REQUEST FOR BIDS

RFB DH15-015

Removal, Demolition and Disposal of
Impounded Vessels

Issued By: Carl Uchytil, P.E.
Port Director

Date: 3/12/2015
Removal, Demolition and Disposal of Impounded Vessels

SCOPE AND INTENT: The purpose of this bid is to establish a term contract to provide removal, demolition and disposal services of vessels which have been impounded by Juneau Docks and Harbor. The vessels will generally range in length between 20 feet to 38 feet and will be wood and/or other material in construction.

The bid will be for the complete removal, demolition and disposal services of an impounded vessel by the bidder. Removal by the contractor must be completed within five (5) working days of notice of an impounded vessel to be removed by the harbormaster.

DOCUMENTS: Request for Bid (RFB) documents may be obtained from the CBJ Port Director’s Office, 76 Egan Drive, Juneau, AK 99801, telephone (907) 586-0292, or on our website at www.juneau.org/harbors/proposed_regulations.php

QUESTIONS REGARDING THIS RFB: David Borg, CBJ Harbormaster, telephone (907) 586-5255, fax (907) 586-2507 is the sole point of contact for all issues pertaining to this RFB. No oral interpretations concerning the RFB will be made to any person. Requests for interpretation must be made in writing and delivered or sent by fax to CBJ Docks and Harbor at least four (4) days prior to submittal deadline.

DEADLINE FOR PROPOSALS: Sealed bids must be received by 2:00 p.m., Alaska Time on Thursday April 16th, or such later time as the Port Director may announce by addendum to plan holders at any time prior to the deadline. Late bids will not be accepted and will be returned, unopened. Bids will be opened at 2:15 p.m., Thursday April 16th, in CBJ Room 224, unless otherwise specified.

NOTE: Mailing/delivery times to Alaska may take longer than other areas of the United States (U.S.). Bid documents delivered in person or by courier service must be delivered to:

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

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

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

The CBJ Docks and Harbors phone number is (907) 586-0292 and fax number is (907) 586-0295. Bids must be placed inside a sealed envelope inside any mailing envelope. To submit your bid, print your company name and address on the upper left-hand corner of the inner sealed envelope. Also, print the RFB number on the inner sealed envelope.
Part “A”

INFORMATION TO BIDDERS
Information to Bidders

Examination of Bid Documents: Each bidder shall thoroughly examine and be familiar with all bid documents and any addenda to those documents. The submission of a bid shall constitute an acknowledgement 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 request for interpretation must be made in writing and received by 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 Docks & Harbors located at 76 Egan Drive, Juneau, Alaska 99801 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.

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

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

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Addenda: Please register with teena.scovill@juneau.org to receive addenda’s. Each Bidder shall acknowledge receipt of all addenda issued in the space provided in the bid document. Failure to acknowledge all addenda’s may result in the bid being rejected as non-responsive. It shall be the bidder’s responsibility to inquire about addenda’s issued.

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

Qualification of Bidders: Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. If requested by Docks & Harbors, the bidder shall submit resumes, documentation or information explaining, illustrating, or demonstrating the experience of the firm, its solvency, and key personnel assigned to this contract.

Specifications: Unless otherwise specified in the RFB, product brand names or model numbers specified in this RFB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such information, as requested, may be cause for rejection of the offer.

Bid Guaranty: When specified in the RFB, a bid guaranty must be submitted with the bid, or the bid will be considered non-responsive. The bid guaranty shall be in the form of a bid bond, certified or cashier’s check in the amount of at least 5 percent of the Total Bid price. The guaranty shall be made payable to 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-responsible 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 & Harbor, 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 & Harbor 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-responsible 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.

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

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

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

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

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

**Contract Extensions:** Unless otherwise specified in the RFB, Docks & Harbors and successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension.

**Default:** In case of default by the contractor, Docks & Harbor may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**Purchase Order & Award Documents:** The City’s purchase order and (if applicable) the Notice of Award, issued by 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, invoices must be mailed to Docks & Harbors, 155 S. Seward St., Juneau, AK 99801 or e-mail to teena.scovill@juneau.org.

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

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

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

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

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

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

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

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

Bidder’s Preferences: “Juneau Bidder” and “Bidders with Disabilities” preferences will be treated in accordance with provisions outlined in the City Purchasing Code 53.50.010 and 53.50.050. When specified in this RFB, a Juneau bidder will receive a 5% bidder preference if its bid is not more than five percent higher than the lowest responsive nonresident bidder. Bidders with disabilities will receive a 10% bidder preference if its bid is not more than ten percent higher than the lowest responsive non-disabled bidder. The Purchasing Code is available from the City Purchasing Division or online at www.juneau.org/law/code/purchasing.pdf. All appropriate certificates must accompany this RFB. Funding sources may prohibit bidder preferences. If you have any questions, contact Docks & Harbors.

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

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

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

Precedence: The terms and conditions of this section Part A, Information to Bidders, are standard to the City’s Docks & Harbors for the purchase of goods. Other specific terms and conditions may be provided in Removal, Demolition and Disposal of Impounded Vessels RFB DH15-015
Part “B”

SPECIFICATIONS
Specifications  
City & Borough of Juneau  
Docks & Harbors  
Bid No DH15-015  

F.O.B. Juneau  
Removal, Demolition and Disposal of Impounded Vessels  

SCOPE AND INTENT: The purpose of this bid is to establish a term contract to provide removal, demolition and disposal services of vessels which have been impounded by CBJ Docks and Harbors. The vessels will generally range in length between 20 feet to 38 feet and will be wood and/or other material in construction.

The bid will be for the complete removal, demolition and disposal services of an impounded vessel by the bidder. Removal by the contractor must be completed within five (5) working days of notice of an impounded vessel to be removed by the harbormaster.

REMOVAL: For the purposes of this contract, removal is defined as:

Physically removing the vessel intact from the Juneau Harbors to the location where the contractor will perform demolition. Such location shall not include public properties or tidelands.

DEMOLITION: The purpose of demolition is to render the vessel remnants acceptable for disposal at the Capital Disposal Landfill. For the purposes of this contract, demolition is defined as:

- Removal of fuel, batteries, oils and lubricants and other potential hazardous materials.
- Removal of fuel tanks, engines, transmissions and other significant metal objects.
- Crushing the balance of the vessel for transport to and disposal at the landfill.

DISPOSAL: For the purposes of this contract, disposal includes:

- Disposal of fuel, batteries, oils and lubricants and other potential hazardous materials and metals at the landfill according to landfill requirements.
- Disposal of crushed vessels at the landfill according to landfill requirements.

SALVAGE: Contractor shall have all salvage rights to the vessel after removal from the harbor.

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

CONTRACT PERIOD: The initial contract period will be from July 1, 2015 through June 30th, 2016 with the option to renew for five (5) additional one-year periods upon mutual agreement.

HOLDING OVER: Any holding over of the contract will be considered as a month-to-month extension.

CANCELLATION: Docks & Harbors reserves the right to cancel the contract in whole or in part, immediately, in the event of the Contractor’s failure to perform in accordance with the provision of the contract.
DOCKS & HARBORS CONTRACT COORDINATOR: Docks & Harbors contract coordinator is Dave Borg, Harbormaster or his designee. Mr. Borg can be contacted at (907) 586-5255.

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

PRICE: Contract prices on yearly extensions will be negotiated at the time of extension and CBJ Docks & Harbors reserves the right to reject the extension and re-bid the contract.

PAYMENT: The City will pay invoices within thirty (30) calendar days after receipt of invoices. Payments are usually processed within fourteen (14) calendar days after receipt of invoice. Payments will be made per unit bid price. Invoices are to be sent to Docks & Harbors, 155 South Seward Street Juneau, Alaska 99801.

CODE OF PERMITS: The Contractor must comply with all applicable federal/state/city laws, including safety and environmental laws which have a bearing on the contract and must have all licenses and permits required by the State and/or Municipality for performance of the contract.

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

INSURANCE:

1. Commercial General Liability Insurance: Such insurance shall cover all operations by, or on behalf of, the Contractor providing insurance for bodily injury and property damage liability, including coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The minimum limits of liability shall be:

   $1,000,000 each occurrence for General Liability and Products/Completed Operations
   $1,000,000 for Personal Injury/Advertising Liability
   $2,000,000 Aggregate for Products-Completed Operations
   $2,000,000 General Aggregate

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

2. Business Automobile Insurance: $1,000,000 per accident combined single limit covering owned, non-owned and hired automobiles.

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

JUNEAU BUSINESSES 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 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:** Docks & Harbors will be the sole point of contact for any and all issues pertaining to this procurement. No oral interpretations concerning this bid to any bidders as to meaning of the bid documents will be considered valid. Request for an interpretation must be made in writing to Docks & Harbors at 155 South Seward, Juneau, AK 99801 or sent by facsimile to (907) 586-0295 at **least four (4) days** before the time announced for the opening. Changes to the documents by Docks & Harbors will be in the form of an addendum to the bid, and when issued, will be sent as promptly as is practical to all parties to whom the bid has been issued. All such addenda shall become part of the bid. The following person is the specific point of contact at Docks & Harbors.

Dave Borg, Harbormaster  
Docks & Harbors  
City and Borough of Juneau,  
155 South Seward Street,  
Juneau, Alaska 99801  
(907) 586-5255  
FAX (907) 586-2507

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

**AWARD:** Award will be made to the lowest responsive, responsible bidder based on **TOTAL BID.**
<table>
<thead>
<tr>
<th>Size</th>
<th>Item</th>
<th>Requested Delivery</th>
<th>Unit Price (cost per Unit)</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 foot to 28 foot vessels</td>
<td>Removal, Demolition and Disposal of Vessel</td>
<td>Within five Working days upon notification</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>28 foot to 38 foot vessels</td>
<td>Removal, Demolition and Disposal of Vessel</td>
<td>Within five Working days upon notification</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>Weight Varies</td>
<td>Landfill Fees</td>
<td>As required</td>
<td>Pass-through fee to Harbor (no mark-up)</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Disposal of fuels and hazardous materials and metals</td>
<td>Landfill Fees</td>
<td>As required</td>
<td>Pass-through fee to Harbor (no mark-up)</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

Company Name: ___________________________ Date: ___________________________
BID AND SIGNATURE DOCUMENT

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

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

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

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

Certification of Non-Collusion

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

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

Bidder– Company Name

Authorized Signature Date

Printed Name Telephone

Address FAX

City State Zip Cooperative Purchasing □ Yes □ No

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

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

Alaska Business License No. Sic No. Date Issued

TO BE CONSIDERED, bids must include the following:
1. Signed bids and Signature Document (includes addenda receipt if any).
2. Bid Schedule Pages

The successful bidder will be required to submit:
1. Certificates of Insurance