



**CITY AND BOROUGH OF JUNEAU (CBJ)  
REQUEST for QUOTES (RFQ)**

**CBJ STABLER POINT QUARRY LOCKUP SERVICES TERM CONTRACT  
RFQ No. E19-029**

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**QUOTES ARE DUE PRIOR TO 2:00 p.m., June 26, 2018**

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**RESPONDING TO THIS REQUEST FOR QUOTES.** Quotes may be hand-delivered, or faxed, to the attention of Janet Sanbei, CBJ Engineering, Contracts Office, 3rd Floor, Marine View Center at 230 South Franklin Street. The Engineering Department Contracts Division fax number is 907-586-4530. Emailed quotes will be accepted if they are emailed to [contracts@juneau.org](mailto:contracts@juneau.org) received and printed prior to the deadline stated above. It is strongly recommended that Bidders call (907) 586-0490 to confirm receipt of faxed or emailed quotes.

**SCOPE OF WORK:** The CBJ owns and provides contractor access to Stabler Point rock quarry at Auke Bay. The site is secured with lockable gates to prevent unauthorized after-hours access.

The CBJ requires a contractor to perform the following services at Stabler Quarry:

The contractor shall be responsible for unlocking and opening the main quarry access road gate each morning within the half hour **prior** to the start of business at 8:00 AM (i.e. between 7:30AM and 8:00AM) and also closing and locking the gates each evening **after** close of business at 4:30PM (i.e. between 4:30PM and 5:00PM). Prior to closing the gate the contractor shall make a quick drive through patrol of the main quarry floor to check that loaded trucks are not locked in for the night.

Lockup services are required only for the days the quarry is permitted to operate, i.e. 8:00AM to 4:30PM Monday through Friday, closed weekends and State holidays. The typical Quarry operating season is April – November, approximately 150 working days.

It is possible that the quarry's permitted days and/or hours of operation may change within the period of this contract. Should this happen, the lock/unlock patrol times will be adjusted accordingly.

**LIMITATIONS:** Contractors with an active 2018 Stabler Quarry User Agreement and Mining Area are not permitted to perform this contract.

**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 June 30, 2019. Upon mutual agreement, the contract shall be renewed each year for an additional two (2) 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 July 1 and end on June 30 the following year, for each additional year. This Term Contract shall end on June 30, 2021.

**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 June 30, 2019. At the renewal period each year, the 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:** Alec Venechuk, CBJ Material Sources Manager or his designee, 907-586-0874.

**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 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 are on their way out and 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.

**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 am the following business day of any problems of lock up services.

**REGULATION REQUIREMENTS:** The Contractor shall 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 must provide certification of proper insurance coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required in this contract to the City and Borough of Juneau. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract.

Contractor agrees to maintain insurance as follows at all times while the contract is in effect, including during any periods of renewal.

**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. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate.

**This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**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 requirement applies to the Contractor's firm, the Contractor's 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 in the Contractor's business operation affect the Contractor's insurance status. Statutory limits apply to Workers Compensation Insurance.

- a. Employers Liability

Bodily Injury by Accident:	\$100,000.00 Each Accident
Bodily Injury by Disease:	\$100,000.00 Each Employee
Bodily Injury by Disease:	\$500,000.00 Policy Limit
- b. The Contractor agrees to waive all rights of subrogation against the OWNER and Engineer for WORK performed under the contract.

- c. If the Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the WORK, "Other States" endorsement shall be required as a condition of the contract.

**If the Contractor is exempt from Alaska Statutory Requirements, the Contractor will provide written confirmation of this status in order for the City to waive this requirement. The policy shall be endorsed to waive subrogation rights against the City.**

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

**This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers** The CONTRACTOR shall require each Subcontractor similarly to provide Commercial Automobile Liability Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Commercial Automobile Liability Insurance.

**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:

Greg Smith, 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  
[greg.smith@juneau.org](mailto:greg.smith@juneau.org)

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**.

**BID SCHEDULE**

<b><u>Item #</u></b>	<b><u>Description</u></b>	<b><u>Quantity</u></b>	<b><u>Per Service Call</u></b>	<b><u>Extended Price</u></b>
1.	Lockup Service Call for Stabler Point Quarry - from July 1, 2018, to November 1, 2018, and April 1, 2019 to June 30, 2019, as specified	150 Days/Service Calls	\$_____	\$_____
2	Unlock Service for Stabler Point Quarry - from July 1, 2018, to November 1, 2018, and April 1, 2019 to June 30, 2019, as specified	150 Days/Service Calls	\$_____	\$_____

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

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

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

Printed Name \_\_\_\_\_