



**City of Gustavus, Alaska**  
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**Project: RFQ FY23-13**

**Public Library Bike Shelter  
Request for Quotation**

**THIS IS NOT AN ORDER**

**COVER SHEET**

Important Dates:

**Issue Date: February 3, 2023**

**Bid Submittal Due: February 28, 2023**

Deliver to: Gustavus City Hall  
By: 9:00 a.m.

**Bid Opening: February 28, 2023**

Location: Gustavus City Hall  
Time: 9:00 a.m.

Please provide quotes to furnish the material and construction of the City of Gustavus Public Library Bike Shelter. The attached terms and conditions shall become part of any contract resulting from this Invitation for Bid. RFQ must be received at the location and by the date and time shown above. Bids shall be submitted on the forms furnished and must include original signatures.

The work to be bid is the work required to construct the Bike Shelter as described in the attached drawing set from PND Engineers, dated 12/14/2022, and the site plan drawing dated 1/31/2023. The bid shall include the cost of the materials and labor for the concrete, timber framing, and roofing construction. The gravel pad will be completed before construction of the shelter begins. The Special Inspection requirement in the PND Structural General Notes will be the responsibility of the City Project Manager.

**THE PERIOD OF PERFORMANCE** for this work is from the date of award to June 15, 2023. Throughout the period, the contractor is responsible for keeping and submitting monthly work logs and billing records to the City Treasurer. In providing a signature on this cover sheet, the Bidder agrees to all Terms and Conditions of this RFQ.

Date of Bid \_\_\_\_\_

Business License # \_\_\_\_\_ Contractor's License Number # \_\_\_\_\_

Insurance Company \_\_\_\_\_ Policy Date \_\_\_\_\_ Provided ☐

Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ Physical Location \_\_\_\_\_

Cell or Business Phone # \_\_\_\_\_ Email \_\_\_\_\_

By \_\_\_\_\_  
Print Name Signature

## **GENERAL PROVISIONS**

### **INSTRUCTIONS TO BIDDER**

- Bidder must submit quotes for all bid schedule items listed.
- Bid Schedule sheets must be manually signed (original signature).
- Erasure or other changes made to the Bid Schedule sheets must be initialed by the person signing the bid. Note: "White Out" or other liquid correction methods must be initialed.
- The quotes must be sealed in an envelope with RFQ number, opening date, and contractor's name written on the outside of the envelope.
- Any response not meeting the requirements of the bidding documents shall be considered non-responsive.
- Offers made in accordance with the bidding documents must be good and firm for a period of ninety days from the date of bid opening unless otherwise noted.
- Bids will be received at the time and place stated in the bidding documents. It is the sole responsibility of the bidder to see that the bid is submitted on time. Any bid received after the scheduled opening time will not be considered, but will be held unopened. No responsibility will be attached to any officer for the premature opening of or failure to open a bid not properly addressed and identified.
- The City of Gustavus, hereinafter "City," may accept or reject any or all bids for good cause shown, to waive minor deviations from the specifications, and to waive any informality in bids received, when such acceptance, rejection, or waiver is in the best interest of the City. Informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible, and waiver of the informality does not grant the bidder a competitive advantage.
- The City may cancel the RFQ if such cancellation is in the best interest of the City.
- It is the responsibility of the bidder to obtain a current copy of all bid documents from the City Treasurer.
- If any Addenda are issued pertaining to the bidding documents and subject Addenda are not acknowledged, the bid will be considered non-responsive.

- Faxed transmittals will not be accepted unless specifically noted on the cover sheet and agreed to by the City Project Manager.
- Each bid shall be made on the form provided by the City or copy thereof and shall be signed by the bidder with signature in full.
- After depositing a bid, a bidder may withdraw, modify, or correct his bid, providing the City receives the request for such withdrawal, modification, or correction before the time set for opening bids. The original bid, as modified by such written communication will be considered as the bid. No bidder will be permitted to withdraw his bid after the time set for opening bids.
- The Contractor shall perform the duties specified in this solicitation. The Contractor understands that the City makes no representation that it will look exclusively to the Contractor for the type of goods or services requested. The Contractor will perform the duties under this agreement as an independent contract. The City assumes no responsibility for any interpretation or representations made by any of its officers or agents unless such interpretations or representations are made by Addenda.

#### **METHOD OF AWARD**

Award will be made to the lowest responsive, responsible bidder meeting all the requirements. In determining whether the lowest bidder is “responsible” the City Council shall consider:

- a. The price;
- b. Current General Contractor license and business license;
- c. Local bidder (proposer) preference;
- c. The experience, capacity, and skill of the bidder to perform the contract within the time and amount desired;
- d. The potential bidder’s reputation, honesty and integrity shown in the commission of previous City contracts;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract and the City;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract.

**Local Bidder (Proposer) Preference:** In accordance with City of Gustavus Code 4.17.190, a qualified responsible bidder who maintains an office within the City of Gustavus may be awarded the contract in preference if their bid does not exceed the lowest responsible bid by a non-local bidder by more than five percent.

When the award is given to other than the lowest bidder, a full and complete written statement of reasons will be delivered to the unsuccessful low bidder or bidders and filed with the other papers relating to the transaction.

The City Council may reject the bid of a bidder who is in arrears on taxes, permits, special assessments and/or any other monies that may be due the City or who failed to perform on a previous contract with the City.

### **PURCHASE ORDER/CONTRACT**

It is the intent of the City to use a purchase order and the bidding documents to establish the contractual relationship between the City and the lowest responsive, responsible bidder. The following conditions shall apply:

- a. The unilateral right of the City to order, in writing, temporary stopping of work or delaying performance that does not alter the scope of the contract;
- b. Liquidated damages;
- c. Termination of the contract for default;
- d. Termination of the contract in whole or in part for the convenience of the City.

### **CONTRACTOR LICENSE**

Contractor shall hold a current license as a General Contractor in the State of Alaska.

### **SUBCONTRACTING**

Subcontracting is permitted when authorized in writing by the City Project Manager. In the event that subcontracting is authorized, the general contractor is responsible to the City to verify insurance on all subcontractors and furnish copies of same to the City. All subcontractors must carry and show proof of the minimum limits of liability insurance.

### **INSURANCE**

The contractor must meet and have in place the insurance requirements listed below at all times during the period set out above.

### **INDEMNIFY AND HOLD HARMLESS**

The bidder shall defend and indemnify the City, its officers, agents, and employees, against any claims, loss, or damages arising from injury to person(s), damage to property, or economic loss, arising out of, in whole or in part, the bidder's performance or non-performance of its duties under this agreement and any defects in the goods and services provided by the bidder. This duty to defend and indemnify shall include responsibility for all damages, costs, and attorney fees. This obligation shall be continuing in nature and extend beyond the term of this agreement.

## **END OF GENERAL PROVISIONS**

### **GUSTAVUS PUBLIC LIBRARY BIKE SHELTER SUPPLEMENTAL CONDITIONS**

1. Some of the elements of the bid schedule may be subject to the provisions of Alaska Statutes Title 36. AS Title 36 provides for the payment of prevailing rates of pay on public construction or public works as published in the current *State of Alaska Department of Labor Wage and Hour Administration Pamphlet No. 600*, and requires weekly submission of certified payrolls.

Public construction or public works means the on-site field surveying, erection, rehabilitation, alteration, extensions or repair, including painting or redecorating of buildings, highways or other improvements to real property under contract for the state, a political subdivision of the state, or a regional school board.

It is the bidder's responsibility to study the elements of bid schedule and determine the applicability of provisions of AS Title 36. If you have questions regarding the applicability of Alaska Statute to the work to be performed, please contact the Department of Labor, Wage and Hour Administration, 1111 W 8th St, Juneau, AK, or call (907) 465-4842.

2. Bidders are encouraged to visit the premises to ascertain pertinent conditions, such as the area, location, accessibility, and general character of the premises. Bidders assume the risk that actual site conditions differ from the proposed contract documents or from those ordinarily encountered.
3. The Contractor shall supply knowledgeable and competent crafts persons, with tools and equipment, capable of doing the required work.
4. The City reserves the right to increase or decrease quantities to the limits of the available funding.
5. All work required under the Contract shall be completed in a timely manner. Failure to complete work in a timely manner shall be grounds for termination of this Contract. In case of default by the contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the contractor responsible for any resulting increase in cost or other remedies under law or equity.
6. Debarment or Suspension: The Gustavus City Council may debar (for a period of not more than three years) or suspend (for a period of not more than three months) a person for cause from consideration for award of contracts. The causes for debarment include but are not limited to:
  - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract, or
  - b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for debarment.
7. Contractor shall be responsible for any damage sustained by any and all parties affected by utility outages caused by Contractor unless it is determined said utilities do not meet PUC Standard installations i.e. bury depth, or setback requirements. The Contractor shall make all necessary efforts to prevent damage, i.e. the location of electrical or telephone wire, and shall make all necessary efforts to promptly repair and restore facilities or equipment damaged as a result of such outages.
8. All Contractors submitting a bid for this contract shall have and keep in effect an Alaska Business License, a City of Gustavus Business Permit, and an Alaska Contractors License. The Contractor shall be responsible for any additional licenses and/or permits required in the locality of the work. The City is responsible for all special permits such as ADF&G and Army Corp of Engineers permitting. The Contractor shall further be responsible for current licenses for all subcontractors and

suppliers, if allowed, as required by law, during the term of the Contract and provide proof thereof upon request. If proof of required licensure is not submitted to the City Treasurer within 10 days of bid closure, then bidder shall be determined to be non-responsive.

9. Gustavus City Engineer John Barry will serve as the City Project Manager with authority to approve work under this contract.

10. Other Goods and Services:

a. In addition to specifications included in this RFQ, other work relating to the Public Library Bike Shelter may be required to fulfill the scope of the agreement, and may be proposed by the Contractor or requested by the City Project Manager.

b. At the City Project Manager's discretion, the Contractor may be requested to provide a written quotation prior to the work and in such case shall proceed only upon written (or e-mailed) notice by the City Project Manager. The City Project Manager shall have the right to reject any such quotation and to independently contract with another party to perform the requested work.

c. After completion of the work, the Contractor shall provide to the City Project Manager all material invoices and receipts and a log of equipment and/or labor time for payment.

11. Billing and Payment: The contractor may submit billing at the end of the month for work completed during the month. The approved billing shall be paid within 30 days.

12. Convenience Termination: This contract may be terminated by: (A) mutual consent of the parties, (B) for the convenience of the City, provided that the City notifies the Contractor in writing of its intent to terminate under this paragraph at least 10 days prior to the effective date of the termination. (C) For cause, by either party where the other party fails in any material way to perform its obligations under this contract; provided, however, that as a condition of the exercise of its right of termination under this paragraph the terminating party shall notify the other party of its intent to terminate this contract and state with reasonable specificity the grounds therefore, and the defaulting party shall have filed within 30 days of receiving the notice to cure the default. (D) Termination pursuant to this section shall not affect the parties' continuing obligations under this contract and all other portions shall continue to be in full force and effect. The City shall pay the Contractor for all satisfactory work performed before notice of termination.

**END OF GUSTAVUS PUBLIC LIBRARY BIKE SHELTER ADDITION  
SUPPLEMENTAL CONDITIONS**

## **INSURANCE REQUIREMENTS**

During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated “Excellent” or “Superior” by A. M. Best Company or as specifically approved by the City Council.

Limits: The Contractor shall obtain insurance for not less than the following limits:

- Commercial general liability: coverage written on an occurrence basis with limits of not less than \$1,000,000 per occurrence;
- Comprehensive automobile liability: \$1,000,000 combined single limit;
- Workers’ compensation: \$100,000 each accident, \$500,000 disease--policy limit, and \$100,000 disease--each employee.

Automobile Liability Insurance: All autos, or all owned, non-owned, and hired automobiles must be insured when the Contractor is using them to do work under this Agreement. If the Contractor submits insurance covering only scheduled autos, then the Contractor must assure that any additional vehicles are insured before using them in the work under this contract.

Workers’ Compensation: Any employee of the Contractor must be covered by workers’ compensation insurance during the term of the Agreement. This policy must be endorsed with a waiver of subrogation in favor of the City. The Contractor is not required to provide a certificate of workers’ compensation insurance if the Contractor certifies in a manner acceptable to the City that the Contractor has no employees subject to the Act. The Contractor is not required to provide a certificate of workers’ compensation covering certain employees under the following circumstances:  
Corporations - If the executive officer claims an exemption, then the Contractor must provide a certificate of waiver for that officer from the Alaska Department of Labor;  
Sole Proprietors – The Contractor must sign a workers’ compensation release on a form provided by the City; Partnerships - Every partner must sign a workers’ compensation release on a form provided by the City.

Alternate Coverage: A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section.

Additional Insured: During the contract term, the Contractor shall add and maintain the City as an additional insured in the Contractor’s commercial general liability policy. This policy will provide primary coverage for the City, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.

Certificate of Insurance: Prior to commencing any work under this Agreement, the Contractor will provide a certificate of insurance in a form acceptable to the City showing that the Contractor has the required insurance coverage.

Cancellation: The Contractor must assure that the City receives notice if the Contractor’s insurance is going to be canceled, not renewed, or changed. The

certificate of insurance must say that the insurer will notify the City at least 30 days before the insurer cancels, refuses to renew, or materially changes the coverage.

Increased Coverage: If during the Agreement term the City requires higher limits of insurance than those listed in this section, and if the insurer increases the premium as a result of the higher limits of insurance, then the City will pay the Contractor the difference between the new and old premiums.

Subcontracting: The Contractor is responsible to the City to verify insurance on all subcontractors and furnish copies of it to the City upon request. All subcontractors must carry and show proof of the minimum limits of liability indicated above.

#### **END OF INSURANCE REQUIREMENTS**

## Bid Schedule

Construct Gustavus Public Library Bike Shelter per attached drawings and specifications. The work does not include the gravel pad which will be contracted separately.

Quoted price \$\_\_\_\_\_

Contractor Business Name \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_