

## INVITATION TO BID

THIS IS NOT AN OFFER

RELEASE DATE: **August 30, 2022**

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### Heating & Plumbing Services

The Kodiak Island Borough is accepting sealed bids for heating and plumbing services as described in the Invitation to Bid.

Sealed bids must be submitted to the Borough Finance Office by **2:00 PM (local time) Sept 14, 2022**. Bids must be in a sealed envelope with “**Kodiak Island Borough – Heating and Plumbing Services**” clearly indicated on the outside of the envelope. Postmarks will not be controlling.

Complete bidding documents are available in electronic form and may be viewed and downloaded without charge and without deposit from the Kodiak Island Borough website, [www.kodiakak.us](http://www.kodiakak.us). Bidders are responsible for their own printing.

#### Contact Person:

Dave Conrad, Director or Patricia Valerio, Secretary  
Engineering/Facilities Department  
Kodiak Island Borough  
710 Mill Bay Road  
Kodiak, Alaska 99615  
Phone: (907) 486-9343  
Fax: (907) 486-9394  
Email: [dconrad@kodiakak.us](mailto:dconrad@kodiakak.us) or [pvalerio@kodiakak.us](mailto:pvalerio@kodiakak.us)

**David Conrad, Acting Borough Manager**  
**Kodiak Island Borough**

Publish: Kodiak Daily Mirror **Aug 30, Sept 6 & 13, 2022**

## **INVITATION TO BID (ITB)**

The Kodiak Island Borough is concerned that all bids be submitted in a manner that ensures the bidding process is fair and equitable to all Bidders in compliance with the requirements of the bid documents.

Particular attention of all Bidders is drawn to the provisions of this solicitation and the resulting contract dealing with pre-bid inquiries and the duty of the Bidders to disclose any significant fact or question which will adversely affect the cost or time of completion of this project.

Bidders are cautioned that they disregard these provisions at their own risk. Bidders are directed to study and follow these instructions as to the method and form for submitting bids so there will be no reason to reject a bid.

Bidders will find all required forms and documents contained within this packet. Please take notice of the accompanying "Bidders Checklist", which identifies which forms and documents are to be included with a complete bid submittal.

### **SECTION 1: INTENT**

1. Purpose of the Invitation to Bid: This Invitation to Bid (ITB) is intended to establish a term contract to complete repairs and maintenance of a varying nature for heating and plumbing systems at the Kodiak Island Borough's facilities. For further information refer to Section 4: Scope of Work.
2. Term. The Term of the contact is for an initial two-year period from July 1, 2022 until June 30, 2024, with the option of the Borough to exercise of up to three (3) additional one year periods. Following the initial two-year period requests for rate increases may be entertained by the Borough, and if acceptable, will be incorporated into each renewal.

### **SECTION 2: SOLICITATION INSTRUCTIONS**

1. Registration of Bidders. All Bidders are encouraged to register with the Borough by completing the registration form included in this packet. Only registered Bidders will be notified of addendum or other modifications to the bid requirements.
2. Inquiries. Bidders should direct any pre-bid inquiries labelled Kodiak Island Borough Heating & Plumbing Services Bid Inquiry and e-mailed to pvalerio@kodiakak.us with a copy to dconrad@kodiakak.us.
3. Bid Security. The Borough requires a bid bond or certified check in the amount of \$1,000 for this bid. The Bid security of each Bidder shall be returned once a contract is signed. The Bid security of the successful Bidder shall be forfeit if the successful Bidder fails to execute the contract.
4. Rejection of Bids. The Borough reserves the right to reject any or all bids. The Borough also reserves the right to reject any bid which is non-responsive, incomplete, obscure, or irregular; any bid which omits any one or more items on which the bids are required; any bid in which unit prices are unbalanced in the opinion of the Borough; any Bidder who previously

failed to perform properly or to complete on time contracts of any nature; and the criteria listed in KIB Code 3.30.080.

5. Bidder Certifies. The Bidder certifies that any and all prices which may be charged under the terms of this bid request do not and will not violate any existing federal, state, or municipal laws or regulations concerning price discrimination and/or price fixing. The Bidder agrees to indemnify, exonerate, and hold harmless the Borough from liability for such violation now and throughout the term of the contract.
6. Addenda. The Borough reserves the right to amend the ITB prior to the date of bid opening. Each bid shall include specific acknowledgment of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as not responsive.
7. Irregularities. Any irregularities or lack of clarity in any of the bid documents should be brought to the attention of the Contact Person as soon as possible, so that corrective addenda may be furnished to all Bidders. Alterations or erasures must be crossed out and corrections thereof printed in ink or typewritten adjacent thereto. Any correction must be initialed in ink by each person signing the bid.
8. Responsibility of Bidder. It is the responsibility of the Bidder to investigate and acquaint themselves with the conditions relating to the work and labor, including (if required) site visits, soil sampling, or other tests.
9. Written words. In the case of a difference between written words and figures, the amount stated in written words shall govern. In the case of a difference between a unit price and the extended price, the unit price shall govern.
10. Signatures. All attachments, including corporate certificate and acknowledgments, must be signed by the Bidder.
11. Preparation of bid forms. All bids and addenda thereto shall be intact and enclosed in a sealed envelope, addressed to: Borough Finance Office, Kodiak Island Borough, 710 Mill Bay Road, Kodiak, Alaska 99615. **Sealed bids must be submitted on the forms and enclosed in an envelope which is clearly marked "Kodiak Island Borough – Heating & Plumbing Services"**. The Borough will not be responsible for the premature opening of a bid not properly addressed or identified.
12. Postponement of Opening. The Borough reserves the right to postpone the date and time for opening of bids at any time prior to the time announced for opening of bids in the advertisement.
13. Rejection of Bids. All bids received after the date and time set for receipt will be **REJECTED**. Bidders are warned that weather and travel are unpredictable and overnight delivery does not always arrive in a timely fashion. Bidders are responsible for ensuring that their Bid is delivered in a timely manner.
14. Modifications. Bids may be modified by written notice or emailed, provided such notice is received prior to the date and time set for receipt of bids, and, provided further, a written confirmation of the modification is mailed or shipped via overnight mail/delivery service prior

to the bid closing time. The modification should not reveal the bid price but should provide the addition or subtraction (or other modification) so that the final price or terms will not be known to the Borough until the sealed bid is opened.

15. Withdrawal of Bids. Bids may be withdrawn only by written or emailed, provided such notice is received two (2) hours prior to the date and time set for receipt of bids, and provided further, a written confirmation of the withdrawal is mailed or shipped via overnight mail/delivery service prior to the bid closing time. Notice of withdrawals received after the bid opening will not be considered.
16. Determination of Low Bidder. The Borough intends to award to the lowest responsible responsive Bidder. The Bid forms include bid schedules setting out mandatory and optional additional service costs. The Bid form compiles the annual base bid cost, and the resulting total is considered the Bid upon which a contract award decision will be made. Optional services costs and rates in the bid schedules will be used for the contract rates but will not form the basis for determining the low bid.
17. Award of Contract. The Borough reserves the right to withhold award for a period of forty-five (45) calendar days from the date of bid closing.
18. Protest of Bid Award. The Borough will issue a Notice of Intent to Award to the successful Bidder. An aggrieved Bidder may file a bid protest within ten (10) calendar days after Notice of Intent to Award the contract is issued. A protest may be made by delivery of a letter of protest to the Borough Manager's Office. Protests will only be accepted based on error in process. If/when a protest is received, an administrative review process will begin. The protestor can expect a final administrative decision by the Kodiak Island Borough Manager within 30 working days of the receipt of protest.
19. Bid Cancellation. The Borough reserves the right to cancel the procurement, ITB, or award without liability to the Bidder, except return of the bid security, at any time before the Agreement has been fully signed by all parties, including the Borough.
20. Non-Collusion Affidavit. The Bidder shall submit with the bid a signed non-collusion affidavit to the Borough covering the Bidder and all subcontractors.
21. Minimum Standards. The required work and/or specifications attached herein shall be considered as the minimum standards acceptable to the Borough. Any deviations, modifications, or alternatives proposed shall be specified and clarified by the Bidder in writing and be identified as EXCEPTION SUMMARY. Insufficient information pertaining to exceptions shall be at the Bidders risk and may result in rejection of the bid.
22. Equipment furnished. All equipment furnished under these specifications must be complete with all necessary operating accessories and manuals customarily furnished, whether stipulated herein or not. Prior to final acceptance by the Borough, the Borough reserves the right to examine the equipment/structures and test it accordingly, to assure compliance with bid and contract requirements and specifications. Should the Borough conduct such evaluations and the results indicate that the equipment/structures does not conform, the successful Bidder shall be responsible to promptly correct such problems and/or replace said equipment in a timely manner at no cost to the Borough. After correction of any deficiencies the equipment/structures shall be subject to a re-evaluation.

23. Laws. The Bidder will comply with all federal, state, and local laws including the Laborers' and Mechanics' Minimum Rates of Pay applicable for municipal contracts as determined by the State of Alaska.

### **SECTION 3: INSURANCE REQUIREMENTS**

The successful respondent must meet the following insurance requirements:

During the entire period of the project or work, the Contractor shall provide the following types of insurance. The Borough shall be insured as additional insured on all insurance policies except professional liability contracts. All policies shall have a mandatory thirty (30) day cancellation clause.

- a. Workers' compensation as required by Alaska law and employer's liability coverage at a minimum of \$1,000,000.
- b. Commercial general liability insurance, not excluding explosion, contractual liability, or product/completed operation liability insurance - \$1,000,000 per occurrence and \$2,000,000 aggregate.
- c. Comprehensive automobile liability, bodily injury, and property damage, including all owned, hired and non-owned, automobile - \$1,000,000 per each accident.

### **SECTION 4: SCOPE OF WORK**

KIB is responsible for operating several facilities and from time to time needs repairs or maintenance of varying nature for heating and plumbing systems. Bidder shall provide hourly rates for each item noted on Attachment 1: Bid Schedule, including regular hourly rate(s) and a mark up percentage for parts required.

Bidder must be able to provide a two hour response time in the winter, and four hour response time in the summer for any work needed.

If requested by the Borough, Bidders should be able to document successful work history exceeding five (5) years in areas of interest and be able to provide credentials and certifications approved by the applicable regulating authority for the work needed.

This contract is meant for minor repairs, not major contract work. Contracts exceeding \$25,000 must be approved by the KIB Assembly. Staff will propose such contracts to the Assembly as needed. However, work on contracts totaling under \$25,000 in the aggregate may be authorized by the Manager by contract and/or purchase order. Bidders should be aware of the Borough's discretion to award a contract based on Local Preference in KIB Code 3.30.060.

### **SECTION 5: BID CHECKLIST**

Minimum Requirements: Your bid will be considered nonresponsive and rejected if not properly executed. For your convenience and assistance in preparation of your bid, the following checklist is offered for informational purposes.

1. Bid Schedule - Completed, signed, dated, addenda acknowledged.

2. Bidder Information – Completed, signed, and submitted.
3. Corporate Acknowledgement - Completed and notarized. (When bid is by corporation)
4. Bid Bond – executed and ready to proceed upon contract execution.
5. Non- Collusion Affidavit - Completed and signed.
6. Alaska Business License - Copy of Original.

Bids not including ALL of the above documents may be REJECTED as nonresponsive. Bids will be rejected which contain material alterations or erasures not initialed by the signer of the bid. No Qualified or otherwise Conditioned Bids will be accepted.

### **SECTION 6: BID SCHEDULE**

Bidders must submit their bids on Attachment 1: Bid Schedule. Bidders must offer hourly rates and mark up percentage, as appropriate for each item listed.

Rates entered on the Bid Schedule must include all incidental costs such as, but not limited to, office support, insurance, tools, equipment, transportation, overhead, and profit. There shall be no additional charges for basic tools, equipment, and shop supplies.

### **SECTION 7: AGREEMENT**

Successful Bidder will be required to execute the contract agreement included as Attachment 2: Agreement. Bidders are encouraged to review the terms and conditions of the Agreement and if there are any questions to submit them during the bid period. Requests for modifications to the agreement will not be allowed once bids are submitted.

### **SECTION 8: ATTACHMENTS**

1. Attachment 1: Bid Schedule
2. Attachment 2: Agreement
3. Attachment 3: Bidder Registration Form