



**STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES**

**INVITATION FOR QUOTES FOR  
A SMALL PROCUREMENT  
(CONSTRUCTION RELATED)**

[per AS 36.30.320(a)]

Project Name & No.: <u>Purchase and Install Fabric Storage Structure for Forestry in Fairbanks, Alaska</u> Project No. <u>RQS 190004134</u> Location: <u>3700 Airport Way, Fairbanks, Alaska, 99701</u>	Procurement Agency and Address: <u>Department of Natural Resources</u> <u>Support Services Division</u> <u>550 W 7<sup>th</sup> Ave, Suite 1330</u> <u>Anchorage, AK 99501</u>
Procurement Officer: <u>Jim Sonnier, Procurement Specialist III</u>	Date of Issuance: <u>December 11, 2018</u>
<b>DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS:</b> The Contractor is required to provide all labor, equipment, and materials necessary to purchase and install a fabric storage structure according to the specifications attached to this IFQ. <b>Deadline for Completion of this project: June 30, 2019.</b>	
The Project cost estimate is: <input type="checkbox"/> under \$10,000 <input type="checkbox"/> \$10,000 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input checked="" type="checkbox"/> \$100,001 - \$200,000 <sup>1,2</sup> 1. Quotes in excess of <b>\$150,000</b> may be deemed non-responsive. Davis-Bacon Wages (Title 36.05): are required on this project.	
The following insurance coverages are required: <input checked="" type="checkbox"/> Workers Comp <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile	
<b><u>Bonding Requirements: Bid Bond (25D14DNR), Payment Bond (25D12DNR), and Performance Bond (25D13DNR)</u></b>	
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 <b>2:00 p.m.</b> prevailing Alaska time on <b>December 27, 2018</b> . 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: <u>Jim Sonnier, Procurement Officer</u> at: <u>550 W. 7<sup>th</sup> Ave, Suite 1330, Anchorage, Alaska, 99501</u> Telephone: (907) 269-8687   Fax: (907) 269-8909   Email: <u>dnr.ssd.procurement@alaska.gov</u> Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation.	
<b>SUBMITTAL OF QUOTES:</b> 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.	
<input type="checkbox"/> - VERBAL QUOTES SHALL BE GIVEN TO _____ AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE. (See above <b>Bonding Requirements</b> .)	
<input checked="" type="checkbox"/> - WRITTEN QUOTES, INCLUDING AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SUBMITTED ON FORM SPC-002, QUOTE SUBMITTAL, ATTACHED. (See above for <b>Bonding Requirements</b> .)	
Written quotes may be submitted by fax, email, hand delivered, or mailed in a sealed envelope. Confidentiality is only assured for sealed quotes. DNR Procurement is not responsible for delays in transmission of faxes or emails between the sender and DNR Procurement. Mailed quotes must allow time for delivery and the envelope must be marked as follows:	
<b><u>Quote for Project:</u></b> Name: <u>Fabric Storage Structure for Forestry in Fairbanks</u> Number: <u>Project No. RQS 190004134</u>	<b><u>Procurement Agency Address:</u></b> <u>Department of Natural Resources, Support Services</u> <u>Procurement Section, 550 W 7<sup>th</sup> Ave., Ste. 1330</u> <u>Anchorage, Alaska 99501</u>
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.	



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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 an offer and no written information has been provided, you should ask the procurement Agency for written documentation. If the scope of services has 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 an Offer, carefully review and consider all materials related to the solicitation and work of the contract. **By submitting an offer, 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 an offer. If the procurement Agency determines the Offeror is improperly registered or licensed, their quote may be deemed nonresponsive.

**SUBCONTRACTOR LISTING:** 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 booklet 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 <https://www.commerce.alaska.gov/web/ded/dev/alaskaproductpreferenceprogram.aspx>.

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 non-responsible, 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 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).

## APPENDIX B<sup>1</sup> 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. 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.

**Scope of Work:** The Division of Forestry is soliciting competitive quotes for a qualified contractor to provide all labor, supplies, equipment and materials to purchase and install a fabric storage structure at the Northern Region Office located at 3700 Airport Way, Fairbanks, Alaska as described in this document.

Contractor is to provide resources to complete this project without any adjustments in the original bid amount or contract time.

**A. Project Location:** Division of Forestry, Northern Region Office, 3700 Airport Way, Fairbanks, Alaska, 99701.

**B. Site Visit:** Offerors are encouraged to visit the site on their own. There will be no formal site visit. 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 of this IFQ. Contact Sarah Burnett at 907-451-2611 to arrange a site visit. The contact person will only be allowed to show the bidder the site location and cannot and will not answer any questions relating to this IFQ or the services to be provided under a contract resulting from this IFQ. Questions concerning the IFQ or services to be provided must be in writing and directed to the DNR Procurement office.

**C. Contractor Responsibilities:**

1. Purchase and install a 40 foot wide by 100 foot long (4,000 sf) fabric structure meeting the following minimum specifications:
  - a. In-line galvanized steel framework;
  - b 10 ft O.C. truss spacing;
  - c. 4 mil coated fire retardant (FR) polyethylene fabric main cover and end panels;
  - d. One fabric FR weather tight end wall enclosure with steel end support structure, stiffeners, and all hardware configured for: 1 each 12 ft x 14 ft overhead door opening, jamb, and header package; and 1 each 3 ft x 7 ft personnel door opening, jamb, and header package;
  - e. One solid end fabric FR weather tight end wall closure with steel end support structure, stiffeners, and all hardware;
  - f. Perimeter base termination package;
  - g. Stamped structural drawings;
  - h. 2012 International Building Code;
  - i. Occupancy Category II Standard;
  - j. Must withstand minimum basic wind speed of 90 mph (3 second gust), wind exposure category C (enclosed design);
  - k. Must withstand minimum ground snow load of 60 psf and roof snow load of 50 psf;
  - l. Thermal factor 1.2 (unheated);
  - m. Foundation: 4 inch x 12 inch all weather wood timber perimeter foundation with stakes and all attachment hardware;
  - n. Personnel Door: 1 each, white, 3 ft x 6 ft 8 inches door with vision glass and EZ lock and lever;
  - o. Overhead Door: 1 each, white, 12 ft tall x 14 ft wide, roll-up, 26 gauge, grade 80 corrugated steel curtain, 8:1 reduced-drive chain hoist, dead axle torque tube assembly system, high performance springs, interior slide steel latches, maintenance free rust resistant components, saddle tensioner assembly, universal mounting brackets; and
  - p. Passive ventilation consisting of 1 each 24 inch x 24 inch galvanized steel non-operable air vent with steel framing package in each end wall (2 vents total).
2. Site Pad: Structure to be mounted on an existing gravel pad. Minimum site preparation may be necessary prior to erecting the structure and will be performed by the successful contractor.
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. 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.
6. The contractor will be responsible for his/her own lodging, food, and transportation required for this project.

- D. Mobilization and Demobilization:** Mobilization and demobilization costs must be included in the total offer for the job.
- E. Contract Term:** From Notice to Proceed (NTP) to June 30, 2019. The deadline for completion may be extended at the sole discretion of the State should environmental conditions prohibit installation during June of 2019.
- F. Method of Award:** Award will be made AS ONE LOT to the responsive and responsible offeror who submits the lowest total cost for the project.
- G. Contract Administration:** Overall contract administration will be the responsibility of the Department of Natural Resources Procurement Officer Marlys Hagen, or her designated representative. Ms. Hagen may be contacted by phone at (907) 269-8687 or fax (907) 269-8909. Only the DNR Procurement Specialist has full authority to alter, amend, or change a contract resulting from this solicitation.
- H. Day to Day Contract Administration:** Day to day contract administration is the responsibility of the Forestry Project Manager or their designated representative. Neither the Project Manager nor their designated representative can substantially change or alter a contract resulting from this solicitation. The Project Manager will be identified in the contract resulting from this IFQ.
- I. 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 Forestry Project Manager 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.
- J. Contract Changes - Unanticipated Amendments:** During the course of this contract, 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 Forestry Project Manager in charge 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.
- K. Termination for Default:** If the Forestry 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 of the remaining work.

- L. Payment of Work:** Complete payment will be made 1) upon completion of the project to the satisfaction of the Forestry Project Manager in charge 2) Upon receipt of the notice of completion of Public Works approved by the Alaska Department of Labor and Workforce Development (DOL) if required, and 3) upon receipt of the contractor's original, accurate and complete invoice. **Full payment cannot be made without the notice of completion of public works form signed by DOL. If required, it is the contractor's responsibility to provide the DOL signed notice of completion of public works with their final invoice for payment.**

**Submit Invoices to:**

State of Alaska  
Department of Natural Resources  
Division of Forestry  
550 W. 7<sup>th</sup> Avenue, Suite 1450  
Anchorage, Alaska, 99501  
Attn: RQS 190004134 Fabric Storage Structure for Forestry in Fairbanks, Alaska

- M. Subcontractors:** A list of subcontractors must be provided along with quote.

- N. 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>.



**STATE OF ALASKA**  
**DEPARTMENT OF NATURAL RESOURCES**  
**SMALL PROCUREMENT QUOTE SUBMITTAL**  
**(CONSTRUCTION RELATED)**  
 [per AS 36.30.320(a)]

Project Name & No.: <u>Purchase and Install Fabric Storage Structure for Forestry in Fairbanks, Alaska</u> Project No. <u>RQS 190004134</u> Location: <u>3700 Airport Way, Fairbanks, Alaska, 99701</u>	Procurement Agency and Address: <u>Department of Natural Resources</u> <u>Support Services Division</u> <u>550 W 7<sup>th</sup> Ave, Suite 1330</u> <u>Anchorage, Alaska 99501</u>
Procurement Officer: <u>Jim Sonnier, Procurement Specialist III</u>	Date of Submittal: _____ <b>Quote is Due: NLT 2:00 P.M. 12/27/2018</b>
<p><b>QUOTE:</b> Offerors must read all attachments to this schedule. <b>Complete and submit this form to the DNR Procurement Officer not later than 2:00 p.m. on December 27, 2018.</b> Quote submittal information is shown on page 1 of this IFQ. <b>Award will be made as One Lot based on Total Bid Amount to the lowest responsive and responsible offeror.</b> Contact Jim Sonnier at (907) 269-8687 with questions concerning this IFQ.</p> <p>1. <b>Cost to Purchase Structure:</b> \$ _____</p> <p>2. <b>Cost to Install Structure:</b> \$ _____</p> <p>3. <b>Total Bid Amount</b> \$ _____.</p> <p>I have reviewed the bid documents, with addenda _____, and understand the scope of services and conditions required for Project number <b>RQS 190004134</b>. 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.</p> <p>Contractor _____ Contractor Reg. No. _____</p> <p>Authorized Signature _____ Title _____</p> <p>Address _____</p> <p>Business License # _____ EIN or SSN _____ Phone # _____</p> <p>Offeror is Claiming:    <input type="checkbox"/> Alaska Bidder's Preference                      <input type="checkbox"/> Alaska Products Pref. (worksheet)                                         <input type="checkbox"/> Alaska Veteran Preference</p> <p>.....</p> <p style="text-align: center;">Procurement Officer: _____</p> <p style="text-align: center;">Date of Receipt of Bid: _____</p>	

Offeror to Complete this Portion



**STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES**

**NOTICE OF AWARD (NOA)  
SMALL PROCUREMENT CONTRACT  
(CONSTRUCTION RELATED)**

[per AS 36.30.320]

Project Name & No.: <u>Purchase and Install Fabric Storage Structure for Forestry in Fairbanks, Alaska</u> Project No. RQS 190004134 Location: <u>3700 Airport Way, Fairbanks, Alaska, 99701</u>	Procurement Agency and Address: <u>Department of Natural Resources Support Services Division 550 W 7<sup>th</sup> Ave., Suite 1330 Anchorage, Alaska 99501</u>
Procurement Officer's Signature:	Date of Issuance:

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<b>TO:</b> _____ _____ _____	<b>FOR:</b> Work related to Total Bid of: <u>Project Number RQS 190004134</u> including the basic quote and alternate quote item(s): <u>N/A</u> _____ _____	<table border="1"> <tr> <th colspan="2">The Contractor Must Submit:</th> </tr> <tr> <td>Insurance*</td> <td align="right"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Bonding*</td> <td align="right"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Certified Wages*</td> <td align="right"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Dept. of Labor (Notice of Work) *</td> <td align="right"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Subcontractor List*</td> <td align="right"><input checked="" type="checkbox"/></td> </tr> </table> <p>* Comments as applicable:</p>	The Contractor Must Submit:		Insurance*	<input checked="" type="checkbox"/>	Bonding*	<input checked="" type="checkbox"/>	Certified Wages*	<input checked="" type="checkbox"/>	Dept. of Labor (Notice of Work) *	<input checked="" type="checkbox"/>	Subcontractor List*	<input checked="" type="checkbox"/>
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Subcontractor List*	<input checked="" type="checkbox"/>													

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Your quote in the amount 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), which are a part of this Contract.

The Contractor must sign, date, and return this document to the procurement address shown above. The Procurement Officer will then sign and return a copy to the Contractor, and the Award will be deemed made. The Work of this contract may not commence until the Notice to Proceed (NTP) is issued.

Contractor's Signature of Contract Award Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

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**NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 50,000**

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.





STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

**NOTICE OF AWARD (NOA)  
SMALL PROCUREMENT CONTRACT  
(CONSTRUCTION RELATED)**

**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 Procurement Officer or authorized representative.
  - **Award** - means the written acceptance of the lowest responsive and responsible quote by the Procurement 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.
  - **Procurement Officer** - the person authorized to enter into and administer the contract on behalf of the Procurement Agency.
  - **Parties to the Contract** - includes the Procurement 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 Procurement 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 Procurement 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 Procurement 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 Procurement 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 Procurement 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 Procurement Officer.
  5. The Procurement 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 Procurement 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 Procurement 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:**

<https://certpav.dol.alaska.gov/Portal.aspx>

9. The Contractor shall indemnify, save harmless, and defend the Procurement Agency, its agents and its employees in accordance with Appendix B1 below. 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 Procurement 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.



**STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES**

**NOTICE TO PROCEED (NTP)  
SMALL PROCUREMENT CONTRACT**

(CONSTRUCTION RELATED)

[per AS 36.30.320]

Project Name & No.: <u>Purchase and Install Fabric Storage Structure for Forestry in Fairbanks, Alaska</u> <u>Project No. RQS 190004134</u> Location: <u>3700 Airport Way, Fairbanks, Alaska, 99701</u>	Procurement Agency and Address: <u>Department of Natural Resources</u> <u>Support Services Division</u> <u>550 W. 7<sup>th</sup> Ave., Suite 1330</u> <u>Anchorage, AK 99501</u>
Authorizing Signature: _____	Date of Issuance: _____

\*\*\*\*\*

**TO:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....

You have successfully met the requirements for submittal of all contract documents to the Procurement Agency and Dept. of Labor and Workforce Development related to the subject Project.

Upon receipt of this document, the Contractor may begin work on the subject project, in coordination with the Project Manager and in accordance with the terms of the contract. The Work of the Contract must be complete as soon as possible but **No Later Than June 30, 2019.**

Contractor's Signature of Acknowledgment: \_\_\_\_\_ Date: \_\_\_\_\_



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

**BID BOND**

For

**Purchase and Install Fabric Storage Structure for Forestry in Fairbanks, Proj No RQS 190004134**

Project Name and Number

DATE BOND EXECUTED: \_\_\_\_\_

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	[ <input type="checkbox"/> ] Individual	[ <input type="checkbox"/> ] Partnership
	[ <input type="checkbox"/> ] Joint Venture	[ <input type="checkbox"/> ] Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

<b>A.</b>	<b>B.</b>	<b>C.</b>
PENAL SUM OF BOND:		DATE OF BID:

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on the above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefor, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

**PRINCIPAL**

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.

Corporate Seal

See Instructions on Reverse

**CORPORATE SURETY(IES)**

<b>Surety A</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

<b>Surety B</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

<b>Surety C</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

**INSTRUCTIONS**

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

**PERFORMANCE BOND**  
SMALL PROCUREMENT CONTRACT  
(CONSTRUCTION RELATED)

For

**Purchase and Install Fabric Storage Structure for Forestry in Fairbanks, Proj No RQS 190004134**  
Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,  
firmly bound and held unto the State of Alaska in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the \_\_\_\_\_ of \_\_\_\_\_ A.D., 20\_\_\_\_, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Department of Transportation and Public Facilities any sums paid him which exceed the final payment determined to be due upon completion of the project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

**Principal:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone:** (     ) \_\_\_\_\_

**Surety:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone:** (     ) \_\_\_\_\_

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Department of Natural Resources Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

See Instructions on Reverse

## **INSTRUCTIONS**

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

**PAYMENT BOND**

Bond No. \_\_\_\_\_

For

**Purchase and Install Fabric Storage Structure for Forestry in Fairbanks, Proj No RQS 190004134s**  
Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,  
firmly bound and held unto the State of Alaska in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) good and lawful money of the United States of America for the payment whereof,  
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the \_\_\_\_\_ of \_\_\_\_\_  
A.D., 20\_\_\_\_, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements  
of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work  
under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any  
subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they  
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_,  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_\_.

**Principal:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone:** (     ) \_\_\_\_\_

**Surety:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone:** (     ) \_\_\_\_\_

The offered bond has been checked for adequacy under the applicable statutes and regulations:

\_\_\_\_\_  
Alaska Department of Natural Resources Authorized Representative

\_\_\_\_\_  
Date

See Instructions on Reverse

## **INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.