

The Alaska Black Caucus (ABC)

**605 Barrow Street
Anchorage, AK 99501**

REQUEST FOR PROPOSAL

SNOW REMOVAL SERVICES

GENERAL SPECIFICATIONS

The following is a Request for Proposal (RFP) for those parties interested in engaging in a contractual agreement with the Alaska Black Caucus to provide the scope of services as listed herein:

The Proposing party, hereinafter referred to as the CONTRACTOR or PROPOSER.
The requesting party is **The Alaska Black Caucus (ABC)**, hereinafter referred to as the CUSTOMER.

This proposal defines the scope of work, services to be performed by the Contractor, and the limitations of the obligations and responsibilities of the involved parties to each other.

- **Location of Property:** 605 Barrow Street, Anchorage, AK 99501
- **Name of Property:** The Alaska Black Caucus' 'Equity Center Building'.

Response Period for this Request for Proposal

The publicized dates for this proposal shall be from Sunday, December 19, 2021, 8:00am to Monday, December 27, 2021, 6:00pm, AST.

Proposers shall submit their completed proposals to the Alaska Black Caucus, as follows:

- (1). Mail proposal to the ABC postal mailing address, as listed herein
- (2). Proposals Emailed to the ABC should be addressed as listed herein
- (3). Hand-carry or deliver proposal to the ABC Equity Center, as instructed below.

Please note, mailed in proposals must be received at the ABC postal box no later than Monday, December 27, 2021.

Hand delivered proposals can be delivered to the **ABC Equity Center Building** on Monday, December 27, 2021 between the hours of 12:00pm and 6:00pm, AST, or call **(360) 259-0072** to arrange possible *earlier* delivery time during this week.

Proposers should follow-up with a phone call or email message to Facility Manager to ensure receipt of their Emailed proposals by ABC.

The selection and notification of successful proposer shall be made by Wednesday, December 29, 2021.

In order for your proposal to be considered as eligible for review, you must provide/submit the following information, documents at the time the proposal is submitted, received by The Alaska Black Caucus:

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CONTRACTOR'S CONTACT NAME: _____

CONTRACTOR'S ADDRESS: _____

CONTRACTOR'S PHONE #: (____) _____ | CONTRACTOR'S FAX #: (____) _____

CONTRACTOR'S E-MAIL: _____ | CONTRACTOR'S AFTER HOURS #: (____) _____

CONTRACTOR'S TAXPAYER ID #: _____ | CONTRACTOR'S BUSINESS LICENSE # _____

CONTRACTOR'S START DATE: _____ 2021 | CONTRACTOR'S END DATE: _____ 2022

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- ***Proof of Insurance coverage, liability, etc;***
 - ***Name, contact information of at least three (3) business references, customers that you believe are qualified to speak about your quality of work, job performance.***
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Contractor represents that a visit has been made to the referenced site, facility, in order to evaluate and to become familiar with the local conditions.

Contractor must provide the name, contact person and phone number of at least **3 references** that are qualified to speak about Contractor's quality of work, job performance.

Contractor agrees to perform all work needed for the maintenance of the grounds and property as set forth hereunder in this Agreement/Contract.

Contractor agrees to comply with all applicable federal, state and local governmental laws, regulations, codes and ordinances.

Contractor shall be an independent contractor, and all person's working under the directions of the Contractor shall be employees of the Contractor and not the Customer. Contractor will provide Contractor's own employees, equipment, and supplies necessary to complete the duties or services described herein.

Contractor shall direct the work to be performed using the Contractor's best skills and experience and shall be responsible for the use of all legally acceptable means, methods, techniques, and procedures needed to perform the job(s), as required, and listed herein.

Contractor agrees that in the event of **snow falls measuring two (2) inches or more**, in Anchorage, as determined by the official report of the National Weather Service, that between the hours of **12AM and 5AM, Seven (7) days per week**, all snow shall be plowed away from the facility and pushed to the designated snow storage area(s). No snow shall be piled up and/or stacked around light posts, or onto islands or landscaping.

Contractor warrants that all materials used in the performance of this work will be new, unless otherwise approved by the Customer and that all work will be of good quality, free from faults and defects and adhering to applicable standards and maintenance quality.

Contractor agrees to shovel and remove the snow from in front of all of the doors and entrances at the facility and to shovel a path from the main entrance/exit door(s) to the sidewalk when the accumulated snowfall is 2 inches or more. Contractor further agrees that all 'slush' will be plowed at once so as to lessen the possibility of ice ruts forming in the referenced area. Snow shoveling and maintenance shall include the full length of the building's sidewalk area, located on the West or primary side of the facility.

Contractor shall supply and either manually or mechanically spread sand, and/or other 'standard' or safety approved, ice destabilizing materials or substances, (such as 'Ice Melt', Rock Salt, calcium chloride, etc) on or by all of the doors and the walkways of the facility. This activity shall also include the clearing of snow and ice from all drive lanes, fire lanes, parking areas and sidewalks at or adjacent to the facility.

Contractor agrees that during the warmer weather period, the '**Spring Sweeping**' of the parking lot will be conducted when the snow has melted, and while the parking lot is cleared of vehicles and/or other equipment, obstructions and agrees that any trash or debris found in the parking area will be picked up and disposed of properly.

Contractor agrees that when or if snow begins to fall with heavy and rapid accumulations shortly before or during business hours, Contractor will begin plowing the snow from the parking lot area using the fastest, most feasible method(s) possible. In some cases, this could mean 'windowing' or temporary locating snow at islands or light posts. Contractor agrees that under the above-described circumstances, the temporary stacking of snow onto islands may be necessary, depending upon snowfall accumulation and time limitations. It is requested, and Contractor agrees, that the snow will then be removed from such places as soon as it is conditionally possible to do so, or upon the direct request of the Customer.

Contractor agrees that 'drifts', or plowed snow, shall not be created in front of dumpster, enclosures, fire lanes, emergency exits, on sidewalks, or blocking walkways or entrances to/from the facility. Contractor agrees to remove any, all Contractor-created drifts at no additional cost to Customer. Contractor also agrees that failure to remove said drifts from in front of the fire lanes and dumpster enclosures obligates Contractor to pay any expenses incurred by Customer for the Customer's removal of said drifts for safety and/or emergency reasons.

Customer agrees that snow sliding down from the facility's roof and/or snow that is moved to the contracted plowing, cleaning area by others, and, that then require the services of the Contractor to move or remove from the premises, will necessitate an additional charge by the Contractor for the cost, expense of performing this work. In such instances, Contractor agrees that Customer shall be charged at a 'market' rate, listed herein or at a rate, mutually agreed to by the parties.

Contractor agrees that in the event of a 'winter storm' condition arising in the referenced community, impacting the facility, the Contractor's visits will be made to the Customer's premises, at least once during each 24-hour time period. Accordingly, Contractor agrees to provide this necessary maintenance and plowing service in order to keep the Customer's main drive open and free of snow and ice build-up, and, in order to facilitate the need for vehicles at the facility to safely exit from the parking area onto the main roadway. Accordingly, Contractor agrees to complete this clean-up process, in its entirety, when the winter storm subsides or weather abates.

Contractor agrees that if, for some unexpected or unforeseen reason, the Customer's entire Property cannot be accessed, and completely plowed within four (4) hours after the snow or ice situation has stopped or abated, that Contractor will contact and inform either the Customer's property or facility manager or other Customer designated personnel of this situation.

Contractor shall be responsible for any damage(s) to the Customer's Property caused by Contractor's snow removal operations including, but not limited to, buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving, miscellaneous equipment or other property damaged by Contractor in connection with the operations of this activity. Contractor agrees

that if the Customer's property is damaged by the Contractor, said property will be repaired or replaced as soon as possible, and at no additional cost to the Customer and, on the acceptance and suitability of the repairs agreed to by the Customer.

Customer agrees that Contractor will not be responsible for any slips or falls of persons not directly attributable to Contractor's neglect, fault or cause.

Contractor agrees to provide the Customer's property, facility manager with a current 'after business hours' or emergency contact telephone number.

Customer agrees that any 'call outs' or non-scheduled calls made to Contractor for any kind of unlisted, undescribed work will be subject to an additional cost or charge for this service(s), if performed.

Contractor agrees that in order to receive payment for work done or invoiced, Contractor must complete and attach to the invoice, a Snow Control Sheet or document for each plow/salting activity listing the scope of work performed during the visit to the facility.

Term: The term of this Agreement starts on the Commencement Date set forth herein and, unless sooner terminated, ends on the Termination Date set forth herein. Customer/Owner shall have the right, in its sole discretion, to terminate this Agreement on five (5) days' prior written notice to Contractor, and Contractor shall be paid for its Services to the effective date of termination. If the Property is sold or conveyed to a new owner, Customer/Owner may either assign this Agreement or terminate it without any penalty, fee, cost or payment.

Payment: Contractor shall submit a "time and materials" monthly invoice to Customer at the address set forth herein, for the amounts properly due under this Agreement. Subject to the conditions for payment and limitations on liability set forth herein, Customer shall pay Contractor, but only from funds of Owner held by Customer, within thirty (30) days after Customer's receipt of an invoice. Invoices shall include a detailed, itemized statement of all charges for which payment is sought, specifying for each date services were rendered, the amount of materials used and the unit price charged therefor, and the start and stop times for each piece of snow removal equipment used and its applicable hourly rate.

Contractor agrees that if Customer contests any invoice or portion thereof, the contested part of the invoice shall not be due and payable until the dispute has been resolved.

INSURANCE REQUIREMENTS

During the term of this Snow Removal Contract, the Contractor shall comply with all of the insurance provisions set forth below. The insurance specified below shall be maintained by Contractor, at its expense, and certificates thereof shall be presented to **Customer** in form and content satisfactory to **Customer**, prior to commencement of the Services. The insurance is as follows:

- a. Worker's Compensation- in accordance with the laws and requirements of the State of Alaska.
- b. Employer's liability insurance in an amount of not less than **\$1,000,000.00**;
- c. Comprehensive general liability on an occurrence form for (i) bodily injury and (ii) property damage with limits of at least \$1,000,000.00 combined single limit each occurrence, including but not limited to comprehensive form, premises – blanket contractual coverage(including coverage for the indemnity provided under this Agreement), broad form property damage, independent vendors, personal injury (employee exclusion deleted).
- d. Comprehensive Automobile Liability, comprehensive form covering owned, hired and non-owned vehicles with limits of at least \$1,000,000.00 combined single limit each occurrence.
- e. Excess liability (umbrella) insurance with limits-of at least \$2,000,000.00.
- f. Endorsements adding the following parties as additional insureds: the Owner/Customer (The Alaska Black Caucus), and their respective partners, members, managers, directors, officers, employees, agents and representatives.
thirty (30) days' prior written notice of cancellation to the Owner and the Customer.

Certificate of Insurance: Contractor shall deliver to Customer or Customer's representative, a certificate of insurance evidencing that all such coverages are in full force and effect before starting to perform Services, and if Contractor's insurance shall expire or terminate before the Termination Date, Contractor shall deliver a new certificate of insurance to the Customer evidencing the new policies of insurance not less than ten (10) days before the new policies are scheduled to go into effect.

Indemnification.

Contractor assumes the entire responsibility and liability for, and agrees to pay, indemnify, defend and hold harmless Customer, Owner, Agent, and their respective principals, agents, affiliates, stockholders, directors, partners, members, officers, managers, employees, trustees and beneficiaries (collectively, the "Indemnified Parties") from and against any loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to or death of any person or on account of damage to property (including, but not limited to, damage to buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping,

paving or striping of the Property or equipment used in connection therewith), including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the Services by Contractor, its agents, employees, subcontractors or any one for whose acts Contractor may be liable with respect to the Services. Contractor, for itself and its agents, employees and subcontractors, and any party claiming through any of them, also waives all right of recovery, claim, action or cause of action against the Indemnified Parties for any matters described in the preceding sentence. This indemnity shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by contract or by any federal or state law.

Default and Remedies. If Contractor fails to perform the Services as required by this Agreement or otherwise defaults under this Agreement, Agent, on behalf of Customer, Owner, may, in its sole discretion and in addition to any other rights at law or in equity, (1) send notice of the default to Contractor and demand strict performance of the terms of this Agreement; (2) cancel this Agreement by notice to Contractor; or (3) cure the default, without notice to Contractor, and deduct the cost to cure and any direct and consequential damages from any payment due to Contractor at the time of default or coming due thereafter; provided, if no further payments are due to Contractor, then Contractor shall, immediately on presentation of Agent’s invoice, reimburse Agent or Owner for the cost of curing Contractor’s default and such direct or consequential damages

Owner and Agent shall have no liability or other obligation for any of the insurance, endorsements or other protection required hereunder, including premiums and other charges. The insurance provisions specified herein shall be applicable to any contractors and/or sub-contractors retained by Contractor, and Contractor shall require that such insurance be maintained by all of its contractors and/or sub-contractors. All insurance maintained by Contractor shall provide for a waiver of any right of subrogation of the insurers against the Customer/Agent.

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December 19, 2021

Attn: Proposers to the ABC Snow Removal RFP, until further notice, please use the following information if you have questions related to this RFP:

- The primary ABC contact person for this RFP shall be **Leroy Williams, Board Member, Acting Facility Manager**
- The primary contact phone number for this RFP shall be **(360) 259-0072**
- The primary email address for submitting your RFP shall be: **abcequitycenter@gmail.com**