DEPARTMENT OF TRANSP INVITATION A SMAL (CONSTR	TE OF ALASKA ORTATION AND PUBLIC FACILITIES N FOR QUOTES FOR L PROCUREMENT UCTION RELATED) AS 36.30.320(a)]		
Project Name & No.: <u>Preventive Maintenance Luminaire</u>	Procurement Agency and Address:		
Replacement; 0003219/SFHWY00054	State of Alaska, DOT&PF 6860 Glacier Hwy., Juneau, AK 99801-7999		
Location: Juneau, AK	OR Box 112506, Juneau, AK 99811-2506		
Procurement Officer: D. Lance Mearig, P.E.	Date of Issuance: 01/25/2019		
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF A	TTACHMENTS: Funding Source: Federal		
Supply all labor and equipment, including traffic control to replace high pressure sodium lights with state furnished LED light fixtures. HPS lights shall be returned to the DOT maintenance yard in Juneau. Photos of the locations for the 23 new LED's are provided (attached). Completion date for this work is 03/31/2019 .			
The Project cost estimate is: under \$10,000 \$10,000 - \$50,000 1. Quotes in excess of \$200,000 will be deemed non-responsive. 2. <u>Any pro</u> & FTA funded contracts is \$100,000. Limit for FHWA funded contract is	viect in excess of \$100.000 must be bonded. 3. Limit for FAA		
	red on this project.		
The following insurance coverages are required: Workers Con			
Bonding Requirements: Any project in excess of \$100,000 must be bonded. The undersigned proposes to furnish Payment Bond in the amount of 50% and Performance Bond in the amount of 50% (of the contract), as surety conditioned for the full, complete and faithful performance of this contract. (See Payment Bond SPC-005 and Performance Bond SPC-006 forms.)			
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</u> local time on the <u>05</u> day of <u>February</u> , <u>2019</u> . 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: Title: <u>Marcus Zimmerman</u> , <u>M&O Specialist</u> , at: <u>6860 Glacier Highway</u> , <u>Juneau</u> , <u>AK</u> 9980			
E-Mail: <u>marcus.zimmerman@alaska.gov</u> , Telephone:(907) <u>465-4655</u> ; 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 <i>Instructions to Offerors</i> , page 2 of this form, prior to submitting their quote.			
AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE. (See above Bonding Requirements.)			
- 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 Bonding Requirements.)			
Written quotes may be submitted by Fax, e-mailed, 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:		
Name: <u>Preventive Maintenance Luminaire Replacement</u>	State of Alaska, DOT&PF		
Number: SFHWY00054 Attn: Kami Bartness, Contracts Officer	6860 Glacier Hwy. Juneau, AK 99801-7999		
Fax: (907) 465-4238 E-Mail: kami.bartness@alaska.gov			

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.



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 bocklet 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.

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).

3. INDEMNITY AND INSURANCE – The following insurance is required for all construction contracts: 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 "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.



SMALL PROCUREMENT QUOTE SUBMITTAL (CONSTRUCTION RELATED) [per AS 36.30.320(a)]

Project Name & No.:		Preventive Maintenance Lur	Procurement Agency and Address:ninaireState of Alaska, DOT&PF
			(Q(Q)Classian Harris
		Replacement; SFHWY0005	<u>4</u> Juneau, AK 99801-7999
			OR Box 112506
Location: June	eau, AK		Juneau, AK 99811-2506
-	0.7		Date of Issuance: 01/25/2019
Procurement Officer:			Bid is Due: February 5, 2019; 2:00 PM
QUOTE: Offerors must read all attachments to this schedule.		st read all attachments to this	
-			
Fixed Pr	rice of:		
Dollars (\$			
Donars (5).	
State Wage R	Rates ("]	Little" Davis-Bacon Wages)	can be downloaded from the following website:
http://146.63	3.75.50	/lss/pamp600.htm.	
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NOTICE OF AWARD (NOA) SMALL PROCUREMENT CONTRACT (CONSTRUCTION RELATED)

[per AS 36.30.320]

Project Name & No.:	Preventive Maintenance Luminaire Replacement; SFHWY00054	Procurement Agency and Address: <u>State of Alaska, DOT&PF</u> <u>6860 Glacier Hwy.</u>
Location: Juneau, A	ιK	<u>Juneau, AK 99801-7999</u> OR Box 112506 Juneau, AK 99811-2506
Procurement Officer's	Signature:	Date of Issuance: 01/25/2019

то:	FOR:	The Contractor Must S	ubmit:
	Work related to Basic Bid of: <u>Preventive Maintenance</u> <u>Luminaire Replacement;</u> <u>SFHWY00054</u> , including the	Insurance*	X
		Bonding*	
		Certified Wages*	X
	basic quote and alternate quote item(s):	Department of Labor (Notice of Work)*	X
		Subcontractor List*	X
		* Comments as application	ble:
Your quote in the amount of superformance of the Work described in the attac quote as submitted on the <i>Small Procurement Q</i> this Contract.	hed Invitation for Quotes	(Form SPC-001), a	and the
The Contractor must sign, date, and return this document to the <i>procurement</i> 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 Accept	ance:	Date :	

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), <u>a copy</u> 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.



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: <u>http://www.labor.state.ak.us/lssforms.htm</u>

- 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.

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. 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.



NOTICE TO PROCEED (NTP) SMALL PROCUREMENT CONTRACT (CONSTRUCTION RELATED)

[per AS 36.30.320]

Project Name & No.: <u>Preventive Maintenance Luminaire</u>	Procurement Agency and Address: State of Alaska, DOT&PF
Replacement; SFHWY00054	6860 Glacier Hwy.
Location: Juneau, AK	Juneau, AK 99801-7999
Procurement Officer's Signature:	Date of Issuance: 01/25/2019

TO:	
	for submittal of all contract documents to the orkforce Development related to the subject Project.
with the terms of the contract. The Work of this	may begin work on the subject project, in accordance s contract must commence within 10 calendar days ont Officer, shown above (i.e., the effective date of the
Contract must be complete on or before <u>March</u> ,	31, 2019
Contractor's Signature of Acknowledgment:	Date :

A LAND

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SUBCONTRACTOR LIST

	Project Na	me and Number	
The apparent low bidder shall complete this business on the fifth working day after rece			l by the Contracting Officer prior to the close of nt.
An apparent low bidder who fails to sub nonresponsible and may be required to forf			orm within the time allowed will be declared
Scope of work must be clearly defined. I percent of work to be done by each.	f an item of work	is to be performed	by more than one firm, indicate the portion or
	Work on the a contracts	above-referenced	project will be accomplished without
Subc	Or		
[🗋] List		contractors as fol	lows:
ADDRESS, CO		S LICENSE NO., ACTOR'S	SCOPE OF WORK TO BE PERFORMED
PHONE NO.	REGISTR	ATION NO.	
CONTIN	L UE SUBCONTRAC	TOR INFORMATION	ON REVERSE
			censes and Contractor Registrations will be without federal-aid funding (State funding
only), I hereby certify the listed A			Registrations were valid at the time bids were
opened for this project.			
Signature of Authorized Company Representative		Title	
Company Name		Company Addres	ss (Street or PO Box, City, State, Zip)
Date		Phone Number	

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED