



September 1,
2017

BID REQUEST

BID NO: RFQ-17-41 PURCHASE DESCRIPTION: City Hall Window Replacement DELIVERY FOB: 800 Cushman Street Completion Date: November 30, 2017	RETURN BID QUOTES TO: CITY CLERKS OFFICE 800 CUSHMAN STREET FAIRBANKS, AK 99701 OFFICE: (907) 459-6766 FAX: (907) 452-5913 ATTN: Pat Smith
---	---

BID SUBMITTAL DEADLINE: SEPTEMBER 13, 2017 AT 2:00 PM

Item	Description
1	<p>The City of Fairbanks is soliciting bids from qualified contractors to provide labor, equipment and material to replace failed thermo-pane window units in the existing double-hung casements. Replacement is as stated under Scope of Work, below.</p> <p><u>Quotations shall be submitted to the City Clerks Office, 800 Cushman Street, Fairbanks, Alaska 99701, no later than 2:00 PM Wednesday, September 13, 2017.</u></p> <p>THIS IS NOT AN ORDER. THE ATTACHED TERMS AND CONDITIONS SHALL BECOME PART OF ANY CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSAL. ORIGINAL SIGNATURES MUST BE SUBMITTED ON THE FORM PROVIDED.</p> <p>CONTRACTOR INSPECTION: Contractors are instructed to inspect the work at the project site at their earliest convenience. If desired, the City Project Manager will accompany. Contact Pat Smith, 907-459-6766, or by email to: PSmith@fairbanks.us</p> <p>[REDACTED]</p>

SCOPE OF WORK:

- **BACKGROUND:** JELD-WEN double pane sealed window units were installed at City Hall in 2000. The factory seal is failing on many of these windows. Replacement of failing sealed units is the object of this RFQ.
- **SCOPE:** Contractor shall remove and replace the specified sealed units, all required.
- **Base Bid: 83 sealed units– See Exhibit “C”, Elevations**
- **Additive Alternate No.: 1 25 sealed units – See Exhibit “C”, Elevations.**
- **REQUIREMENTS:** as stated below.

- Factory produced double pane sealed units. Hartung Glass Industries or approved equal.
- Provide Low-E glazing (Solar brand or equal) with desiccant system.
- **Schedule and coordination:** Sealed window units will be replaced in areas occupied by City employees. Post-Award, the contractor will coordinate with the City, providing a daily schedule in with a minimum three-day advance notice for each work area, and estimated time to complete the work in each office or employee work area.
- Each work area shall be left in a neat and clean condition.
- Window trim or other members removed as part of the work shall be replaced in a professional, workman-like manner.
- Contractor shall lawfully dispose of window units removed under this contract.
- Lead paint testing has been performed by the City. No lead paint has been detected in the work area.
- **Exterior caulking:** If exterior caulking is required as an industry standard, such caulking may be delayed by contractor if outside temperatures exceed the manufacturers application range, but shall be completed no later than June 15, 2018.
- **Building Permit:** Not required for this project.

OWNER'S RESPONSIBILITIES

1. The City will provide a project manager to assist the contractor in coordinating the work and administer the contract.
2. The City will self-perform moving and replacement furniture or other obstructions in the work area.
3. The City will self-perform any interior touch-up to painting required as a result of the work. Contractor shall employ all practical methods to minimize the need for touch-up painting.

WORK SCHEDULE: MONDAY through FRIDAY 7:30 AM until 5:00 PM.

WORK COMPLETION: November 30 2017.

A. Questions, Objections or Comments:

Faxed or email (preferred) inquiries are encouraged to (907) 459-6766 or email to PSmith@fairbanks.us

B. Fax Submittals: Fax submittal of a proposal is acceptable.

C. INSURANCE

Contractor shall maintain throughout the period of this contract, insurance in the following minimum requirements:

A. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance on an occurrence form with limits not less than \$1,000,000 Combined Single Limit per Occurrence and \$2,000,000 in the Aggregate not excluding premise operations, independent contractors, products and completed operations, broad form property damage, blanket contractual, collapse, and underground hazards.

B. Comprehensive Automobile Liability Insurance: The Contractor shall cover all owned, hired, and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence for bodily injury and property damage.

C. Workers' Compensation and Employers' Liability Insurance: Statutory requirements by the applicable state law or regulation. Employers' Liability insurance shall be \$100,000 each accident for bodily injury, \$500,000 policy limits for bodily injury by disease, \$100,000 per employee for bodily injury by disease.

~~D. Professional Liability, Including Valuable Papers Coverage: In the amount of \$1,000,000, or the contract ceiling price, whichever shall be greater.~~

NOT REQUIRED FOR THIS PROJECT.

E. STATUTORY REQUIREMENTS

The applicant chosen will be expected to comply with all Federal, State, Borough and City laws and statutes.

The proposer chosen must comply with all federal non-discrimination and affirmative action requirements, including Title VII of the Civil Rights Act of 1964 and 1992; Equal Employment Opportunity (EEO) provisions contained in 41 CFR Part 60, and the Disadvantaged Business Enterprise (DBE) Program requirements as defined by CFR part 23.

Proposers certify, by the submission of their proposal, that they comply with applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, Alaska Statute 18.80.010 – 18.80.300, and regulations issued under these acts by the state and federal governments. Bidders not in compliance with these requirements will be declared non responsive.

F. CONTRACTUAL REQUIREMENTS

The contract form is expected to be the City of Fairbanks Standard Contract for Goods and Non-Professional Services, attached, and modified appropriately to fit this project.

G. AWARD OF CONTRACT

A contract may be awarded to the responsible and responsive firm whose proposal is determined to be the most advantageous to the City.

H. RIGHT TO REJECT AND NOT AWARD

The City may accept or reject any and all proposals or waive irregularities, and reserves the right not to award the contract when it is in the best interest of the City to do so.

I. EXHIBIT LISTING

- Exhibit "A" City of Fairbanks contract services agreement
- Exhibit "B" Certificate of Insurance form.
- Exhibit "C" Window Elevation View
- Exhibit "D" Sample Window measurements: for bidding purposes only, not guaranteed. Contractor shall field verify post award.

PROPOSAL:

ITEM	DESCRIPTION	TOTAL PRICE
-------------	--------------------	--------------------

BASE BID	PROVIDE 83 SEALED WINDOW REPLACEMENT AS DESCRIBED IN RFO-17-41, CITY HALL WINDOW REPLACEMENT.	
TOTAL PRICE FOB FAIRBANKS, AK 99701		\$

ALT.No 1	PROVIDE 25 SEALED WINDOW REPLACEMENT AS DESCRIBED IN RFO-17-41, CITY HALL WINDOW REPLACEMENT.	
TOTAL PRICE FOB FAIRBANKS, AK 99701		\$

Method of Award: Award will be made by item to the low responsive, responsible quoter meeting all specifications. Prices shall be good for a period of **60 days** from the quote deadline. **Vendor agrees to the terms and conditions of this bid.**

Name of Company

Address

City, State, Zip Code

Email Address

City of Fairbanks Business License Number

Authorized Representative Signature

PRINTED Authorized Representative Name

Title

Phone & FAX number

Alaska Business License Number

EXHIBIT "A"
STANDARD CONTRACT FORM
Goods and Non-Professional Services

1. Agency Contract Number RFQ-17-41	2. Contract Title CITY HALL WINDOW REPLACEMENT	3. Financial Coding GF	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number RFQ-17-41	7. Alaska Business License Number	

This contract is between the City of Fairbanks,

8. Department of Engineering	Division	hereafter the City, and
---------------------------------	----------	-------------------------

9. Contractor	hereafter the Contractor
---------------	--------------------------

Mailing Address	Street or P.O. Box	City	State	ZIP+4
-----------------	--------------------	------	-------	-------

10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Contract:

2.1 Appendix A¹ (General Conditions), Items 1 through 17, govern contract performance.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the City shall pay the contractor a sum not to exceed _____ in accordance with the provisions of Appendix D.

4.2 When billing the City, the contractor shall refer to the Agency Contract Number and send the billing to: **2121 Peger Rd, Fbks, AK 99709**

11. Department of Engineering	Attention: Division of FACILITIES MAINTENANCE
---	---

Mailing Address 800 Cushman Street, FBKS, AK 99701	Attention:
--	------------

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division CITY OF FAIRBANKS ENGINEERING
Signature of Authorized Representative	Signature of Procurement Officer or Designee
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer or Designee
Date	Date

APPENDIX A¹
GENERAL CONDITIONS

1. Inspection and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

3. Disputes:

Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

4. Default:

In case of default by the contractor, for any reason whatsoever, the City of Fairbanks 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.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the City Attorney's Office the General Conditions of this contract supersede any provisions in other appendices.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

(Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. Contract Extension:

Unless otherwise provided, the State and the 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 at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

EXHIBIT "B"

CERTIFICATE OF INSURANCE - SAMPLE FORMAT ONLY

This certifies to CITY OF FAIRBANKS, 800 Cushman Street, Fairbanks, Alaska 99701 that the following described policies have been issued to:

Insured _____

Address _____

Location of operations insured _____

Description of work: City Hall Window Rerplacement, **RFQ-17-41.**

<u>POLICIES AND INSURERS</u>	<u>LIMITS in thousands (1,000)</u>		<u>POLICY</u>	<u>EXPIRATION</u>
	<u>Bodily Injury</u>	<u>Property Damage</u>	<u>NUMBER</u>	<u>DATE</u>
Worker's Compensation				
<u>(Insurer)</u>	Employer's Liability \$ _____			
Comprehensive General Liability	Each Person	Each Occurrence		
	Each Occurrence	<u>Aggregate</u>		
<u>(Insurer)</u>	<u>Combined Single Limit Limit</u>			
Comprehensive Auto Liability	Each Person	Each Accident		
	Each Accident			
<u>(Insured)</u>	<u>Combined</u>	<u>Single</u>	<u>Limit</u>	
Umbrella Liability				

(Insured) _____
 All policies are in effect at this time and will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the certificate holder named on the top line. any coverage afforded the certificate holder as an Additional Insured shall apply as primary and not excess to any insurance issued in the name of the certificate holder.

The following coverages or conditions are in effect: Yes
No Longsh

- ore and Harbor Workers' Act
- Products and Completed Operations
- CITY OF FAIRBANKS Named as Additional
- Insured Cross Liability Clause
- Broad Form Property
- Damage X.C.U. Hazards
- Included Blanket Contractual
- Liability
- Independent Contractors' Protective
- Liability Builder's Risk

Date _____

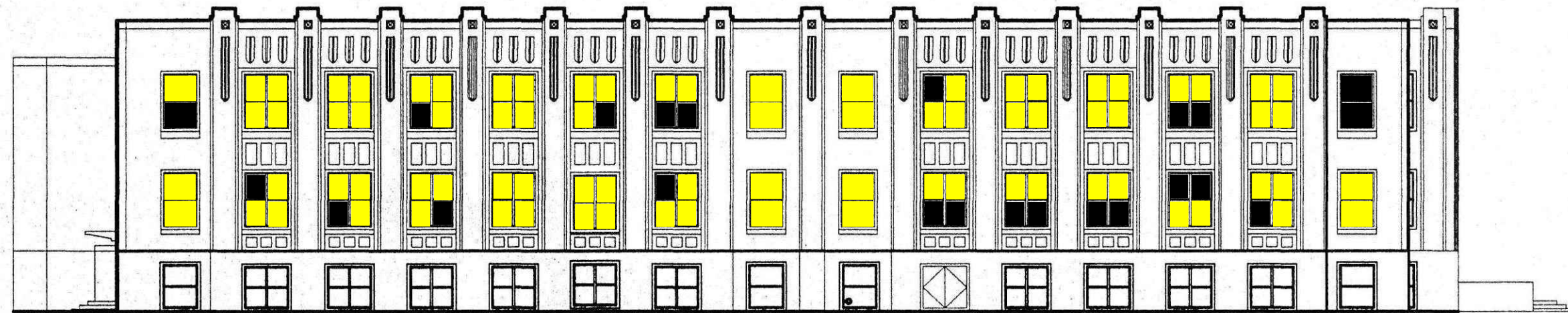
 (Authorized Signature)

At _____

Company Name: _____



1 EAST ELEVATION
HZ1 NOT TO SCALE



4 SOUTH ELEVATION
HZ1 NOT TO SCALE

LEGEND

- BASE BID
- ADDITIVE ALTERNATE NO. 1

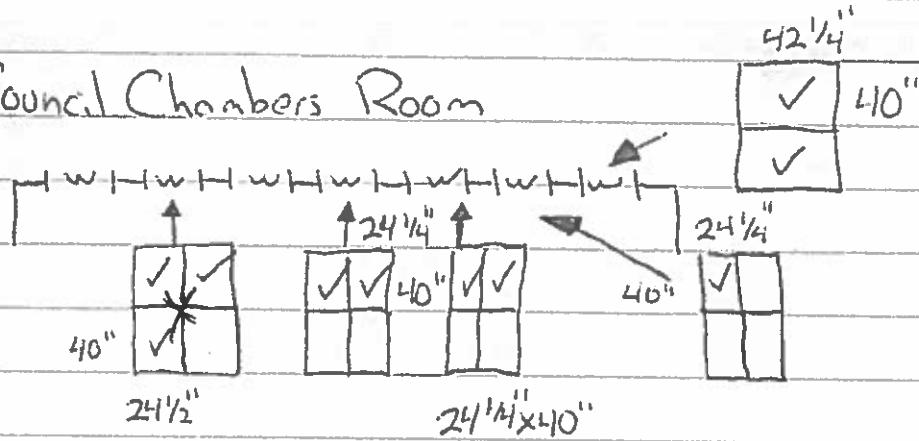


**CITY OF FAIRBANKS
ENGINEERING DEPT.
CITY HALL WINDOW REPLACEMENT
RFQ 17-41**

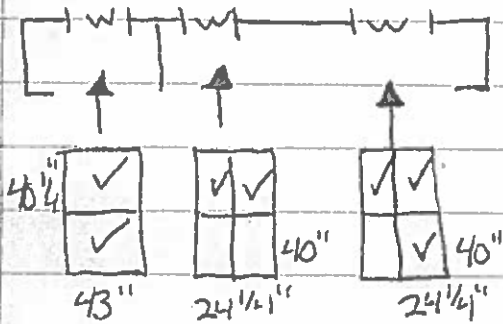
- City Hall

RFQ 17-41 EXHIBIT 'D'
EXAMPLE MEASUREMENTS

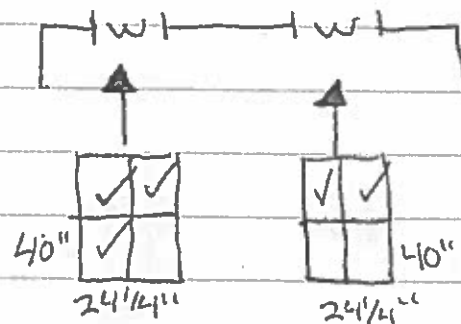
Council Chambers Room



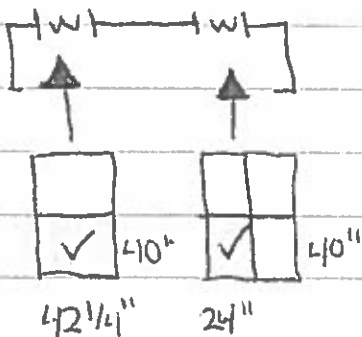
FMATS Office



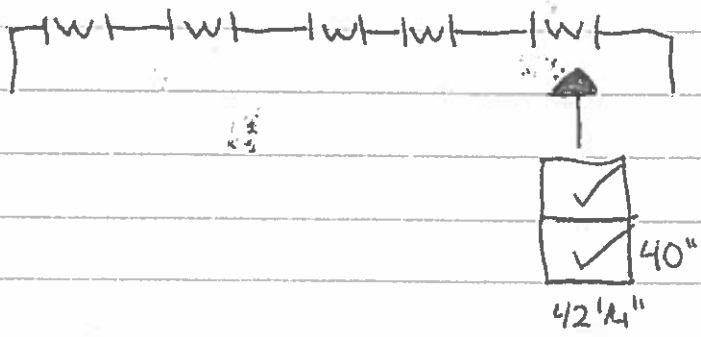
FMATS Conference Room



Eng. Dept. Conference Room



Eng. Office



City Clerks Office

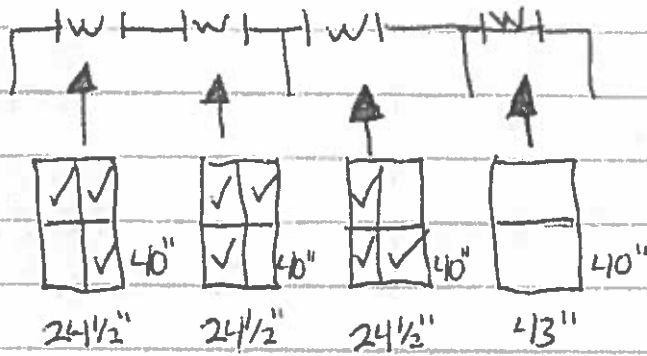


Elevator

1st Floor



Eng. Technician's Office



Room 114

