

CITY AND BOROUGH OF JUNEAU (CBJ) REQUEST for QUOTES (RFQ)

Trailhead Information Kiosks RFQ No. E14-227

QUOTES ARE DUE PRIOR TO 2:00 p.m., May 15, 2014

RESPONDING TO THIS REQUEST FOR QUOTES. Quotes may be hand-delivered, or faxed, to the attention of Janet Sanbei, CBJ Engineering, Contracts Office, 3rd Floor, Marine View Center at 230 South Franklin Street. The Engineering Department Contracts Division fax number is 907-586-4530. Emailed quotes will be accepted if they are emailed to contracts@ci.juneau.ak.us, received and printed prior to the deadline stated above. It is strongly recommended that Bidders call (907) 586-0490 to confirm receipt of faxed or emailed quotes.

SCOPE OF WORK. The Contractor shall provide all labor and equipment, and perform all Work to construct and install 15 informational kiosks at trailheads around Juneau. Materials for the kiosks will be provided by the City & Borough of Juneau.

Perform necessary site preparation, construct, and install 15 kiosks located at:

- Dupont Trail, Treadwell Ditch Trail, Gastineau Meadows Trail, Treadwell Historic District Trail, Fish Creek Park, Rainforest Trail, Outer Point Trail, Under Thunder Pathway, Brotherhood Bridge (Kaxdigoowu Heen Dei) Trail, Heintzelman Ridge (Thunder Mtn.) Trail, Switzer-Marriott Trail, Airport Dike Trail, Auke Lake Trail, Point Lena Trial, and the Boy Scout Beach Trail. CBJ Parks & Recreation department must be consulted for final location of kiosks. CBJ Parks & Recreation will need at least a 24 hour notice to inspect sign locations before installation.
- The attached building materials list shows all material that CBJ has procured for the project. The attached shelter design is a basic template to use as reference as the kiosks are constructed (note that no stone work is being done as part of this project).

Maintain Access/Required Permits

The Contractor shall keep an area adjacent to the shelter available and accessible to visitors during construction.

All Work shall be in accordance with the CBJ Standard Details, 4th Edition, August 2011 and the Standard Specifications for Civil Engineering Projects and Subdivision Improvements, December 2003 Edition, and current errata, unless otherwise indicated in this RFQ document.

LOCATION OF THE PROJECT. The Project is located at various trails throughout Juneau, Alaska and vicinity.

COMPLETION TIME FOR THE WORK. The Contractor shall have until June 30, 2014, to complete all work.

SITE INSPECTION. Bidders are encouraged to visit the Project sites prior to submitting a bid for this Work. Failure to visit the sites shall in no way relieve the Contractor of its responsibility to perform the Work in compliance with the terms and specifications of this Contract.

QUALITY OF WORK. The Contractor shall employ workers and craftspeople qualified in the necessary trades. All Work shall conform to the drawings and specifications, industry standards and practices, and the manufacturer's requirements. The Contractor shall be responsible for the supervision and control of all Work; the safety of the workers; and assurance that the quality of Work and character of workers conform to all applicable laws and regulations.

QUALIFICATIONS. By submitting a quote the Contractor warrants that it is qualified to perform the Work described in accordance with all applicable codes, standards, and regulations. The Contractor shall, upon request by the CBJ, provide all documentation showing the Contractor's qualifications and/or registrations necessary for completion of the Project.

QUOTES. A Quote for the Work will not be accepted from a Contractor who does not hold a valid Alaska Business License and a valid Contractor's license in Alaska (applicable to the type of Work bid upon) at the time of opening Bids. **The CBJ's procurement code requires that Request for Quotes be used for projects estimated to not exceed \$50,000.00 in total cost.** If a quote is submitted for an amount exceeding \$50,000.00, it shall be considered non-responsive.

AWARD. Award of this Quote, if it is awarded, will be on the basis of materials and equipment described in these RFQ documents and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed.

CONTRACTOR'S RESPONSIBILITIES. The Contractor shall designate a Construction Superintendent, or designee, who shall serve as the Contractor's point of contact and be in full charge of the Work, ensuring that construction is performed in a safe and professional manner. Unless otherwise approved in writing by the Owner's Project Representative, the Construction Superintendent shall acknowledge and accept, on behalf of the Contractor, all written change orders, directives, approval, or rejection notices.

The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related thereto. The Contractor shall conduct all Work in such a manner as to protect CBJ resources.

The Contractor shall comply with all applicable laws, regulations, codes, and ordinances. In addition, the Contractor shall obtain applicable licenses and permits, unless directed otherwise; provide supervision, labor, tools and new materials, unless directed otherwise.

SUBCONTRACTING. If this project will have subcontractors, the Contractor shall submit a list of Subcontractors who will be working on the project (form attached to the end of this RFQ), and to comply with Alaska Department of Labor Wage and Hour requirements and the Alaska Employment Security Act. The Employment Security Tax Clearance form will be issued with the Notice to Proceed.

CANCELLATION. The CBJ, as Owner, reserves the sole right to cancel this Contract, in whole or in part, immediately, in the event of the Contractor's failure to perform the Work in conformance with these Contract Documents.

CONTRACT ADMINISTRATION AND ACCEPTANCE. The CBJ, through its authorized representative, will perform the Contract Administration and Inspection for this Work. The CBJ reserves the right to determine the acceptability of the finished Project. Should the Contractor fail to meet the required specifications, the Contractor shall immediately complete the Project as specified, at no additional cost to the CBJ.

COMPENSATION. The Contractor shall be paid on a lump sum basis upon satisfactory completion and acceptance of the Work by the CBJ and notification by the State Department of Labor that the Contractor has complied with its requirements.

LIABILITY AND INSURANCE REQUIREMENTS.

<u>Liability</u>. The Contractor shall hold and save the CBJ, its officers, agents, and employees harmless from liability of any nature. This includes any costs, expenses, suits or damages of any kind sustained by any person(s) or property by any virtue of performance resulting from the Project, unless arising from carelessness or negligence by the CBJ, which will be apportioned on a comparative fault basis.

Insurance Requirements. The Contractor shall provide evidence of insurance with a carrier or carriers satisfactory to the CBJ, covering injury to persons and/or property suffered by the CBJ or a third party, as a result of operations under this contract by the Contractor or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the Contractor and the employees of any Subcontractor engaged in Work under this contract. The delivery to the CBJ of a written 30-day notice is required before cancellation of any coverage of reduction in any limits of liability. Insurance carriers providing coverage shall have an A.M. Best rating of at least A-VII. The Contractor shall maintain in force at all time, during the performance of Work under this contract, the following policies of insurance. "The CBJ shall be named as additional insured for any and all work performed for the CBJ." (Additional insured requirements not required for Worker's Compensation coverage.) Proof of this insurance is required before the final bid award.

- 1. Workers' Compensation Insurance. The Contractor, if subject to the provisions of the Alaska Workers' Compensation Act (AS 23.30), will provide the CBJ and the State of Alaska with proof, furnished by the insurance carrier, of current coverage for workers compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certification of self-insurance by the Alaska Workers' Compensation Board. The Contractor further acknowledges and agrees that in the event it fails to maintain proper Workers' Compensation coverage, the State will implement the provisions of AS 23.30.045 8 and CBJ, at its option, may terminate this agreement for cause without liability.
 - a. Employers Liability

Bodily Injury by Accident: \$100,000.00 Each Accident
Bodily Injury by Disease: \$100,000.00 Each Employee
Bodily Injury by Disease: \$500,000.00 Policy Limit

b. The Contractor agrees to waive all rights of subrogation against the Owner for Work performed under the contract.

- c. If the Contractor directly utilizes labor outside of the State of Alaska in the prosecution of the Work, "Other States" endorsement shall be required as a condition of the contract.
- Commercial General Liability Insurance. Such insurance shall cover all operations by, or on behalf of, the Contractor providing insurance for bodily injury and property damage liability including coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The minimum limits of liability shall be:

\$1,000,000 each occurrence for General Liability and Products/Completed Operations;

\$1,000,000 for Personal Injury Liability;

\$2,000,000 Aggregate for Products-Completed Operations;

\$2,000,000 General Aggregate.

3. <u>Business Automobile Insurance</u>.

\$1,000,000 per accident, combined single limit, covering owned, non-owned and hired automobiles.

The City and Borough of Juneau shall be named as an "Additional Insured" under all liability coverages listed above.

TITLE 36 (Little Davis-Bacon) REQUIREMENTS. If your quote exceeds \$25,000.00 and you subcontract or employ anyone to perform any of the Work, the following will apply:

State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this contract by reference.

The CONTRACTOR is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations.

Correspondence regarding Title 36 requirements may be submitted electronically or paper copies can be submitted by mail. To submit Title 36 documents electronically, go to https://myalaska.state.ak.us/home/app. If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to Jennifer Mannix at the email address below. If Contractor elects to submit paper copies, they should be submitted to the physical addresses below.

Within 10 Days of "Notice of Award/Notice to Proceed" make a list of <u>all</u> Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send this list to the Wage and Hour Section (contact information below).

Certified Payrolls must be submitted every two weeks. Before the second Friday, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. Indicate "Start" on your first payroll, and "Final" on your last payroll for this Project.

As part of the **final payment request package**, CONTRACTOR must submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" form signed by ADOL personnel.

Contact Information:

Wage and Hour Section

State of Alaska
Department of Labor and Workforce Development
Labor Standards and Safety Division and
Wage and Hour Administration
P.O. Box 11149
Juneau, AK 99811-1149
907-465-4842
http://labor.state.ak.us/lss/home.htm

Greg Smith, Contract Administrator

City and Borough of Juneau 155 S. Seward Street Juneau, AK 99801 (907) 586-0873 greg_smith@ci.juneau.ak.us

If you need additional information, contact the State of Alaska, Department of Labor at 465-4842.

QUESTIONS CONCERNING THE WORK. Contact Skye Stekoll, Project Manager at 907-586-0887, or email: skye_stekoll@ci.juneau.ak.us.

FINAL PAYMENT. Prior to final payment of the final 5% of this contract, the Contractor must submit the following documents:

- Employment Security Tax Clearance for the Contractor and each Subcontractor from Alaska Department of Labor, Juneau Field Tax Office – (form to be provided with Notice to Proceed)
- 2. Compliance Certificate and Release Form (form to be provided with Notice to Proceed)
- 3. Approved Notice of Completion of Public Works (from DOL) if project exceeds \$25,000.

AS-BUILT PLANS. This request for bids may include a portion of an as-built plan. As-built plans are prepared from the best available information; however, the plans may not reflect actual utility locations. The CBJ is not responsible for costs incurred by the Contractor due to any discrepancy in the as-built plans.

Appendix 2 – Schematic Drawings of Kiosks ADDITIONAL DOCUMENTS

CBJ Provided Materials List for Each Kiosk Trail Head Kiosk Locations Map

BID AND SIGNATURE PAGE

RFQ E14-227 Trailhead Information Kiosks

Dated:		Bidder:	(Compa	ny Name)	
		Ву:	(Signatu	,	
		Printed Na	ıme:		
		Title:			
Telephone No.:		Address:	(Street	or P.O. Box)	
Fax No.:			(City/Sta	ate and Zip Cod	<u>e)</u>
The Contractor shall the Scope of Work.	orovide all labor, equi	pment, mate	erials and pe	form all Work as	described in
COMPLETION TIME complete all Work as		he Contract	or shall have	e until Decembe	r 14, 2012, to
Bidder has examine which is hereby ackr					
below. Failure to					
non-responsive and	may cause its rejec	tion.			
Addenda No.	Date Issued	Adder	nda No.	Date Issued	t
·		·	·		

TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE DATE AND TIME QUOTES ARE DUE:

- > Signed Bid and Signature Page, (includes Addenda receipt statement)
- > Completed Bid Schedule

BID SCHEDULE

BASE BID

				UNIT P	RICE	AMOU	NT
ITEM NO.	BID ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	DOLLARS	CENTS	DOLLARS	CENTS
Item 1	Construct 15 kiosks according to plans with materials supplied by City & Borough of Juneau at 15	Lump Sum	All Req'd	Lump	Sum		

Total Bid	\$	
Company Name		

Standard Terms and Conditions

Examination of Quote Documents: Each bidder shall thoroughly examine and be familiar with all the documents and any addenda to those documents. The submission of an Quote 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 Quote 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 Quote will not serve as a basis for a claim for additional compensation.

Interpretation of Quote Documents: Comments concerning defects, questionable or objectionable material and requests for interpretation must be made in writing and received by the CBJ Engineering Department. Contracts Office. lf required. amendments to the Quote documents will be in the form of an addenda and, when issued, will be sent as promptly as is practical to all parties to whom the RFQ documents have been issued. addenda shall become part of the contract. Request must be sent to the CBJ Engineering Department, Contracts Office, 155 South Seward Street, Juneau, Alaska 99801.

<u>Preparation of Quote:</u> Quote must be submitted on the RFQ forms provided, or copies thereof, and be completed in all respects as required by the RFQ documents. Each Quote shall include all information requested, and be manually signed in ink.

Addenda: Each Quote shall include acknowledgment in the space provided (Item 2), in the RFQ form, receipt of all addenda issued during the bidding period. Failure to acknowledge all addenda may result in the proposal being rejected as not responsive. It shall be the bidder's responsibility to inquire about addenda issued.

<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 CBJ Engineering Department, the **low bidder** shall submit resumes, documentation or information explaining, illustrating, or demonstrating the experience of the firm, and its key personnel who will be assigned to this contract.

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 is provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

Quote Prices: The bid prices shall include everything necessary for the fulfillment of the contract, including, but not limited to, furnishing all materials, equipment and labor, except as may be provided otherwise in the contract documents. Price bid must be in U.S. Funds.

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.

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

<u>Firm Offer</u>: For the purpose of award, offers made in accordance with this RFQ must be held firm for a period of ninety (90) days from the date of RFQ opening.

Contract Extensions: Unless otherwise provided in the RFQ, the CBJ and successful bidder/Contractor agrees: (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.

<u>Default</u>: In case of default by the Contractor, for any reason whatsoever, the CBJ 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>Billing Instructions</u>: Except as specifically allowed under the RFQ, invoices must be billed to the Engineering Department, 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 RFQ have been met.

Equal Employment Opportunity: The CBJ is an affirmative action purchaser and encourages small and disadvantaged businesses to submit bids.

Rejection of Quotes: The CBJ reserves the right to reject any or all bids and to determine which bid, if any, should be accepted in the best interest of the CBJ. The CBJ reserves the right to waive any Informality in a quote.

Fax/Email Disclaimer: It is the responsibility of the bidder to respond in a timely manner. Bidders' use of a facsimile machine or email shall be at bidders' sole risk. The CBJ will attempt to keep its facsimile machine and email system 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 technical issue arising from bidders' use of a facsimile machine or email, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid before the submittal deadline. Bidders are therefore strongly encouraged to confirm receipt of their bid with the CBJ prior to submittal deadline.

INDEMNIFICATION: 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 the Contractor's performance 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. 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.

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. 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: 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.

RESPONSIBLE BIDDER. Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. A responsible Bidder is one who is considered to be capable of performing the WORK.

NON-RESPONSIVE BIDS. Only responsive Bids will be considered. Bids may be considered non-responsive and may be rejected. Some of the reasons a Bid may be rejected for being non-responsive are:

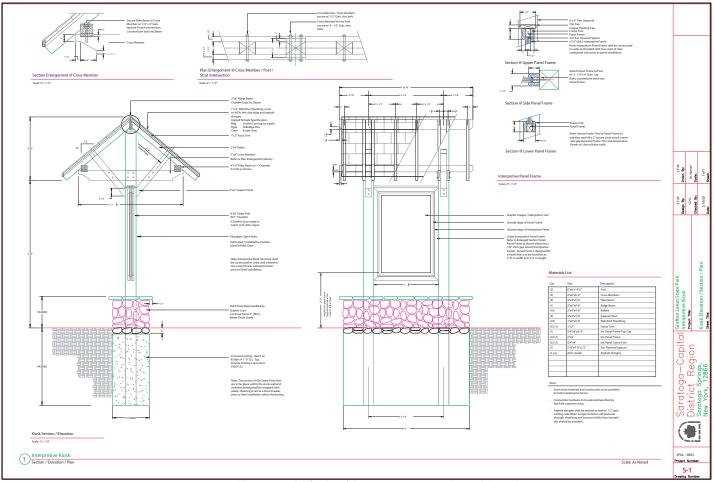
- If a Bid is received after the Deadline for Bids.
- If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the OWNER's Bid document.
- ➤ If the Bid does not contain a Unit Price for each pay item listed, except in the case of authorized alternate pay items.
- If the Bidder has not acknowledged receipt of each Addendum.
- If any of the Unit Prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.

LIST OF SUBCONTRACTORS (AS 36.30.115)

RFQ No. E14-227 Trailhead Information Kiosks

	SUBCONTRACTOR ADDRESS	¹ AK Contractor License No. 2 AK Business	¹ _Contact Name 2 Phone Number		Contract Amount	DBE?
1.		2			_ \$	_
2.		2			_ \$	
3.		1 2			_ \$	
4.		2			_ \$	_
	ertify that the above listed oplicable, were valid at the			ACTOR Re	egistration(s), i	f
C	ONTRACTOR, Authorized	d Signature	_			
C	ONTRACTOR, Printed Na	ame	_			

APPENDIX 2: SCHEMATIC DRAWINGS OF KIOSKS



Two-panel kiosk with stone masonry base (above).

CBJ PROVIDED MATERIALS LIST for EACH KIOSK

QTY	SIZE	DESCRIPTION		
2	6"x 6"x 14'-0"	Post - Pressure Treated		
4 2"x 6" x 6'-0"		Cross Members - Pressure Treated		
2	4" x 4" x 6'-6"	Plate Beam - Pressure Treated		
1	2" x 6" x 6'-6"	Ridge Beam - Pressure Treated		
16	2" x 4" x 4'-6"	Rafters - Pressure Treated		
4	4" x 4" x 3'-0"	Support Strut - Pressure Treated		
18	1" x 6" x 6'-6"	T&G Roof Sheathing		
32 LF	1" x 2"	Fascia Trim - Clear Cedar		
1	5/4" x 6" x 6'-0"	Interior Panel Frame Top Cap - Cedar		
16 LF	2" x 4"	Interior Panel Frame - Cedar		
32 LF	5/4" x 4"	Interior Panel Frame Trim - Cedar		
1	2'-8" x 4'-0" x 1/2"	Exterior Plywood (spacer) - Pressure Treated		
80 SF	Installed Area	40-lb. Roofing Felt		
80 SF	Installed Area	Heavy-Duty Architectural Grade Asphalt Roof Shingles - Color Charcoal		
7 LF	Installed Length	Asphalt Ridge Shingles - Match Roof Shingles		
2	7'	Prefinished Galvanized Steel Drip Edge - Minimum 24 Gage		
2	18" x 36"	Sonotubes		

