and sanitizing the units as needed. The Contractor is responsible for maintaining the functionality of the portable sanitation units (i.e. freeze-ups, etc.).

ACCEPTANCE: Docks & Harbors reserves the right to determine the suitability of items offered.

PRICE: Contract prices are to remain firm throughout the duration of the contract period and any renewals and/or holding over periods. Unit price, as indicated on the Bid Schedule Page, is to include all costs and materials for rental of Contractor owned portable sanitation units, inspections, toilet paper, supplies, maintenance, pump-outs (including all labor to perform required service).

QUANTITY: The number of portable sanitation units and related service may vary throughout the initial contract period and/or renewal and holding over periods. The number of portable sanitation units and related service is estimated. Docks & Harbors does not guarantee any maximums or minimums. The Contractor's unit price will apply to units added during the contract and/or any renewal and holding over period.

ADDITIONAL UNITS/LOCATION: Docks & Harbors may request additional units at new location(s) throughout the initial contract period and any renewal periods. Unit prices will be based upon the unit price of the closest location of an existing unit of the same type and mutually agreed upon between Docks & Harbors and the Contractor.

ADDITIONAL SERVICE / PUMP-OUTS: Docks & Harbors does not anticipate that additional related service pump-outs will be requested. However, the contractor will need to provide additional units after a 3-day notice is given to the Contractor. The rate charged for additional service/pump-outs will be based on the unit bid price submitted for location requested.

PAYMENT: The City will pay invoices within thirty (30) calendar days after receipt of invoice. Payments are usually processed within fourteen (14) calendar days after receipt of invoice. Payments will be made per unit bid price for actual service/pump-out(s) performed. Invoices are to be sent to Docks & Harbors, 155 South Seward Street Juneau, Alaska 99801; attn. Harbormaster.

ASSIGNMENT OF CONTRACT: This contract may not be assigned in whole or in part without the prior written consent of the Harbormaster.

VANDELISM / REPAIR OF UNITS: The Contractor is responsible for the replacement or repair of vandalized unit(s). Unit must be replaced or repaired within twelve (12) hours or less unless other arrangements are mutually agreed upon between the Contractor and Docks & Harbors.

BEST EFFORT: The Contractor will exert his/her best efforts to provide good and adequate service and will perform under this agreement with care and diligence.

JUNEAU BUSINESS SALES AND PERSONAL PROPERTY TAX: Vendors / merchants conducting business within the City are required by law to register with the City for sales and property taxes. **Vendors/merchants must be in good standing for all amounts owed to the City prior to award, and prior to all contract renewal(s)**, but in any event no later than five business days following notification by Docks & Harbors of intent to award or renew. Failure to meet these requirements, if so subject, shall be cause for your bid to be rejected. To determine if your business is subject to these requirements, or for further information, contact the City Finance Department, Treasury Division, at (907) 586-5265 concerning sales tax and 586-5268 concerning business personal property and real property tax.

COOPERATIVE PURCHASING: Will you extend any contract which may result from this bid to other agencies within the City and Borough of Juneau? Although a positive response is desired, neither response will be a factor in award.

AWARD: Award will be made to the lowest responsive, responsible bidder based on **TOTAL BID** (Sections I, II & III).

TECHNICAL SPECIFICATIONS

Portions of the following are reprinted with the permission of Bill Carrell representing Portable Sanitation Association International. Some of these items are “excerpts from PSAI certification Manual” and have been added or modified by the City & Borough of Juneau for purposes of this contract.

Web site: www.pesai.org

The Contractor shall meet or exceed the following Standards in providing Portable Sanitation Units and Related Service for the duration of this Contract.

Forecast Schedule of when Unit will be serviced:

Contractor must provide a written schedule forecasting when each unit will be serviced during the contract period. This schedule must be approved and coordinated with Dave Borg, Docks & Harbors Contract Coordinator. This does not include special events, emergencies, disasters, or additional services of new locations.

Standard for Unit cleaning at Contractors location

Units to be thoroughly cleaned and sanitized

Use detergent and brush of your own choosing or use pressure washer.

All parts of the unit will be cleaned. Parts include:

Urinal, Tank (top, front, and inside), Walls, Floors, Door and Roof.

The walls, door and roof will be cleaned inside and out.

The underside of the skid assembly should also be cleaned so as to remove long-term build up and debris.

After the unit is cleaned, it will be inspected by Contractor using the Quality Control Inspection Form (See Attachment “A”)

After the unit is cleaned, repaired and inspected the unit will be delivered to the location designated by the Docks & Harbors Department.

Quality Control Inspection Form:

This Form will be provided by Docks & Harbors and will be used by the Contractor awarded the bid and shall apply to all portable sanitation units in this contract. If new locations are added they shall be inspected in this manner as well. Contractor shall incorporate this inspection prior to delivery of each unit to its location. Contractor must coordinate delivery of each unit with the **Docks & Harbors Contract Coordinator**. Contractor will provide Coordinator with completed Form upon delivery.

This Form may be used by Docks & Harbors for quality control purposes for unit inspection at any location during the contract period. If deficiencies occur the Contractor will have 12 hours to correct and comply with the terms of this contract.

This inspection process may or may not continue for the duration of the contract period, this will be at the discretion of **Docks & Harbors Contract Coordinator**.

Monthly Service Reports:

Contractor must submit a monthly service report detailing when each unit was serviced (this is not to be considered a billing invoice). Reports must be sent within three (3) calendar days after the end of each month. Reports must be sent to:

Docks & Harbors

Portable Sanitation Unit - Monthly Service Reports

Attn: Dave Borg

155 South Seward Street

Juneau, Alaska 99801

Phone (907) 586-5255

Fax number (907) 586-2507

Standard for Placement of Unit at Designated Location:

The unit will be placed where it is convenient to users and accessible for service. All units will be secured to the ground to avoid tip over. It is the Contractor's responsibility to call for a utility locate if there is any concern about hidden or buried utilities. All fees for repairs to utilities at any unit location shall be the Contractor's responsibility.

The unit will be level on the site. Attention will be given to airflow; unit will not be placed directly under air conditioners or against a wall. At no time should the unit be in a pool of water. If necessary, unit shall be on an elevated pad. Wheel chair access (where applicable) is required and should be in accordance and compliance to ADA Standards.

Placement of units must be coordinated with **Docks & Harbors Contract Coordinator** and should take into consideration both vehicular and pedestrian traffic at the site. Units should be placed so doors do not open into the traffic flow. Extreme care should be used when locating or placing a unit on either a fixed or moving platform.

Water and deodorant must be of an adequate amount to cover solid waste based on ANSI Standard Z4.3 with 1:10 usage.

Toilet paper holder must be filled with adequate amount(s) of toilet paper.

The urinal must be properly connected to the tank (that it did not come loose).

Standard for Unit Service (Pump-Out):

Service frequencies are specified in the bid schedule. Units should be serviced on the same day each week. In cases where there is more than one service per unit location, that unit should be serviced on the same days each week.

Contractor will verify that the 1:10 tank fluid ratio and sanitary standards as described in ANSI Standard Z4.3 and the University of Missouri study are being maintained at each location.

Before beginning actual service on a unit, Contractor will make every reasonable effort to ensure that only septage is present in the waste tank. If a hazardous material is suspected, or in fact found, the local health official should be contacted. Follow the directions of the local health official and state environmental department for proper disposal of hazardous materials and possibly for dealing with soap water wash over for interior cleaning of walls and floor of unit that may puddle on floor or ground.

SERVICE PROCEDURES:

Remove waste from the tank. Care should be taken not to drip waste when removing the wand/hose assembly from the tank and replacing it on the truck.

Remove any additional debris from the tank and dispose of it in an appropriate manner.

Urinal, tank, seat, walls, handle on door, ADA wall rails, floor cleaned and sanitized using industry standard for cleaning. Final rinse with water shall remove all soap residues. Excess water shall be swept out of unit and shall not be allowed to pool up anywhere outside unit.

Excess water on top of tank, seats, walls, door handle, ADA wall rails shall be wiped off with a clean disposable paper towel.

Tank water and deodorizer must be of adequate amount to cover solid waste based on ANSI Standard Z4.3 with 1:10 usage. This generally means 8 to 10 gallons of water in tank with proper ratio of deodorizer. Different Portable Sanitation Units vary in type so it is recommended to meet or exceed Industry/Manufacturer standards for amount of tank fluid.

A copy of the Manufacturers specifications or recommendations for tank fluid levels will be submitted to **Docks & Harbors Contract Coordinator** for each type of unit offered. Inadequate levels of tank fluid or improper amounts of deodorizer to water solution are unacceptable.

Toilet paper is to be added as needed to maintain a supply between servicing. Toilet paper will always be in a toilet paper holder and must be dry. It is suggested to remove toilet paper prior to cleaning to avoid it getting it wet.

Inspect, repair unit as necessary and remove or paint over graffiti as needed. If paint is used it should not allow graffiti to bleed through. Also, paint should be same or similar

color to unit where graffiti is located. If graffiti is burned or scratched in or on surfaces, it should be removed so that it is not decipherable by anyone.

Verify unit is level on the site and secured to ground. Unit location records will be maintained to verify the unit is either inspected &/or serviced per standard. These records may be used for Contractor billing purposes.

Wastebaskets are to be provided and emptied per service of unit. Decals must designate male/female or both and must clearly indicate if the unit is ADA compliant.

Waterless hand soap dispensers and soap (antibacterial alcohol base) shall be present in dispensers and in amounts adequate for greatest volume of users until next scheduled Contractor service. This level of service should take place when special events units are delivered as well.

Contractor will wear rubber gloves at all times when servicing units and shall use caution as to not touch already cleaned surfaces with contaminated gloves or objects. Safety goggles and eyewash (when applicable) will be utilized. Proper foot protection is also recommended. Any additional personal protective equipment should be used if circumstances or Federal, State or Municipal code warrants.

If Certification for performing this cleaning service exists, Contractor shall submit a copy of this certification to **Docks & Harbors Contract Coordinator**.

Standard for Special Events:

Site locations for units will be designated by **Docks & Harbors Contract Coordinator**.

Units placed at special events will be scheduled for service when tank reaches 1/3 capacity.

Perform requirements listed under **Standard for Placement of Unit at Designated Location** and **Standard for Unit Service (Pump-out)**.

Standard for Pick-up and Return of Unit to Contractor's Location:

Units must be emptied before they are picked up and returned to the contractor's location.

Disposal of Waste:

Contractor or designee must use only licensed and approved disposal facilities.

Consult with your local Health Department officials to determine approved sites.

Contractor must furnish **Docks & Harbors Contract Coordinator** with the name of their primary approved disposal site contact person of that facility and their phone number.

In the event of accidental spill of waste at disposal site notify contact person at that facility.

Type of Units:

ADA units must be certified ADA compliant, no exceptions.

All unit types must have a **minimum** tank capacity of sixty-five (65) gallons or greater.

Any unit will be subject to request for immediate removal if **Docks & Harbors Contract Coordinator** determines that the unit is in need of upgrade or structure is showing excessive signs of wear, has leaking tank or repairs are needed. Contractor will designate a tracking number for each unit and submit to **Docks & Harbors Contract Coordinator**.

Timeliness of Service & Response to Vandalism:

It is the Contractors' responsibility to contact Dave Borg, Docks & Harbors Contract Coordinator @ 586-5255 when a unit is being replaced due to repair needs or vandalism.

Contractor must be available to service any or all units every day and on any given weekend or for special events for duration of the contract.

Contractor must be available to respond within 12 hours or less in cases of emergencies. Emergencies may include but are not limited to pump out service, replacement or repair of vandalized unit, delivery of a unit to sites where structures that normally have sewer & water for some reason have a system failure.

Contractor should have spare/extra/backup portable units of each type required.

In cases of partial or comprehensive loss of unit due to vandalism, contractor must clean site as required. Contractor will be responsible to dispose of all materials properly and in accordance with Federal, State and Municipal disposal laws or regulations.

Activities Information to Contractor:

Special event calendars or activities will also be available to Contractor whenever possible. Events may occur on very short notice.

Site Accesses:

Keys or Combination codes to various locks will be provided to Contractor for site accesses Contractor should never give keys or communicate codes to any unauthorized party.

Contractor Phone and fax numbers:

Contractor must provide working contact numbers for duration of this contract. It is suggested that the Contractor have a cellular phone as well.

| No. of Units & Type | Weekly Quantity Service & Pump-Outs | Dates of Service/ Pump-out | Location | Unit Price (cost per week) | Extended Price |
|--------------------------------|--|---|------------------------------|-----------------------------------|-----------------------|
| 1 Standard | 4 | April 1 – September 30 (26 weeks - Summer) | North Douglas Launch | \$ _____ | \$ _____ |
| 1 Handicap Accessible | 4 | April 1 – September 30 (26 weeks - Summer) | North Douglas Launch | \$ _____ | \$ _____ |
| 1 Standard | 4 | April 1 – September 30 (26 weeks - Summer) | Douglas Harbor (Old Ramp) | \$ _____ | \$ _____ |
| 1 Handicap Accessible | 4 | Oct. 1 – March 30 (26 weeks – Winter) | Douglas Harbor (New Ramp) | \$ _____ | \$ _____ |
| 1 Handicap Accessible | 4 | April 1 – September 30 (26 weeks – Summer) | Douglas Harbor (New Ramp) | \$ _____ | \$ _____ |
| 1 Handicap Accessible | 4 | April 1 – September 30 (26 weeks - Summer) | Harris Harbor | \$ _____ | \$ _____ |
| 1 Handicap Accessible | 3 | Oct. 1 – March 30 (26 weeks – Winter) | Harris Harbor | \$ _____ | \$ _____ |
| 2 Standard | 4 | April 1 – September 30 (26 weeks - Summer) | Aurora Harbor | \$ _____ | \$ _____ |
| 1 Handicap Accessible | 4 | April 1 – September 30 (26 weeks - Summer) | Aurora Harbor | \$ _____ | \$ _____ |
| 2 Standard | 3 | Oct. 1 – March 30 (26 weeks – Winter) | Aurora Harbor | \$ _____ | \$ _____ |
| 1 Handicap Accessible | 3 | Oct. 1 – March 30 (26 weeks – Winter) | Aurora Harbor | \$ _____ | \$ _____ |
| 1 Standard | 3 | July1 – June 30 (52 weeks) | Statter Harbor | \$ _____ | \$ _____ |
| 2 Standard | 4 | May12 – Sept 8 (17 weeks) | Statter Harbor | \$ _____ | \$ _____ |
| 1 Handicap Accessible | 4 | May 12- Sept 8 (17 weeks) | Statter Harbor | \$ _____ | \$ _____ |
| | | | | | |

| | | | | | |
|-----------------------|--------------------------------------|--------------------------------|-------------------------|----------|----------|
| 1 Standard | 3 | July 1 – June 30 (52 weeks) | ABLF | \$ _____ | \$ _____ |
| | 1 x April 1 x July 1 x October | End of month | Amalga Pit Toilet | \$ _____ | \$ _____ |
| | 1 x April 1 x July 1 x October | End of month | Echo Cove Pit Toilet | \$ _____ | \$ _____ |
| TOTAL \$ _____ | | | | | |

Company Name: _____

Date: _____

BID AND SIGNATURE DOCUMENT

The undersigned, as bidder, declares that we have examined all contract documents contained herein and will contract thereon with Docks & Harbors to do everything necessary for the fulfillment of this contract. We agree any addenda received are part of the contract documents.

The bid guarantee, if required, is included herewith and is equal to five percent of the total amount of our proposal. The guarantee is in the form of a bid bond, certified check, postal money order, certificate of deposit, or other approved negotiable instrument made payable to Docks & Harbors.

Bids received after the time announced for the opening will not be considered. No bid may be withdrawn after the opening time, or before the award and execution of the contract, unless the award is delayed for more than 60 days.

Docks & Harbors reserves the right to reject any or all bids, to waive any informalities, or to cancel the invitation when in Docks & Harbors best interest. Docks & Harbors also reserves the right to determine the lowest qualified responsive, responsible bidder and which bid, if any, should be accepted. When alternate bids are requested, Docks & Harbors may, at its sole discretion, award the basic bid, or the basic bid and one or more alternates.

Certification of Non-Collusion

We certify we have prepared our bid independently and without direct or indirect collusion, restraint of trade, or other unfair competitive practices.

BID AND SIGNATURE DOCUMENT

We understand that any false statements made to meet any requirement may result in contract cancellation or initiation of action under Federal or State laws or both.

Bidder - Company Name

Addenda Nos. Received

Authorized Signature

Date

\$

TOTAL BID

()
Printed Name

Telephone

()
Address

FAX

City

State

ZipCooperative Purchasing ☐ Yes ☐ No

Check here if you qualify for the 5% local bidder's preference.

Check here if you qualify for the 10% disability preference.

Alaska Business License No.

Sic No.

Date Issued**TO BE CONSIDERED, bids must include the following:**

1. Signed Bid and Signature Document (includes addenda receipt if any).
2. Bid Schedule Pages

The successful bidder will be required to submit:

1. Certificates of Insurance