



The City and Borough of Juneau
Engineering Department

REQUEST FOR BIDS

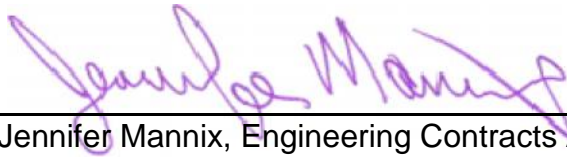
RFB No. E13-252

EED No. DR10-101

GASTINEAU ELEMENTARY SCHOOL RUBBER FALL PROTECTION SURFACING

Disadvantaged Business Enterprises are encouraged to respond.

Date of Issue: 3-20-13

Issued by: 
Jennifer Mannix, Engineering Contracts Administrator

**GASTINEAU ELEMENTARY SCHOOL
RUBBER FALL PROTECTION SURFACING**

SCOPE AND INTENT: This Request for Bid is to supply shredded rubber fall protection surfacing for Gastineau Elementary School. The material shall comply with the attached specifications. The material shall be delivered FOB Destination: Gastineau Elementary School, 1507 3rd Street, Douglas Alaska, 99824. Delivery shall occur between July 12 and July 26, 2013.

DEADLINE FOR BIDS: Sealed bids will be received until 2:00 p.m., Alaska Time on April 12, 2013, or such later time as announced by addendum to plan holders at any time prior to the deadline. 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.

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 or courier 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.

IMPORTANT --	NOTICE TO BIDDER/PROPOSER																		
<p>To submit your bid/proposal:</p> <ol style="list-style-type: none"> 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	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;"> BID NUMBER: E13-252 </td> <td style="width: 20%; text-align: center; vertical-align: middle;">B</td> </tr> <tr> <td> SUBJECT: Gastineau Elementary School Rubber Fall Protection Surfacing </td> <td style="text-align: center; vertical-align: middle;">I</td> </tr> <tr> <td> DEADLINE DATE 2:00 P.M. ALASKA TIME: </td> <td style="text-align: center; vertical-align: middle;">D</td> </tr> <tr> <td> </td> <td style="text-align: center; vertical-align: middle;">P</td> </tr> <tr> <td> </td> <td style="text-align: center; vertical-align: middle;">R</td> </tr> <tr> <td> </td> <td style="text-align: center; vertical-align: middle;">O</td> </tr> <tr> <td> </td> <td style="text-align: center; vertical-align: middle;">S</td> </tr> <tr> <td> </td> <td style="text-align: center; vertical-align: middle;">A</td> </tr> <tr> <td> </td> <td style="text-align: center; vertical-align: middle;">L</td> </tr> </table>	BID NUMBER: E13-252	B	SUBJECT: Gastineau Elementary School Rubber Fall Protection Surfacing	I	DEADLINE DATE 2:00 P.M. ALASKA TIME:	D		P		R		O		S		A		L
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INFORMATION TO BIDDERS

Acceptance: Failure of the rubber fall protection surfacing to meet the required specifications or to operate properly in any way will require replacement or repair 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 Contractor warranty will continue to apply from the date of acceptance.

Addenda: Each bidder shall acknowledge receipt of all addenda issued in the space provided on the Bid and Signature Page. 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.

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 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 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.

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 Contractor: Notwithstanding the expiration date of a contract resulting from this RFB, 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 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 Engineering: 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 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.

Delivery Date: Delivery of the fall protection surfacing shall be F.O.B. Gastineau Elementary School at the location indicated in the Summary of Work, Section 3.1 – Delivery.

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.

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 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.

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 Purchasing 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 Purchasing Division prior to deadline.

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.

This project is funded with Alaska Department of Education and Early Development funds; per 4 AAC 31.080 (c), the written Bid protest shall be filed within 10 Calendar Days after the Notice of Intended Award of the contract has been issued. The written protest shall, at a minimum, contain the following:

- the name, address and telephone number of the interested party filing the protest;
- the signature of the interested party;
- identification of the proposed award at issue;
- statement of legal or factual ground for protest;
- copies of all relevant documents;
- protest fee.

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.

Fuel Surcharge: The Bidder can be **reimbursed for fuel surcharges** that may be incurred for shipment between Seattle and Juneau. In the event the bidder incurs a fuel charge in addition

to actual freight charges for the item(s) purchased, the bidder is allowed to add the actual cost of the fuel charge to the billing invoice as follows:

The Bidder **must** provide a copy of the original bill of lading or the freight invoice for the items shipped. It **must** reflect the freight charges, and identify any fuel surcharge as a separate line item. The fuel surcharge only can be added as a separate line item on the Bidder's billing invoice.

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: The Contractor agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Contractor's performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and may be waived where the Contractor 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 the 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 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.

Modification of Bid: Any bidder may modify a bid in person, by mail, telegram, or facsimile (907-586-4561) at any time prior to the deadline, provided that such modification is received by the Purchasing Division prior to the deadline. 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.

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.

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.

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.

Postponement of Opening: Sealed bids 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 RFB.

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 Summary of Work section, of this RFB. In the event of a conflict, the Summary of Work 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.

Questions/Bidder Contact: The City Engineering Department will be the sole point of contact for any and all issues pertaining to this procurement. The following person is the specific point of contact at the City Engineering Department:

Jennifer Mannix
Engineering Contracts Administrator
City and Borough of Juneau
155 South Seward Street
Juneau, Alaska 99801
jennifer_mannix@ci.juneau.ak.us
Phone (907) 586-0873
FAX (907) 586-4530

Bidders shall provide the name, address, fax number and telephone number of an individual in their organization to whom notices and inquiries from the City should be directed.

Changes to the documents by the City 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.

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 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 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.

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.

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.

ACRONYMS

ADA	Americans with Disabilities Act
ASTM	American Society for Testing and Materials
CPSC	Consumer Product Safety Commission
HIC	Head Injury Criteria
IPEMA	International Play Equipment Manufacturers Association
RFB	Request for Bid

SUMMARY OF WORK

PART 1 - GENERAL

1.1 PERFORMANCE REQUIREMENTS

- A. **Safety:** Fall protection surfacing within playground equipment use zones shall meet or exceed the performance requirements of CPSC and ASTM F 1292-04 that the surface yields both a peak deceleration of no more than 200 g's and a Head Injury Criteria (HIC) value of no more than 1000 for a head-first fall from at least a 10-foot fall height.
- B. **The Material:** The fall protection surfacing shall be made of clean, shredded recycled rubber and comply with the following requirements:
1. Composition: Mixture of crumb rubber and rubber buffings with minimum 40% 3/8+” crumb rubber. 100% crumb rubber is acceptable if it meets all other performance criteria.
 2. Crumb Rubber Dimensions: 98% 3/8+” by 3/8+” cubed rubber nugget.
 3. Rubber Buffing Dimensions: 98% 3+” long by 5/8+” wide by 1/8+” deep.
 4. Free Metal Content: <.01% (Wire Free) ASTM 5603
 5. Moisture Absorption: 0% maximum by weight
 6. Moisture Content: < 1% by weight, ASTM 1509.
 7. Accessibility: ADA Wheel Chair Accessible per ASTM F1951-04b
 8. Flammability: Fire Stable meeting requirements of ASTM D2859 flammability test.
 9. Toxicity: Non-Toxic and may not produce toxic leachate.
 10. ASTM F1292-04 Certification
 11. IPEMA Certified: Certification of compliance with ASTM F1292-04 for a head-first fall from ten (10) feet into six (6) inch depth of fall protection surfacing.
 12. Color Fast: Minimum 8 year warranty against total color loss.
 13. Anti-Fungal
- C. **Independent Laboratory Certification:** The BIDDER shall provide the impact attenuation performance certification of the fall protection surfacing from an IPEMA certified independent testing laboratory.

1.2 BIDDER SUBMITTALS

- A. Three (3) copies of BIDDER submittals shall be provided for evaluation.
- B. Toxicity Data and other product data demonstrating compliance with material performance requirements.
- C. Manufacturer's descriptive data and installation instructions, including required depth for specified fall protection, cleaning and preventative maintenance instructions.

- D. Statement signed by an official authorized to certify on behalf of the manufacturer of the fall protection surfacing that the surfacing meets the requirements of ASTM F 1292-04 for a head-first fall from ten (10) feet into six (6) inch depth of fall protection surfacing. The statement shall provide the name, address and telephone number of the testing company, the date of the test, and the test results.
- E. Statement signed by an official authorized to certify on behalf of the manufacturer of the fall protection surfacing that the surfacing meets the requirements for ADA Wheel Chair Accessibility per ASTM F1951-04b. The statement shall provide the name, address and telephone number of the testing company, the date of the test, and the test results.
- F. Three (3) copies of color charts displaying manufacturer's color selections and finishes, and identifying those colors and finishes proposed for use.
- G. Sample of fall protection surfacing proposed for this project. (minimum of 1 quart)
- H. Warranty: 8 year warranty from date of purchase against total color loss.

PART 2 - PRODUCTS

2.1 FALL PROTECTION SURFACING

- A. The color of the product shall be earth-tone red or brown selected from the Manufacturer's standard colors. No Black.
- B. Allowable products that may be used:
 - 1. Fall protection surfacing meeting the requirements of section "1.1 Performance Requirements"

PART 3 - EXECUTION

3.1 DELIVERY

- A. Material shall be delivered in 1,950 - 2,000 lb bulk bags.
- B. Delivery shall be coordinated with OWNER. Delivery shall be FOB Destination: Gastineau Elementary School, 1507 3rd Street, Douglas Alaska, 99824. Delivery shall occur between July 12 and July 26, 2013.
- C. Container vans used for delivery may be required to be at the delivery site for up to two weeks from time of delivery prior to unloading.

- D. There are two barge lines that transport materials to Juneau. Each offers a reduced shipping rate for CBJ projects. In order to obtain the reduced rate, bidders are encouraged to use the contact information listed below:

Susan A. Ashton
Alaska Marine Lines- Juneau
800-585-6102 (Toll free Alaska & Canada)
907-463-9331 (Direct)
907-463-9300 (Fax)
ashton@lynden.com

Nelson Bjork
Northland Services, Inc.
907-321-0530
1-800-888-9821 ext 5105
nbjork@northlandservices.com

BID AND SIGNATURE PAGE

**GASTINEAU ELEMENTARY SCHOOL RUBBER FALL PROTECTION SURFACING
E13-252**

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
Rubber fall protection surfacing per BID E13-252 Specifications	CF	6100	\$	\$