

REQUEST FOR QUOTE PACKAGE



RETURN THIS BID TO THE ISSUING OFFICE:

LEGISLATIVE AFFAIRS AGENCY Procurement and Supply Section

Issuing Office Mailing Address: State Capitol, 120 4th Street, Room 3, Juneau, AK 99801-1182

Issuing Office Hand Delivery Address: Terry Miller Legislative Office Building, 129 6th Street, Room 222, Juneau, Alaska

RFQ NO. 656

ALASKA STATE CAPITOL COMPLEX SNOW REMOVAL SERVICES

SEALED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS OR MUST BE EMAILED TO JC.KESTEL@AKLEG.GOV BY 11:30 A.M. ALASKA TIME ON FRIDAY, AUGUST 19, 2022. FAXED PROPOSALS ARE NOT ALLOWED.

Bidders Are Not Required to Return this Request For Quote (RFQ) package with their Bid Submission Form in sec. 3.01 (RFQ BID SUBMISSION FORM)

Under AS 36.30.020, the Alaska Legislative Council adopted procurement procedures that were based on competitive principles consistent with AS 36.30 and adapted to the special needs of the Legislative Branch. Therefore, the Legislative Branch follows its own procurement procedures (Alaska Legislative Procurement Procedures) and is not subject to the procurement procedures of the Executive Branch. However, if the contract falls into an exemption under sec. 002 of the Alaska Legislative Procurement Procedures, the procedures will also not apply, unless and except as provided in this RFQ. Copies of the Alaska Legislative Procurement Procedures are available upon request or at: <https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=133739>.

IMPORTANT NOTICE: YOU MUST REGISTER WITH THE PROCUREMENT MANAGER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS, WHETHER YOU RECEIVED THIS REQUEST FOR QUOTE (RFQ) FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEBSITE, VIA THE MAIL, OR FROM ANOTHER SOURCE. FAILURE TO CONTACT THE PROCUREMENT MANAGER MAY RESULT IN THE REJECTION OF YOUR PROPOSAL. BIDDERS SHALL THOROUGHLY REVIEW ALL THE REQUIREMENTS OF THE RFQ WHEN SUBMITTING THEIR BIDS.

JC Kestel, Procurement Manager
PH: 907-465-6705
TDD: 907-465-4980
Email: JC.Kestel@AKLeg.gov

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SECTION ONE - NOTICES TO BIDDERS

1.01 RIGHT OF REJECTION

A Bid may be rejected if the bid contains a material alteration or erasure that is not initialed by the signer of the bid.

The Procurement Manager may waive minor informalities that:

- a) do not affect responsiveness;
- b) are merely a matter of form or format;
- c) do not change the relative standing of or otherwise prejudice other Bids;
- d) do not change the meaning or scope of the RFQ;
- e) are trivial, negligible, or immaterial in nature;
- f) do not reflect a material change in the work, services, or products requested; or
- g) do not constitute a substantial reservation against a requirement or provision.

1.02 PHOTOCOPIES

Photocopied bids may be submitted.

If the Bidder chooses to submit their bid through email, a scanned copy of the original signed document, submitted by email, is sufficient to meet the requirement of this section. However, at any time, the Procurement Manager may request that an Bidder provide the Procurement Manager with the original signed document. If requested by the Procurement Manager, the Bidder shall deliver the original signed document to the Procurement Manager within five (5) business days of the request. Failure to provide the Procurement Manager with an original signed document under this paragraph may result in an Bid being determined to be unresponsive or termination of a contract resulting from this RFQ.

1.03 ALASKA BUSINESS LICENSE AND LEGAL ENTITY

The Bidder must have a current, valid Alaska business license when the bid is submitted. The Bidder must include the business license number on the bid form in sec. 3.01 (RFQ BID SUBMISSION FORM) of this RFQ when the bid is submitted. If the Bidder is a corporation or a limited liability company, the business entity must be in good standing with the State of Alaska Department of Commerce, Community, and Economic Development at the time of bid submission. **For more information regarding an Alaska business license or legal entity's status, please contact the Division of Corporations, Business, and Professional Licensing in the Department of Commerce, Community, and Economic Development at (907) 465-2550 or visit: <https://www.commerce.alaska.gov/web/cbpl>.** If an Bidder fails to comply with this paragraph, the Legislative Affairs Agency (Agency) reserves the right to disregard the bid.

1.04 U.S. FUNDS

Prices quoted shall be in U.S. funds.

1.05 TAXES

All bids shall be submitted exclusive of federal, state, and municipal taxes.

1.06 CONTACTS / RFQ QUESTIONS / CONTACT PERSON

BIDDERS OR THEIR AGENTS MAY NOT CONTACT ANY MEMBER OF THE LEGISLATURE OR THEIR STAFF REGARDING THIS RFQ. All questions concerning this Request for Quote must be directed to the Procurement Manager of the Legislative Affairs Agency.

There are generally two types of questions:

- (1) A question which can be answered by directing the Bidder to the specific section of the Request for Quote where the information is found. Response to these questions may be given over the phone but are limited to directing the Bidder to a portion of the RFQ which can then be read by the Bidder.
- (2) A question that would require the Procurement Manager to clarify or interpret part of the Request for Quote or its intent. Response to this type of question will not be given except in writing via amendment to the RFQ, and Bidders must put these questions in writing; "writing" includes, but is not limited to, email; these questions should be received by the Procurement Manager at least eight (8) days prior to the deadline for receipt of Quotes.

The Procurement Manager is JC Kestel, Legislative Affairs Agency, State Capitol, 120 4th Street, Room 3, Juneau, Alaska. EMAIL: JC.Kestel@AKLeg.Gov, PH: 907-465-6705, TDD: 907-465-4980.

1.07 REVIEW OF RFQ

Bidders shall carefully review this RFQ, without delay, for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material must be made in writing and should be received by the Procurement Manager at least eight (8) days before the deadline for receipt of Quotes. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of an Bidder's upon which award could not be made.

1.08 PROTEST

If an Bidder wishes to protest a solicitation, the award of a contract, or the proposed award of a contract, the protest must be filed as required by secs. 230 and 240 of the Alaska Legislative Procurement Procedures.

1.09 QUOTE SUBMISSION, DELIVERY, AND ACCEPTANCE

An Bidder must submit and deliver its bid in one sealed package to the issuing office identified on Page 1 of this RFQ or may email its bid to the Procurement Manager at the email address shown on Page 1 of this RFQ, no later than the date and time listed on Page 1 of this RFQ as the deadline for receipt of Quotes. If mailed or hand delivered, the package must be marked on the outside to identify the RFQ and the Bidder. If emailed, the email must contain the RFQ number in the subject line of the email. Bidders must use the form in sec. 3.01 (RFQ BID SUBMISSION FORM) of this RFQ for submitting bids.

Only one (1) completed and signed copy of sec. 3.01 (RFQ BID SUBMISSION FORM) of this RFQ should be submitted in a sealed envelope or PDF document marked with the RFQ number on the outside of the envelope or with the RFQ number in the subject line of the email that the PDF quotation is sent in.

Emailed quotations must be submitted as an attachment in PDF format. The PDF document should be named in a format such as "Bidder A – Bid for RFQ 656.pdf" (Bidder A is the name of the Bidder).

Please note that the maximum size of a single email (including all text and attachments) that can be received by the Agency is 20 megabytes (mb). If the email containing the bid exceeds this size,

the bid must be sent in multiple emails that are each less than 20mb and each email must comply with the requirements described in the previous two paragraphs.

The Agency is not responsible for unreadable, corrupt, or missing attachments. It is the Bidder's responsibility to contact the issuing office through email or at (907) 465-6705 - Voice, (907) 465-4980 - TDD to confirm that the emailed bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

It is the responsibility of the Bidder to ensure that their bid and any Agency-issued RFQ amendments (signed by the Bidder) are in the issuing office of the Agency prior to the scheduled bid closing time. A bid will be rejected if the bid and any signed amendments are not received prior to the closing date and time.

1.10 DISCUSSIONS WITH BIDDERS

This paragraph is removed for purposes of this RFQ.

1.11 AMERICANS WITH DISABILITIES ACT

The Alaska State Legislature 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 JC Kestel, Procurement Manager, Legislative Affairs Agency, (907) 465-6705 - Voice, (907) 465-4980 - TDD within a reasonable time, as determined by the Agency, before the bids are due, to make any necessary arrangements.

1.12 PREFERENCE FOR ALASKA BIDDER

This paragraph is removed for purposes of this RFQ.

1.13 FUND OBLIGATIONS

The availability of funds to pay for the Agency's monetary obligations under the contract is contingent upon appropriation of funds for the particular fiscal year involved. In addition to any other right of the Agency under this contract to terminate the contract, if, in the judgment of the Executive Director of the Agency, sufficient funds are not appropriated, the contract will be terminated by the Executive Director or amended, without liability of the Agency for the termination or amendment. To terminate under this section, the Agency or Project Director shall provide written notice of the termination to the Successful Bidder.

1.14 CANCELLATION; REJECTION OF ALL BIDS; PREPARATION COSTS

This RFQ does not obligate the Agency or the Alaska Legislative Council to award a contract or to pay any costs incurred in the preparation of the bid if a contract is not awarded. This RFQ may be cancelled, or all bids rejected, as provided in sec. 120 of the Alaska Legislative Procurement Procedures. Among the reasons that justify cancellation is that all of the responsive bids exceed the funds available for the contract.

1.15 REJECTION OF INDIVIDUAL BIDS

A bid may be rejected in whole or in part when in the best interest of the Agency, as provided in sec. 130 of the Alaska Legislative Procurement Procedures.

1.16 PROCUREMENT PROCEDURES

If applicable, the Alaska Legislative Procurement Procedures may be found at: <https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=133739>.

1.17 ADDITIONAL TERMS AND CONDITIONS

The Agency reserves the right to include additional terms and conditions in the contract. However, these terms and conditions must be within the scope of the RFQ and may not amount to a material modification of this RFQ.

1.18 FORMAT OF CONTRACT

The contract entered into as a result of this RFQ will be in the contract format desired by the Agency and will include the provisions of the RFQ that apply to the contract.

1.19 CONTRACT NEGOTIATIONS

This paragraph is removed for purposes of this RFQ.

1.20 FAILURE TO NEGOTIATE

This paragraph is removed for purposes of this RFQ.

1.21 FIRM BID

For the purpose of award, bids made in accordance with this RFQ shall be good and firm for a period of ninety (90) days from the deadline for receipt of quotation in response to the RFQ.

1.22 AWARD OF CONTRACT

AWARD OF THIS RFQ MAY BE SUBJECT TO APPROVAL BY THE STATE OF ALASKA LEGISLATIVE COUNCIL.

1.23 AWARD CRITERIA

All Bidders should note that final award of a contract based on this RFQ is solely based on the price. The responsive and responsible Bidder with the lowest total bid price will be recommended for contract award.

1.24 NOTICE OF INTENT TO AWARD

Upon selection of an apparent Successful Bidder, the Procurement Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Bidders. The NIA will list the names and addresses of all Bidders and identify the bid selected for award.

1.25 CONTRACT AMENDMENTS

In addition to any other amendment the parties may be allowed to make under the contract, the terms of the contract entered into as a result of this RFQ may be amended by mutual agreement of the parties if the Agency determines that the amendment is in the best interests of the Agency.

1.26 CONTRACT ASSIGNMENT/TRANSFER

Assignment or transfer of the contract entered into as a result of this Request for Quotation may be subject to sec. 160 of the Alaska Legislative Procurement Procedures if they apply.

1.27 TERMINATION OF CONTRACT

Upon delivery of written notice to the Successful Bidder, the contract may be terminated by the Agency or Project Director with or without cause. To terminate, the Agency or Project Director shall provide notice by email or delivery of a hard copy to the Successful Bidder, whichever method is selected in the sole discretion of the Agency or Project Director. If this contract is so terminated and the termination is not based on a breach by the Successful Bidder, the Agency shall compensate the Successful Bidder for services and/or products provided under the terms of the contract up to the date the termination notice is delivered, provided the Successful Bidder provides the Agency with a statement in writing containing a description of the services and/or products

provided prior to contract termination and a copy of all documents, reports, material, and other items required to be delivered to the Project Director by this RFQ.

1.28 BINDING ON SUCCESSORS

The contract issued as a result of this RFQ and all the covenants, provisions, and conditions contained in the contract shall inure to the benefit of and be binding upon the successors and assigns of the Successful Bidder and the Agency.

1.29 BREACH OF CONTRACT

In case of a breach of the contract, for whatever reason, by the Contractor, the Agency may procure the services from other sources and hold the Contractor responsible for damages resulting from the breach.

1.30 APPLICABLE LAWS

The Successful Bidder and its Bid must comply with all applicable federal, state, and municipal labor, wage/hour, safety, and any other laws which have a bearing on the contract, and the Successful Bidder must have all licenses, registrations, permits, and certifications required by the Agency and state and municipal law for performance of the contract covered by this RFQ.

1.31 VENUE AND APPLICABLE LAW

In the event that the parties find it necessary to litigate the terms of the contract, the venue shall be the State of Alaska, First Judicial District at Juneau, and the contract shall be interpreted according to the laws of Alaska.

1.32 RECORDS; AUDIT

These requirements are in addition to any other records required by this RFQ. Unless the resulting contract will be primarily for products, the Contractor shall accurately maintain detailed daily records that state the date of the service, the start and finish times of the service for each day, and describe the service done during the day. For all types of contracts, the Contractor shall also keep any other records that are required by the Agency or Project Director. The records required by this paragraph are subject to inspection by the Agency or the Project Director at all reasonable times.

1.33 OWNERSHIP AND REUSE OF DOCUMENTS

Unless an RFQ is soliciting primarily for products, all documents, reports, material, and other items generated as a consequence of service done under this contract are the property of the Agency. To the extent the Bidder has any interest in the copyright for these items under the copyright laws of the United States, the Bidder transfers any and all interest the Bidder has in the copyright for these items to the Agency, and the Agency will be the owner of the copyright for these items. Upon completion of the service or termination of the contract, the items shall be delivered to the Project Director. Bidder acknowledges that all the items are Agency records and, as a result, are public records.

1.34 MATERIALS AND PROCESSES COVERED BY PATENTS, TRADEMARKS, OR COPYRIGHTS

If the Bidder employs any design, device, material, or process covered by a patent, trademark or copyright, the Bidder shall provide for the use by suitable legal agreement with the owner. The Bidder shall indemnify and save harmless the Legislature of the State of Alaska, the Agency and their officers, agents, and employees, and any affected third party from any and all claims for infringement by reason of the use of the patented design, device, material or process, or any trademark or copyright, and shall indemnify the Agency for any costs, expenses, and damages

which it may be obliged to pay by reason of any infringement at any time during the contract or after the completion of the contract.

1.35 INDEMNIFICATION

The Successful Bidder shall indemnify, save harmless, and defend the Agency and the Agency's officers, agents, and employees from liability of any nature or kind, including, but not limited to, costs, attorney fees, and expenses, for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property as a result of any error, omission, or negligence of the Successful Bidder that occurs on or about the Agency's premises or that relates to the Successful Bidder's performance of its contract obligations.

1.36 FORCE MAJEURE

The Successful Bidder is not liable for the consequences of any delay or failure to perform, or default in performing, any of its 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 Successful Bidder. For the purposes of this section, "Force Majeure" means: war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; drought; flood; earthquake; epidemic; quarantine; or strike.

1.37 INSURANCE

Without limiting the Successful Bidder's indemnification responsibilities under paragraph 1.36 (Indemnification) of these Scope of Service and Services of this RFQ, it is agreed that the Successful Bidder shall purchase at its own expense and maintain in force at all times during the contract the following insurance:

1. workers' compensation insurance as required by AS 23.30.045(d) for all employees engaged in work under the contract and as required by any other applicable law; the Successful Bidder will be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract; the coverage under this paragraph must include a waiver of subrogation against the State of Alaska;
2. comprehensive general liability insurance covering all business premises of, and operations by or on behalf of, the Successful Bidder in the performance of the contract, including, but not limited to, blanket contractual coverage, products coverage, premises and operations coverage, independent contractors coverage, broad form property damage endorsement, and personal injury endorsement; the policy must have minimum coverage limits of \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable; unless waived by the Agency, the insurance policy shall name the Agency as an additional insured;
3. commercial automobile liability insurance covering all vehicles used by the Successful Bidder or any subcontractor who directly or indirectly provides services under this contract in the performance of the contract, with minimum coverage limits of \$500,000 combined single limit per occurrence;

Certificates of Insurance must be furnished to the Procurement Manager before a contract is entered into. Each of the required insurance policies must provide for the Agency to receive a 30-

day prior notice of any cancellation. Where specific limits are shown above, it is understood that they are the minimum acceptable limits. If a policy contains higher limits, the Agency will be entitled to coverage to the extent of the higher limits. All insurance policies must comply with, and be issued by, insurers licensed to transact the business of insurance in Alaska or in another state.

All insurance shall be considered to be primary and non-contributory to any other insurance carried by the Agency through self-insurance or otherwise.

In addition to providing the above coverages, the Contractor shall require that all indemnities obtained from any subcontractors be extended to include the Agency as an additional named indemnitee. The Contractor shall further require that the Agency be named as an additional insured on all liability insurance policies maintained by all subcontractors under their contracts with the Contractor, and that an appropriate waiver of subrogation in favor of the Agency be obtained with respect to all other insurance policies.

1.38 TIME

Time is of the essence.

1.39 HUMAN TRAFFICKING

By the Bidder's signature on their Bid, the Bidder certifies that the Bidder is not headquartered in a country recognized as Tier 3 in the most recent U.S. Department of State's Trafficking in Persons Report.

In addition, if the Bidder conducts business in but is not headquartered in a country recognized as Tier 3 in the most recent U.S. Department of State's Trafficking in Persons Report, a certified copy of the Bidder's policy against human trafficking must be submitted to the Agency prior to contract award.

The most recent U.S. Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/reports/2021-trafficking-in-persons-report/>.

If an Bidder fails to comply with this sec. 1.39 (HUMAN TRAFFICKING), the Agency may, without liability, reject the Bidder's bid as non-responsive, cancel an intent to award to the Bidder, or cancel the resulting contract to the Bidder.

1.40 COVERAGE UNDER ETHICS LAW

Certain provisions of the Legislative Ethics Act (AS 24.60) apply to legislative consultants, legislative independent contractors, and their employees. It is the responsibility of the Contractor to review AS 24.60 and determine whether the Contractor is in compliance with AS 24.60.

1.41 SITE VISIT

All interested Contractors are encouraged to attend an in-person site visit of the Alaska State Capitol Complex (Capitol Complex) snow service areas with the Procurement Manager and Project Director. The Agency will provide a site visit of the Capitol Complex snow service areas for the purpose of planning and preparing the Bidder's Bid for this RFQ. The site visit will be limited to 30 minutes and all visitors will be required to follow current Capitol Complex policies while on site. Interested Contractors that wish to participate in the site visit, shall meet in Juneau, Alaska at the ground floor lobby of the State Capitol, 120 4th Street at 10:00 a.m., Alaska Time on August 8, 2022. The site visit is non-mandatory.

The Agency will not provide any information on what information was given or details that were discussed during the site visit to potential Bidders that do not attend the site visit. Participants should read the RFQ and come prepared to ask questions related to the service site.

Questions asked during the site visit will be answered in accordance with sec. 1.06 (CONTACTS / RFQ QUESTIONS / CONTACT PERSON). The Procurement Manager may request potential Bidders to submit questions in writing for further clarification.

Bidders with a disability needing accommodation should contact the Procurement Manager prior to the date set for the site visit so that reasonable accommodation can be made.

1.42 SCHEDULE OF EVENTS

This schedule represents the Agency's best estimate. If one component is delayed, the remainder of the schedule may be shifted an equivalent number of days.

RFQ Issue Date	July 29, 2022
Pre-bid Site-visit (sec. 1.41 SITE VISIT)	August 8, 2022
Deadline for Written Questions	August 11, 2022
Deadline for Receipt of Quotes – Bids Opened	August 19, 2022
Notice of Intent to Award Contract Issued (NIA)	August 19, 2022
Agency Signs Contract	September 30, 2022

SECTION TWO - RFQ SPECIFICATIONS

2.01 PURPOSE OF RFQ

The Legislative Affairs Agency (“Agency”) is soliciting bids from qualified Contractors (“Contractor”) to provide snow removal and related services for the Alaska State Capitol Complex parking lots (Alaska State Capitol).

2.02 SCOPE OF SERVICE

SNOW REMOVAL:

- A. The Successful Bidder shall remove accumulated snow and apply sand at the following locations:
 - 1) The upper parking lot of the State Capitol Building located directly behind the Capitol on corner of Main and 5th Streets;
 - 2) The Telephone Hill parking lot located behind the Court Plaza Building at the corner of West 3rd and Dixon Streets;
 - 3) The Terry Miller Legislative Office Building parking lot located on the corner of 5th and Seward Streets in front of the Terry Miller building;
 - 4) Starting from the corner of 5th and Seward Streets into the entrance of the Terry Miller building parking lot; and
 - 5) The driveway of the Assembly building parking garage entrance near the corner of Seward and 4th Streets.
- B. The Successful Bidder shall conduct snow removal and sanding services between the hours of 12:00 a.m. and 7:00 a.m. and shall complete removal of all snow and sanding services by 7:00 a.m. on any day that snow removal or sanding services is required. The Successful Bidder shall provide as needed and as requested snow removal and sanding services to the Agency for the locations listed above on a 24 hours a day, 7 days a week basis for additional snow removal and Sanding operations beyond the initial daily services that must be completed before 7:00 a.m. The Project Director will notify the Successful Bidder when additional as needed snow removal and sand services are desired.
- C. The Successful bidder may request exceptions to the required work times on a case-by-case basis. All requests for time exceptions shall be addressed to the Project Director.
- D. Snow must not be blown at the building, vehicles, or structures. Wind drifted snow of a depth of two (2) inches or more and snow placed by the state, city, or other plows at entrances shall be cleared at an hourly rate as set forth in this contract.
- E. Snow shall be removed to designated areas on-site or another dumpsite as designated and approved by the Project Director.

- F. Snow must not be moved or shoveled into planters or landscaped areas. All access areas and designated clearing areas, when completed, shall be reasonably free from snow, ice, and all types of refuse and debris.
- G. Contractor is responsible for repair/replacement of damages caused to the property caused by Contractor's equipment and/or employees of the Contractor. Included are the structure, sidewalks, landscaping, forms, curbing, cement parking bumpers, fencing, and chain and bollards.

SNOW AND ICE HAUL AWAY:

- A. Snow and ice haul away will occur on an as-requested basis at certain locations when requested by Project Director.
- B. The Contractor shall use a front-end loader and dump trucks to preform snow and ice haul away service.

DETAILED TASKS:

- A. The Contractor shall erect and maintain all safeguards necessary for providing the required safety and protection during operations. These safeguards will be removed daily unless approved to remain by the Project Director.
- B. The Contractor shall notify owners of adjacent properties and utilities when performance of the Service may affect them and shall cooperate with the owners of adjacent properties in the protection, removal, relocation, and replacement of their property.
- C. When directed by the Project Director, the Contractor shall dispose of the removed snow that is stored and stacked onsite to an offsite location and not on property owned or controlled by the Agency. The Contractor shall not dispose of removed snow in a manner which restricts access to or inhibits the function of owned or controlled Agency properties and utilities, or that of any adjacent properties and utilities owned or controlled by others.
- D. The Services shall be performed in a professional, skilled manner and must comply with the best practices of the trade.
- E. The Contractor shall begin billing for the service being provided at the time that service begins at the Alaska State Capitol. The Contractor shall not bill for equipment or personnel to travel to and from Alaska State Capitol service sites.
- F. The Contractor will be responsible for keeping detailed records for the services that are provided each day. These records shall include at a minimum the service type, start and stop times, and date of the service. These records shall be provided to the Project Director upon request.

MINIMUM EQUIPMENT REQUIREMENTS:

- A. The Contractor shall use commercial quality and size snowplow equipment, tools, machinery, and vehicles to perform the services required by this RFQ. The equipment specifications listed below are general equipment requirements for the services required in this RFQ, these equipment requirements may be adjusted by the Agency throughout the initial Contract term and any subsequent renewal terms as required.

- B. The Contractor shall use a snowplow with minimum width of nine (9) feet that is attached to a minimum one (1) ton vehicle that has all-wheel or four-wheel drive with snow and ice tires equipped. The Contractor may use snowplow equipment larger than the minimum size, however; the Contractor shall not bill at a higher rate if larger equipment is used for the service. The selected snowplow equipment must be able to stack plowed snow in designated areas.
- C. The Contractor shall use a front-end loader with a minimum two (2) cubic yard bucket capacity for haul-away service and as required by the Project Director. The Contractor may use front-end loader equipment larger than the minimum size; however, the Contractor shall not bill at a higher rate if larger equipment is used for the service.
- D. The Contractor shall use a dump truck with a minimum of ten (10) cubic yards payload capacity for haul-away service and as required by the Project Director. The Contractor may use dump truck equipment larger than the minimum size; however, the Contractor shall not bill at a higher rate if larger equipment is used for the services.
- E. Equipment used by Contractor must be in good working condition and capable of operating throughout the entire duration of the services being provided. The Agency will not compensate the Contractor for equipment downtime when the service is not being provided. All equipment must have all legally required licenses, permits, safety gear, lighting, and warning signals while in operation at the Alaska State Capitol.
- F. If there is a question about the equipment, the Project Director will make the final decision on whether equipment meets minimum requirements for the services.

2.03 MINIMUM QUALIFICATIONS

- A. The Contractor must have a minimum of three (3) years of experience in providing similar snow removal services to commercial properties in the Juneau, Alaska vicinity.
- B. The Contractor, Contractor's staff, and any Subcontractors must possess all legally required licenses, certificates, permits, and experience necessary to operate the vehicles, equipment, and tools, to provide the services required by this RFQ.

2.04 GENERAL TERMS AND CONDITIONS OF ENSUING CONTRACT

- A. Term: The length of the contract will be from the date that the Agency's Executive Director or her designee signs the contract, approximately September 30, 2022, through September 30 2025. The Agency will have five (5), one (1) year renewal options that can be exercised at the Agency's sole discretion and at any time during the initial term of the contract or during a renewal term of the contract. The Agency shall exercise its renewal option(s) under this section by giving the Successful Bidder written or email notice before the expiration of the term during which the option is exercised. If the contract is renewed and the Agency approves the renewal, all terms and conditions of the contract will remain the same.

At the Agency's sole discretion, prior to the termination of the initial one-year contract or prior to the expiration of one of the contract renewals, the Agency may provide notice to the Contractor informing the Contractor the Contract term will continue for a period of up to six (6) months on the same terms and conditions. After the six (6) months and after notice by the Agency, the contract term will continue as a month-to-month contract at the same rate (at one-twelfth of the annual rate) for the services, for a maximum of six (6) months for the month-to-

month continuation. All other terms and conditions specified by the contract will remain the same during the continuations provided under this paragraph.

- B. Prices: Prices shall remain firm through the first year of service. Each subsequent year, if requested by the Contractor at least (30) days prior to the expiration of each year, will have a three (3) percent increase. This increase is not automatic and must be approved by the project director.
- C. Minimum Charges: There are no minimum charges associated with any of the services required in this RFQ or the ensuing Contract. The Contractor shall only bill for actual rate of service based upon the actual hours the service was provided or the supplies provided. Contractor shall bill by the quarter hour for any chargeable service when a full hour of service is not provided.
- D. Project Director: The Project Director is Serge Lesh the Facilities Manager for the State Capitol. The Project Director's office is located at the Alaska State Capitol, Room 12, Juneau, Alaska.
- E. Invoices: Contractor will check invoices for accuracy before submitting. Invoices must include the service provided, time and date service provided, and rate of service at minimum. Invoices must be sent to Project Director for payment within thirty (30) days of completion of services. Payment will be made after delivery and acceptance of the services rendered by the Agency's Project Director and the Agency's Project Director has received an invoice from the Contractor.
- F. Coverage: Contractor shall perform the following services through the entire parking lot, including, but not limited to, access roads, corridors, and building access points.

A copy of the Alaska State Capitol parking lot service areas shall be provide to Bidders that register for this RFQ with the Procurement Manager.

2.05 ADDITIONAL SAFETY AND PROTECTION REQUIREMENTS

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and safety programs related to the Service. The Contractor shall take all necessary precautions for the safety of, and shall provide the protections necessary to prevent damage, injury, or loss to:
 - 1) all employees providing the Service and other persons and organizations who may be affected by the Services;
 - 2) other property located at the sites or on property adjacent to or near the service sites, including but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, guardrails, fences, and vehicles.
- B. All damage, injury, or loss to any property or person caused directly or indirectly, in whole or in part, by the Contractor or any subcontractor employed by the Contractor to perform any of the Services shall be remedied by the Contractor with no change in contract price, except for damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including, but not limited to, acts of God, of the public enemy, or governmental authorities.

- C. In addition to the provisions of sec. 1.35 (INDEMNIFICATION), the Contractor shall assume full responsibility for, and pay for any and all damage that results from the performance of Services by the Contractor including, but not limited to, damage to the parking lots including parking lot appurtenances; damage to real property within, adjacent to, or near the parking lots; damage to property located on the parking areas; and, damage to property located on real property adjacent to or near the parking lots. This requirement applies to damage of real or personal property that belongs to the Agency or to another person. Any damages must be repaired within sixty (60) days of occurrence of damage.

2.06 LOCATION OF SERVICES

The locations that the services are to be performed, completed, and managed is:

Alaska State Capitol upper parking lot

120 4TH Street

Juneau, Alaska

Terry Miller Legislative Office Building parking lot

Corner of Seward and 5th Streets

Juneau, Alaska

Telephone Hill parking lot

Corner of West 3rd and Dixon Streets

Juneau, Alaska

Assembly Building parking garage driveway

Near corner of Seward and 4th Streets

Juneau, Alaska

A copy of the Alaska State Capitol parking lot service areas for the various locations will be provide to Bidders that register with the Procurement Manager for this RFQ.

SECTION THREE – ATTACHMENTS

3.01 RFQ BID SUBMISSION FORM

RFQ Number: 656

RFQ Title and Description: Alaska State Capitol Snow Removal Services

BIDDER

Company: _____

Address: _____

City, State, Zip Code: _____

Telephone No.: _____ **Email address:** _____

Tax Identification No.: _____ **Alaska Business License No.:** _____

QUOTE FOR THE SERVICES REQUEST

The Bidder hereby provides the price(s) listed below in accordance with the RFQ as the Total Proposed Contract Prices for the services outlined in RFQ 656. Below represents a basis for each chargeable service that will be made a part of the resulting Contract. The representations in the categories below are for evaluation purposes and to establish the prices of each service performed by the Contractor throughout the Contract. The prices provided shall include all costs associated with administration, travel, supplies, equipment rentals, repairs, personnel, permits, and all other necessary tools, to complete the services as required in this RFQ.

Price of services listed in sec. 2.02 SCOPE OF SERVICE):

A. Snow Plowing:.....\$ _____ **Per Hour** times (x) 100 hours = \$ _____ +

B. Sanding (includes sand and application):.\$ _____ **Per Cubic Yard** times (x) 100 yards = \$ _____ +

C. Front-end Loader.....\$ _____ **Per Hour** times (x) 50 hours = \$ _____ +

D. Snow and Ice Haul Away (includes dump truck and disposal):.....\$ _____ **Per Load** =

E. Total of Proposed Contract Prices: (A + B + C + D = E)
(to be used for bid evaluation purposes)

Total of Proposed Contract Prices \$ _____

By signature on this Proposal Form, Bidders certify that they comply with the following: (a) the laws of the State of Alaska; (b) the applicable portion of the Federal Civil Rights Act of 1964; (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government; (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government; (e) all terms and conditions set out in this RFQ; (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; (g) that the Bids will remain open and valid for at least 90 days from date of submission of Bid to Agency; and (h) that programs, services, and activities provided to the general public under the resulting contract will conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government. If an Bidder fails to comply with (a) through (h) of this paragraph, the Agency reserves the right to disregard the proposal.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____ **DATE:** _____