

# Request for Quotations

Department of Natural Resources

**NUMBER**

RFQ 10 170007321 - 1

**DATE OF ISSUE**

March 15, 2017

**TITLE OF SOLICITATION:**

Kasilof River Personal Use Fisheries Dumpster Services

**DEADLINE FOR RESPONSES:**

March 30, 2017

14:00:00 Alaska Time

**BID RECEIVING LOCATION**

Support Services ANC Admin  
Suite 1230  
550 W. 7th Ave.  
  
Anchorage, AK 99501-3564

**VENDOR:**

**Name:**

**Address:**

**City, State, Zip Code:**

**Phone #:**

**Email Address:**

**Contact Name:**

**Contact Email:**

**Vendor #:**

**PURPOSE OF SOLICITATION:**

The Department of Natural Resources, Division of Mining, Land, and Water, is seeking competitive quotes for a qualified contractor to provide seasonal dumpster and trash removal services for the Kasilof River Personal Use Fisheries Area. Scope of Services can be found in this document.

Important Notice: If you receive this solicitation from the State's Online Public Notice website or IRIS Vendor Self Service portal, you must register with the DNR Procurement Section to receive subsequent amendments. Registration must be in writing and may be made via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) or fax to 907-269-8909. Failure to register with the DNR Procurement Section may result in rejection of your offer.

ADA: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov), fax to 907-269-8909, telephone at 907-269-8666 or 269-8687, or TDD at 907-269-8411 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

**THIS IS NOT AN ORDER.**

**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY.**

Signature X \_\_\_\_\_ Date \_\_\_\_\_

**BID SCHEDULE**

Event Date	Event Description
03/23/17	Questions Due
03/30/17	Solicitation Closing Date/Time

**LINE ITEMS**

Line No.	Description	Quantity	Unit	Unit Cost
1	Kasilof River Personal Use Fisheries Dumpster Services			
<b>Start Date</b>	<b>End Date</b>	<b>Delivery Date</b>	<b>F.O.B. Point</b>	<b>Extended Line Total</b>
05/19/17	05/18/18			
<b>Extended Description:</b> Kasilof Personal Use Fisheries dumpster service as specified within this RFQ.  DO NOT ENTER COST ON THIS LINE. Enter cost only on the Quote Schedule shown within this RFQ.				

#### EVALUATION CRITERIA

Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
18	Cost 100%		
12	Minimum Req		

<b>PREFERENCES</b>	
<b>Does your business qualify for the Alaska bidder preference?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Does your business qualify for the Alaska veteran preference?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No

**Important Notice:** If you received this solicitation from the State of Alaska's "Vendor Self-Service" web site, you must register with the procurement officer to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

**PROCUREMENT OFFICER:** Marlys Hagen

**TELEPHONE NUMBER:** (907)269-8666

**EMAIL:** marlys.hagen@alaska.gov

Terms and Conditions		
No.	Name	Section
011	Appendix A Goods	1
007	Appendix B1	1

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## APPENDIX A GENERAL CONDITIONS

### 1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### 2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

### 3. Disputes:

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620□AS 36.30.632

### 4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska 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.

### 5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

### 6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

### 7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

### 8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

### 9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

### 10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

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#### **11. Officials Not to Benefit:**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

#### **12. Contract Prices:**

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

#### **13. Contract Funding:**

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

#### **14. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

#### **15. Contract Extension:**

Unless otherwise provided, the State and the 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 at least thirty (30) days before the desired date of cancellation.

#### **16. Severability:**

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

#### **17. Continuing Obligation of Contractor:**

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

#### **18. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

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## **APPENDIX B<sub>1</sub>** **INDEMNITY AND INSURANCE**

### **Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

### **Article 2. Insurance**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

- 2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- 2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.

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## RFQ 170007321

### Kasilof River Personal Use Fisheries Dumpster Services

**1. Intent.** To establish a multi-year contract between the Department of Natural Resources (DNR), Division of Mining, Land, and Water (DMLW), for a qualified contractor to provide dumpsters and trash removal services for the Kasilof River Personal Use Fisheries area.

**2. Contract Period.** The contract resulting from this RFQ will begin May 19, 2017 and end May 18, 2018. There will be four, one-year, renewal options for this contract, which are to be exercised at the sole discretion of the state subject to availability of funding and a continuing need for the service.

**3. Period of Performance.** The period of performance for the 2017 season will begin June 1, 2017 and end August 10, 2017. Dumpsters are to be set up and ready for use as follows:

Phase I: June 1<sup>st</sup> – June 30<sup>th</sup>:

4 each 6-yard dumpsters on the north side at the N-1, Kasilof Beach Road, location; and  
4 each 6-yard dumpsters on the south side at the S-1, Cohoe Beach Road, location.

Phase II: July 1<sup>st</sup> – August 10<sup>th</sup>:

5 each 6-yard dumpsters on the north side at the N-1, Kasilof Beach Road, location; and  
5 each 6-yard dumpsters on the south side at the S-1, Cohoe Beach Road, location.

See attached photo showing access points for both locations.

The period of performance for subsequent seasons will be the same unless the contractor is notified otherwise by the Division of Mining, Land, and Water.

All dumpsters are to have a capacity of 6 yards, have hinged lids, and be in good working order without any major damage.

Dumpsters are to be set up and ready for use by the dates shown above and removed on August 10<sup>th</sup>. Early setup or late removal of the dumpsters will be at the contractor's sole discretion. For the purpose of this RFQ and the subsequent contract "early set up" and "late removal" are defined as placing the dumpsters before the start or removing the dumpsters after the end of the established period of performance. The state will not be charged for early set up or late removal of the dumpsters by the contractor.

#### **4. Service Schedule.**

Regular Service. All units are to be serviced **three times a week** between June 1<sup>st</sup> and August 10<sup>th</sup>. Service days are **Tuesday, Friday, and Sunday.**

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Holiday Service. The only holiday occurring during the period of performance is Independence Day on July 4<sup>th</sup>. For the 2017 season we do not anticipate needing an additional cleaning on this holiday but it may be required for subsequent seasons. The contractor will be notified by DMLW if an additional service is needed on this holiday.

Extra Cleanings. Depending on usage DMLW may require extra cleanings during the period of performance. If required, extra cleanings will be on a call-out basis only. Callouts will be initiated by DMLW.

**5. Estimated Quantities.** The quantities shown in this RFQ are an estimate of the State's annual needs and may vary more or less from the actual needs. The state does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this RFQ.

**6. Contract Prices.** Contract prices are to remain firm for the initial period of performance, which is June 1, 2017 – August 10, 2017. Prices for subsequent contract years are subject to tariffs approved by the Regulatory Commission of Alaska. The contractor must notify the Department of Natural Resources Procurement Officer of any regulatory changes and provide a copy of the approved finding to the DNR Procurement Officer prior to implementation of the price increase. Cost for all services provided during the contract period (initial year plus 4 renewal periods) is not to exceed \$100,000.00.

**7. Proof of Insurance.** Contractor will be required to provide proof of insurance as required by Appendix B1 attached to this RFQ before the start of the contract period.

**8. Contract Terms and Conditions.** Contractor will be required to comply with the general terms and conditions shown in Appendix A attached to this RFQ.

**9. Contract Cancellation.** The State may at its sole discretion cancel this contract upon 30 days written notice to the contractor. The State will only be responsible for payment of services provided prior to the date of cancellation.

**10. Invoices.** Invoices are to be submitted monthly during the period of performance for services received during the month. Billing address will be shown in the contract resulting from this RFQ. Phase I services are services provided between June 1<sup>st</sup> and June 30<sup>th</sup>; Phase II services are services provided between July 1<sup>st</sup> and August 10<sup>th</sup>.

## **11. Quote Schedule.**

Costs offered are to remain firm for the initial period of performance and are to include all costs associated with providing required services, to include but not limited to fuel surcharges, daily rental charge, delivery and pick up fees, distance charges, and any other cost, charge, or fee.

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Item	Description	Extended Cost
1.	<b>Phase I Dumpster Services</b> (June 1st – June 30th; 4 each 6 yard dumpsters; serviced three times a week)	\$
2.	<b>Phase II Dumpster Services</b> (July 1st – August 10th; 5 each 6 yard dumpsters; serviced three times a week)	\$
3.	<b>Total Contract Cost (sum items 1 and 2)</b>	\$
4.	Holiday Charge cost per (circle one) hour service	\$
5.	Extra Service Charge cost per (circle one) hour service	\$

**12. Amendment(s).** The bidder acknowledges receipt of the following amendment(s) issued for this RFQ (if none, leave blank or write "None"): \_\_\_\_\_.

**13. Preference Certification.**

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or "inked" out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

**14. Prompt Payment for State Purchases.** The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic fund transfer (EFT) is initiated.

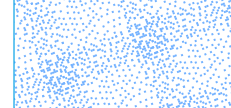
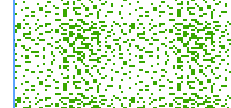

\*\*\*\*\***END OF SECTION**\*\*\*\*\*



# Kasilof River Mouth Area

Public Access Areas &  
DNR Shore Fishery Leases

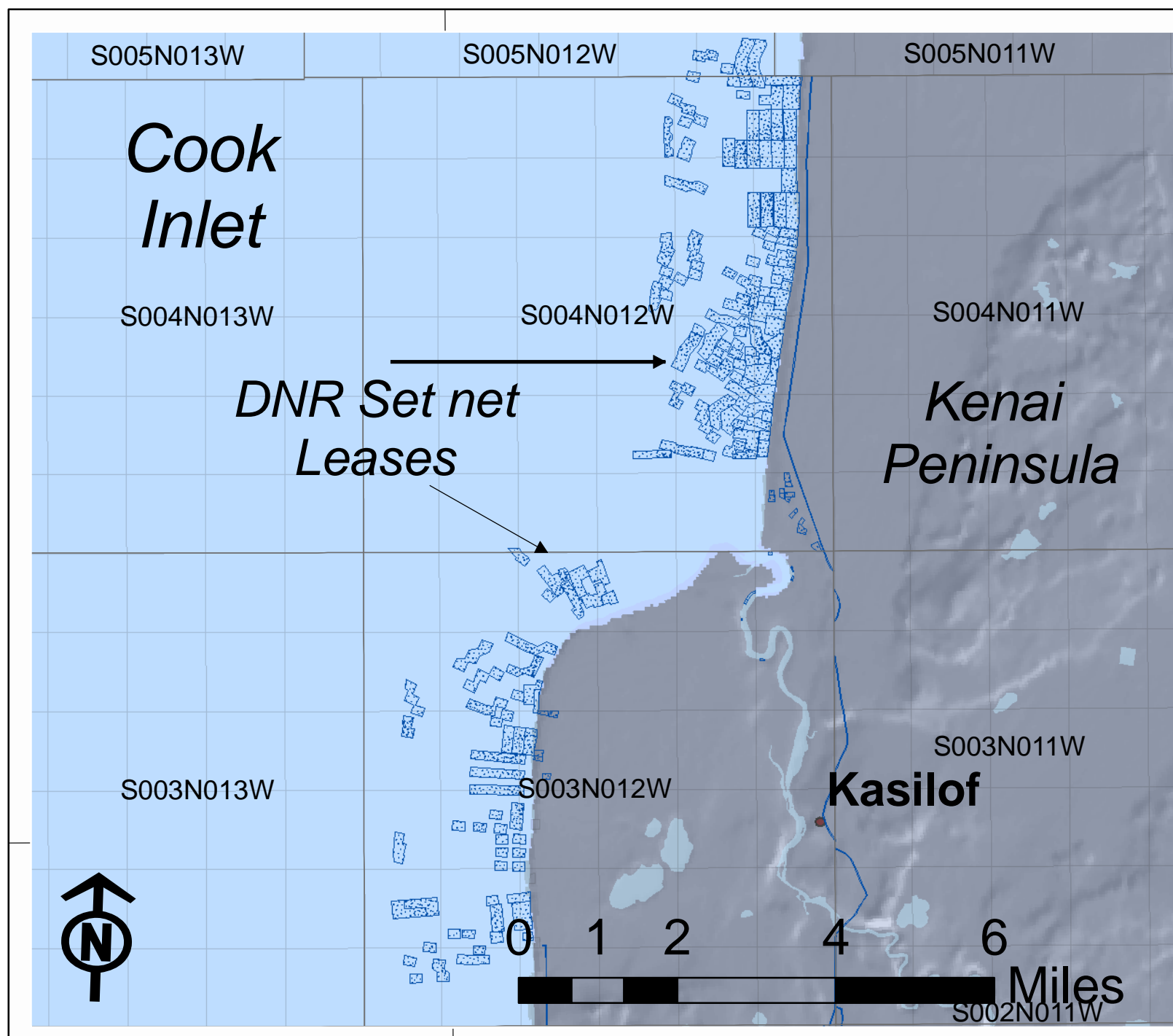
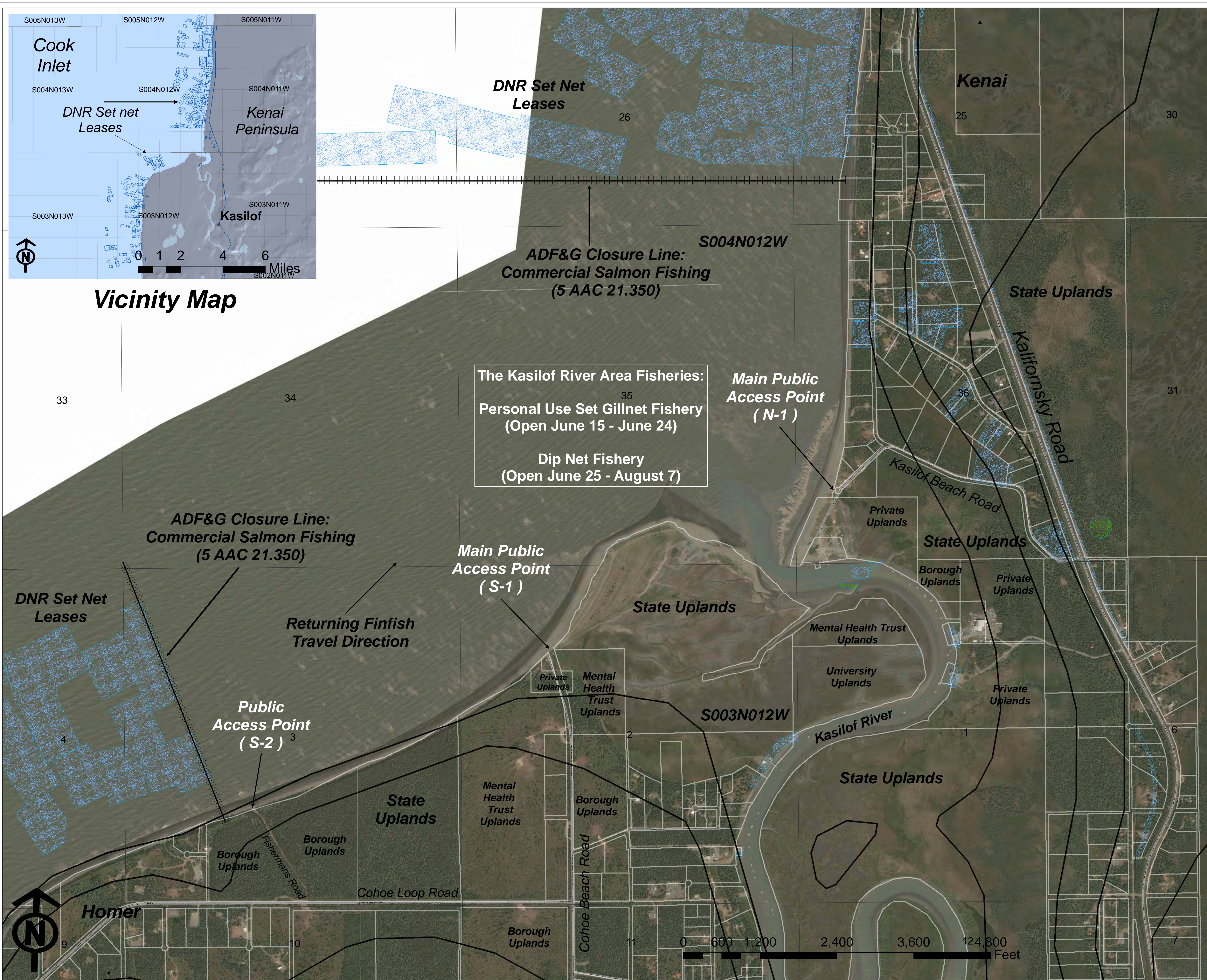
## General Land Status

-  DNR Issued Lease
-  DNR Issued Permit
-  Contours (23ft)

NOTE: State owned and managed tide and submerged lands extend three miles seaward of mean low tide. Map intended as a general guide.



Produced: April 2010  
DNR DMLW SCRO



Vicinity Map