



# City of Delta Junction

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P.O. Box 229, Delta Junction, Alaska 99737  
Ph 907-895-4656 Fax 907-895-4375  
[www.deltajunction.us](http://www.deltajunction.us)  
[city@deltajunction.us](mailto:city@deltajunction.us)

## LEGAL NOTICE

### CITY OF DELTA JUNCTION COMMUNITY CENTER RENOVATION INVITATION FOR BIDS

Sealed bids for a contract to renovate the community center restrooms to ADA compliant and replace entrance doors on north and south side of building need to be delivered to the City of Delta Junction at City Hall, 2288 Deborah Street (PO Box 229), Delta Junction, Alaska, until 4:00 PM local time, Friday, November 15, 2024.

Sealed envelopes containing bids must be plainly marked in the lower left-hand corner: CC RENOVATION and must be addressed to: City of Delta Junction, PO Box 229, Delta Junction, AK 99737.

The City reserves the right to waive informalities and to reject any or all bids. Bids must be on the Bid Tender Form provided and according to the bid instructions provided by the city. Bids cannot be withdrawn for 30 days after the actual date of the opening.

The City reserves the right to reject the lowest responsible bidder and consider higher bids if the lowest bid is not in the City's best interest as determined by the City Council.

The City also reserves the right to negotiate with the lowest bidder in the event all bids exceed the project budget and to award a negotiated contract to that lowest responsive bidder without further competitive bidding.

# Community Center Restoration BID SPECIFICATIONS

## SECTION 1: **Purpose**

The City of Delta Junction (“the City”) intends to enter a contract with a local vendor for restoration of the Community Center restrooms to ADA compliant. The outside north and south doors need to be replaced.

## SECTION 2: **Submission**

Sealed bids will be received at City Hall, 2288 Deborah Street (PO Box 229), City of Delta Junction, Alaska 99737, until 4:00 PM local time, Friday, November 15, 2024, at which time they will be opened and publicly read.

Bids should be delivered by the specified opening time of the bid. Bids arriving after the specified hour will not be accepted. All bids must be in writing. Bids by telephone, fax or email will be rejected.

All bids must be accompanied by proof of a valid business license certificate.

## SECTION 3: **Conditions**

Bidders are advised to become familiar with **ALL** conditions, instructions and specifications governing this bid. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or for vendor to request additional compensation.

## SECTION 4: **Bid Price**

(a) Price quotation shall be submitted on the bid form enclosed.

(b) All prices of the bid shall be delivered. Delivery to any point within Delta Junction, shall be without additional charge. Delivery costs, or FOB costs, will be included if required.

(c) The City is exempt from retailers' occupation and sales taxes as provided by the State legislature. The City is also exempt from Federal excise tax. The City will file the proper Federal Excise and State of Alaska Tax Exemption Certificates.

## **SECTION 5: Specifications**

Unless otherwise directed by the specifications, all material and services will meet standards or requirements of the following specifications. Bidders must indicate if their proposal differs from these specifications.

## **SECTION 6: Discounts**

Cash discounts shall be considered in the evaluation of the bids. Where cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the City, whichever is later.

## **SECTION 7: Payment**

(a) The City will pay the Contractor the amount due within thirty (30) days after the Contractor submits a bill for services performed as required by the contract and approved by the City Council.

(b) Prior to the City authorizing any change in the bid price, the Contractor must submit documentation that a change of price has occurred. This notice will be faxed to City Hall at 907-895-4375 or emailed to the City Finance Officer, Kaylee Reiersen at [finance@deltajunction.us](mailto:finance@deltajunction.us)

## **SECTION 8: Termination of the Contract**

The obligation to provide services under this agreement may be terminated by either party upon seven (7) days written notice in the event of a substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

## **SECTION 9: Indemnification**

The Contractor agrees to indemnify, hold the City harmless, and defend the City from any claims or liabilities resulting from the Contractor's work and/or workmanship. The Contractor must furnish the City certificates of insurance attesting to the Contractor's possession of such insurance. The City will execute the Contract upon, and not before, the receipt of these certificates of insurance, including general liability insurance limits of three million dollars (\$3,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate and including automobile liability insurance limits of one million dollars (\$1,000,000.00) combined single limit. This liability insurance policy shall remain in effect during the life of this contract.

## **SECTION 10: Notice of Minimum Workers' Compensation Insurance**

(a) Pursuant to the provisions of AS 23.30.045, Alaska Workers' Compensation Act, no contract may be awarded by the City unless a Contractor has submitted to the City proof, furnished by the carrier, of current coverage by workers' compensation insurance from an insurance company or association authorized to transact the business of workers' compensation insurance in this state or proof of self-insurance or non-applicability. The Contractor shall keep this workers' compensation insurance policy in effect during the life of the contract.

(b) When the City receives notice that the Contractor's workers' compensation insurance policy or general liability insurance has expired or terminated without being replaced by a comparable policy, the City will terminate the contract with the Contractor. This sub-section does not limit the cause of action or remedies which the State or the City may have against the Contractor.

## **SECTION 11: Responsibilities of Contractor for Damages and Compliance with Laws**

When or where any direct or indirect damage or injury is done to city property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at the Contractor's expense, such property to condition similar or equal to that existing before such damage or injury, all in an acceptable manner approved by the City.

## **SECTION 12: Standards**

Unless otherwise directed by the specifications, all materials and services provided will meet standards or requirements that would normally be anticipated in common practice. The bidder guarantees that all applicable Federal, State and local laws will be obeyed in connection with this quotation. Failure to comply with these bid specifications, either before or after the bid award, shall invalidate the sales agreement.

## **SECTION 13: Inspections**

The City shall have the right to inspect any material specified herein. Equipment supplies or services that fail to comply with the specifications herein regarding design, material or workmanship are subject to rejection at the option of the City. Any material rejected shall be removed from the premises of the City at the expense of the vendor.

## SECTION 14: **Additional**

The manufacturer of the proposed materials or equipment may be required to clarify their bid or acknowledge by written confirmation that the minimum requirements of the specifications are included in the bidder's proposal before the award of the bid.

## SECTION 15: **Reservations**

The City Council of the City of Delta Junction reserves the right to reject any and all bids, to accept only part of a bid, to waive any irregularities in a bid, and accept a bid other than the lowest bid when the City Council determines it is in the best interest of the City, following review of the facts and circumstances, to do so. Alterations or modifications to the terms or conditions of the CC Restoration Bid Specifications shall be considered non-responsive and therefore rejected from qualification.

## SECTION 16: **Negotiations**

The City also reserves the right to negotiate with the lowest responsive bidder in the event all bids exceed the project budget, and to award a negotiated contract to the lowest responsive bidder without further competitive bidding

## SECTION 17: **Acceptance**

After the acceptance and award of the bid by the City, and Notice of Award letter executed by a proper officer of the City of Delta Junction, these instructions to bidders, including the specifications, will constitute the legal contract between the City of Delta Junction and the successful bidder.

## SECTION 18: **More Information**

Call or write to:

City of Delta Junction  
PO Box 229  
Delta Junction, Alaska 99737  
(907) 895-4656  
(907) 895-4375 fax

**CITY OF DELTA JUNCTION, ALASKA  
BID TENDER FORM  
CC Restoration and Doors**

**A. Acknowledgments:**

The undersigned has:

1. Reviewed the bid instructions and specifications for the desired fuels.
2. Agreed to honor this bid for thirty (30) days immediately following the submission deadline.
3. Reviewed and attached information about exceptions to the specifications.
4. Acknowledged that the prices submitted are FOB Delta Junction, Alaska.

**B. Proposed Bid:**

**BASIC BID:**

1. CC Restrooms ADA Compliant \_\_\_\_\_
2. CC North and South Doors \_\_\_\_\_

**C. Signatures of Bidders:**

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Alaska Business License: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BIDS MUST INCLUDE CURRENT COPIES OF THE DISTRIBUTOR'S BUSINESS LICENSE**