

### The City and Borough of Juneau Purchasing Division

### **REQUEST FOR BIDS**

**BID # E12-246** 

# FABRICATION OF SEAWALK CLOTH BANNERS

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: <u>April 11, 2012</u>

**Deadline:** May 3, 2012

**Contact: Jennifer Mannix** 

Phone: (907) 586-0873

Email: jennifer\_mannix@ci.juneau.ak.us

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

U.S. Late bids will NOT be considered.

### FABRICATION OF SEAWALK CLOTH BANNERS Bid No. E12-246

**SCOPE AND INTENT:** The City and Borough of Juneau (City) seeks bids from qualified persons or firms to fabricate and deliver cloth banners as described in this RFB.

**PRE-BID CONFERENCE.** Prospective Bidders are encouraged to attend a pre-Bid conference to discuss the proposed WORK, which will be conducted by the OWNER, at 10:00 a.m. on April 24, 2012, in CBJ Engineering Department Conference Room, 3<sup>rd</sup> Floor, Marine View Center. The object of the conference is to acquaint Bidders with the project and bid documents. Conference call capability will be available for the Pre-Bid meeting. Proposers intending to participate via conference call shall notify Janet Sanbei in the CBJ Engineering Contracts Division, at (907) 586-0480, or janet\_sanbei@ci.juneau.ak.us by 4:30 p.m., April 23, 2012.

**DEADLINE FOR BIDS:** Sealed bids must be received by the Purchasing Division <u>prior to 2:00 p.m.</u>, <u>Alaska Time on May 3, 2012</u> or such later time as may be announced by addendum at any time prior to the deadline. Bids will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of bids. Bids will be opened immediately thereafter in the Assembly Chambers of the Municipal Building, 155 S. Seward Street, unless otherwise specified.

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

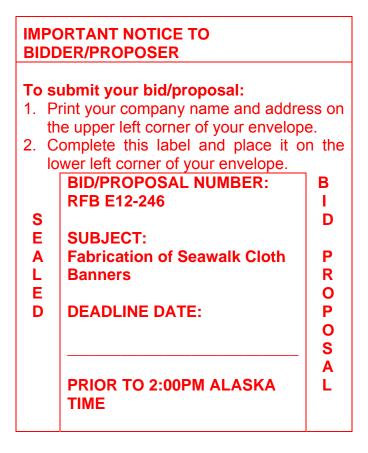
### PHYSICAL LOCATION:

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 Please affix the label below to outer envelope in the lower left hand corner.



Mailing/delivery times to Alaska may take longer than other areas of the U.S. Late bids will <u>not</u> be accepted and will be returned.

## PART "A"

### **INFORMATION TO BIDDERS**

#### **FABRICATION OF SEAWALK CLOTH BANNERS**

#### Request for Bids No. E12-246

**SCOPE AND INTENT:** This bid is intended to result in an immediate purchase and term contract for the construction of cloth banners to be delivered as scheduled to the City and Borough of Juneau (City) Parks & Recreation Department, Parks Maintenance Division.

The City needs banners of six different designs. Additional banners may be purchased at a later date through this contract. Bid prices and available funding will determine the purchase of banners in the future.

The banners will be hung in the downtown area of Juneau each spring and placed in storage in September. Juneau is a coastal community with a mild maritime climate in which summer temperatures range from 44-65 degrees. Average rainfall is 80 inches in the downtown area, where the banners will be used. Intermittent high winds are not unusual. Therefore, the City seeks a contract for durable, weather-resistant banners.

**CONTRACT PERIOD**: Initial contract period is from date of final award through June 30, 2013. The City will have the option to renew for three (3) additional one-year periods upon mutual written agreement.

**CANCELLATION**: The City may cancel the contract if the Contractor fails to perform in accordance with any contact provisions or if funds are not available.

<u>PRICE</u>: Bid prices are to include all costs including, but not limited to, materials, labor and shipping to the final destination. Contract prices are to remain firm for the duration of the contract, unless a price increase is justified. (See PRICE ADJUSTMENT.)

**PRICE ADJUSTMENT:** Bid prices will be held firm through June 30, 2013. If a renewal period is agreed upon, unit bid price will be offered at the same or a lower rate, unless supporting documentation justifies a price increase. If such increases occur during a renewal period, they shall be limited to a 3% maximum increase annually. Increases will be based on substantiated changes for actual cost differences in the first contract period and that of the renewal period. The increases will be allowed for freight and manufacturing costs of the product. Copies of Bills of Lading for freight charges and supply invoices for product costs must be submitted to the CBJ Project Manager prior to the renewal period. The City may or may not approve of the price increases.

**<u>F.O.B. DESTINATION</u>**: Final destination will be City and Borough of Juneau Parks & Recreation Department, Parks Maintenance Division, 802 Front Street, Douglas, Alaska 99824.

**MAXIMUMS AND MINIMUMS**: Upon award of contract, the City anticipates purchasing the 48 banners described in the Bid Schedule. The City does not guarantee any maximums. If the banners prove durable and the budget allows additional banners may be purchased under this contract.

ARTWORK & DESIGNS: This bid includes artwork for six (6) different designs. If, during the course of this contract and any renewal, banners (of same size, materials and construction) are needed, but with different artwork, the unit price will be mutually agreed upon by the City and the Contractor. If the City and the Contractor cannot agree on the price, the project will go out to bid. Digital files for each of the six designs are prepared in Adobe Illustrator with CMYK color space and will be available to contractor upon award.

**PROHIBITED USE:** All designs for banners under this contract are exclusive to the City, as per agreements with participating artists and shall not be used by bidder for any other purpose.

**<u>DELIVERY</u>**: The contractor shall furnish one full size paper sample of each design within 14 days of Notice of Award. Delivery is required no later than 8 weeks after Notice to Award is given.

**PACKAGING:** All items must be securely boxed in a manner which will protect the contents from damage. Each package must be clearly labeled.

<u>WARRANTY</u>: <u>Fabric</u>: Sunbrela with 5 year limited warranty. <u>Construction</u>: Three year continuous-use warranty.

<u>CITY APPROVED EQUIVALENT</u>: Bid specifications occasionally specify a brand name or City approved equivalent. The brand is used to describe the type and quality of goods required. If you propose an equivalent or better to the brand name specified, provide complete specifications, fabric samples and literature to allow a detailed comparison and evaluation to be made. List the brand, and the difference between the brand named and your proposed equivalent on the attached Variance Page. Failure to detail variances may be grounds to reject the bid as non-responsive.

Bidders are encouraged to submit proposed Variances and supporting information prior to the Deadline for Bids. Variances submitted in advance of the Deadline for Bids should be sent electronically to <a href="mailto:contracts@ci.juneau.ak.us">contracts@ci.juneau.ak.us</a>.

**ACCEPTANCE**: The City reserves the right to determine suitability of items offered.

**PAYMENTS**: Payment will be initiated upon receipt and acceptance of the banners.

**RETURNS:** All goods or materials are subject to approval by the City. Any items rejected because of non-conformity of the terms or specifications or this contract, whether held by the City or returned, will be at the Contractor's risk and expense.

**AWARD:** Award will be based on Bid Prices for samples that meet the requirements of this RFB.

#### **GENERAL TERMS AND CONDITIONS**

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 five (5) 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.

<u>Preparation of Bids</u>: 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.

Bids will be received at the Purchasing Division located at 105 Municipal Way, Room 300, Juneau, Alaska 99801 until the deadline. 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.

**<u>Bid Modifications:</u>** 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, establishing 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.

Fax Disclaimer: It is the responsibility of the bidder to submit modifications in a timely manner. Bidders' use of a fax machine to modify their bid shall be at bidders' sole risk. The Purchasing Division will attempt to keep the fax machine in good working order but will not be responsible for bid modifications that are late due to mechanical failure, a busy fax machine, or any other cause arising from bidder's use of a fax machine, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid modification prior to the deadline. The City will not be responsible for its failure to receive the modification whether such failure is caused by equipment or human error, or otherwise. Bidders are therefore strongly encouraged to confirm receipt of their bid modification with the Purchasing Division (907-586-5258) 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.

<u>Qualification of Bidders</u>: 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 model number does not preclude an offer of a comparable or better product. Failure to provide information, as requested, may be cause for rejection of the offer.

<u>Bid Guaranty</u>: 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 quaranties will be held until contract has been awarded.

<u>Performance Bond</u>: When specified in the RFB, the bidder shall post a Performance Bond in the amount of 100% of the Bid award. Any posted performance bond will ensure performance over the entire term of the contract. Failure to supply the performance bond within the time required may cause the City to declare the bidder non-responsible and to reject the bid.

Individual Surety: In lieu of a performance bond, when specified in the RFB, a bidder may post an individual surety to ensure performance over the entire term of the contract. The surety shall be made payable to the City, in the form of a certified or cashier's check or certificate of deposit in the amount of 10% of the Total Bid. In the event it becomes necessary for the City to cancel the contract issued as a result of this RFB due to noncompliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual surety will be declared as liquidated damages and forfeited to the City. Failure to supply the surety within the time required may cause the City to declare the bidder non-responsible and to reject the bid.

<u>Bid Prices</u>: 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.

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

<u>Postponement of Opening</u>: Sealed bids will be received until the deadline stated in the bid document, or such later time as the Purchasing Officer 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.

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.

<u>Firm Offer</u>: 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.

<u>Contract Extensions</u>: 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.

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.

<u>Default</u>: 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.

<u>Purchase Order & Award Documents</u>: The City's purchase order and (if applicable) the Notice of Award, issued by the Purchasing Division, are the only documents that may be used to place orders against any contract(s) resulting from this RFB.

<u>Billing Instructions</u>: Unless otherwise specified in the RFB, invoices must be billed to the Accounts Payable Division, as noted on the purchase order. 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 Accounts Payable Section.

<u>Payment</u>: 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.

Additional Units on RFB Award: The City/Borough may from time to time request additional units above the amount stated in the RFB realizing that additional orders constituting more than 25% of the amount stated in the RFB would be with the concurrence of the contractor.

**Continuing Obligation of Contractor:** Not withstanding 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.

<u>Collusion Among Bidders</u>: 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.

<u>Lowest Qualified Bidder</u>: The lowest qualified bidder will be considered for award. A qualified bidder is a vendor submitting the lowest responsive and responsible bid. A responsive bid conforms in all material respects to the requirements stated in the RFB. A responsible bidder has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

Rejection of Bids: A bid may be rejected and considered non-responsive for, including but not limited to, the following reasons:

- 1. If the Bid is on a form other than that furnished by the City, or if the Bid is improperly signed;
- If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award.

- 3. If there are unauthorized additions or irregularities of any kind which may make the Bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the City's RFB;
- 4. If the Bidder omits a price on any item or items on which pricing is required;
- 5. If the Bid contains any excessively unbalanced unit prices (either above or below a reasonable price) to the potential detriment of the City;
- 6. If the Bidder fails to furnish an acceptable bid guaranty; or
- 7. If the Bidder has not acknowledged receipt of each Addendum.

A Bidder may be considered not responsible if he/she has previously failed to perform properly or to complete a contract as specified either with the City or another government agency.

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

Right to Waive: The City may waive any informality or minor irregularity 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 <a href="www.juneau.org/finance/current">www.juneau.org/finance/current</a> purchasing code.php. 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 administered 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 <a href="https://www.juneau.org/finance/current">www.juneau.org/finance/current</a> purchasing code.php

<u>Juneau Business Sales and Personal Property Tax</u>: 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. Vendors/merchants 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 bid 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.

<u>Vendor Name Change</u>: 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 from this RFB may not be assigned in whole or in part without the prior written consent of the City's Purchasing Division.

<u>Precedence</u>: The general terms and conditions apply and are standard to the City's Purchasing Division for this purchase. Other specific terms and conditions may be provided in the specifications, of this RFB. In the event of a conflict between the general terms and conditions and the specifications, the specifications shall take precedence.

### PART "B"

### **TECHNICAL SPECIFICATIONS**

#### **TECHNICAL SPECIFICATIONS**

**FABRIC**: Sunbrella solution-dyed acrylic fabric or City Approved Equal.

**Durability**: Approximately 9 ounces or greater fabric weight per square yard.

Weather resistant

**Color Fastness**: Fade resistant

**Colors:** Color information will be provided in CMYK color space at the time of

Notice of Award.

### **DESIGN AND CONSTRUCTION:**

<u>Size</u>: The overall size of each finished banner shall be 24" wide x 57.5" high. Banner layout indicating grommet location and spacing and seam location and spacing is attached. The artwork will be provided upon award in an Adobe Illustrator file. However, a pdf of the six designs is attached. A color coded diagram will also be given to the contractor at this time.

<u>The art image</u>, as shown on the banner design drawing, shall be on one layer of material with the full image visible on the reverse side. <u>NOTE</u>: All designs for banners under this contract are exclusive to the City as per agreements with participating artists and as such <u>shall not be used by bidder for any other purpose</u>.

<u>Construction</u>: A continuous zig zag topstitch of a minimum of 12 stitches per inch shall be used to appliqué fabric pieces to both sides of the banner base fabric. All hems and edges shall be constructed with two (2) inches of fabric turned three (3) times. Side edges shall be constructed with one-half (1/2) inch of fabric turned two (2) times. The appliqué process shall be used in the fabrication of the banners. Other processes may be proposed and will be considered if enough detail is given to show quality and durability.

<u>Thread</u> used in the fabrication shall be outdoor quality for strength and durability in all weather conditions. Thread colors shall be black in the appliqué process as outlined and for additional detail work. For hems and edges thread colors shall be a common or neutral color to blend with all fabrics that come to the edge of the banner.

### **BANNER ATTACHMENT HARDWARE**

<u>Grommets</u>: shall consist of #3 brass spur grommets. Minimum grommet size, after setting, shall be no less than 11.5 millimeters. A total of three such grommets shall be used per banner, two at the top and one at the bottom, as indicated in the Banner Grommet and Seam Layout drawing – Attachment 1. Center of grommet hole shall be 1.25" from top and side edges.

Cable ties: Cable ties are not needed.

**SAMPLES SHOWING QUALITY OF WORK**: Cloth samples showing the quality and details of banner fabrication shall be submitted with the bid. At least one 12"x12" sample with at least one edge seam and showing two or more colors is required as part of the bid package.

**PROOFS**: Proofs as described under "Delivery" in Part A – Information to Bidders shall be sent to the Engineering Department, City and Borough of Juneau, 155 S. Seward Street, Juneau, AK 99801, Attn. Michele Elfers.

### **ATTACHMENTS:**

- ➤ Attachment 1 Banner Grommet and Seam Layout
- ➤ Attachment 2 Banner Art

### **BID SCHEDULE**

Provided that bid prices and funding allow, the following items will be purchased upon award.

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	8	Design A, Seal	\$	\$
2.	8	Design B, Crab	\$	\$
3.	8	Design C, Halibut	\$	\$
4.	8	Design D, Heron	\$	\$
5.	8	Design E, Orca	\$	\$
6.	8	Design F, Sockeye	\$	\$
	1	ı	1	
	TOTAL: \$			

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

Addenda No.	Date Issued	Addenda No.	Date Issued
Company Name	Autho	rized Signature	Date

#### **BID SIGNATURE PAGE**

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.

Dated:	Bidder:	
		(Company Name)
	By:	
	, <u>——</u>	(Signature)
	Printed Name	e:
	Title:	
Telephone No.:	Address:	
		(Street or P.O. Box)
Fax No.:		
		(City/State and Zip Code)

TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE BID OPENING:

> Completed Bid Schedule (includes Addenda receipt statement)

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

- > Signed Bid Signature Page
- Variance Sheet
- Fabric Samples as described in the Technical Specifications

### **VARIANCE SHEET**

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•	a you snow a variance, note in detail, er to the specific item and explain how variances may be grounds to reject the te "No Variance".

This page must be submitted with the Bid. Bidders are encouraged to have any proposed variances pre-approved. Variances submitted in advance of the Deadline for Bids should be sent electronically to <u>contracts@ci.juneau.ak.us</u>.

<u>Conforms/Varies:</u> Bidders shall offer item(s) which meet the Technical Specifications. If a bidder requests a variance to the specified item(s), it is the responsibility of the bidder to describe their proposed item/variance <u>in detail</u> on the attached <u>Variance/Equivalent Page</u>. Bidders shall indicate item number, and state what effect their variance will have. The <u>Variance/Equivalent Page</u> must be submitted with your quote. Failure to describe variances may be grounds to reject the bid as non-responsive.

<u>City approved product equivalent</u>: When a specific brand/model and the words or City Approved Equivalent is specified, the intention is to indicate and guarantee a quality level, but not to limit offers of other brands/models. If a bidder requests approval for an equivalent to the brand/model specified, the bidder must provide justification on attached Variance/Equivalent Page and submit the page with their bid. Bidders shall justify how the brand/model offered meets or exceeds the quality level of the brand/model specified. The City may request additional literature or information from the bidder. The information is to be provided within 72 hours upon request. Failure of the bidder to provide requested information within the specified time, or failure to justify the quality level of the brand/model offered will be grounds to reject the bid as non-responsive.