



The City and Borough of Juneau
Purchasing Division

REQUEST FOR BIDS
BID No. E10-112
SIGN PANELS FOR
PARK AND RECREATION TRAILS

Disadvantaged business enterprises are encouraged to respond.
A 5 percent Juneau Bidder preference will apply.
A 10 percent disability preference will apply.

Date of Issue: March 31, 2010

Deadline for Bids: April 21, 2010, prior to 2:00 p.m. Alaska Time

Issued by: _____ **3-30-10**
Jennifer Mannix, Engineering Contracts Administrator

SIGN PANELS FOR PARK AND RECREATION TRAILS BID No. E10-112

SCOPE AND INTENT: The City and Borough of Juneau (City) seeks bids from qualified persons or firms to provide signs for park and recreation trails. This Request for Bid is intended to result in an immediate contract for the manufacture of the signs.

DEADLINE FOR BIDS: Sealed bids must be received by the Purchasing Division prior to 2:00 p.m. Alaska Time, or such later time as the Purchasing Officer may announce by addendum to plan holders at any time prior to the deadline. Proposals will be time-stamped by the Purchasing Division, which will establish the official time of receipt of proposals. Late bids will not be accepted and will be returned, unopened. Bids will be opened in the Assembly Chambers of the Municipal Building, 155 S. Seward Street, unless otherwise specified.

QUESTIONS REGARDING THIS BID: Jennifer Mannix, Contract Administrator, phone (907) 586-0873, fax (907) 586-4530, or email jennifer_mannix@ci.juneau.ak.us is the sole point of contact for all issues pertaining to this procurement.

NOTE: Mailing/delivery times to Alaska may take longer than other areas of the U.S.

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

PHYSICAL LOCATION:

City and Borough of Juneau, Purchasing Division
105 Municipal Way, Room 300
Juneau, AK 99801

Bid documents delivered by the U.S. Postal Service must be mailed to:

MAILING ADDRESS:

City and Borough of Juneau, Purchasing Division
155 South Seward Street
Juneau, AK 99801

The CBJ Purchasing Division's phone number is (907) 586-5258 and fax number (907) 586-4561. **Please affix the label below to outer envelope in the lower left hand corner.**

| IMPORTANT -- | | NOTICE TO BIDDER/PROPOSER | |
|--|--|------------------------------|---|
| To submit your bid/proposal: 1. Print your company name and address on the upper left corner of your envelope. 2. Complete this label and place it on the lower left corner of your envelope. | | | |
| S E A L E D | BID/PROPOSAL NUMBER: E10-112 | | B I D P R O P O S A L |
| | SUBJECT: SIGN PANELS FOR PARK AND RECREATION TRAILS | | |
| | DEADLINE DATE 2:00 P.M. ALASKA TIME: | | |
| | | | |

PART "A"

INFORMATION TO BIDDERS

INFORMATION TO BIDDERS

Examination of Bid Documents: Each bidder shall thoroughly examine and be familiar with all the bid documents 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 bid (RFB) 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.

Interpretation of Bid Documents: Comments concerning defects, questionable or objectionable material and requests for interpretation must be made in writing and received by the Purchasing Division at least ten (10) 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.

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

All bids must be regular in every respect and no alterations shall be made to the bid form. Bids 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. No oral, electronic mail, facsimile, or telephone bids will be considered.

Each bid shall be submitted in a sealed envelope. The bid number, bid title and deadline should appear on the lower left-hand corner of envelope. The City will not be responsible for the premature opening of, or failure to open, a bid not properly addressed and identified. It is the bidder's responsibility to see that the bids are received by the deadline. Bids not received by this time will not be accepted and will be returned to the bidder.

Modification of Bid: Any bidder may deliver a modification to a bid in person, by mail or fax (907-586-4561), provided that such modification is received by the Purchasing Division no later than the Deadline for Bids. Modifications will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of the modification. The modification must not reveal the bid price but should be in the form of an addition or subtraction or other modification so that the final prices will not be known until the sealed bid is opened. 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.

Fax Disclaimer: It is the responsibility of the bidder to respond in a timely manner. Bidders' use of a fax machine shall be at bidders' sole risk. The Purchasing Division will attempt to keep the fax in good working order but will not be responsible for bids that are late due to mechanical failure, a busy fax machine, or any other cause arising from bidders' use of a fax 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 faxed document with the Purchasing Division prior to deadline.

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.

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

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 Purchasing Division, 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.

Specifications: Unless otherwise specified in the RFB, product brand names or model numbers specified in this RFB 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.

Bid Guaranty: When specified in the RFB, a bid guaranty must be submitted with the bid, or the bid will be considered non-responsive. The bid guaranty shall be in the form of a bid bond, certified or cashier's check in the amount of at least 5 percent of the Total Bid price. The guaranty shall be made payable to the City. A bid will be deemed non-responsive for failure to furnish the required bid guaranty with the bid.

Return Of Bid Guaranty: As soon as practicable, the City will return bid guaranties that are not considered for award. All other bid guaranties will be held until contract has been awarded.

Bid Prices: Unless otherwise specified in the RFB, 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.

Additional Units on Bid Award: When specified in the RFB, the City may request additional units above the amount stated in the bid. Any additional orders stated in the bid would be with the concurrence of the contractor, however unit prices of original bid shall remain unchanged.

Extension of Prices: In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

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.

Postponement of Opening: Sealed bids will be received until the Deadline for Bids, or such later time as the Purchasing Officer may announce by fax 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.

Indemnification Agreement: Vendor agrees to defend, indemnify, and hold harmless City, its employees, volunteers, consultants and insurers with respect to any action, claim or lawsuit arising out of the vendor's performance of this contract but only to the extent such action, claim or lawsuit is caused or alleged to have been caused by vendor's negligence. This agreement to indemnify and hold harmless is expressly subject to the foregoing limitation as to the amount of fees and as to any damages resulting from settlement, judgment or verdict including the award of attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of vendor arise upon reasonable notice by the City to the vendor of such action, claim or lawsuit. City agrees to provide vendor written notice of any action, claim or lawsuit in a timely manner. The parties agree to seek to maintain or obtain venue in Alaska and will not agree or advocate for venue outside Alaska without the other party's written consent.

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

Contract Extensions: Unless otherwise specified in the RFB, the City and successful bidder/contractor 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.

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

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

Billing Instructions: Invoices must be billed to the CBJ Project Manager named in the Notice of Award. The ordering agency will approve for payment after it receives the merchandise or service and all conditions of the RFB have been met. Questions concerning payment should be addressed to the CBJ Project Manager.

Payment: Payment will be authorized by the appropriate city agency upon receipt and acceptance of the goods or services, and after all conditions of the RFB have been met.

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

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.

Equal Employment Opportunity: Contracts for work under this RFB will obligate contractors and subcontractors 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.

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 bid guaranty 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.

Bidder's Preferences: "Juneau Bidder" and "Bidders with Disabilities" preferences will be treated in accordance with provisions outlined in the City Purchasing Code 53.50.010 and 53.50.050. Unless otherwise specified in this RFB, a Juneau bidder will receive a 5% bidder preference if its bid is not more than five percent higher than the lowest responsive nonresident bidder. Bidders with disabilities will receive a 10% bidder preference if its bid is not more than ten percent higher than the lowest responsive non-disabled bidder. The Purchasing Code is available from the City Purchasing Division or online at www.Juneau.org/law/code/purchasing.pdf. All appropriate certificates must accompany this RFB.

Funding sources may prohibit bidder preferences. If you have any questions, contact the Purchasing Division.

Filing A Protest: Protest will be treated in accordance with the Purchasing Code 53.50.062 and 53.50.080. The Purchasing Code is available from the City/Borough Purchasing Division or online at www.Juneau.org/law/code/purchasing.pdf. The bidder has the right of appeals as defined.

Juneau Business Sales And Personal Property Tax: Vendors/merchants conducting business within the City are required by law to register with the City for sales and property taxes. **Vendors/merchants must be in good standing for all amounts owed to the City prior to award, and prior to all contract renewal(s)**, but in any event no later than five business days following notification by the City of intent to award or renew. Failure to meet these requirements, if so subject, shall be cause for your bid to be rejected. To determine if your business is subject to these requirements, or for further information, contact the City Finance Department, Sales Tax Division, at (907) 586-5265 concerning sales tax and the Assessing Division at 586-5220 concerning business personal property and real property tax.

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 Purchasing Division, 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.

Assignment of Contract: Any contract resulting in this RFB may not be assigned in whole or in part without the prior written consent of the City's Purchasing Division.

Precedence: The terms and conditions of this section Part A, 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 Part B, Specifications, of this RFB. In the event of a conflict between Part A and Part B, Part B shall take precedence.

PART "B"

SPECIFICATIONS

MANUFACTURE OF SIGN PANELS FOR PARK AND RECREATION TRAILS

GENERAL SPECIFICATIONS

SCOPE OF BID: This Request for Bid is intended to result in an immediate contract for the manufacture of signs/materials for City and Borough of Juneau (CBJ) park and recreation trails.

REFERENCES: The apparent low bidder may be required within twenty-four (24) hours upon request by the City to submit a list of three (3) references where their firm has performed similar contracts to the satisfaction of the City.

PRICE: Purchase and delivery of specified equipment and materials at the work site. Bidder will be responsible for all costs and expenses associated with delivering all sign panels to the F.O.B. point. This includes, but is not limited to shipping/handling and any other expenses required to complete the purchase and shipping.

DELIVERY SCHEDULE/F.O.B POINT:

Sign proofs shall be delivered by May 12, 2010. CBJ Project Manager shall respond with any mark-ups/changes within 5 business days of receipt of proofs.

Final signs/materials shall be delivered by July 20, 2010

All signs/materials shall be delivered F.O.B. Juneau, 802 Front Street, Douglas, Alaska 99824.

WARRANTY: The manufacturer shall provide a 10 year warranty on all signs/materials. If faults develop during the warranty period, the affected items must be repaired or replaced at no cost to the City. Enclose warranty provisions with your bid.

WARRANTY WORK: All warranty work must be performed by the Vendor or an authorized responsive, local Juneau representative agreed to by the City. The bidder will identify a local representative in the space provided on the Bid Schedule Page to handle all warranty work on their behalf if the Contractor chooses not to. The City will not be responsible for performing or contracting with another source on any required warranty work. The Vendor or their local representative must begin any warranty work within seven (7) calendar days of notification by the City that warranty work is required. All costs incurred on warranty work performed will be the responsibility of the Vendor.

DAMAGE: The bidder is responsible for delivery to the FOB point. Any shortage, damage, or loss prior to receipt and acceptance by CBJ must be remedied by the Vendor within 15 calendar days of notification.

INSTALLATION: Installation **is not** included in this request and **is not** to be included in the bid price. All installation work will be performed by the CBJ.

WORKMANSHIP: All work must be performed in a thorough and workman-like manner in accordance with current industry practices. The Vendor is responsible for the quality of the finished signs/materials.

ACCEPTANCE: Failure of the delivered signs/materials to meet specifications in any way will require replacement or repair by the Vendor at no expense to CBJ. Failure to do so, unless otherwise arranged with CBJ representative, within seven (7) calendar days of the date of the notice of non-acceptance will allow CBJ to correct deficiencies and all costs incurred to be subtracted from the contract price. The terms of the stipulated Vendor's warranty will continue to apply from the date of final acceptance.

CHANGES: The CBJ Project Manager must authorize any changes or alterations to the contractual agreement. Any changes or work performed without such approval, even if approved by the ordering agency, will be at the Vendor's risk and expense.

DEFAULT/BREACH OF CONTRACT: The Vendor is responsible for fulfilling all requirements of the contract. If the Vendor defaults or breaches the contract, CBJ may seek any and all remedies provided by law. Such remedies include obtaining substitute services from other sources and recovering from the Vendor any excess costs incurred or other incidental and consequential damages.

IMPOSSIBILITY TO PERFORM: The Vendor will not be liable for default or breach of contract resulting from the impossibility to perform when caused by "Acts of God" or as otherwise provided by law.

QUESTIONS/BIDDER CONTACT: The CBJ Engineering Department, will be the sole point of contact for any and all issues pertaining to this procurement. Changes to the documents by CBJ will be in the form of an addendum to the bid, and when issued, will be sent as promptly as is practical to all parties to whom the bid has been issued. All such addenda shall become part of the bid. The following person is the specific point of contact at the Engineering Department:

Questions regarding this proposal should be directed to:

Jennifer Mannix
Contract Administrator
City and Borough of Juneau
ENGINEERING DEPARTMENT
Marine View Center - 3rd Floor
230 South Franklin Street
Juneau, Alaska 99801
Office hours are 8:00 a.m. to 4:30 p.m. local time, Monday through Friday.

email: jennifer_mannix@ci.juneau.ak.us
Telephone: (907) 586-0873
FAX: (907) 586-4530

Bidder shall provide the name, address, fax number, and telephone number of an individual in their organization to whom notices and inquires from the City should be directed as part of this bid.

AWARD: Award will be made to the lowest responsive, responsible bidder based on **TOTAL BID**.

The Vendor will provide the following:

1. Thirty-six (36) 8"x10", hardcopy, color proofs of each sign to be manufactured.
2. Twenty-four (24) ½" exterior digital high pressure laminate (dHPL) sign panels. Panels shall consist of 12 color HD printing and shall include four (4) threaded inserts with tamper resistant bolts. Panel size: 30"h x 28"w.
3. Twelve (12) ½" exterior dHPL sign panels. Panels shall consist of 12 color HD printing, and shall include four (4) threaded inserts with tamper resistant bolts. Panel size: 30"h x 24"w.
4. Twenty-one (21) powder coated aluminum, upright double posts (90°) with four (4) mounting brackets, in ground mount.
5. Eighteen (18) powder coated aluminum, double cantilever pedestals (45°) angle with 30" graphic height, in ground mount.

The content of the sign panels is available to view at the following ftp site link:

<http://ftp.ci.juneau.ak.us/pub/Signs/>

BID SCHEDULE

| <u>ITEMS</u> | <u>QUANTITY</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> | <u>EXTENSION</u> |
|------------------|-----------------|---|-------------------|------------------|
| 1. | 36 each | 8"x10", hardcopy, color proofs of each sign to be manufactured | \$_____ | \$_____ |
| 2 | 24 panels | ½" exterior dHPL graphic, 30"hx28"w, 12 color HD printing, with four threaded inserts with tamper resistant bolts | \$_____ | \$_____ |
| 3. | 12 panels | ½" exterior dHPL 30"hx24w 12 color HD printing, with four threaded inserts with tamper resistant bolts | \$_____ | \$_____ |
| 4. | 21 each | Powder coated aluminum, upright (90°) double posts with 4 mounting brackets and in ground mount | \$_____ | \$_____ |
| 5. | 18 each | Powder coated aluminum, double cantilevered pedestals, 45° angle with 30" graphic height and in ground mount | \$_____ | \$_____ |
| TOTAL BID | | | \$_____ | |

When can delivery be made ARO? _____ calendar days.

☐ Yes ☐ No Cooperative Purchasing?

Company Name _____

Contact Person _____

Address _____

Phone Number _____ Fax Number _____

Company Name

Authorized Signature

Date

BID SIGNATURE DOCUMENT

The undersigned, as bidder, declare that we have examined all contract documents contained herein and will contract thereon with the City and Borough of Juneau (hereinafter referred to as the "City") to do everything necessary for the fulfillment of this contract. We agree any addenda received are part of the contract documents.

Bids received after the time announced for the opening will not be considered. No bid may be withdrawn after the opening time or before the award and execution of the contract unless the award is delayed for more than 60 days.

The City reserves the right to reject any or all bids, to waive any informalities or to cancel the invitation when in the City's best interest. The City also reserves the right to determine the lowest qualified, responsive, responsible bidder and which bid, if any, should be accepted. When alternative bids are requested, the City may at its sole discretion award the basic bid or the basic bid and one or more alternates.

Certification of Non-Collusion

We certify we have prepared our bid independently and without direct or indirect collusion, restraint of trade or other unfair competitive practices.

We understand that any false statements made to meet any requirement may result in contract cancellation or initiation of action under Federal, State or municipal laws and/or ordinances.

Bidder-Company Name

Addenda Nos. Received

Authorized Signature

Printed Name

Telephone Number

Address

FAX Number

City, State, Zip

E-Mail Address

- ☐ Check here if you qualify for 5% local bidder's preference.
- ☐ Check here if you qualify for 10% disability preference.

TO BE CONSIDERED, bids must include the following:

1. Signed Bid Schedule and Signature Document (including addenda receipt).