

INVITATION FOR QUOTES FOR A SMALL PROCUREMENT

(CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

 Project Name & No.: <u>Cache Creek Bridge Abutment Repair – RQS</u> <u>190001381 - Resolicit</u> Location: <u>ADOT Bridge No. 1759, mile 9.5 of Cache Creek Road,</u> <u>near Fairbanks, Alaska</u> 	Procurement Agency and Address: Department of Natural Resources Support Services Division 550 W 7 th Ave, Suite 1330 Anchorage, AK 99501			
Procurement Officer: Jim Sonnier	Date of Issuance: September 25, 2018			
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS:				
The Contractor is required to provide all labor, equipment, and materials necessary to perform the abutment repair as described in this document.				
This project will begin as soon as possible and must be completed by October 31, 2018.				
The Project cost estimate is: □ under \$10,000 □ 10,000 - \$50,000 ☑ \$50,001 - \$100,000 □ \$100,001 - \$200,000				
1. Quotes in excess of \$80,000 may be deemed non-responsive.				
Davis-Bacon Wages (Title 36.05): will be required on this project.				
The following insurance coverages are required: 🛛 Workers Comp 🖾 General Liability 🖾 Automobile				
Bonding Requirements: N/A				
Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. To be eligible for consideration, quotes must be received before <u>2:00 PM local time on October 10, 2018</u> . Late quotes will not be accepted. Disadvantaged Business Enterprises (DBE's) may submit quotes and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an Award which results from this invitation. Any errors, omissions, or questions pertaining to solicitation procedures or Project requirements, requests for additional documents, or inquiries pertaining to site conditions or scheduled visits must be made to: Title: Jim Sonnier, Procurement Specialist III , at: 550 W 7 th Ave. Suite 1330 Anchorage, Alaska 99501 Telephone: Fax:(907) 269-8807 ; Fax:(907) 269-8909 Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation. Explanation for the solicitation.				
SUBMITTAL OF QUOTES: Quotes for this Project must be submitted in the manner noted below. All Offerors must familiarize themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitting their quote.				
VERBAL QUOTES SHALL BE GIVEN TO	D DEADLINE. (See above Bonding Requirements.)			
WRITTEN QUOTES, INCLUDING AMENDMENTS OR WITH TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SUBMIT ATTACHED. (See above Bonding Requirements.)	DRAWALS, MUST BE RECEIVED PRIOR TED ON FORM SPC-002, QUOTE SUBMITTAL,			
Written quotes may be submitted by Fax, hand delivered, or mailed in a sealed envelope. Confidentiality is only assured for sealed quotes. Mailed quotes must allow time for delivery and the envelope must be marked as follows:				
Quote for Project:	Procurement Agency Address:			
Number: <u>RQS 190001381</u> <u>550 W 7</u>	ent of Natural Resources, Support Services th Ave., Ste. 1330 ge, Alaska 99501			
Quote amendments or withdrawals must be made in writing to the individual of the Procurement Agency receiving the quotes, and must be received prior to the time for quote submittal.				

Revised 3-2014



INVITATION FOR QUOTES FOR A SMALL PROCUREMENT (CONSTRUCTION RELATED)

INSTRUCTIONS TO OFFERORS

The State of Alaska desires that all Offerors submitting quotes on construction contracts are given a fair and equal opportunity to compete. Offerors are required to follow these instructions:

<u>REVIEW THE PROJECT DOCUMENTS</u>: Most construction Projects in excess of \$1,000 will have some type of written documentation prepared expressly for the Work. If you are asked to submit a quote and no written information has been provided, you should ask the procurement Agency for written documentation. If the scope of services have been described to you verbally, and you are selected for Contract Award, you must ensure that the information of the services to be performed (scope of work) is put in writing prior to accepting the Contract. When providing a Quote, carefully review and consider all materials related to the solicitation and work of the contract. **By submitting a quote the Offeror warrants that they are familiar with the Project requirements, have visited or otherwise examined the site, and are aware of the conditions to be encountered.** Offeror's can verify the contents and completeness of their quote documents by contacting the procurement Agency individual named on the front of this form.

SUBMITTING THE QUOTE: The Quote must be submitted in one of the following formats as called for in the Invitation:

1. **ORALLY** - if a verbal quote is solicited, the Offeror must provide, in addition to their quote amount and mailing address -- (1) their valid Alaska Business License number, (2) if applicable, a valid Contractor's Registration number, (3) their status as an Alaskan Bidder (Offeror), (4) their intended use of Alaskan products, (5) the carrier's name and policy number for their Workers' Comp Insurance (or a statement of sole proprietorship, if applicable), and (6) the Employer (Tax) Identification Number or Social Security Number. The Procurement Agency will enter this information on the quote schedule.

2. **WRITTEN -** if a written quote is solicited, the Offeror must complete, in ink or typewritten, the *Small Procurement Quote Submittal*, Form SPC-002. Failure to acknowledge receipt of addenda or to execute the form correctly and completely may disqualify the quote.

NOTE: The Department of Labor requires an Offeror to be licensed and registered for the required type of work prior to submitting a quote. If the procurement Agency determines the Offeror is improperly registered or licensed, their quote may be deemed nonresponsive.

<u>SUBCONTRACTOR LISTING</u>: Subcontractors intended to be utilized on this contract must be listed in the response to the solicitation. Work shall not be awarded to any subcontractor without prior approval from the procurement Agency. Subcontractors may be added or removed only as approved by the procurement Agency.

DETERMINATION OF THE LOWEST RESPONSIBLE QUOTE AND CONTRACT AWARD: Following receipt and determination of all **responsive** oral, written or sealed quotes, the procurement Agency will compare the quotes and determine the lowest Offeror. If the procurement Agency discovers a discrepancy between the unit price amount and the extended amount; the unit price amount will prevail. Conditioned quotes, unless expressly requested, will not be considered. When the quote schedule is composed of a basic amount with alternates, the procurement Agency will base its determination of the low quote and the amount of the Contract Award solely upon those quotes, basic and alternates, that are priced within the extent of available construction funds. Alternates will be considered for Award in the order listed, except that if the order of Offerors is not affected, the Award may include any combination of funded alternates, or none, as may be in the best interest of the procurement Agency.

When determining the lowest quote, the procurement Agency will also give a 5% Alaska Offeror's preference and an appropriate Alaska Products preference to quotes designating the applicability of a preference. To qualify for the Offeror's preference (per AS 36.30.170) the Offeror **must** (1) hold a current Alaska Business License, (2) submit the quote under the name appearing on the license, (3) have staffed and maintained a place of business within Alaska for the previous six months and (4) be incorporated or qualified to do business under the laws of the State. In addition, if the Offeror is a partnership or joint venture, all parties must meet the criteria to be eligible for the preference. A boxlet fully describing the Alaska Preferences (Bidder, Offeror, Product, Disabilities, Veteran) program is available at http://doa.alaska.gov/dgs/pdf/pref2.pdf. A detailed description of the Alaska Products Preference Program is available at http://www.commerce.state.ak.us/ded/dev/prodpref/prodpref.htm.

The procurement Agency will make a determination of **responsibility** as required by 2 AAC 12.500. If the lowest Offeror is declared responsible, the procurement Agency will execute the *Notice of Award / Notice to Proceed*, Form SPC-003, and send it to the Offeror for acknowledgement. If the lowest Offeror is found to be nonresponsible, this process will be repeated with the second lowest Offeror -- and so on until the lowest responsive and responsible Offeror is determined.

<u>NOTICE OF AWARD AND PROTEST</u>: A written notice will be provided on all Awards exceeding \$ 25,000 (2 AAC 12.400(h)). All protests must be filed with the Commissioner of the procurement Agency (or designee) and copied to the Procurement Officer. Protest procedures are described in AS 36.30.560 and 2 AAC 12.695. The extent of the protest remedy is limited to quote preparation costs (AS 36.30.585).

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

02-093 B1 (Rev. 03-11)

Form SPC-001

Page 3 of 3

Revised 3-2014

Cache Creek Bridge Abutment Repair

The Alaska Division of Forestry, (DOF), is requesting quotes to supply all labor, materials, and equipment necessary to remove the bridge, repair the east and west side abutments of the Cache Creek Bridge, ADOT Bridge No. 1759, at approximately mile 9.5 of the Cache Creek Road from its intersection with Murphy Dome Road near Fairbanks, Alaska. Thawing action in the soils combined with stream flow to cause liquefaction and removal of the banks. In addition, recent higher than average spring flows combined with debris damming upstream of the bridge has resulted in the degradation of both sides of the stream banks as well as the west side of the bridge to settle in an uneven manner. Work will require removal of the bridge, excavation of existing materials, and reinstallation of the abutments and bridge as specified in The State of Alaska Department of Natural Resources Division of Forestry Forest Road and Bridge Standard Design. Recondition the roadway within 50' of any excavation to its original profile and cross-section is also required.

Site walk through:

Site walk through may be scheduled by appointment with DOF personnel. Contact Kevin Meany at 907-451-2602 or Rafael Rodriguez at 907-451-2603 to schedule a site walk-through. Potential offerors are strongly encouraged to attend a walk through to evaluate the site conditions. The offeror's failure to visit the work site will in no way relieve the offeror of the responsibility of performing the work in strict compliance with the terms and conditions.

Note: DOF personnel are not authorized to answer questions during the site visit. All questions must be submitted to the Procurement Officer who will provide answers to all offerors as required.

Contractor Responsibilities:

- 1) Mobilization/ Demobilization to the described location.
- 2) All materials and work must conform to the Alaska Department of Transportation's 2017 Standard Specifications for Highway Construction (SSHC) and Special Provisions found in this Scope of Work unless otherwise specified. The SSHC can be found at http://www.dot.state.ak.us/stwddes/dcsspecs/index.shtml
- 3) Ensure compliance with all applicable State and federal regulations.
- 4) Obtain all required insurance, permits, and licenses and submit all required documentation to the Alaska Department of Labor regarding Alaska Minimum Wage Rates and Certified Payrolls.
- 5) Ensure all existing guard railing and signage on the approach to the bridge is reinstalled per original site conditions. These items may not be shown on the plans but are required to remain or be reinstalled.
- 6) Contractor is responsible for replacing any damaged structures due to work specified under this document.
- 7) Plans were for original construction. Some components of the plans are not required under this document. Notes on the plans represent required items.
- 8) Contractor must provide adequate protected storage areas for supplies and equipment from vandalism and/or environmental damage. State of Alaska, its agents and employees, are not responsible for contractor's damaged or missing tools, materials, etc. Contractor should take reasonable precautions in preventing such losses or damages.
- 9) Contractor must ensure removal and proper disposal of all debris associated with this project. This includes disposal of accumulated waste materials and rubbish, and final cleanup of the worksite prior to substantial completion. All areas will be left in as clean or better condition than when the contractor arrived.

Mobilization and Demobilization:

Mobilization and demobilization costs must be included in the total offer for the job.

Project Schedule:

Work on this project may be started upon notice to proceed and must be completed no later than October 31, 2018. At the discretion of the State, an extension may be given in writing.

Method of Award:

Award will be made to the responsive and responsible offeror who submits the lowest total cost for the project.

Contract Administration:

Overall contract administration will be the responsibility of the Department of Natural Resources Procurement Specialist Marlys Hagen, or her designated representative. Ms. Hagen may be contacted by phone at (907) 269-8666 or fax (907) 269-8909. The Procurement Specialist has full authority to alter, amend, or change a contract resulting from this solicitation.

Day to Day Contract Administration:

Day to day contract administration is the responsibility of the Area Forester in Charge, Paul Keech, or his designated representative. Neither Mr. Keech, nor his designated representative can substantially change or alter a contract resulting from this solicitation.

Inspection & Modification - Reimbursement for Unacceptable Deliverables:

The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Natural Resource Specialist responsible for coordinating this project. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The State may instruct the Contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The Contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

Contract Changes - Unanticipated Amendments:

The Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the State Project Manager will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The Contractor will not commence additional work until the State has secured any required approvals necessary for the amendment and issued a written contract amendment.

Termination for Default:

If the State Project Manager determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with part or all the remaining work.

Payment of Work:

Complete payment will be made:

- 1) upon completion of the project to the satisfaction of the State Project Manager,
- 2) Upon receipt of the notice of completion of Public Works approved by the Alaska Department of Labor and Workforce Development (DOL), and
- 3) upon receipt of the contractor's original, accurate and complete invoice.

Full payment will not be made without the Notice of Completion of Public Works form signed by DOL. It is the contractor's responsibility to provide the DOL signed Notice of Completion of Public Works form with their final invoice for payment.

Submit Invoices to:

State of Alaska Department of Natural Resources Division of Forestry 3700 Airport Way Fairbanks, AK 99709 Attn: Kevin Meany Project # RQS 190001381

Little Davis Bacon project wage requirements:

The Department of Labor and Workforce Development, Wage and Hour Administration, must be notified in accordance with AS 36.05.010 and AS 36.05.030 if the resulting contract for repairs or construction exceeds \$25,000. The Contractor must comply with the requirements noted within the Department of Labor packet entitled, "Laborers' & Mechanics' Minimum Rates of Pay." To obtain a copy of the referenced packet, contact the Procurement Agency or the Department of Labor.

The primary contractor working on public construction projects with an amount of \$25,000 or more must file a Notice of Work and pay a one percent fee based on the estimated value of work performed by the prime contractor and one percent of the value of each subcontractor's price, to the Department of Labor and Workforce Development, Wage and Hour Administration (DOLWD). The maximum fee is \$5,000.00. The notice and fees must be filed with the DOLWD before work commences on the project.

Upon completing the construction project, the primary contractor must file a Notice of Completion (NOC) and make payment of any additional fees due to increases in the contract amounts due the primary contractor. The Notice of Work and Notice of Completion forms are available at: http://www.labor.state.ak.us/lss/lssforms.htm

Attachments

Appendix A – Location map



ALASKA PRODUCTS PREFERENCE WORKSHEET SMALL PROCUREMENT CONTRACT (CONSTRUCTION RELATED) (See Instructions on back)

Project Name and Number: Cache Creek Bridge Abutment Repair - RQS 190001381 Resolicit

Procurement Agency: <u>DNR/DOF</u> Contractor: _____

PRODUCT	MANUFACTURER	CLASS & PREFERENCE PERCENTAGE	TOTAL DECLARED VALUE	REDUCTION AMOUNT
			_	
		_	_	
			TOTAL	\$



ALASKA PRODUCTS PREFERENCE WORKSHEET SMALL PROCUREMENT CONTRACT (CONSTRUCTION RELATED)

INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

Special Notice: All procurements, except those funded from Federal sources, shall contain Contract provisions for the preference of Alaska products. The products listed by the Bidder or Offeror on this worksheet must be selected for the referenced project from the Alaska Products Preference program as of the date specified for bid opening or the proposal due date in order to be considered for the Alaska Products preference. A product with an expired certification as of the date specified for bid opening or the proposal due date will not be considered for the Alaska Products preference. In addition, and in accordance with the program the products must be specified for use on the project. The listing of certified products is available from http://commerce.alaska.gov/dnn/ded/dev/AlaskaProductPreferenceProgram.aspx.

A. General. The Procurement Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Offeror's entries must conform to the requirements covering quote preparations in general. Discrepancies in price extensions shall be resolved by multiplying the declared total value times the preference percentage and adjusting any resulting computation(s) accordingly.

B. Form Completion - BASIC QUOTES

(1) Enter project number and name, the words "Basic Quote" and the CONTRACTOR's name in the heading of each page as provided.

(2) The Offeror shall compare those candidate products appearing on the preference listing (see Special Notice comments above) against the requirements of the technical specifications appearing in the contract documents. If the Offeror determines that a candidate product can suitably meet the contract requirements, then that product may be included in the worksheet as follows.

- (3) For each suitable product submitted under the "Basic Quote" enter:
 - the product name, generic description and its corresponding technical specification section number under the heading "PRODUCT,"
 - company name of the Alaska producer under the heading MANUFACTURER", and
 - product Class (I, II, or III) and preference percentage (3,5, or 7% respectively) under the CLASS / %" heading.
- (4) For each product appearing on the list and to be utilized by the CONTRACTOR, enter:
 - under the heading "TOTAL DECLARED VALUE" the manufacturer's quoted price of the product, (caution: this value is to be the manufacturer's quoted price at the place of origin and shall not include costs for freight, handling or miscellaneous charges of incorporating the product into the Work.) and
 - the resulting preference i.e. the preference percentage times the total declared value amount under the heading "REDUCTION AMOUNT."

(5) Continue for all "suitable" basic quote products. If the listing exceeds one page enter the words "Page # __SUB" in front of the word "TOTAL" and on the first entry line of the following pages, enter "SUBTOTAL OF REDUCTION AMOUNT FROM PREVIOUS PAGE."

(6) On the final page of the listing, enter "BASIC QUOTE PREFERENCE GRAND" immediately before the word "TOTAL."

(7) Total the entries in the "REDUCTION AMOUNT" column for each page by commencing at the first entry for that page. If a continuation page exists, ensure that the subtotal from the previous page is computed into the running total. Number pages as appropriate.

(8) Compute a Grand Total for the Basic Quote Preference. Enter this amount on the final page of the worksheet. (Note: When solicitations require written quotes this amount should also be entered on line "C" of the Basic Quote Schedule.) Submit worksheet(s) with the Quote Schedule.

C. Form Completion - ALTERNATE QUOTES

(1) Enter project number and name, the words "ALTERNATE QUOTE #____", and CONTRACTOR's name in the heading of each page as provided.

(2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE QUOTE # _____", and repeat procedures 2 through 5 under part B these Offeror's instructions, except that references to "Basic Quote" shall be replaced with the words "Alternate Quote # _____."

(4) Skip three lines and enter "LESS THE FOLLOWING NON-APPLICABLE ALASKA PRODUCTS".

(5) Beginning on the next line, enter the product name and manufacturer of each Alaska Product appearing on the "Basic Quote" listing that would be deleted or reduced from the Project should the "Alternate Quote" be selected. Details of entry need only be sufficient to clearly reference the subject product. (i.e. "Prehung doors by Alaska Door Co.," in lieu of "Prehung Solid Core Wood Door, model "Super Door", Section 08210, by Alaska Door Co., Anchorage.") Products being reduced shall specify the amount of the reduction. Should no products require deletion, enter "None". When a product is listed as a "NON-APPLICABLE ALASKA PRODUCT" for this alternate quote, and if under the basic quote the Offeror received a preference on his basic quote as a result of that product, then the applicable entries under the headings "TOTAL DECLARED VALUE" and "REDUCTION AMOUNT" (for each product and from the basic quote listing) shall also be entered into the corresponding headings of this form. Where only a portion of the products has been deleted, the entry (which will differ from those on the basic quote listing) may be "pro-rated" or as otherwise substantiated.

(6) Following the listing of all non-applicable Alaska products enter the words "NON-APPLICABLE PRODUCTS PREFERENCE FROM BASIC QUOTE _____SUBTOTAL" and enter a subtotal amount for all non-applicable products as listed. Determine the subtotal amount by adding all <u>non-applicable</u> entries in the "REDUCTION AMOUNT" column.

(7) At the bottom of the final page enter the words "ALTERNATE QUOTE # ____ PREFERENCE GRAND" immediately before the word "TOTAL."

(8) Compute a Grand Total for the Alternate Quote Preference (for Alternate # ____) by subtracting the non-applicable product preference subtotal from the additional product preference subtotal. Enter on the final page. (Note: When solicitations require written quotes this amount should also be entered on line "C" of the Alternate Quote Schedule.) Submit separate worksheet(s) with each Alternate Quote.



SMALL PROCUREMENT QUOTE SUBMITTAL (CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.: <u>Cache Creek Bridge Abutment Repair –</u> <u>RQS 190001381 - Resolicit</u> Location: <u>ADOT Bridge No. 1759, mile 9.5 of Cache Creek</u> <u>Road, near Fairbanks, Alaska</u>	Procurement Agency and Address: Department of Natural Resources Support Services Division 550 W 7 th Ave, Suite 1330 Anchorage, AK 99501 Date of Issuance: September 25, 2018		
Procurement Jim Sonnier, Procurement Specialist III Officer:	Bid is Due: October 10, 2018		
QUOTE: Offerors must read all attachments to this schedule.			
 Bid to perform project "Cache Creek Bridge Abutment I Total Cost: \$ 			
Total Cost: \$ I have reviewed the bid documents, with addenda, and understand the scope of services and conditions required for this project. I agree to furnish all necessary labor, materials, and equipment for the above amount(s). The Work shall be accomplished in a professional manner acceptable to the Project Manager. Contractor Contractor Reg. No Authorized Signature Title			
Contractor	_ Contractor Reg. No		
Authorized Signature	_ Title		
Address	r to (
Business License # EIN or SSN	Phone #		
	Alaska Products Pref. (worksheet) (SPC-007)		
•••••••••••••••••••••••••••••••••••••••	••••••		
Procurement Officer:			
Date of Receipt of Bid:			



