



The City and Borough of Juneau
Engineering Department

REQUEST FOR QUOTE

Contract No. E10-235

SUPPLY CONCRETE FOR EAGLECREST PORCUPINE CHAIRLIFT

Disadvantaged Business Enterprises are encouraged to respond.

Supply Concrete for Eaglecrest Porcupine Chairlift

RFQ E10-235

SCOPE AND INTENT: This Request for Quote is intended to result in the purchase of 100 cubic yards of concrete in accordance with these contract documents. The City and Borough of Juneau's (City's) procurement policy is that Request for Quotes shall not exceed \$50,000.00.

DEADLINE FOR QUOTES: Quotes and required Specifications will be received until 2:00 p.m., Alaska Time on March 26, 2010, or such later time as announced by addendum to plan holders at any time prior to the deadline. Late quotes will not be accepted and will be returned. Fax quotes to the attention of Netti Pahl at 907-586-4530.

Quote documents delivered in person or by courier service must be delivered to:

PHYSICAL LOCATION:

City and Borough of Juneau, Engineering Department
Contracts Division
Marine View Building, 230 South Franklin St., Room 315
Juneau, AK 99801

SCOPE OF WORK. The Contractor shall provide all labor, equipment, materials and perform all Work to supply approximately 100 cubic yards of concrete per the following specification:

STRUCTURAL CONCRETE COMPOSITION

Minimum Cement Content	6 ½ Sacks (611 lb.) per Cubic Yard
Maximum Water/Cement Ratio	5.75 Gal/Sack (0.51 ##)
Slump	3" ± 1"
Entrained Air	3 to 6%
Course Aggregate	AASHTO M 43, Gradation No. 67
Cement factors are based on 94-pound sacks	

Material shall be in accordance with the Standard Specifications for Civil Engineering Projects and Subdivision Improvements, December 2003 Edition, and current errata, unless otherwise indicated in this RFQ document.

DELIVERY. Concrete delivery shall be required periodically between April 12 and June 30, 2010. Bidder shall coordinate delivery with Eaglecrest staff.

Truck Time on site:	Maximum of 90 minutes per load delivered
Minimum delivery size	6 cubic yard minimum load size
Method of Measurement	Truck measure* *will be checked/verified by in place actual field measurement as necessary to ensure accuracy

QUESTIONS CONCERNING THE WORK. Contact Jennifer Mannix, Contract Administrator at 907-586-0873, or jennifer_mannix@ci.juneau.ak.us. Office hours are Monday through Friday, 8:00 a.m. to 4:30 p.m.

TERMS AND CONDITIONS

Acceptance: Concrete will be tested at 7 days and also at 28 days using cylinder breaks. Failure of the concrete to meet the required specifications at that time will require replacement by bidder at no expense to the City. Failure to do so within 30 calendar days maximum will allow the City to correct deficiencies and all costs so incurred will be subtracted from the Contract price. Acceptance of the items by the City does not warrant that the items are in perfect working order. The terms of the stipulated Bidder warranty will continue to apply from the date of acceptance.

Addenda: Each bidder shall acknowledge receipt of all addenda issued in the space provided in the bid document. Failure to acknowledge all addenda may result in the bid being rejected as non-responsive. It shall be the bidder's responsibility to inquire about addenda issued.

Additional Units on RFQ Award: The CBJ may from time to time request additional units above the amount stated in the RFQ, realizing that additional orders constituting more than 25% of the amount stated in the RFQ would be with the concurrence of the Contractor.

Assignment of Contract: Any contract resulting from this RFQ may not be assigned in whole or in part without the prior written consent of the City's Engineering Department.

Award: The award will be made to the lowest, responsive, responsible bidder meeting all specifications, based on **Total Bid**.

Bid Prices: Unless otherwise specified in the RFQ, bid prices shall include everything necessary for the fulfillment of the contract, including, but not limited to, furnishing all materials, equipment and labor. Price bid must be in U.S. funds.

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

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

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

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

Cooperative Purchasing: Other governmental agencies may be extended the opportunity to purchase off this bid with the agreement of the successful vendor(s) and the City and Borough of Juneau. However, the City is not an agent of, partner to or representative of these outside agencies and is not obligated or liable for any action or debts that may arise out of such independently established "piggy-back" procurements.

Damage/Shipping Claims: Damage to items in transit is the sole responsibility of the bidder. The bidder is obligated to file any claims against carrier(s) for any damage incurred while in transit from point of origin to the ultimate destination.

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

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

Examination of Bid Documents: Each bidder shall thoroughly examine and be familiar with all the bid documents contained herein and any addenda to those documents. The submission of a bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the Request for Quote (RFQ) documents. The failure or neglect of a bidder to receive or examine any of the bid documents shall in no way relieve that bidder from any obligations with respect to that bidder's proposal, or to the contract. Misinterpretation or a claimed lack of knowledge concerning the bid will not serve as a basis for a claim for additional compensation.

Extension of Prices: In case of error in the extension of prices in the Quote, the unit prices will govern.

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

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

Guarantee: All items must be guaranteed against faulty material and workmanship. All standard items shown in the manufacturer's published specifications for the units proposed is to be supplied as a result of this bid specification.

Indemnification Agreement: Bidder agrees to defend, indemnify, and hold harmless City, its employees, volunteers, Bidders, and insurers, with respect to any action, claim or lawsuit arising out of this contract, without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82, but only to the extent such action, claim, or lawsuit is caused or alleged to have been caused by Bidder's negligence. "Bidder" includes the Bidder's employees, its agents, and its subcontractors. The Bidder shall not be required to indemnify City for a claim of, or liability for, the independent negligence of City. "Independent negligence" is negligence other than in the City's selection, administration, monitoring, or controlling of

the Bidder and in approving or accepting the Bidder's work. If there is a claim of, or liability for, the joint negligent error or omission of the City and Bidder, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. City shall notify Bidder in a timely manner of the need for indemnification, but such notice is not a condition precedent to Bidder's obligations and may be waived where the Bidder has actual notice.

Interpretation of Bid Documents: Comments concerning defects, questionable or objectionable material and requests for interpretation must be made in writing and received by Jennifer Mannix, Engineering Contracts Administrator, 907-586-0873, Engineering Department at least four (4) days prior to the bid deadline date. If required, amendments to the bid documents will be in the form of an addendum and, when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract.

Juneau Business Sales And Personal Property Tax: Vendors/merchants conducting business within the City are required by law to register with, and periodically report to, the City for sales and property taxes. CONTRACTOR's and Subcontractors must be in good standing with the City prior to award, and prior to any contract renewal and in any event no later than five business days following notification by the City of intent to award or renew. **Good standing** means: all amounts owed to the City are paid in full, including Confession of Judgments; and vendor/merchant is current in reporting (sales tax filings, business personal property declarations). Failure to meet these requirements, if so subject, shall be cause for rejection of your proposal and/or contract renewal. To determine if your business is in good standing, or for further information, contact the City Finance Department's Sales Tax Division, at (907) 586-5265, concerning sales tax and/or Treasury Division, at (907) 586-5268, concerning business personal property and real property tax.

Modification of Quote: Any bidder may modify a bid in person, or by facsimile (907-586-4530) at any time prior to the deadline, provided that such modification is received by the Engineering Contracts Division prior to the deadline. The modification must clearly name the RFQ project. The City will not be responsible for its failure to receive a facsimile modification whether such failure is caused by transmission line problems, facsimile device problems, operator error, or otherwise.

Payment: Payment will be authorized by the appropriate City agency upon receipt and final Acceptance of the concrete, and after all conditions of the RFQ have been met.

Preparation of Quotes: Quotes must be submitted on the bid form provided, or copies thereof, and be completed in all respects as required by the bid documents. Quotes must include signature of authorized representative to bind the company.

All quotes must be regular in every respect and no alterations shall be made to the bid form. Quotes that contain omissions or irregularities of any kind may be rejected. If erasures or changes appear on the forms, each must be initialed by the authorized representative signing the bid. Quotes may be faxed to the attention of Netti Pahl to 907-586-4530 or hand delivered to the Engineering Contracts office only, Marine View Building, 230 South Franklin St., Room 315, Juneau, Alaska.

Bids will be received at the Engineering Contracts Division by 2:00 p.m. on the date indicated. Quotes arriving after 2:00 p.m. will not be considered. It is the bidder's responsibility to see that the Quotes are received by the deadline.

Postponement of Opening: Quotes will be received until the deadline stated in the bid document, or such later time as the Engineering Department may announce by facsimile transmission or other writing or electronic notice sent to planholders at any time prior to the deadline. The City reserves the right to postpone the deadline at any time prior to the time originally scheduled.

Purchase Order & Award Documents: The City's purchase order and the Notice of Award/Notice to Proceed, issued by the Engineering Department, are the only documents that may be used to place orders against any contract(s) resulting from this RFQ.

Precedence: The terms and conditions of this section Information to Bidders, are standard to the City's Purchasing Division for the purchase of goods. Other specific terms and conditions may be provided in the RFQ Requirements Section, of this RFQ. In the event of a conflict, the RFQ Requirements Section shall take precedence.

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

Rejection of Bids: The City reserves the right to reject any bid which:

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

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

Right to Waive: The City reserves the right to waive any informality in a bid.

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

Variances: Unless otherwise stated in the RFQ, the City will assume that the bidder has accepted, without reservation or amendment, the whole of the contract documents.

Vendor Name Change: Should the vendor's business name change, or should the business be sold, transferred to, or assumed by a second party, written notification of the change should be provided to the City's Engineering Department, by all vendor parties involved, no later than 30 calendar days from the date of change. Written notification should state the type of change, reason for change, and the Federal Employer Identification Number of all vendor parties involved, and legal documentation verifying the change. Failure to provide notification of the aforementioned change(s) within 30 calendar days of the change, may be grounds for purchase order cancellation without further cause.

Additional documentation concerning the assignment of payments and acceptance of assigned payments may be required from the assignor and assignee.

BID AND SIGNATURE PAGE

PROJECT: Supply Concrete for Eaglecrest Porcupine Chairlift – RFQ E10-235

Give number and date of each Addendum issued. Failure to acknowledge receipt of all Addenda may cause the Quote to be non-responsive and may cause its rejection.

Addendum No.	Date Issued	Addendum No.	Date Issued

Dated: _____

Bidder: _____
(Company Name)

By: _____
(Signature in ink)

Printed Name: _____

Title: _____

Phone: _____

Address: _____
(Street or P.O. Box)

Fax: _____

(City/State and Zip Code)

Email: _____

ITEM DESCRIPTION	UNIT PRICE	QUANTITY	UNIT PRICE	TOTAL BID
Concrete per RFQ E10-325 Specifications	CY	100	\$	\$
