



The City and Borough of Juneau
Docks & Harbors

REQUEST FOR BIDS

BID # DH22-030

Term Contract to Provide Portable Sanitation Units and Related Services

Disadvantaged business enterprises are encouraged to respond.
A 5 percent Juneau Bidder preference will apply.
A 10 percent disability preference will not apply.

Issued By: Carl Uchytíl
Date of Issue: April 26, 2022
Deadline: Tuesday, May 24th prior to
2:00 p.m. Alaska Time
Phone: (907) 586-0292
Email: carl.uchytil@juneau.org

NOTE: Mailing/delivery times to Alaska take longer than other areas of the U.S.
Receipt signature is suggested. Late bids will NOT be considered.

Request for Bids DH22-030

SCOPE AND/ OR INTENT: The City and Borough of Juneau (City) Docks & Harbors (D & H) seeks bids from qualified persons or firms to provide portable sanitation units and related service. The intent is to award a term contract pursuant to this solicitation.

DEADLINE FOR BIDS: Sealed bids must be received by Docks & Harbors **prior to 2:00 p.m., Alaska Time on Tuesday, May 24th, 2022** or such later time as may be announced by addendum at any time prior to the deadline. Bids will be time and date stamped by Docks & Harbors, which will establish the official time of receipt of bids. Bids will be opened immediately thereafter in CBJ Room 224, 155 S. Seward Street, unless otherwise specified.

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

PHYSICAL LOCATION:
City and Borough of Juneau,
Docks & Harbors
76 Egan Dr.
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

Please affix the label below to outer envelope in the lower left hand corner.

IMPORTANT NOTICE TO BIDDER/PROPOSER	
To submit your bid/proposal:	
1. Print your company name and address on the upper left corner of your envelope.	
2. Complete this label and place it on the lower left corner of your envelope.	
S E A L E D	BID/PROPOSAL NUMBER: DH22- 030 _____
	SUBJECT: TC to Provide Portable Sanitation Units and Related Services
	DEADLINE DATE: _____ _____
	PRIOR TO 2:00PM ALASKA TIME
	B I D P R O P O S A L

Mailing/delivery times to Alaska take longer than other areas of the U.S. Receipt Signature is suggested. Late bids will not be accepted and will be returned.

PART "A" INFORMATION TO BIDDERS

GENERAL TERMS AND CONDITIONS

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 the Docks & Harbors at least ten (10) 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 Port Directors office at 76 Egan Drive 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. 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.

Bid Modifications: Any bidder may deliver a modification to a bid in person, by mail or fax (907-586-0295) provided that such modification is received by Docks & Harbors no later than the deadline for bids. Modifications will be time and date stamped by Docks & Harbors, establishing the official time of receipt of the modification. 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.

Fax Disclaimer: It is the responsibility of the bidder to submit modifications in a timely manner. Bidders' use of a fax machine to modify their bid shall be at bidders' sole risk. Docks & Harbors 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. Docks & Harbors 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 Docks & Harbors (907-586-0292) 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.

Variations: 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 apparent successful 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 model number does not preclude an offer of a comparable or better product. Failure to provide 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 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, 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 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 Docks & Harbors may announce by facsimile transmission or other writing or electronic notice sent to planholders 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.

Cancellation of Bid/Quote Solicitation: Docks & Harbors may cancel, in whole or in part, any Request for Bids/Quotes when it is in the best interest of Docks & Harbors.

Indemnification: The 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 or related to the Vendor'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 attorney's 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 Docks & Harbors relating to this contract. The obligations of Vendor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. Docks & Harbors shall notify Vendor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Vendor's obligations and may be waived where the Vendor has actual notice.

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.

Cooperative Purchasing: Other governmental agencies may be extended the opportunity to purchase off this bid with the agreement of the successful vendor(s) and Docks & Harbors. However, Docks & Harbors is not an agent of, partner to or representative of these outside agencies and is not 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 Vendor, Docks & Harbors may procure the goods or services from another source and hold the Vendor 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 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 Docks & Harbors, as noted on the purchase order. The ordering agency will approve for payment after it receives the merchandise or service and all conditions of the RFB have been met. Questions concerning payment should be addressed to Docks & Harbors.

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.

Additional Units on RFB Award: Docks & Harbors may from time to time request additional units above the amount stated in the RFB realizing that additional orders constituting more than 25% of the amount stated in the RFB would be with the concurrence of the Vendor.

Continuing Obligation of Vendor: Notwithstanding the expiration date of a contract resulting from this RFB, the Vendor 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 Vendor 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.

Lowest Qualified Bidder: The lowest qualified bidder will be considered for award. A qualified bidder is a vendor submitting the lowest responsive and responsible bid. A responsive bid conforms in all material respects to the requirements stated in the RFB. A responsible bidder has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit which will assure good faith performance. (Revised 5/10 NAT)

Rejection of Bids: A bid may be rejected and considered non-responsive for, including but not limited to, the following reasons:

1. If the Bid is on a form other than that furnished by Docks & Harbors, or if the Bid is improperly signed;
2. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award.
3. If there are unauthorized additions or irregularities of any kind which may make the Bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with Docks & Harbors RFB;

4. If the Bidder omits a price on any item or items on which pricing is required;
5. If the Bid contains any excessively unbalanced unit prices (either above or below a reasonable price) to the potential detriment of Docks & Harbors;
6. If the Bidder fails to furnish an acceptable bid guaranty; or
7. If the Bidder has not acknowledged receipt of each Addendum.

A Bidder may be considered not responsible if he/she has previously failed to perform properly or to complete a contract as specified either with Docks & Harbors or another government agency.

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

Right to Waive: Docks & Harbors may waive any informality or minor irregularity 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 53.50.050. Unless otherwise 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

https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodid=PTIVADCORE_TIT53PRACDI_CH53.50PUSUDI

All appropriate certificates must accompany this RFB.

Funding sources may prohibit bidder preferences. If you have any questions, contact the Purchasing Division.

Filing A Protest: Protest will be administered 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

https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodid=PTIVADCORE_TIT53PRACDI_CH53.50PUSUDI

Vendor's Good Standing with CBJ Finance Department: Vendors must be in good standing with the City prior to award, and prior to any contract renewals, and in any event no later than seven business days following notification by Docks & Harbors of intent to award. Good standing means: all amounts owed to the City are current and the Vendor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the City, or a Confession of Judgment has been executed and the Vendor is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Vendor is current in all City reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your bid. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor's Office at (907)586-0930 for business personal property issues, or Collections Division at (907) 586-5268 for all other accounts.

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 CBJ Docks & Harbors, 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 RFB may not be assigned in whole or in part without the prior written consent of Docks & Harbors

Precedence: The general terms and conditions apply and are standard to Docks & Harbors for this purchase. Other specific terms and conditions may be provided in the specifications, of this RFB. In the event of a conflict between the general terms and conditions and the specifications, the specifications shall take precedence.

Termination for Convenience: Docks & Harbors may, by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the City. In the event that this contract is terminated by Docks & Harbors for convenience, as opposed to termination for cause, Docks & Harbors is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

Default and Termination for Cause: If Vendor fails to perform a material obligation under this contract, Docks & Harbors may consider the Vendor to be in default (unless caused an event, circumstance, or act of a third party that is beyond Vendor's reasonable control) and may assert a default claim by giving Vendor a written and detailed notice of default. The Vendor shall cure the default within the time frame identified in the notice of default, or, if the default is not curable within the time frame specified, provide a written cure plan acceptable to Docks & Harbors, which shall not be unreasonably withheld. Vendor will begin implementing the cure plan immediately after receipt of notice that Docks & Harbors approves the plan. Docks & Harbors payment obligations shall be held in abeyance until the default is cured.

If Vendor fails to cure the default, unless otherwise agreed in writing, Docks & Harbors may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the Parties may agree that Docks & Harbors remedy be limited to recovering from Vendor all actual, reasonable costs incurred in securing the scope of work. Docks & Harbors agrees to mitigate damages to the extent required by law, and to provide Vendor with detailed invoices substantiating the charges.

Cancellation: Docks & Harbors reserves the right to cancel the contract upon 30 days prior written notice for cause. Cause includes, but is not limited to, inferior products, not meeting specifications, or failure to comply with other contract provisions. Such termination will be without penalty. The contract may be offered to the next responsible, responsive bidder or re-bid.

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 & Harbors 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 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 would 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 submit reply via email to matthew.creswell@juneau.org

Term Contract to Provide Portable Sanitation Units and Related Service

PURPOSE: SCOPE AND/OR INTENT: The intent of this Bid is to establish a term contract to provide Portable Sanitation Units and Related Services for Docks & Harbors. All Portable Sanitation units provided must meet or exceed American Society for Testing and Materials (ASTM) and National Industry Standards.

FUNDS: The City and Borough of Juneau Docks & Harbors is a government agency and should funds not be appropriated, the Contract will be null and void.

CONTRACT PERIOD: The contract will be in effect beginning July 1, 2022 through June 30, 2023 with an *automatic annual renewal* period for three (3) additional one year period, with the final expiration date of June 30th, 2026. Vendor may provide written notice to terminate the contract without penalty providing the notice is given sixty (60) days prior to the upcoming renewal period.

CONTRACT EXTENSION: Any holding over of the contract after the final expiration of the contract period will be considered on a month-to-month extension and must be mutually agreed upon between Docks & Harbors and Vendor.

CONTRACT PRICE: Contract prices are to remain firm for the duration of the contract period including any automatic annual renewal or hold over periods unless a price adjustment is requested and agreed upon.

PRICE ADJUSTMENT: Unit price(s) may be subject to a price adjustment once per year. Request for a price adjustment must be based on substantiated changes for actual costs differences during the contract period. If the Vendor wishes to claim an adjustment to cost factors, justification must be provided, in writing, 30 days prior to the start of the next renewal period and submitted to Docks & Harbors. If Docks & Harbors agrees to the price adjustment, an amendment reflecting the price adjustment will be issued. If Docks & Harbors does not agree to a price adjustment, the project may be rebid.

INVOICING AND PAYMENT: The purchase order number must be referenced on all submitted invoices. Payment will be initiated upon receipt of proper invoicing and approval by Docks & Harbors personnel for any services provided.

CONTRACT ADMINISTRATOR: The contract administrator for this quote contract will be Matthew Creswell Harbormaster, for CBJ Docks & Harbors or upon notification, an alternative assigned designee.

SERVICE REFERENCES: References may be a factor in determining the bidder's ability to provide a quality services for Docks & Harbors. When considering the bidder's experience Docks & Harbors may request the Vendor to provide references from current customers. Failure of the bidder to produce acceptable references within 5 business days may deem the services offered unacceptable and the quote non-responsive.

QUANTITY: The number of portable sanitation units and related services may vary throughout the initial contract period and renewals or holding over periods. The number of portable sanitation units and related services is an annual estimate. Docks & Harbors does not guarantee any maximum or minimum quantities. The Vendor's unit bid price will apply to units added during the contract and any renewals or holding over period.

Term Contract to Provide Portable Sanitation Units and Related Service

ADDITIONAL UNITS/LOCATIONS: 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 Vendor in writing.

ADDITIONAL SERVICE/PUMP-OUTS: Docks & Harbors does not anticipate that additional related service pump-outs will be requested. However, the Vendor will need to provide additional units after a 1-day notice is given to the Vendor. The rate charged for additional service/pump-outs will be based on the unit bid price submitted for location requested.

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

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

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

PERMITS: The Vendor must comply with all applicable Federal, State, City laws which have a bearing on this contract and must have all licenses and permits required by the State and/or City for performance of this contract.

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.

QUESTIONS/BIDDER CONTACT: CBJ Docks & Harbors, Matthew Creswell 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 Attn: Matthew Creswell or sent via email or by facsimile to (907) 586-2507 at least **seven (7) calendar days** before the time announced for the opening. Clarification or 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

Matthew Creswell, Harbormaster

Docks & Harbors

City & Borough of Juneau,

155 S. Seward Street, Juneau, Alaska 99801

matthew.creswell@juneau.org // PH: (907) 586-5255 // FAX (907) 586-2507

Bidders shall provide the name, address, fax number, and telephone number of an individual in their organization to who notices and inquiries from the Docks & Harbors should be directed as part of this bid.

AWARD: Award will be made by Total Bid to the lowest responsive qualified bidder. In the event the primary Vendor cannot meet their obligation, Docks & Harbors will contract with the next available Vendor and will hold the original Vendor responsible for any incidental and consequential damages incurred.

INSURANCE: See ATTACHMENT A for a complete description of the Insurance Requirements for this contract.

TO BE CONSIDERED, submitted bids must be complete, signed and include the following:

1. Bid Schedule, Signed Bid and Signature Page including addendum acknowledgments.
2. Signed Attachment A - Insurance Requirements.

SPECIFICATIONS-

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

Web site: www.pesai.org

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

Forecast Schedule:

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

Standard for Unit cleaning – All units will be replaced by a clean, inspected unit before being removed for cleaning and inspection at Vendors 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 of each unit will be cleaned inside and out.

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

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

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

Term Contract to Provide Portable Sanitation Units and Related Service

Quality Control Inspection Form:

This Form will be provided by Docks & Harbors and will be used by the awarded Vendor and apply to all portable sanitation units specified for use on this contract. If new unit is requested they shall be provided per the specifications for cleaning and inspection prior to delivery at the specified location(s). Vendor must coordinate delivery of each unit with **Docks & Harbors Contract Coordinator**. Vendor will provide Coordinator with completed Form upon delivery.

The Inspection form may be used by Docks & Harbors for quality control purposes during the contract period to ensure compliance. If deficiencies are found, the Vendor will have twelve (12) hours after written notification to correct and comply with the terms of this contract. D&H shall retain the right to require or waive the inspection process dependent on the discretion of D & H Contract Coordinator.

Monthly Service Reports:

Vendor shall submit a monthly service report detailing when each unit was serviced. 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: Matthew Creswell

155 South Seward Street

Juneau, Alaska 99801

Phone (907) 586-5255

Fax number (907) 586-2507

Email: matthew.creswell@juneau.org

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 Vendor'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 Vendor'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 Americans with Disabilities Act (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.

Term Contract to Provide Portable Sanitation Units and Related Service

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.

Vendor 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, Vendor 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.

After bid award, 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 Vendor billing purposes.

Term Contract to Provide Portable Sanitation Units and Related Service

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 non-alcohol base) shall be present in dispensers and in amounts adequate for greatest volume of users until next scheduled Vendor service. This level of service should take place when special event units are delivered as well.

Vendor 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.

Vendor shall submit a copy of certification to **Docks & Harbors Contract Coordinator** for cleaning portable sanitation units.

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 Vendor's Location:

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

Disposal of Waste:

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

Vendor must furnish **Docks & Harbors Contract Coordinator** with the facility name, contact person, and contact information of their primary approved disposal 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. Vendor will designate a tracking number for each unit and submit to **Docks & Harbors Contract Coordinator as part of the monthly reporting**.

Timeliness of Service & Response to Vandalism:

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

Term Contract to Provide Portable Sanitation Units and Related Service

Vendor must be available to service any or all units and respond to emergency situations within twelve hours of notification, during normal business hours, seven (7) days a week, including holidays and weekends. This shall include any special events for duration of the contract. 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.

Vendor shall 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. Vendor will be responsible to dispose of all materials properly and in accordance with Federal, State and Municipal disposal laws or regulations.

Special Events Information:

Special event calendars shall be available to Vendor whenever possible. Events may occur on very short notice.

Site Accesses:

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

Vendor Phone and fax numbers:

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

Term Contract to Provide Portable Sanitation Units and Related Service

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 Handicap Accessible	4	April 1 – September 30	Douglas Harbor Launch Ramp	\$ _____	\$ _____
1 Handicap Accessible	3	Oct 1 – March 30th	Douglas Harbor (Old Approach Ramp)	\$ _____	\$ _____
1 Handicap Accessible	4	April 1 – September 30 (26 weeks - Summer)	Douglas Harbor (Old Approach Ramp)	\$ _____	\$ _____
1 Handicap Accessible	3	Oct. 1 – March 30 (26 weeks – Winter)	Douglas Harbor (New Approach Ramp)	\$ _____	\$ _____
1 Handicap Accessible	4	April 1 – September 30 (26 weeks – Summer)	Douglas Harbor (New Approach 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 C and N Ramps	\$ _____	\$ _____
3 Handicap Accessible	4	April 1 – September 30 (26 weeks - Summer)	Aurora Harbor C and N Ramps	\$ _____	\$ _____
2 Standard	3	Oct. 1 – March 30 (26 weeks – Winter)	Aurora Harbor C and N Ramps	\$ _____	\$ _____
3 Handicap Accessible	3	Oct. 1 – March 30 (26 weeks – Winter)	Aurora Harbor A,H,N Ramps	\$ _____	\$ _____
1 Standard	2	May 1 – Oct 1	Downtown by Library	\$ _____	\$ _____

Term Contract to Provide Portable Sanitation Units and Related Service

1 Standard	4	May 1 – Oct 15	Statter Harbor Bus Zone	\$ _____	\$ _____
3 Standard	4	May 15 – Sept 26 (21 weeks)	Statter Harbor Bus Zone	\$ _____	\$ _____
1 Handicap Accessible	4	May 01- Sept 26 (21 weeks)	Statter Harbor Bus Zone	\$ _____	\$ _____
1 Standard	2	July 1 – June 30 (52 weeks)	ABLF	\$ _____	\$ _____
	Monthly	End of month	Douglas Harbor Sanitation holding tank pump out	\$ _____	\$ _____
	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 \$					_____

The undersigned, as bidder, declare that we have examined all contract documents contained herein and will contract thereon with the City and Borough of Juneau (hereinafter referred to as the "City") Docks & Harbors (D & H) to do everything necessary for the fulfillment of this contract. We agree any addenda received are part of the contract documents.

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 informality or to cancel the invitation when in the City's 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 alternative 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.

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

Bidder-Company Name

Addenda Nos. Received

Authorized Signature

Date

\$ _____
TOTAL BID

Printed Name

Telephone Number

Address

Fax Number

City

State

Zip

E-Mail Address

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

TO BE CONSIDERED, bids must include the following:

- 1. Request for Bid page, includes addenda receipt (this page).
- 2. Bid Schedule page.

INCLUDE THIS PAGE WITH YOUR BID

INSURANCE REQUIREMENTS The Vendor’s insurance shall be primary and any insurance maintained by Docks & Harbors shall be non-contributory. If the Vendor maintains higher limits than shown below, Docks & Harbors shall be entitled to coverage for the higher limits maintained by the Vendor. Vendor agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

Commercial General Liability Insurance. The Vendor must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Vendor. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. **The City and Borough of Juneau shall be named as additional insured for this policy.**

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.

Workers Compensation Insurance.

If required by Alaska Statute (see Alaska Statute 23.30), the Vendor must maintain Workers Compensation Insurance to protect the Vendor from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Vendor's firm, the Vendor's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Vendor must notify Docks & Harbors as well as the State Division of Workers Compensation immediately when changes in the Vendor's business operation affect the Vendor'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) per injury and illness, and five hundred thousand dollars (\$500,000) aggregate. Vendor also agrees to provide evidence of Longshore and Harbor Worker’s Insurance and Jones Act coverage if applicable to the work required. If the Vendor is exempt from Alaska Statutory Requirements, the Vendor will provide written confirmation of this status in order for Docks & Harbors to waive this requirement. **The policy shall be endorsed to waive subrogation rights against the City.**

A Certificate of Insurance, along with all required amendatory policy endorsements, must be provided within five (5) working days of notice of *Intent to Award*.

- We have discussed price and availability of the required insurance coverage with our insurance representative
- We already carry this coverage.

Authorized Signature

Printed Name

Company Name

INCLUDE THIS PAGE WITH YOUR BID