FACILITIES SECTION



INVITATION FOR QUOTES FOR A SMALL PROCUREMENT

FOR CONSTRUCTION CONTRACTS [per AS 36.30.320 (a)]

Project Name: Fire Sprinkler Inspection, Testing & Repair for Juneau Facilities FY 14
Project Number: 2014-0222-2552

Location:

Multiple Juneau Facilities

Contracting Agency and Address:

Funding Source:

M & O FY14

Physical Address:

Department of Administration Division of General Services 550 West 7th Avenue, Suite 1970 Anchorage, Alaska 99501

Mailing Address:

Date of Issuance:

4/16/2014

Department of Administration Division of General Services 550 West 7th Avenue, Suite 1970 Anchorage, Alaska 99501

Contracting Officer: Matt Moya

DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS:

The contractor shall furnish all labor, equipment, background checks, insurance and materials necessary to perform the work detailed herein to make the required, necessary repairs to the Fire Sprinkler Systems in multiple State Owned Facilities located in Juneau, Alaska as outlined in the attached Scope of Work and Bid Schedule. The contractor shall then conduct new inspections of the Fire Sprinkler Systems in each of the State Owned Facilities listed below and provide quotes to repair any new deficiencies found within ten (10) business days after inspections are completed.

- 1. State Office Building, 333 Willoughby Street, Juneau, AK 99801
- 2. Community & Regional Affairs Building, 150 Third Street, Juneau, AK 99801
- 3. Dimond Courthouse, 123 4th Street, Juneau, AK, 99801
- 4. Archives & Records Building, 141 Willoughby Street, Juneau, AK 99801
- 5. Court Plaza Building, 240 Main Street, Juneau, AK 99801
- 6. Governor's House, 710 Calhoun Street, Juneau, AK 99811
- 7. Public Safety Building, 450 Whittier Street, Juneau, AK 99811

The DOA/DGS Contracting Officer, Matt Moya, will conduct a simultaneous pre-bid meeting on Tuesday, April 22nd, 2014 at 1:00 PM. For those who wish to participate, you may attend in person at either The Robert B. Atwood Building located at 550 W. 7th Avenue, Suite 1970 Conference Room in Anchorage, Alaska 99501 or at the State Office Building located at 333 Willoughby Street in the 7th Floor Conference Room in Juneau, Alaska 99801. If you are unable to attend in person but wish to participate you may call into the conference by dialing 1-800-315-6338 code 0304#.

Site Visits will be conducted directly after the teleconference for those interested. All interested parties are asked to meet at the State Office Building located at 333 Willoughby Street, Juneau Alaska 99801 in the 7th Floor Conference Room.

Department of Administration, Division of General Services, 550 West 7th Avenue, Suite 1970 Anchorage, Alaska 99501

Included herein are the following documents:

- 1. Invitation for Quotes Form SPC-001 (5 Pages);
- 2. Ouote Submittal Form SPC-002 (1 Page);
- 3. NOA/NTP Form SPC-003 (3 Pages);
- 4. Exhibit "A" Bid Schedule (2 Pages);
- 5. Scope of Work (7 Pages);
- 6. Sprinkler Inspection Reports (43 Pages);

| THE PROJECT COST ESTIMATE IS: | | DAVIS-BACON WAGES (Title 36.05) | | THE FOLLOWING INSURANCE COVERAGES ARE REQUIRED: | | |
|--|-----------------------|------------------------------------|---------|---|-------------------|--|
| Γ | Under \$2,000 | F | are | P | Workers Comp | |
| I | \$2,000 - \$25,000 | 1 | are not | V | General Liability | |
| V | \$25,000 - \$100,000* | | | P | Automobile | |
| *Quotes in excess of \$100,000 will be deemed non-responsive | | required on this project | | * Comments as applicable: 1. Waiver of Subrogation for Workers Comp. 2. State additional insured for GL and Auto. | | |

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 2:00 PM local time on the 7th day of May, 2014. Late quotes cannot 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:

Contact: Matt Moya, Contracting Officer, at:

Physical Address:

Department of Administration Division of General Services 333 Willoughby Ave 10th Floor Conference Room SOB

Conference Room SOB Juneau, Alaska 99811-0210 Mailing Address:

Department of Administration Division of General Services 550 West 7th Avenue, Suite 1970 Anchorage, Alaska 99501

Office Phone: 907.269.0304

Fax: 907.269.0308

Email: matt.moya@alaska.gov

Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation

SUBMITTAL OF QUOTES:

Quotes for this Project must be submitted in the manner noted below. All Offerors must familiarize themselves with the *Instructions to Offerors*, page 4 of this form, prior to submitting their quote.

| \Box | Verbal | auotes | shall b | e given | to N/A. | Verbal | quotes | shall | not b | e acce | pted. |
|--------|--------|--------|---------|---------|---------|--------|--------|-------|-------|--------|-------|
|--------|--------|--------|---------|---------|---------|--------|--------|-------|-------|--------|-------|

☐ Written quotes, including amendments, withdrawals, must be received prior to the above noted deadline. Ouotes must be submitted on the form SPC-002, quote submittal, attached.

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:

CONTRACTING AGENCY ADDRESS:

| Name: | Fire Sprinkler, | Physical Address: | Mailing Address: |
|-------------|-----------------------|------------------------------|------------------------------|
| | Inspection, Testing & | Department of Administration | Department of Administration |
| | Repair FY 14 | Division of General Services | Division of General Services |
| Contract #: | 2014-0222-2552 | 550 West 7th Avenue, Suite | 550 West 7th Avenue, Suite |
| Attn: | Matt Moya | 1970 Anchorage, Alaska | 1970 Anchorage, Alaska 99501 |
| | | 99501 | |
| | | | |
| | | | |

Quote amendments or withdrawals must be made in writing to the individual of the Contracting Agency receiving the quotes, and must be received prior to the time for quote submittal.

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:

REVIEW THE PROJECT DOCUMENTS: 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 Contracting Agency for written documentation. If the scopes 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 Contracting Agency individual named on the front of this form.

<u>SUBMITTING THE QUOTE</u>: 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 Contracting 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 Contracting 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 Contracting Agency. Subcontractors may be added or removed only as approved by the Contracting Agency.

<u>DETERMINATION OF THE LOWEST RESPONSIBLE QUOTE AND CONTRACT AWARD</u>: Following receipt and determination of all **responsive** oral, written or sealed quotes, the Contracting Agency will compare the quotes and determine the lowest Offeror. If the Contracting 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 Contracting 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 Contracting Agency.

When determining the lowest quote, the Contracting 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. Upon request, a booklet fully describing the Alaska Products preference program is available from the Contracting Agency.

The Contracting Agency will make a determination of **responsibility** as required by 2 AAC 12.490. If the lowest Offeror is declared responsible, the Contracting 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.

NOTICE OF AWARD AND PROTEST: 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 Contracting Agency (or designee) and copied to the Contracting 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).

Contracting Agency Address:

Department of Administration

Division of General Services

Physical Address:

Location: Multiple Facilities in Juneau, Alaska

550 West 7th Avenue, Suite 1970 550 West 7th Avenue, Suite



SMALL PROCUREMENT QUOTE SUBMITTAL

CONSTRUCTION RELATED

Per AS 36.30.320(a)

Project Name: Fire Sprinkler Inspection, Testing & Repair for Juneau Facilities FY14
Project Number: 2014-0222-2552

Department of Administration

Division of General Services

Mailing Address:

Funding Source: M & O FY 14 Contracting Officer: Matt Moya

Date of Issuance:

4/16/2014

Bid is Due:

| Anchorage, Alaska 99501 | 1970 Anchorage, A | laska 99501 5 | 5/7/2014 @ 2:00 | PM local | l time | | | |
|--|-----------------------|-----------------|-----------------|------------|--------|--|--|--|
| QUOTE: Offerors must read all at | tachments to this scl | nedule. | | | - | | | |
| BASIC BID: Furnish all labor, equipment, background checks, insurance and materials necessary and perform all Fire Sprinkler Inspection, Testing & Repairs as specified in the attached Scope of Work and IFQ documents herein for the LUMP SUM of: | | | | | | | | |
| | | | zero | Dollars (v | vords) | | | |
| | | | 0.00 | \$ (fi | gures) | | | |
| I have reviewed the bid documents, with addenda attached, and understand the scope of services and conditions required for Project Number 2014-0200-2552. 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 Contracting Officer and shall be completed no later than July 31, 2014. Contractor: Contractor Reg. #: | | | | | | | | |
| | Contractor. | | | 0 | | | | |
| Authorized Signature: | | Title: | | | | | | |
| Address: | | | | | | | | |
| Business License #: | EIN or SSN: | | Phone #: (|)- | - | | | |
| Offeror is Claiming: Alaska Bidder's Preference Alaska Products Pref. (worksheet) | | | | | | | | |
| Contracting Officer: Date of Receipt of Bid: | | | | | | | | |

FACILITIES SECTION



NOTICE OF AWARD (NOA) / NOTICE TO PROCEED SMALL PROCUREMENT CONTRACT

FOR CONSTRUCTION CONTRACTS [per AS 36.30.320]

Project Name: Fire Sprinkler inspection, Testing & Repair FY 14
Project Number: 2014-0222-2552

Location of Project:

Multiple State Facilities,

Contracting Agency and Address:

Funding Source:

Juneau Alaska M & O FY14

Department of Administration Division of General Services 550 West 7th Avenue, Suite 1970

Anchorage, Alaska 99501

Date of Issuance:

4.16.2014

Department of Administration Division of General Services 550 West 7th Avenue, Suite 1970

Anchorage, Alaska 99501

Contracting Officer's Signature:

| то: | FOR: | THE CONTRACTOR MUST SUBMIT: |
|----------------|---|--|
| Phone: Fax: | Work related to Basic Bid of:, including the basic quote and alternate quote item(s): | ☐ Bonding* ☐ Certified Wages* ☐ Subcontractor List* * Comments as applicable: 1. Waiver of Subrogation for Workers Comp. 2. State additional insured for GL and Auto. |

Your quote of \$______ submitted on ______ , is accepted for performance of the Work described in the attached Invitation for Quotes (Form SPC-001), and the quote as submitted on the *Small*

Procurement Quote Submittal (Form SPC-002), and the attached Exhibit "A" which are a part of this Contract.

The Contractor must sign, date, and return this document, Contractors License, Business License, and Insurance Certificate to the address shown above. The Contracting Officer will then sign and return a copy to the Contractor, and the Award will be deemed finalized. The Work of this contract must commence <u>as described within contract documents</u>, following the date of signature by the Contracting Officer (i.e., the effective date of the Contract) and all Work of the Contract must be complete on or before July 31, 2014.

| Contractor's Signature of Contract Acceptance: _ | Date: |
|--|-------|
| Contractor a digitature of Contract recopulates. | Date: |

NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 25,000

In accordance with the protest rights afforded under 2 AAC 12.400(d)(2)(B) & (3), a copy of this Notice of Award is hereby provided to those individuals and businesses who submitted a response to the initial solicitation on which this award is made.

GENERAL CONDITIONS

[Construction Procurement under AS 36.30.320]

These terms, conditions and requirements apply to the Contract Documents describing the Work for the Project. If any provision of these Contract Documents is declared by a court to be illegal or in conflict with any law, the validity of the remaining provisions and the ensuing rights and obligations of the Parties to the contract shall not be affected.

Whenever used in these Contract Documents, the following terms shall have the indicated meaning. Any term not so defined shall have its ordinary meaning.

- Approved or Approval means written approval by the Contracting Officer or authorized representative.
- **Award** means the written acceptance of the lowest responsive and responsible quote by the Contracting Agency.
- Contract Documents includes the *Invitation for Quotes for a Small Procurement*, Form SPC-001 (with Instructions if issued), the *Notice of Award / Notice to Proceed*, Form SPC-003, any addenda, written changes, or attachments as noted in the description of the Work.
- Contracting Officer the person authorized to enter into and administer the contract on behalf of the Contracting Agency.
- Parties to the Contract includes the Contracting Agency, the owner Agency representing the State of Alaska, and the Contractor, being the entity contracting with the owner Agency for performance of the Work.
- Project the total construction, of which the Work performed under the Contract is the whole or part.
- Project Manager the Contracting Officer's authorized representative, responsible for Contract administration.

- Work is the act of, and the result from, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents.
- 1. The Contracting Officer (or authorized representative) has the authority to make findings, determinations and decisions with respect to the contract; to Approve materials, Work and payment therefore; and to modify or terminate the contract on behalf of the Contracting Agency.
- 2. The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related to the Project. The Contractor shall conduct all Work in such a manner that protects the public and State resources.
- 3. The Contractor must comply with all applicable laws, regulations, codes, ordinances and written directives issued by the Contracting Officer. In addition, the Contractor must obtain applicable licenses and permits; provide supervision, labor, tools, and new materials (except as may otherwise be provided by the Contracting Agency); and utilize Alaska Products and Wood Products when applicable (see AS 36.05.010 & AS 36.30.322).
- 4. The Contractor shall not award Work to any subcontractor without prior Approval from the Contracting Officer.
- 5. The Contracting Agency reserves the right to make written changes to the Contract Documents for modifications within the general scope of the Work.
- 6. Any act or occurrence, be it a result of an emergency, differing site condition or change order, which may form the basis of a claim for a price or time adjustment must be reported immediately to the Contracting Officer.
- 7. 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 Contracting Agency or the Department of Labor.
- 8. 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

- 9. The Contractor shall indemnify, save harmless, and defend the Contracting Agency, its agents and its employees in accordance with Appendix B1. Furthermore, the Contractor shall, prior to the Award of the contract, provide proof of Workmen's Compensation, General Liability, and Automobile Insurance in amounts as applicable under Appendix B1. These coverages shall remain in force for the duration of the Contract.
- 10. The Contractor shall remedy all defects in materials or workmanship that develop within a period of one year from the date of final payment.
- 11. The Contracting Agency will make final payment to the Contractor following approval of completion of all Work and the Contractor's submittal of all releases, warranties, record documents, permits and invoices. Liens or other claims relating to the Project may be withheld from final payment if written notice is first given to the Contractor. Acceptance of the final payment will constitute the Contractor's waiver to future claims.
- 12. Any dispute arising out of this Contract, which cannot be satisfactorily remedied by the Parties to the Contract, shall be resolved under AS 36.30.620 699.

APPENDIX B¹ INDEMNITY AND INSURANCE

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 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. 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.

FIRE SPRINKLER INSPECTION, TESTING & REPAIR FY14 IFQ 2014-0222-2552 SCOPE OF WORK

The contractor shall furnish all labor, tools, supplies, manufactured articles, transportation, equipment, background checks, insurance, permits and any other materials necessary to perform the work detailed herein to make the required, necessary repairs to the Fire Sprinkler Systems in multiple State Owned Facilities located in Juneau, Alaska as outlined in the attached Scope of Work, the Annual Inspection Reports and the Bid Schedule. Once repairs are made, the contractor shall then conduct new inspections of the Fire Sprinkler Systems in each of the State Owned Facilities listed below and provide quotes to repair any new deficiencies found within ten (10) business days after inspections are completed.

- 1. State Office Building, 333 Willoughby Street, Juneau, AK 99801(Wet System-Atrium Floors 8-11, Dry System in the Mechanical Areas Floors 6 & 7, and a Dry System in the Parking Structure Floors P1 and P2)
- Community & Regional Affairs Building, 150 Third Street, Juneau, AK 99801(Wet & Glycol System Exterior North Side and Basement)
- 3. Dimond Courthouse, 123 4th Street, Juneau, AK, 99801(Wet System Entire Building with Motor Driven Centrifugal Fire Pump)
- 4. Archives & Records Building, 141 Willoughby Street, Juneau, AK 99801 (Wet System-Entire Building)
- 5. Court Plaza Building, 240 Main Street, Juneau, AK 99801(Wet System Entire Building with Motor Driven Centrifugal Fire Pump)
- 6. Governor's House, 710 Calhoun Street, Juneau, AK 99811(Wet System-Entire Building)
- 7. Public Safety Building, 450 Whittier Street, Juneau, AK 99811(Wet System-Entire Building)

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents, which may be necessary for the complete and proper construction of the work in good faith, shall be provided by the contractor as though originally so indicated, at no increase in cost to the contracting agency.

PRE-BID MEETING:

The DOA/DGS Contracting Officer, Matt Moya will conduct a simultaneous pre-bid meeting on Tuesday, April 22nd, 2014 at 1:00 PM. For those who wish to participate, you may attend in person at either The Robert B. Atwood Building located at 550 W. 7th Avenue, Suite 1970 Conference Room in Anchorage, Alaska 99501 or at the State Office Building located at 333 Willoughby Street in the 7th Floor Conference Room in Juneau, Alaska 99801. If you are unable

to attend in person but wish to participate you may call into the conference by dialing 1-800-315-6338 code 0304#.

SITE VISITS:

Site Visits will be conducted directly after the teleconference for those interested. All interested parties are asked to meet at the State Office Building located at 333 Willoughby Street, Juneau Alaska 99801 in the 7th Floor Conference Room.

ACCESS PROCEDURES:

A. BACKGROUND CHECK PROCEDURES

- 1. Each person performing work on site under this contract (including contractors, contracting officers and/or job foreman) are required to obtain a background check through the Department of Public Safety and approved by the State of Alaska prior to the commencement of any work at the site.
- 2. The State reserves the right to deny access based on what is deemed in the best interest of the State. The background checks shall remain confidential in a file located in the facility manager's office.
- 3. The Contracting Officer will advise the Contractor of acceptance or denial for each individual to work on this project within 72 hours of submittal.
- 4. Approval or denial of all background checks will be at the sole discretion of the Department of Administration.

B. ACCESS PROCEDURES

- 1. Once an individual background clearance is approved to work on this project, the Contracting Officer will make arrangements for key cards / keys to be processed and delivered to The State Office Building, 333 Willoughby Avenue, 8th floor Calhoun Entrance Security Station for distribution. After the contract is awarded, each individual contractor employee will be required to complete a proximity card form to process their key card. The key card / keys will be available for pick up and return each work day at the State Office Building and issued by the unarmed security guard.
- 2. Each individual is required to pick up their own key card/key and show identification when pickup up and returning the key card/keys at the close of each work shift. Individuals without approved background checks will not be given access.
- 3. The Juneau State Office Building security station is manned 24/7 365 days a year. Contact number 907-465-2100.
- 4. Any change of the contractors employees named in the proposal must be pre-approved, in advance and in writing, by the Contracting Officer. Personnel changes that are not approved

by the state may be grounds for the state to terminate the contract.

REPAIR WORK: All repair work is to be completed after business hours (5:00 PM).

CERTIFICATION: All work shall be performed by holders of an active Class 2A or 2B permit issued by the Alaska State Fire Marshal's Office. The contractor and personnel engaged in the work covered by the specifications shall conform to current licensing requirements and regulations of the State of Alaska and local governing jurisdictions.

INSPECTIONS: The inspection shall be performed in accordance with the National Fire Protection Association (NFPA) Standard 25, for water based systems, 2002 Edition (or whichever standard is adopted by the State of Alaska Fire Marshal at the time of the inspection).

All inspection services may be performed during normal business hours (8:00 a.m. to 4:00 p.m., Monday – Friday, excluding holidays and weekends. If it is necessary to perform work during after the normal business hours, the Contractor shall provide a minimum of five (5) working days notice to the Contracting Officer before performing the inspection service or scheduled work based on change orders. Each building has varying occupying agencies that require advance notice so as not to disrupt work in progress for State business.

DISRUPTIONS: The contractor shall accomplish all inspection, testing and repair work with no disruption to the occupants and actuation of house alarms. If the maintenance or testing requires any building system to be shut down, the contractor is required to notify the Facilities manager who will coordinate the shutdown with the occupying agency. The contractor is responsible for notifying the Contracting Officer of any building system shutdown.

NOTIFICATION: The contractor is responsible for notifying the Facility Manager and Contracting Officer of any emergency services requiring inspection, testing, service or shut down **prior** to shutdown to ensure no critical communication or life safety systems.

PRICE: The Lump Sum Price shall include all personnel, equipment, permits, supplies and costs required to fulfill the contract as outlined in this document. The contractor will submit a price quote for each building based on the repairs listed on the Exhibit "A" Bid Schedule.

CONTRACTUAL CHANGES: The State reserves the right to add or subtract facilities from this contract. Should a facility be removed from this contract, the contract amount for that facility shall be adjusted to reflect the deduction of the inspection cost. Any changes will be made in the form of a contract amendment, issued by the State of Alaska, Division of General Services.

The Contracting Officer is the sole point of contact for contractual changes. All changes will be in writing. Any changes or work performed without such approval, even if approved by another State Agency, will be at the Contractor's expense.

Contract prices are to remain firm for the duration of the contract.

FUNDING: Funding has been appropriated for this project. However, if the cost for these services is greater than can be covered by the appropriated funds, the contract may be modified or cancelled by the State without penalty.

The fiscal year for the State of Alaska is a twelve-month period beginning July 1st and ending June 30th of the following calendar year. Contract payments from the State are subject to annual appropriation of funds by the Alaska State Legislature. After the initial fiscal year of the contract, the State has the right to terminate this contract in whole, or in part, if (1) the Alaska State Legislature fails to appropriate funds budgeted for continuation of this contract, and/or (2) the Alaska State Legislature fails to appropriate funds to the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the contract for fiscal necessity and non-appropriation of funds under this section shall not cause any penalty or liability to be charged to the State, and shall not constitute a breach or an event of default by the State.

STATE HOLIDAYS: Work shall not commence on State Holidays unless previously approved by the Contracting Officer. The recognized State Holidays are as follows:

New Year's Day
Martin Luther King Jr. Day
President's Day
Seward's Day
Memorial Day

Labor Day
Alaska Day
Veteran's Day
Thanksgiving Day
Christmas Day

Independence Day

INVOICES AND BILLING: The Contractor shall provide one itemized invoice per building within five (5) business days upon completion of the buildings required repair work and new building inspection.

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, non-renewal, 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.

Proof of insurance is required for the following:

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.

<u>Commercial General Liability Insurance</u>: 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.

<u>Commercial Automobile Liability Insurance</u>: 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.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the quote.

COMPLIANCE:

- A. <u>COMPLIANCE</u>: The Contractor must comply with all applicable Federal, State, and City laws and safety laws which have a bearing on the contract. Bidders must also have all licenses and operating permits required by the State and/or City and Borough of Juneau for performance of the services.
- B. <u>SAFE PRACTICES</u>: The Contractor is responsible to ascertain and adhere to all Occupational Safety Health Administration guidelines for services and material handling. Acceptable safe practices must be followed in the performance of the work. The contractor must comply with all standards of the State of Alaska, Dept. of Labor, Division of Labor Standards and Safety, and the City and Borough of Juneau. The Contractor or employees cannot be under the influence of a controlled substance while performing work on the sites designated in this contract.

BIDDER QUALIFICATIONS: The Contractor and employees must be capable and experienced in the work to be performed. The Contractor's work force must be of sufficient size to perform scheduled work and have equipment necessary to perform services as described.

CONTRACT AWARD: A contract award will be made to the lowest responsive and responsible bidder <u>based on the Lump Sum Cost on the attached Exhibit "A" Bid Schedule</u>.

Upon award the State's Contracting Officer or a Representative of the State and the Contractor will meet with a representative from the disposal company to review rules, billing and procedures

USE OF PREMISIS: The Contractor shall have limited use of the premises. Contract limits shall be confined to areas designated for recyclable materials.

Parking Lots: Do not use these areas for parking or storage of materials or equipment. No equipment will be visible to the public outside of the Contractors specified working hours.

Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor air intakes.

The Contractor must get the contracting officers approval on any schedule revision.

Any site visits outside of the designated work hours need to be approved by the contracting officer.

- 1. Administration: The contractor is highly encouraged to have the following technology for administrating the contract:
 - a) Personal computer with email and scanning capabilities.
 - b) Facsimile
 - c) Land line telephone
 - d) Cellular telephone
- 2. Operational: The contractor is highly encouraged to provide the following technology for field on-site operations to the contracting officer:
- 3. 24/7 cellular phone access for the general contractors on-site supervisor during the life of the contract, to facilitate communications during recyclable material removal operations.

BID SCHEDULE and SUBMITTAL INFORMATION

See the attached Bid Schedule labeled Exhibit "A".

Offerors must submit one hard copy of their proposal, in writing, to the Contracting Officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Administration
Division of General Services
Attention: Matt Moya, Contracting Officer
Invitation For Quotes (IFQ) Number: 2014-0222-2552

Project Name: FIRE SPRINKLER INSPECTION, TESTING & REPAIR FOR JUNEAU
FACILITIES FY 14
550 West 7th Avenue, Suite 1970
Anchorage, Alaska 99501

If using U.S. mail, please use the address shown above.

If using a <u>delivery service</u>, please use the address shown above.

Proposals must be received no later than 2:00 P.M., Alaska Standard Time (AST) on May 7th, 2014.

Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

If submitting a faxed proposal, it is the offeror's responsibility to contact the issuing agency at 907-269-0303 to make arrangements prior to faxing the proposal and to confirm that the proposal has been received.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **thomas.minelga@alaska.gov** as separate, clearly labeled attachments, such as "Vendor A — Technical Proposal.pdf" and "Vendor A — Cost Proposal.pdf" (Vendor A" is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20 megabytes (MB)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20MB and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at **907-269-0304** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, missing attachments or emails identified as undeliverable to the State system or if a vender uses an incorrect email address.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

| Offeror Information: | |
|----------------------|----------------|
| Official Information | Business Name: |
| | Contact: |
| | Phone: |
| | Email: |