

**REQUEST FOR PROPOSALS**

**ON-CALL DIVING SERVICES**

The City and Borough of Sitka will receive sealed proposals no later than **2:00:00 p.m. local time, Thursday, June 24, 2021** at the office of Harbormaster, 617 Katlian Street, Sitka, Alaska 99835.

Questions can be directed to Brandon Calhoun, at (907)747-4013 or [Brandon.calhoun@cityofsitka.org](mailto:Brandon.calhoun@cityofsitka.org)

RFP documents can be downloaded from the web [www.cityofsitka.com](http://www.cityofsitka.com) (click on the Bids & RFPs link).

The City and Borough of Sitka reserves the right to reject any and all bids and to waive informalities.

CITY AND BOROUGH OF SITKA

  
\_\_\_\_\_  
By: Stan Eliason  
Harbormaster

**REQUEST FOR PROPOSAL (RFP)**  
by  
**THE CITY AND BOROUGH OF SITKA, ALASKA**  
for  
**ON-CALL DIVING SERVICES**

**A. Overview**

The City and Borough of Sitka (CBS) is soliciting on-call contractor to support the CBS with routine underwater maintenance. Contractors are required to supply their own equipment. We are securing a listing of contractors qualified to do diving that could be hired at a pre-determined rate to work in conjunction with CBS staff. The rate is to include the full cost of doing the work, to include but not limited to all costs, expenses, overheads, profits and other payments, fuel, oil, water, equipment repairs and equipment maintenance. The intent of this RFP is to use contractors to perform routine diving in the Harbors but CBS reserves the right to use this list for other purposes.

A priority-ranked list of contractors with associated rates will be kept on file, and contractors shall be called on an “as-needed” basis based on the priority ranking. Rates provided will remain in effect from receipt of your insurance and information to **June 30, 2024**. Mobilization and demobilization of equipment to the work site will be incidental to the quoted operated rate and no separate payment will be made for trailers or haul vehicles.

The priority ranking will be based on contractor rates, history of performance, resumes, and availability. CBS reserves the right to re-order the priority ranking after each service “call out.”

All “call outs,” instructions, supervision and payments shall be coordinated by the CBS Harbormaster or his designee. Contractor must answer the phone call made to the phone numbers provided on this form. If the Contractor does not answer, CBS will call the next contractor on the priority list.

**B. Contract and Insurance**

Contractor(s) will be required to execute an Agreement (on a time and material basis with a total amount Not To Exceed (NTE) **\$25,000** per fiscal year within ten (10) days from the date when Notice of Award is delivered to the Bidder. Notice of Award shall be accompanied by the necessary Agreement. The Owner within ten (10) days of receipt of the Agreement signed by the party to whom the Contract is awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement.

The additional documents specifically incorporated into the agreement by reference and which form the contract documents are:

- A. Request for Proposal by the City and Borough of Sitka for On-Call Diving Services, dated June 10, 2021.

- B. The Contractor's Proposal, dated \_\_\_\_\_, 2021.
- C. Any and all later modifications, change orders and written interpretations of the Contract Documents issued by the Owner and agreed to by Contractor.

Before the execution of the Contract, the Contractor shall obtain all insurance required under this section. The Contractor shall maintain insurance throughout the life of this Contract.

Proof of the required insurance shall be provided to the CBS in the form of a Certificate of Insurance, showing the type and the amounts of insurance, the policy number, expiration date, and signed by an authorized representative of the insurance company. Each Certificate of Insurance shall state that the policy or policies have been endorsed whereby the insurance company will provide not less than thirty (30) days written notice to the CBS of any material change, cancellation, or non-renewal of the insurance policies. **All insurance policies required under this Article shall name the CBS as an additional insured for the purposes of the Project and shall contain a waiver of subrogation against the CBS.**

Contractors shall submit the following certificates of insurance:

1.	Worker's Compensation	Minimum Limits
	Employer's Liability and Workers' Compensation as required by Alaska State Workers' Compensation Statutes.	Statutory
	U.S. Longshoremen & Harbor Workers (USL&H) Compensation	Statutory
	Jones Act (if applicable)	\$1,000,000
2.	Comprehensive General Liability including coverage for Diving, or Equivalent	Minimum Limits
	Single Limit	\$1,000,000
	General Aggregate	\$2,000,000
3.	Comprehensive Automobile Liability	Minimum Limits
	Including all owned, hired and non-owned vehicles	\$2,000,000

**C. Payment**

Invoices that include detailed time worked shall be submitted to the City and Borough of Sitka, 100 Lincoln Street, Sitka AK 99835. Send invoice to the attention of the CBS Harbormaster or the designee that supervised the work.

**D. Submissions and Inquiries**

CBS encourages disadvantaged, minority, and women-owned contractors to respond.

Submit one (1) copy of your proposal in a sealed envelope to:

City and Borough of Sitka  
Harbormaster  
617 Katlian Street  
Sitka, Alaska 99835

Proposals will be received until **2:00:00 p.m. local time Thursday, June 24, 2021.**

Any questions regarding this project should be directed to Brandon Calhoun, at [brandon.calhoun@cityofsitka.org](mailto:brandon.calhoun@cityofsitka.org), or (907) 747-4013.

**E. Required Information**

Contractor Name:

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Address:

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E-mail address:

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State of Alaska Business License #, classification & limitation:

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Contact persons:

(1) \_\_\_\_\_ Phone number: \_\_\_\_\_

(2) \_\_\_\_\_ Phone number: \_\_\_\_\_

After hours, weekends and holidays:

(1) \_\_\_\_\_ Phone number: \_\_\_\_\_

(2) \_\_\_\_\_ Phone number: \_\_\_\_\_

List and describe 5 projects completed for the City and Borough of Sitka within the last 5 years. Include scope, approximate budget and a contact person. If you haven't completed 5 projects for CBS, other projects within the City are acceptable.

Provide resumes for the contact persons provided above, as well as other employees you'd like us to consider.

By signing this proposal, you are confirming that you are an authorized representative of this company and will honor the prices provided in this proposal.

Contractor name: \_\_\_\_\_

Your name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby acknowledge receipt of the following Addenda:

Addendum No.	_____	Initials	_____
Addendum No.	_____	Initials	_____
Addendum No.	_____	Initials	_____

**CITY AND BOROUGH OF SITKA**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR  
ON-CALL DIVING SERVICES**

This Agreement is executed by the parties, Owner and Contractor as described below:

OWNER: CITY AND BOROUGH OF SITKA  
100 LINCOLN STREET  
SITKA, ALASKA 99835

CONTRACTOR:

The Owner and Contractor agree to the following terms and conditions concerning On-Call Diving Services, as set forth below.

**TIME OF COMMENCEMENT AND COMPLETION**

The on-call work shall commence upon receipt of the Notice to Proceed and end at the end of the day **June 30, 2024**.

**ENUMERATION OF CONTRACT DOCUMENTS**

The additional documents specifically incorporated into the agreement by reference and which form the contract documents are:

- A. Request for Proposal by the City and Borough of Sitka for On-Call Diving Services, dated June 10, 2021.
- B. The Contractor's Proposal, dated \_\_\_\_\_.
- C. Any and all later modifications, change orders and written interpretations of the Contract Documents issued by the Owner and agreed to by Contractor.

**RESPONSIBILITY OF CONTRACTOR**

At all times during Contractor's performance of services under this Contract, Contractor shall possess and exercise the level of competence, knowledge and skill presently maintained by other practicing members of the profession in good standing in the same or similar localities.

Divers and support personnel must be certified by Professional Association of Diving Instructor (PADI), or approved equal, for the level of work to be performed.

## PAYMENT

Compensation will be paid on a time and material basis at the rates identified in the Contractor's bid proposal signed and dated \_\_\_\_\_ (X pages, attached), subject to Contractor's satisfactory performance, in a total amount Not to Exceed (NTE) **\$25,000.00** per fiscal year unless called for emergency call out. The same rates noted above will also be used for emergency call outs when required.

Contractor shall **not** begin any phase of the work without verbal authorization by Owner.

Contractor shall present an invoice(s) to Owner's authorized representative. Such invoice(s) shall describe the work for which it seeks payment and shall document expenses and fees. Additionally, copies of timesheets, material receipts, and the number of hours of run time on each piece of equipment shall be submitted to the satisfaction of Owner's authorized representative.

Owner shall make payment on invoices within 30 days of the invoices' receipt and approval by Owner's authorized representative.

## NOTICES

All legal notices relating to this contract, including changes of address, shall be mailed to the Owner and Contractor at the following addresses:

OWNER

City and Borough of Sitka  
Harbormaster  
617 Katlian Street  
Sitka, AK 99835

CONTRACTOR

## INSURANCE AND INDEMNIFICATION

Before the execution of the Contract, the Contractor shall obtain all insurance required under this section; and he/she shall not allow any Subcontractor to commence work until the Subcontractor also has obtained similar insurance applicable to his work. The Contractor shall maintain insurance throughout the life of this Contract including the warranty, guarantee and maintenance period.

Proof of the required insurance shall be provided to the CBS in the form of a Certificate of Insurance, showing the type and the amounts of insurance, the policy number, expiration date and signed by an authorized representative of the insurance company. Each Certificate of Insurance shall state that the policy or policies have been endorsed whereby the insurance company will provide not less than thirty (30) days written notice to the CBS of any material change, cancellation, or non-renewal of the insurance policies. ***All insurance policies required under this Article shall name the CBS as an***

**additional insured for the purposes of the Project and shall contain a waiver of subrogation against the CBS.**

The Contractor, its principals, partner, employees, agents, representatives, heirs or assigns, hereby agrees to protect, defend, save harmless and indemnify the CBS, its officials, employees and authorized representatives or its successors against any loss, cost, damage, suits, expense, judgment or liability of any kind whatsoever from or by reason or on account of, as a result of work or activities or any nature whatsoever arising directly or indirectly under this Contract including any claims for injury to person or property or death to the parties or to employees of the Contractor or its principals or of the CBS.

The Contractor shall provide the following types of insurance:

- |    |  |                |
|----|--|----------------|
| 1. | Worker's Compensation  | Minimum Limits |
|    | Employer's Liability and Workers' Compensation as required by Alaska State Workers' Compensation Statutes. | Statutory      |
| 2. | Comprehensive General Liability including coverage for Diving, or Equivalent                               | Minimum Limits |
|    | Single Limit   | \$1,000,000    |
|    | General Aggregate  | \$2,000,000    |
| 3. | Comprehensive Automobile Liability   | Minimum Limits |
|    | Including all owned, hired and non-owned vehicles  | \$1,000,000    |

No provision in the contract documents lessens, alters, or makes inapplicable the requirements for insurance and indemnification stated in City and Borough of Sitka Standard Specifications, Division 10, Article 6.18. In the event of conflict between the above-referenced articles and any other contract provision(s), the requirements set out in the above-referenced articles control.

I personally guarantee that I will keep current all my business and personal accounts with the City and Borough of Sitka (i.e. utilities, harbor billings, taxes, etc.) as long as this contract is in effect. If I default on the promise set out in the previous sentence, the City and Borough of Sitka may withhold payment on this contract and/or garnish a portion of this payment to bring current my outstanding balance(s) with the City and Borough of Sitka.

### **JURISDICTION: CHOICE OF LAW**

This contract shall be governed by the laws of the State of Alaska, and any lawsuit brought



thereon shall be filed and prosecuted only in Sitka, Alaska in the courts of the State of Alaska.

**NONDISCRIMINATION**

Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Contractor shall post, in conspicuous places, available to employees and applicants for employment, a notices setting out the provisions of this paragraph.

Contractor shall state, in all solicitations or advertisements for employees to work on jobs relating to this Contract, that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

**IN WITNESS WHEREOF**, the Parties have executed this Contract on the date shown below, and by their signatures, confirm they are authorized to sign this Contract.

**CITY AND BOROUGH OF SITKA**

**Contractor**

\_\_\_\_\_  
**Stan Eliason**  
Harbormaster

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date