#### **SUBMIT QUOTES TO:**

## MUNICIPALITY OF ANCHORAGE

PURCHASING DEPARTMENT PHONE (907) 343-4590 - FAX (907) 343-4595 Mailing Address
P.O. Box 196650
Anchorage, AK 99619-6650

Special Delivery Address 632 W. 6th Ave., Suite 520 Anchorage, AK 99501

#### REQUEST FOR QUOTATION NO. 2024QC002 THIS IS NOT AN ORDER

PLEASE QUOTE AT ONCE ON THE FOLLOWING

DATE OF REQUEST	REPLY MUST BE	RECEIVED PRIOR TO	TIME FOR COMPLETION OF WORK  As-Needed Service, one year term	
March 18, 2024	TIME <b>12:00 P.M.</b>	DATE: <b>April 2, 2024</b>	from date of award, with two one- year options.	
DESCRIPTION				

Furnish all labor, tools, materials, equipment, transportation and supervision necessary for

**As-Needed Utility Locate Services at the Port of Alaska,** in accordance with the attached scope of work/ specifications. Contractor will obtain all necessary permits and related inspections.

Quotes can be mailed or emailed. <u>Please email quotes to wwpur@muni.org with the quote number in the</u> subject line

#### ABSTRACTS FOR THE PROJECT ARE POSTED WHEN THE MOA GOES TO CONTRACT

PROJECT MAGNITUDE: UNDER \$50,000

An electronic (.pdf) copy of the Request for Quotation is available at Municipality of Anchorage, Purchasing Office's website; (<a href="http://purchasing.muni.org">http://purchasing.muni.org</a>). Should you choose to obtain a copy of the Request for Quotation from the website; it is your responsibility to periodically check the website for addenda.

#### Table of Contents:

- % Request for Quotation, 2 pages
- &" Bid Proposal 1 Page
- " Insurance, 3 pages
- (" Scope of Work, 2 pages
- ) " Certificate of Compliance, 1 page
- \* Supplementary Conditions, 5 pages
- +" Bid Bond 1 page
- , " Bidder's Checklist 1 page
- " Sample Contract 4 pages
- %" EEO Special Provisions 1 page
- 1% Laborer's & Mechanic Minimin Rates of Pay 1 page
- 12. Attachment A Map 1 page

Work under this project is subject to State of Alaska Wage & Hour Administration Pamphlet No. 600. Pamphlet No. 600 may be obtained at the following website: http://www.labor.state.ak.us/lss/pamp600.htm

- (1) Your quotation must be returned prior to the date and time indicated above.
- (2) Must be quoted on this form and be manually signed.
- (3) Municipality of Anchorage reserves the right to accept or reject bids.
- (4) Municipality's exempt from Federal Excise Tax.

LOCATION:	
VENDOR NAME:	MUNICIPALITY OF ANCHORAGE
VENDOR ADDRESS:	_
PAYMENT TERMS:	_
DATE OF QUOTE:	Jared Brunelle  Jared Brunelle / Senior Buyer
TELEPHONE NO:	Jared Brunelle / Senior Buyer
FAX NO:	907-343-4590
E-MAIL ADRESS:	
SIGNATURE:	

NOTE: MUST BE MANUALLY SIGNED ON THIS FORM

# MUNICIPALITY OF ANCHORAGE RFQ No. 2024QC002

Questions regarding this RFQ will be submitted in writing via email to <a href="www.www.uro.muni.org">www.www.uro.muni.org</a>. Written questions will be received no later than 12:00 P.M. Alaska Time, March 25, 2024. Questions will include the Buyer's name, the RFQ number and RFQ Title, on the subject line.

Contracts shall be awarded to the lowest responsive and responsible bidder; however, preference will be given to local bidders in compliance with Anchorage Municipal Code Section 7.20.040.

Contractor must furnish a Certificate of Insurance to the Municipality of Anchorage, Purchasing Department with its Quote, pursuant to the requirement set forth in Article 6.9, Section 10.06 MASS. In addition, (Reference Alaska Statute 8.18.071), the contractor shall provide a copy of their Alaska Contractor's License upon request.

#### THE MUNICIPALITY OF ANCHORAGE IS AN "EQUAL OPPORTUNITY EMPLOYER"

The attached provisions shall become part of any Purchase Order resulting from this Request for Quote.

Company Name:	
Federal Tax I.D. #:	
	(Social Security # if self-employed)
Alaska Contractor's License #	

ITEM	Term	WORK DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price
1	Initial 1-year Term	Utility Locate Services per attached Specifications	300	HR		
2	Option Year 1	Utility Locate Services per attached Specifications	300	HR		
3	Option Year 2	Utility Locate Service per attached Specifications	300	HR		
				Total Not-	to-Exceed Amou	nt \$
Note: Bidder to fill in all three lines to be considered responsive. The Municipality of Anchorage does not guarantee options years will be exercised.						
Contractor: Date:						
The bidder acknowledges receipt of the following addenda:						
Addenda	No, A	ddenda No, Addenda	No,	Addenda No		
Contracto	Contractor: Date:					

### **INSURANCE**

By submitting a bid, the bidder agrees, if they are the successful bidder, to obtain and maintain the insurance required by this section. The bidder also agrees to provide the Municipality a copy of their Certificate of Liability Insurance prior to signing the contract and prior to commencement of any work under this contract.

<u>GENERAL</u>: The Contractor will not allow any subcontractor to commence work until the subcontractor has obtained insurance as listed in this section. The contractor and each subcontractor shall maintain this insurance throughout the life of this contract, including any maintenance and/or guarantee/warranty period. The contractor shall obtain separate insurance certificates for each contract.

<u>ADDITIONAL INSURED</u>: The Municipality of Anchorage shall be listed as an additional insured on all General and Auto Liability policies required by this contract. All policies shall contain a waiver of subrogation against the Municipality, except Professional Liability. All policies shall remain in effect during the life of the contract. The Contractors insurance certificate shall also indicate the Municipality of Anchorage as a certificate holder of the policy.

<u>WORKERS COMPENSATION:</u> The Contractor shall purchase and maintain during the life of this contract, workers compensation insurance for all employees who will work on this project and, if any work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance. Employers' Liability with a minimum limit of \$500,000 shall be maintained and Workers Compensation with minimum limits as required by Alaska State Workers Compensation Statutes. The policy shall contain a waiver of subrogation against the Municipality.

NOTICE TO "OUT-OF-STATE" CONTRACTORS WORKING IN ALASKA: The Contractor shall provide evidence of Workers Compensation insurance, either State of Alaska Workers Compensation coverage or an endorsement to the Contractor's home state Workers Compensation policy, evidencing coverage for "other states" including Alaska, prior to execution of a contract or, if approved, before commencement of contract performance in Alaska.

<u>GENERAL LIABILITY:</u> The Contractor shall purchase and maintain, in force, during the life of this contract such general liability insurance as shall protect the Owner and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages which may arise from any operations under this contract whether such operations be those of the Contractor, a subcontractor or anyone directly or indirectly employed by either of them.

Commercial General Liability	Minimum Limits
Products/Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Medical Payments	\$5,000
Commercial Auto Liability	Minimum Limits
Combined single limit (Bodily Injury and Property	\$1,000,000
Damage)	
Including all owned, hired, and non-owned	
Workers Compensation and Employers Liability	Minimum Limits
Per Alaska statute	\$500,000
Errors and Omissions	Minimum Limits
Professional Liability	
(Not required unless limits appear in space provided)	
Umbrella Liability	Minimum Limits
(Not required unless limits appear in space provided)	
\$S.I.R.	

Each insurance policy required by this section shall require the insurer to give advance notice to the MOA/Contract Administrator prior to the cancellation of the policy. IF the insurer does not notify the MOA upon policy cancellation, it shall be the Contractor's responsibility to notify the MOA of such cancellation.

### **COMPLIANCE WITH LAWS**

The Contractor shall observe and abide by all applicable laws, regulations, ordinances and other rules of the State of Alaska and/or any political subdivisions thereof, or any other duly constituted public authority wherein work is done or services performed, and further agrees to indemnify and save the Municipality of Anchorage harmless from any and all liability or penalty which may be imposed or asserted by reason of the Contractor's failure or alleged failure to observe and abide thereby.

(Remainder of Page Initially left Blank)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) shall be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT PRODUCER NAME: PHONE (A/C, No, Ext): E-MAIL FAX (A/C, No): ADDRESS INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: INSURED INSURER B INSURER C INSURER D INSURER E INSURER F: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR TYPE OF INSURANCE LIMITS POLICYNUMBER GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED COMMERCIAL GENERAL LIABILITY PREMISES (Ea occurrence) CLAIMS-MADE \$ MED EXP (Any one person) PERSONAL & ADV INJURY \$ GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ PRO POLICY LOC \$ COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) BODILY INJURY (Per person) ANY AUTO SCHEDULE **BODILY INJURY (Per accident)** \$ OWNED AUTOS D AUTOS NON-OWNED PROPERTY DAMAGE \$ (Per accident) HIRED AUTOS \$ **UMBRELLALIAB** OCCUR **EACH OCCURRENCE EXCESS LIAB** CLAIMS-AGGREGATE \$ DED RETENTION\$ \$ WORKERS COMPENSATION WC STATU-TORY LIMITS OTH-FR AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT \$ ANY PROPRIETOR/PARTNER/EXECUTIVE N/A E.L. DISEASE - EA OFFICER/MEMBER EXCLUDED? E.L. DISEASE - POLICY LIMIT (Mandatory in NH) CRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) 1. The Municipality of Anchorage is an additional insured on Auto and General Liability policies. All policies, including workers compensation, contain a WAIVER OF SUBROGATION against the Municipality, except Professional Liability, . 2. CANCELLATION: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the Policy Provisions." **CERTIFICATE HOLDER CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized Representative

#### Port of Alaska (POA)

#### **Utility Locates**

#### INTRODUCTION

This is a Request for Quotations to provide utility locates as needed year-round for the Port of Alaska (POA) utilities. All contract work will be coordinated through the POA. POA will provide the utility locate requests and all available as-built record drawings that are applicable to area of request.

All work shall be in accordance with the Municipality of Anchorage Standard Specifications (MASS) 2015 and the Special Provisions.

All work under this contract shall comply with the latest edition of all applicable codes, ordinances, standards, and all associated addenda.

#### SCOPE OF WORK

The Contractor will provide utility locating services within POA property when requested to ensure identification of utility systems owned and maintained by POA. The utilities shall include, but are not limited to; water, sewer and storm drain systems, electrical and communication lines, heat trace, cathodic protection, petroleum, oil and lubricant lines, and gas lines. It may be necessary for the Contractor to coordinate locating services with utility companies to ensure complete and accurate location of utilities. The Contractor will possess a valid Alaska Business License and must be a current certified utility locator. Proof of these requirements will be provided at time of bid opening.

The Contractor will have one (1) to three (3) business days to complete the requested utility locate. Once the Contractor receives the locate ticket via email from POA, the work shall be completed and closed out in the 811 system by 5pm of the fourth business day from the day of request. If a locate cannot be completed for any reason, the Contractor shall report the situation to the POA immediately. Login information for the 811 system will be provided by the POA. The American Public Works Association's ("APWA") color codes shall be used to mark underground utility lines conducted by the contractor.

Should the Contractor fail to commence services within forty-eight (48) hours after issuance of a utility locate, fail to perform, refuse to perform services, fail to complete work orders within the time specified (without prior approval from POA) or otherwise not perform the services required under this contract cumulatively three (3) times during the course of the contract period, this contract may be terminated immediately for cause.

Equipment and tools used to perform utility locates must be furnished by the Contractor, shall be operated by the Contractor's forces, and must be in good operating conditions at all times. POA will not be billed for manpower or equipment for the period that equipment is broken down, under repair, or for time lost due to the Contractor's inability to provide fully operational

equipment, tools, and whatever else is required to perform utility locate tasks. The rates established in the Bid Proposal shall be based on the Contractor supplying all equipment, tools, materials, supplies, office supplies, and any other items needed to perform utility locate activities whether the Contractor owns all of it or must purchase, lease, rent, borrow, or otherwise obtain the necessary equipment and tools. Furthermore, the rates established in the Bid Proposal shall include ALL costs associated with use of such equipment, including, but not limited to, fuel, maintenance repairs, batteries, chargers, insurance, spray paint, overhead, etc. POA will not be held responsible for any loss of property or damage incurred to equipment and tools during or outside of performing utility locate tasks.

Invoices submitted for payment will show location of utility locate, utility located, and associated hours with work descriptions. Overtime will be considered as time over 40 hours per week and other than emergency response, must be authorized by POA; either by telephone, email, or verbal authorization prior to scheduling by Contractor.

Any property (private, business, POA, State, U.S. Government) which is damaged by the Contractor while performing utility locate tasks must be reported to POA within one hour of occurrence. Failure to report such damage within the timeframe specified will be rendered admittance of fault and Contractor will be liable for the restoration of damaged property. The Contractor shall provide a written detailed report within 24 hours of the incident to POA, fully describing the details of the incident. Failure to provide either the initial notification or the follow-up report within the times herein shall constitute admittance of fault and the Contractor shall be solely responsible for any and all damages. The Contractor will be responsible for immediate repair of the damaged property and shall hold the POA and the Municipality of Anchorage (MOA) harmless and defend any lawsuit brought as a result of such damage.

POA reserves the right to approve any and all individuals to perform work under this contract. Should POA not approve an individual, the Contractor shall provide additional personnel as may be necessary to meet the requirements of this contract at no additional cost to POA. All personnel are required to be certified in work zone safety training.

#### **CONTRACT LIMITATIONS**

The term of this contract shall be one year from the date of award with option to extend for two (2) additional one-year period, subject to appropriation, upon mutual consent of both parties. POA does not guarantee any minimum or maximum amount of work to be performed under this contract.

Rate increases will not be accepted for the initial term or for any option periods, if exercised.

#### **CERTIFICATE OF COMPLIANCE**

I (WE) HEREBY CERTIFY THAT ALL WORK HAS BEEN PERFORMED AND MATERIALS SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT FOR THE ABOVE WORK, AND THAT:

- A. Not less than the prevailing rates of wages as ascertained by the governing body of the contracting agency has been paid to laborers, workmen, and mechanics employed on this work:
- B. There have been no unauthorized substitutions of subcontractors' nor have any subcontractors been entered into without the names of the subcontractors have been submitted to engineer prior to the start of such subcontracted work;
- C. No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted to the engineer together with the names of all subcontractors;
- D. All claims for material and labor and other service performed in connection with these specifications have been paid.
- E. All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission, hospital associations and/or others have been paid. (Date) (Contractor) IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this day of 20 STATE OF ALASKA THIRD JUDICIAL DISTRICT THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared , known to me to be the individual named in the foregoing instrument, and he/she acknowledged to me that he/she executed the foregoing instrument as a free act and deed for the uses and purposes therein stated. WITNESS my hand an official seal this day and year in this certificate first above written.

Notary Public in and for Alaska

My commission expires:

# MUNICIPALITY OF ANCHORAGE Port of Alaska

#### **UTILITY LOCATE SERVICES**

# **SPECIAL PROVISIONS**

#### SECTION 10.02 BIDDING REQUIREMENTS AND CONDITIONS

## **Article 2.2 Interpretation or Correction of Bidding Documents**

Add the following to the end of this Section:

The Special Provisions supplement, modify, change, delete from or add to the General Provisions of Division 10 in the most current edition of the Municipality of Anchorage Standard Specifications (MASS). Where any Article, Paragraph, Subparagraph, or Clause is modified, or added by the Special Provisions, the unaltered provisions of the Article, Paragraph, Subparagraph, or Clause shall remain in effect. If the Special Provisions conflict any general condition, it shall supersede the conflicting item.

## **Article 4.10 Protection of Persons, Property and Environment**

Add the following:

Should the Contractor during the course of Work lose any materials or equipment in Cook Inlet, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions until they are removed. Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions may be removed by the Municipality, and the cost of such removal will be deducted from any money due to or become due the Contractor. Any damage caused by the Contractor's misplaced material shall be the sole responsibility of the Contractor.

#### Add the following:

Bidders are cautioned of the hazards to personnel and equipment working in Cook Inlet sediment. Cook Inlet has extreme tides, fast currents, and near freezing temperature. The sediment is cohesive and capable of trapping both personnel and equipment if appropriate preventative measures are not taken.

#### SECTION 10.05 CONTROL OF WORK

#### Article 5.2 Prosecution of the Work

Add the following:

The Port is open 24 hours a day, 7 days a week, 365 days a year.

The Contractor shall perform utility locate services in such a manner that does not conflict with the normal operations of the Port, based on vessel arrival schedules, berthing locations, and other requirements of cargo transfer.

The following are the primary shipping operations that the Contractor can expect to coordinate around.

#### a Matson

Matson transfers containerized cargo to and from their vessels at the Terminal No.2 berth using traveling gantry cranes. Extensive haul truck traffic is present throughout Terminal No.2 and on Trestles No. 1B and No. 2. Matson berths on Sundays, and Tuesdays.

## b. TOTE Maritime Alaska (TOTE)

TOTE transfers cargo to and from their vessels at the Terminal No.3 berth using ramps on the dock. Ramp locations and truck traffic occur at Trestles 3A, 3B and 3C. TOTE berths on Sundays and Tuesdays.

#### c. Cement Ships

Cement is delivered to the Port of Alaska via berth at the Petroleum Cement Terminal (PCT). There are 4 scheduled deliveries during the summer season. Each delivery will require the vessel to be berthed for at least 10 days, with extended time required if weather is too inclement (i.e. rain) to offload cement. Coordinate with the Port Operations & Maintenance Superintendent Ronnie Poole (907-343-6202) for tankers and cement ship schedules at PCT.

#### d. Fuel Tankers and Barges

Fuel is delivered to the Port of Alaska via berth at PCT, Petroleum Terminal (POL) No. 1 and POL No. 2. Each delivery will require the vessel to be berthed for at least 1 day and possibly longer. Coordinate with the Port Operations & Maintenance Superintendent Ronnie Poole (907-343-6202) for ship schedules at PCT, POL 1 & 2.

#### e. Cruise Ships

Cruise ships arrive and depart at the Terminal 1 berth adjacent to the administration building and use tour buses to bring customers on and off the Port. Coordinate with the Port Operations & Maintenance Superintendent Ronnie Poole (907-343-6202)

The Contractor shall be advised that additional vessel operators other than those listed above may also use the Port facilities at random times and for various periods of duration. A projected vessel berthing schedule is published weekly and is available at the Port of Alaska Administration website at <a href="https://www.portofalaska.com/port-schedules/">https://www.portofalaska.com/port-schedules/</a>.

Utility locate service requests may be required in the vicinity of active construction projects. Contractors shall coordinate work efforts to minimize interference between themselves and other Contractors and Port users.

The following construction projects are currently scheduled for the 2024-2025 season:

- Terminal 1 construction
- Fender Rehabilitation
- Roger Graves Road Reconstruction
- New Warm Storage building
- Security Checkpoint 1 Improvements
- Storm Drain System 1 Reconstruction project,
- North Extension Stabilization
- Annual Harbor Dredging project

The Terminal 1 project involves demolition and reconstruction of the dock. This will include demolition of the existing admin building beginning in 2024. This project will be active summer 2024-2028.

The Fender Rehabilitation project involves repairing selected fenders at the face of the dock. It will include pile driving and crane work.

Roger Graves Road project involves reconstruction the structural section of the road between Ocean Dock Rd to Terminal Road, as well as drainage improvements and utility relocations. This project is anticipated to begin in early summer 2024.

The new Warm Storage building project is located adjacent to Roger Graves road and will involve site improvements, utility extensions and erection of a new fabric or metal building that will store sand and small equipment. This project is anticipated to begin in summer 2024 for completion in fall 2024.

Security Checkpoint 1 Improvements include replacement of the Port's security entrance booth along Ocean Dock Road. This project also involves upgrading the booth's crash barriers, perimeter lighting, and signage.

The Storm Drain System 1 Reconstruction project will repair the piping and structures within the aging storm drain system, as well as replacing fin drains along the backside of the rail tracks. The Port also plans to upgrade Storm Drain systems 2 and 5, with design anticipated to begin in 2025.

The North Extension Stabilization second phase will occur in 2024, involving grout injection into the existing soil and reconstruction of sections of the shoreline with riprap and filter rock along the breakwater.

The Annual Harbor Dredging project will include dredge and material barges moving throughout the berth area along with survey and crew vessels transiting the area.

# Article 5.4 Non-Working Hours, Holidays, Saturdays and Sundays

Add the following before the first paragraph:

The Port of Alaska usual working hours for administrative staff are 8:00AM to 5:00PM, Monday through Friday, excluding MOA holidays. Contractor is not limited to this restriction.

#### **Article 5.22 Time for Completion of Work**

Add the following paragraph:

The term of this contract shall be one year from the date of award with option to extend for two additional one (1) year periods, subject to appropriation, upon mutual consent of both parties. Port of Alaska (POA) does not guarantee any minimum or maximum amount of work to be performed under this contract.

Add the following new article:

#### **Article 5.34 Port Security Requirements**

The Transportation Workers Identification Credential (TWIC) program is a federally mandated program requiring a background check and issuance of a tamper-resistant "smart card" to all personnel who need unescorted access to Secure Areas of Maritime Transportation Security Act (MTSA) regulated facilities. The Port of Alaska is an MTSA regulated facility and has Secure, Restricted, and Common Access Areas.

The Port of Alaska does not supply credentialed escorts; therefore, organizations doing business at the Port must have credentialed employees.

The minimum allowable escort ratio in a Secure Area is one (1) TWIC holder escort per ten (10) Non-TWIC holders. There are also Restricted Areas within the Port of Alaska. In general, Restricted Areas at the Port of Alaska are bulk fuel facilities and fuel distribution networks (i.e. tank farms, valve yards, POL berth facilities, etc.). Dock areas around any berthed vessel are also Restricted Areas and are signed as such when vessels are present. In Restricted Areas, the minimum allowable ratio is (1) TWIC holder escort per five (5) Non-TWIC holders. There are also Common access areas at the Port of Alaska. All the buildings on the Port, and all the roads leading to the buildings; have been designated Common Access Areas. Transit Yards A,B,C, and South Transit have been Common Access areas. Common Access Areas do not need TWIC escort.

Cost and additional information can be found at the following website:

#### https://www.tsa.gov/for-industry/twic

In addition to the TWIC requirements, all personnel, whether part-time, full-time, temporary, or permanent will be required to attend a one hour Security Awareness Training seminar. Personnel attending this training will be issued a POA Proximity Access Control Card and will register all vehicles requiring Port access with POA Security. Seminars are held at the POA Security Building twice weekly: Tuesdays at 2:00 PM and Fridays at 9:00 AM. Call (907) 343-6223, a minimum of 24 hours in advance of the seminar, to confirm space availability.

There shall be deducted from the final payment any sums withheld pursuant to Article 7.5 - Payment of Claimants.

## **Article 7.7 Correction of Work After Final Payment**

Neither the final payment nor any progress payment shall relieve the Contractor of his responsibility for paying all costs resulting from defects in materials or workmanship supplied under the terms of this contract, and for correction of those defects, for a period of one (1) year following the Final Acceptance Date. The Owner shall give notice of observed defects with reasonable promptness. The Contractor shall initiate corrective action within five (5) days after written notification from the Owner, or the Owner will make other provisions to complete the Work, and all costs shall be paid by the Contractor.

**END OF SECTION** 

# **BID BOND**

KNOW ALL MEN BY THESE PRESENT	ΓS, That we,
as Principal, and	
a corporation organized ur	nder the laws of the
and a	authorized to transact surety business in the
State of Alaska, of	
as Surety, and held and firmly bound un	to the MUNICIPALITY OF ANCHORAGE, as
Obligee, in the full and just sum of	
(\$	) Dollars,
	or the payment of which sum, well and truly to
be made, we bind ourselves, our heirs, $\epsilon$	executors, administrators, successors and
assigns, jointly and severally, firmly by th	nese presents. WHEREAS, the said Principal is
herewith submitting its proposal for	
The condition of this obligation is such the	nat if the aforesaid Principal will, within the time
required enter into a formal contract and	d give a good and sufficient bond to secure the
performance of the terms and conditions	s of the contract, then this Obligation to be void;
	ay unto the Obligee the amount stated above.
, ,	,
Signed, sealed, and delivered	, 20
WITNESS AS TO PRINCIPAL:	
	Contractor Name
	Contractor Signature
	Sommatter Signature
(AFFIX CORPORATE SEAL)	Corporate Surety
	Corporate Curety
	<del></del>
	Surety Business Address
(AFFIX SURETY SEAL)	Ву
	(Attorney-In-Fact)

ITB: 2024QC002

#### **BIDDER'S CHECKLIST**

# **INSTRUCTION TO BIDDER**

#### I. GENERAL:

Bidders are advised that notwithstanding any instructions or implications elsewhere in this Request for Quotation, only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid time, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet shall be justification for rendering the bid nonresponsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

# II. REQUIRED DOCUMENTS FOR BID

NOTE: "Only the following listed items as marked with an "X" are required to be completely filled out and submitted with the bid."

X Request for Quote Document (RFQ) consisting of 2 pages. RFQ page 1 must be manually signed.

X Bid Proposal consisting of one (1) pages.

X Erasures or other changes made to the Bid Proposal Sheet must be initialed by the person signing the bid.

X Bid Bond, certified check, cashier's check, money order or cash shall be submitted with the bid in the amount indicated.

X All Addenda issued shall be acknowledged in the space provided on the Bid Proposal sheet or by manually signing the Addenda sheet and submitting it prior to the bid opening in accordance with Anchorage Municipal Code 7.20.020C.

X Certificate of Insurance (COI) MUST be submitted with the bid.

X A copy of your Business License MUST be submitted with bid.

X A copy of your SAM report (If available) should be submitted with bid.

# CONTRACT

	Invitation to Bid No. <b>2024C</b>	
	Contract No. <b>C-2024</b>	
NAME AND ADDRESS OF CONTRACTOR:	Check appropriate box:	
	☑ Incorporated in the State of	
MUNICIPALITY OF ANCHORAGE, acting through	(hereinafter the Owne	r).
Contract for		
BID SCHEDULES ITEMS	PLAN SHEET AMOUNT FILE NUMBERS	
	\$	
	Total Amount : \$	

THIS CONTRACT, entered into by the MUNICIPALITY OF ANCHORAGE, ALASKA, acting through the Owner named above, and the individual, partnership, or corporation named above, hereinafter called the Contractor, WITNESSETH that the parties hereto do mutually agree as follows:

Statement of Work: The Contractor shall furnish all labor, equipment and materials and perform the Work above described, for the amount stated, in strict accordance with the Contract Documents.

# **CONTRACT DOCUMENTS**

I.	This CONTRACT consisting of 4 pages.
II.	The Bid Proposal Section consisting of pages numbered as, <b>as contained in ITB 2024C</b>
III.	The Contract Performance and Payment Bond
IV.	The Contractor's Certificate of Insurance Dated
V.	Municipality of Anchorage Standard Specifications dated 2015 (MASS) Incorporated by Reference, as contained in ITB 2024C
VI.	Specifications consisting of the following:
	Supplemental Provisions Section consisting of pages, with attachments Exhibit A
	through F, as contained in ITB 2024C
VII.	Equal Opportunity Special Provisions and Forms Section consisting of pages, as contained in ITB 2024C
VIII	.Disadvantaged/Women-Owned Business Enterprise (DBE/WBE) Specification Section consisting of pages, as contained in ITB 2024C
IX.	The Laborers' and Mechanics' Minimum Rates of Pay dated September 1, 2015 Section consisting of pages, as contained in ITB 2024C
Χ.	Submittal List Section consisting of page, as contained in ITB 2024C
XI.	The Drawings consisting of sheets numbered, as contained in ITB

IN WITNE entered be	ESS WHEREOF, the parties hereto have extelow.	ecuted t	this Contract as of the Contract Date
MUNICIPA	ALITY OF ANCHORAGE, ALASKA VEN	IDOR _	·····
BYSig	gnature	BY _ Si	ignature
<u>Pu</u> Titl	urchasing Officer or designee tle	Ti	rinted Name tle ate of Signature
Da <sup>·</sup>	ate of Signature and Contract Date:		ate of eignature

# CONTRACT AND PERFORMANCE AND PAYMENT BOND SIGNATURE INSTRUCTIONS

- 1. The full name and business of the Contractor shall be inserted on Page 1 of the Contract and on the Performance and Payment Bond, hereinafter the Bond.
- 2. Two copies of the Contract and the Bond shall be manually signed by the Contractor. If the Contractor is a partnership or joint venture, all partners or joint ventures shall sign the Contract and the Bond except that one partner or one joint venturer may sign for the partnership or joint venture when all other partners or joint venturers have executed a Power-of-Attorney authorizing one partner or joint venturer to sign. The Power-of-Attorney shall accompany the executed contract and the Bond.
- 3. If the Contractor is a corporation, the President of the corporation shall execute the Contract and the Bond unless a Power-of-Attorney or corporate resolution shall accompany the executed Contract and Bond.
- 4. The Bond shall be returned to the Purchasing Division undated. The Contract Date shall be inserted on the Contract when the Municipality signs the Contract and the Bond shall be dated the same as the Contract Date.



# EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS

# CONTRACT COMPLIANCE SPECIFICATIONS

Every municipal contract shall include language substantially the same as the following: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contract will comply with all laws concerning the prohibition of discrimination including, but not limited to, Title 5 and Title 7 of the Anchorage Municipal Code.

Every municipal contract shall state, in all solicitations or advertisements for employees to work under the contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability.

# Laborers' & Mechanic' Minimum Rates of Pay

Title 36. Public Contracts AS 36.05 & AS 36.10 Wage & Hour Administration Pamphlet No. 600 (Pamphlet 600) is hereby incorporated in its entirety. Pamphlet 600 is available for free download at <a href="http://labor.state.ak.us/lss/pamp600.htm">http://labor.state.ak.us/lss/pamp600.htm</a>.

# Attachment A

