



City of Gustavus
PO Box 1
Gustavus, Alaska 99826
Phone: (907) 697-2451

CITY OF GUSTAVUS

REQUEST FOR PROPOSALS

RFP FY25-01 COG

MANAGEMENT AND IMPLEMENTATION OF ROAD MAINTENANCE PROGRAM FOR THE CITY OF GUSTAVUS

Opening Date: May 10, 2024

Time: 4:00pm AKDT

Location: Gustavus City Hall

PLEASE PROVIDE YOUR PROPOSAL to furnish the services listed for the assumption of the management and execution of the Road Maintenance Program as described below.

DELIVER PROPOSALS TO:

City of Gustavus
Gustavus City Hall
PO Box 1
Gustavus, Alaska 99826

THIS IS NOT AN ORDER

PROPOSALS MUST BE RECEIVED BY THE DATE AND TIME SHOWN ABOVE.

REQUEST FOR PROPOSALS - RFP FY25-01COG

1. REQUEST FOR PROPOSAL (RFP)

The City of Gustavus (City) invites you to respond to this Request for Proposal (RFP). The focus of the RFP is to select a single organization (Vendor) to manage and execute the Road Maintenance Program for the City of Gustavus.

2. INTRODUCTION TO CITY OF GUSTAVUS

Gustavus, Alaska, gateway to Glacier Bay National Park, is located on the north side of Icy Strait and is situated on a large, flat, glacial outwash plain. The economy is based on government, tourism, commercial fishing, construction, education, and health services. The population was estimated at 655 in the most recent Population Determination by the State of Alaska and is thinly spread over 23 square miles. Gustavus is not connected to the State road system but does have a large jet-capable airport about a half hour flight from Juneau. Alaska Marine Highway ferry service commenced in November 2010 and provides year-round service generally two times per week.

The City of Gustavus was incorporated on April 1, 2004, as a Second-Class City. The seven-member volunteer City Council, one of whom is chosen as Mayor, governs the City. The City provides the following services: Fire/EMS, road maintenance, solid waste disposal, a second-hand store, small boat harbor and dock floats, recreational parks, and a library. Seven residents are employed by the City year-round, with additional part-time staff and many volunteers providing additional support. Law enforcement is provided by the Alaska State Troopers or by National Park Rangers within the boundaries of Glacier Bay National Park.

The City of Gustavus maintains almost 23 miles of gravel roads plus parking areas for city buildings, the beach park, trail heads, and the boat harbor.

3. PROJECT OVERVIEW

The City of Gustavus wishes to adopt a new maintenance model to make City road maintenance more efficient and cost effective by transferring road maintenance decision making to the contractor and achieving more favorable road maintenance pricing through a longer-term contract. The contractor would be delegated authority to make decisions about maintenance needs and priorities while working within a function budget. Transferring authority to the contractor is intended to reduce the need for city staff to plan, direct and oversee routine road maintenance activities, freeing these resources for other City priorities. A longer-term contract is intended to improve the contractor's operational efficiency, enabling the City to realize more value for its maintenance budget. This model provides the contractor with a longer commitment of consistent work, allows the contractor longer-term planning of its operations, and allows the contractor to amortize fixed costs over a longer period.

4. SERVICE REQUIREMENTS

The contractor is responsible for administering and implementing the routine road maintenance function for the City of Gustavus, under the general direction of the City Administrator, and within the budget allocations of the City for the

function. The contractor's work will include meeting as needed with the City Administrator to coordinate and prioritize work, inspecting roads regularly, determining maintenance needs, scheduling work, and completing the Work. The contractor is responsible for acquiring and maintaining, fueling, and operating equipment needed to maintain city roads. The basic service of the contract is routine maintenance and repairs for City gravel roads and City facility parking areas and work pads. Tasks include grading, road and embankment repairs, gravel additions (either reclaimed from roadside or ditch areas and/or excavated and delivered from City gravel pit), brushing, clearing fallen or obstructing trees, snow plowing, sanding, ditch cleaning, road berm removal, road sign installation and maintenance, culvert maintenance, bridge maintenance and construction surveying. Work tasks are to be assessed, prioritized, and executed by the contractor under its delegated authority. The contractor will also conduct minor road construction and improvement projects such as new ditch construction, culvert installation, small roadway improvements at the discretion and authority of city staff acting on project specific plans and quotes. Larger projects such as major road construction, multiple culvert installations, and bridge repairs or construction may be subject to broader contract solicitation. The contractor is expected to prioritize City work to the extent that the City budget allows but may augment its work with other customers as its schedule allows. Routine maintenance will be performed under the City operating budget for Road Maintenance. Special projects may be funded through council approved appropriations via the City's capital account.

5. CONTRACTOR OVERSIGHT BY CITY

The contractor's work will be monitored by the City Administrator to assure roads are being maintained in accordance with the City's expectations described in the contract. The City Administrator or representative will meet occasionally with the contractor to help align priorities or consider/plan road improvements. The City Administrator will relay maintenance needs as observed by city staff or reported by the public to the contractor for action. The City Administrator or representative will occasionally inspect roads or visit work sites to monitor work effectiveness. The City Administrator, Mayor, or designee will also approve invoices from the contractor.

6. CONTRACT TERM

The preferable term of the contract proposal is three years—commencing July 1, 2024, and ending June 30, 2027. The contract may be extended for an additional three years, or one year at a time, if agreeable to both parties.

Respondents may also provide a response for a 2-year contract commencing July 1, 2024, and ending June 30, 2026, with a 2-year extension or 2 one-year extensions at a time if agreeable to both parties.

7. SELECTION CRITERIA

Pursuant to Title 4, Section 4.17.150 Professional services contracts, of the City of Gustavus Code of Ordinances, the selection of professional assistance shall be based on competence, skill, and experience, and specifically the considerations listed below. The council shall not award a contract to an individual, a partnership, or a corporation that is not registered, not qualified, based on the

following criteria, or not authorized under Alaska Statutes. Selection considerations will include the following:

- General contractor license
- Insurance and bonding qualifications
- Successful experience performing road maintenance and heavy civil construction
- Local preference
- Resources and equipment available or committed to be available
- Hourly equipment and service rates and unit prices offered for specific tasks (rates to be compared to rates the city has paid in the past or those in effect in similar cities in the region)
- Means and methods of performing the service (i.e., the proposer's rationale for prioritizing road maintenance)
- Minimum contract amount for covering fixed costs
- Local office, equipment garages and maintenance facilities
- Availability of service (Year-round service is a minimum requirement)
- Contractor staff, employees, to be available and assigned to the work
- Any limitations or exclusions from the service that may affect quality and quantity of road services.

8. RESPONSE CONTENTS AND FORMAT

Please complete all sections of the RFP. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFP will serve as the basis for the consideration of your potential as a contractor.

9. PROPOSAL FORMAT

Please use the following as a guideline to format your proposal:

a. Length

- Maximum proposal length including title page, cover letter, proposal, qualifications, and budget should not exceed 10 pages.

b. Title Page

The Title Page must not be more than one page in length and must include the following:

- your company name
- your company address
- telephone number
- fax number
- e-mail address and primary contact person

c. Cover Letter

The cover letter must not be more than one page in length and must be signed by the person or persons authorized to sign on behalf of the company.

d. Proposal

The Proposal must not be more than ten pages in length. Discuss your proposed solution(s), including the features, benefits, and uniqueness of your solution(s). You should also touch on your ability to deliver the project in a

timely manner. Specifically, provide the following information:

- Describe how you propose to manage and deliver road maintenance services for Gustavus.
- Describe equipment you will have available to do the work.
- Describe availability of services year round
- Describe your maintenance service team.
- Describe any third-party providers that may provide services under the agreement.
- Describe any limitations to the service you propose—what will you not do or cannot do?

e. Qualifications

A list of Qualifications must not be more than five pages in length. For the purposes of understanding more about your company and your ability to successfully fulfill this important City requirement, please provide examples of similar work, references, and up to three examples of similar work.

f. Billing Rates

List billing rates:

- Hourly road inspection rate and estimated schedule
- Hourly operated equipment rates by equipment
- Hourly hand labor rates
- Hourly construction surveying rates
- Sub Contractual
- Other
- Overhead
- Minimum proposed annual billing to City

10. COMMUNICATIONS AND RESPONSE

The City Administrator is designated as the City of Gustavus' representative for this initiative. For any information relative to this RFP, please direct all inquiries to:

Kathy Leary, City Administrator
907-697-2451 (Office)
kathy.leary@gustavus-ak.gov

11. NOTIFICATION OF INTENT TO RESPOND AND CLARIFICATION QUESTIONS

Please indicate your intention to respond, by email, to the above email address by the Intent to Respond and Questions Due date outlined in the Key Dates table below. In addition, please provide the contact details of the individual responsible for coordinating your RFP response. At the same time, we ask that you submit any clarification questions regarding the RFP. Answers will be provided to all respondents by the Answers Provided date.

12. RESPONSE DELIVERY INSTRUCTIONS

Please submit an electronic copy of your proposal to the email address indicated in the Communications and Response section above. All responses must be received on or before close of business (4:00 pm Alaska Daylight Time) on the Proposals Due date indicated in the Key Dates table below.

13. KEY DATES

Date	Milestone
April 24, 2024	RFP is issued
April 30, 2024	Intent to Respond and Questions due
May 3, 2024	Answers to questions are sent to Vendors by e-mail and by postal mail, in the form of a formal addenda to this RFP.
May 10, 2024	Proposals must be received by the City Administrator by 4pm Alaska time. Written acknowledgement of receiving addenda must also be received by this time.
June 10, 2024	Gustavus City Council regular meeting. Contract may be awarded at this date, or further consideration may be deemed necessary.

14. CONTRACT TERMS

The Mayor/City Administrator will negotiate contract terms upon selection. All contracts are subject to review by the City staff, and a contract will be awarded upon signing of an agreement or contract, which outlines terms, scope, budget, and other necessary items.

15. GENERAL PROVISIONS

- a. Vendors are advised that their response to this RFP does not obligate City to pay for any costs incurred by vendors in preparation of responses.
- b. A proposal is not a guarantee of contract award. City reserves the right to reject all proposals, to request additional information concerning any proposals for purposes of clarification, to accept or negotiate any modification to any proposal, to select only parts of a proposal, or to select multiple proposals, following the deadline for receipt of all proposals, and to waive any irregularities, if doing so would serve the best interest of City.
- c. Business and Professional Licenses. The successful respondent, and any sub-contractor(s), shall obtain necessary city and state business licenses on or before the commencement of work. Any successful respondent, and any sub-contractor(s), shall possess any necessary professional certifications and/or license(s) relative to the work to be performed required by the appropriate licensing authority for the State of Alaska and shall provide evidence of such to the City with their proposal or prior to contract award in such form as the City shall require.
- d. Term of Contract: The contract shall be for three years beginning July 1, 2024, and ending June 30, 2027. By mutual agreement between the City and Contractor the contract may be renewed for a second one, two or three-year term.

- e. Termination for Convenience: The City reserves the right to terminate the services of the contractor at any time when the City determines that termination is in the best interests of the City. If the City terminates the contract pursuant to this section, the City shall notify the contractor in writing as of the effective date to stop work and the contractor shall immediately stop all work, including providing direction to subcontractors to stop and to cease from ordering any materials or supplies for the Project. Upon termination pursuant to this section, contractor shall have sixty (60) days to submit any and all claims to the City for any unpaid work actually performed by the contractor before the date of termination and for which the contractor has not been paid, together with all back-up documentation in support of the claim. "Unpaid work" is defined as actual work performed in accordance with the specifications and project schedule and "unpaid work" specifically not to include the costs of the work to the contractor. The failure of the contractor to submit a claim within 60 days forever waives any claim by the contractor based upon the City's termination for any payment for work claimed by the contractor to have not been paid as of the date of termination. contractor and the City agree to make a good faith effort to resolve any claim submitted by the contractor pursuant to this section within thirty days (30) of receipt by the City, unless that time is otherwise extended by the parties in writing. If the parties fail to reach an agreement on payment to the contractor within the 30 days, the City shall pay the amount determined by the City to be fair and reasonable, based on the back- up documents provided by the contractor and the City's records. In the event the parties do not reach agreement, the contractor may pursue its remedies pursuant to Section IX (k) below unless the contractor failed to submit the claim within 60 days of termination.

- f. Suspension of Work: Suspension of Work caused by Acts of God, which are beyond the control of the contractor, shall not be cause for termination. If such Acts suspend Work on the project, any delay caused will be negotiated and an addendum to this contract will be issued, which will be signed by both the City and the contractor, outlining the time schedule and costs associated with any delay in substantially completing the project.

- g. Termination of agreement by City of Gustavus (Contractor Default)
 - A. In the event of default by the Contractor, City may give 10 days written notice to the Contractor of OWNER's intent to terminate the Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be considered a default by the Contractor whenever Contractor shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or quality of Work meeting the requirements of the Contract Documents; (3) disregard or violate provisions of the Contract Documents or engineer's instructions; (4) fail to prosecute the Work according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workers, or materials or equipment meeting the requirements of the Contract Documents; or 6) create any safety risk on the job site or to the community which upon notification of, the contractor refuses to address and correct within 3 days of the written notification. If the contractor fails to remedy the conditions constituting default within the time allowed, City may then issue the Notice of Termination.

 - B. In the event the agreement is terminated, City may take possession of the Work and may complete the Work by whatever method or means City may select. The cost of completing the Work shall be deducted from the balance

which would have been due the contractor had the Agreement not been terminated and the Work completed in accordance with the contract documents. If such cost exceeds the balance which would have been due, the contractor shall pay the excess amount to the owner. If such cost is less than the balance which would have been due, the contractor shall not have claim to the difference. The contractor's claim shall be limited to the cost of Work actually performed to the date of the termination.

- h. Termination of Agreement by contractor. The contractor may terminate the Agreement upon 20 days written notice to the City, whenever: 1) the Work has been suspended, herein, for more than 90 consecutive days through no fault or negligence of the contractor, and notice to resume Work or to terminate the Agreement has not been received from City within this time period, after being requested by the contractor in writing; or, 2) City should fail to pay the contractor any monies due them for Work actually performed in accordance with the terms of the contract documents and within 60 days after presentation to City by the contractor of the written request, unless City shall have remedied the condition upon which the payment delay was based within 20 days of presentation of the written 60 day notice. In the event of such termination, the contractor shall have no claims against City except for those claims specifically enumerated in Paragraph e.
- i. The city will not provide office space, equipment, or supplies.
- j. Vendor must meet and have in place the insurance requirements listed below at all times during the Term of Contract:
 - i. Vendor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A. M. Best Company or specifically approved by City.
 - ii. Limits: The Vendor shall obtain insurance for not less than the following limits:
 - 1. Commercial general liability: coverage written on an occurrence basis with limits of not less than \$2,000,000 per occurrence.
 - 2. Comprehensive automobile liability: \$2,000,000 combined single limit
 - 3. Workers' compensation: \$100,000 each accident, \$500,000 disease--policy limit, and \$100,000 disease--each employee.
 - iii. Automobile Liability Insurance: All autos, or all owned, non-owned, and hired automobiles must be insured when the Vendor is using them to do work under this Agreement. If the Vendor submits insurance covering only scheduled autos, then the Vendor must assure that any additional vehicles are insured before using them in the Work under this Agreement.
 - iv. Workers' Compensation: Any employee of the Vendor must be covered by workers' compensation insurance during the term of the Agreement. This policy must be endorsed with a waiver of subrogation in favor of the City. The Vendor is not required to provide a certificate of workers' compensation covering the owner(s) of the Vendor's business under the following circumstances:

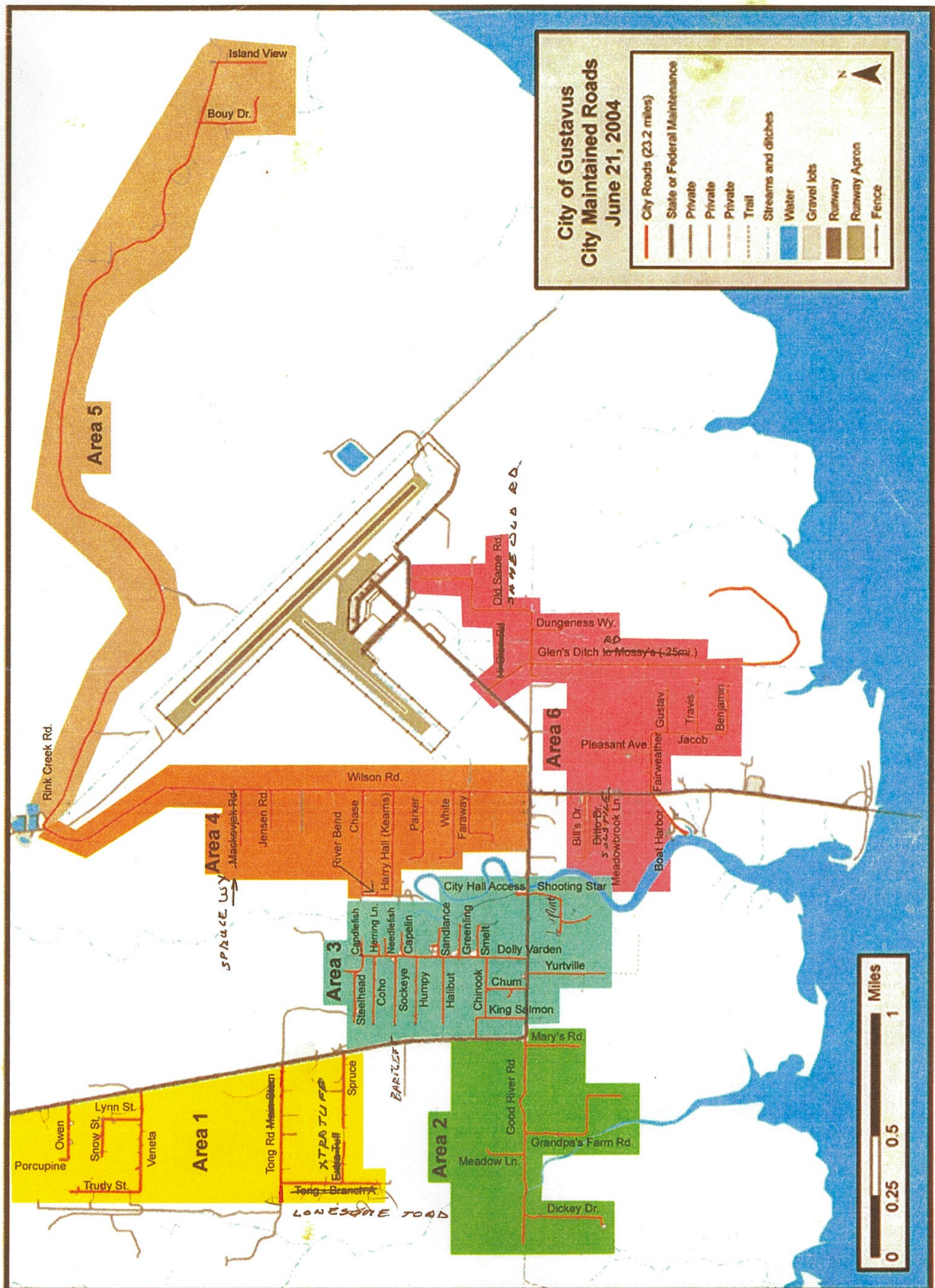
- *Corporations* – If the executive officer(s) claims an exemption, then the Vendor must provide an Executive Officer Waiver for each officer from the Alaska Department of Labor and also provide the corporate filing with the State showing the person(s) named on the waiver is an owner. Only the person or persons who have the State Executive Officer Waiver and who are an owner shall be permitted to do any work or be on the work site or work area. If the Vendor permits any other person on the work area or work site or to do any work, and that person is injured, the Vendor shall defend, indemnify, and hold harmless the City from any and all claims and liabilities for workers' compensation benefits of any kind and any nature, including costs and legal fees.
 - *Sole Proprietors, Partnerships, or LLCs* – If the sole proprietor, partner, or member claims an exemption, then the Vendor must provide the City with the business permit filing with the State of Alaska showing the person(s) are the owner, sole proprietor, partner, or member. Only the person or persons who are an owner, sole proprietor, partner, or member shall be permitted to do any work or be on the work site or work area. If the Vendor permits any other person on the work area or work site or to do any work, and that person is injured, the Vendor shall defend, indemnify, and hold harmless the City from any and all claims and liabilities for workers' compensation benefits of any kind and any nature, including costs and legal fees.
- v. *Alternate Coverage*: A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section.
 - vi. *Additional Insured*: During the contract term, the Vendor shall add and maintain City as an additional insured in the Vendor's commercial general liability policy. This policy will provide primary coverage for City, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.
 - vii. *Certificate of Insurance*: Prior to commencing any work under this Agreement, the Vendor will provide a certificate of insurance in a form acceptable to City showing that the Vendor has the required insurance coverage.
 - viii. *Cancellation*: The Vendor must assure that City receives advance notice if the Vendor's insurance is going to be canceled, not renewed, or changed. The certificate of insurance must say that the insurer will notify City at least 30 days before the insurer cancels, refuses to renew, or materially changes the coverage.

16. Gustavus Maintained Roads

Area 1	Miles
Owen Road & Porcupine Road	0.30
Veneta Street	0.42
Trudy Street	0.37
Lynn Street	0.18
Snow Street	0.14
Tong Road (to Glacier Bay Inn driveway)	0.62
Toad Road	0.41
Xtratuff Road	0.08
Spruce Lane	0.37
Bartlett Road	0.27
Subtotal Area 1 Miles	3.15
Area 2	Miles
Good River Road	0.87
Mary's Road	0.23
Grandpa's Farm Road	0.59
Meadow Lane	0.14
Dickey Drive	0.32
Subtotal Area 2 Miles	2.15
Area 3	Miles
Dolly Varden Drive	0.83
Smelt Avenue	0.05
Greenling Avenue	0.20
Chinook Drive	0.33
Chum Drive	0.17
King Salmon Drive	0.21
Sandlance Avenue	0.17
Halibut Drive	0.34
Capelin Lane	0.13
Humpy Drive	0.27
Needlefish Lane	0.16
Sockeye Drive	0.28
Herring Lane	0.04
Coho Drive	0.27
Steelhead Drive	0.22
Candlefish Lane	0.11
Willow Way	0.33
Pine Street	0.35
Shooting Star Lane	0.14
Lupine Lane	0.14
Columbine Lane	0.12
City Hall Access	0.06
Subtotal Area 3 Miles	4.91

Area 4	Miles
Wilson Road	2.09
Fara Way	0.27
White Drive	0.33
Parker Drive	0.34
Harry Hall Drive	0.43
River Bend Lane	0.23
Chase Drive	0.43
Jensen Road	0.24
Hemlock Road	0.24
Subtotal Area 4 Miles	4.59
Area 5	Miles
Rink Creek Road	3.73
Buoy Drive	0.21
Island View Drive	0.28
Subtotal Area 5 Miles	4.22
Area 6	Miles
Boat Harbor Road & DRC Access	0.27
Bill's Drive	0.28
Meadowbrook Lane	0.25
Fairweather Road	0.25
Pleasant Avenue	0.15
Jacob Avenue	0.31
Gustav Drive	0.20
Travis Drive	0.20
Benjamin Drive	0.21
Glen's Ditch Road to Nagoonberry Trailhead	0.53
Same Old Road	0.84
Dungeness Way	0.12
End of the Trail	0.26
Subtotal Area 6 Miles	3.87
Total City-Maintained Miles	22.89
Facility Parking Areas	Approx Area (ft²)
City Hall driveway and parking	11,100
Fire Hall	3,300
Salmon River Park parking on Gustavus Road	1,300
Library driveway and parking	11,000
Community Chest parking	1,500
Boat Harbor parking and storage areas	50,000
Septage Storage driveway and off-loading pad	5,500
Beach Park parking off east side of Dock Road	7,000
Beach Meadows trailhead parking west side of Dock Road	2,000

17. GUSTAVUS ROAD MAP





City of Gustavus

P.O. Box 1

Gustavus, AK 99826

Phone: (907) 697-2451

Fax: (907) 697-2136

Email: administrator@gustavus-ak.gov

Project: RFP FY25-01

**Management and
Implementation of Road
Maintenance Program for
the City of Gustavus**

Subject: Addendum to RFP FY25-01

Date: May 3, 2024

After further consideration, the insurance requirements stated in RFP FY25-01 (incorrectly labeled as FY24-01 when it was issued) under the General Provisions in section j.ii.1 & 2 for commercial general liability and automobile liability insurance are reduced from \$2,000,000 to \$1,000,000.

This change will be included in a revised RFP FY25-01 that will be issued to the successful bidder and referred to in future correspondence regarding the award of the contract.

Kathy Leary

Kathy Leary
City Administrator
City of Gustavus