

<b>REQUEST FOR QUOTATION (RFQ)</b>		<b>PROCUREMENT OFFICE</b>			
<b>READVERTISED-RFQ Issue Date: August 27, 2019</b> <b>RFQ No: 18-205-20</b>  <b>Quotation Due Date: September 5, 2019 until 3:00 p.m. AKST</b>		Department of Environmental Conservation Division of Administrative Services, Procurement Section 555 Cordova Street Anchorage, Alaska 99501			
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<b>VENDOR NOTICE (This is NOT a Purchase Order)</b>  This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all charges, but exclude applicable taxes. Return the quotation prior to the above time and date to the above address or email the Procurement Officer referenced below. Please reference the Procurement Officer's name and the RFQ number.					
Location of Work: <b>5251 Dr. MLK Jr Ave</b> <b>Anchorage, AK 99507</b>		<b>Procurement Officer: Christine Mash</b> <b>E-mail: <a href="mailto:DECDASPROCUREMENT@alaska.gov">DECDASPROCUREMENT@alaska.gov</a></b> <b>Phone: (907) 269-0291</b>			
<b>VENDOR QUOTATION</b>					
<p>On behalf of the State of Alaska, Department of Environmental Conservation, Division of Environmental Health, Environmental Health Lab is soliciting quotes for exterior concrete repairs. Quotes will be received until 3:00 p.m. Alaska Time, <b>September 5, 2019</b>. Quotes received after the specified deadline will not be considered.</p> <p>All work shall be completed by October 1, 2019.</p> <p>Scope of Work includes: Reference Attachment One, Scope of Work with Attachments, four pages.</p> <p>DEC, Environmental Health Lab estimates a budget of between <b>\$35,000.00</b> and <b>\$40,000.00</b> dollars for completion of this project. Quote price at more than <b>\$40,000.00</b> will be considered non-responsive.</p> <p><b>Email Preferred: <a href="mailto:DECDASPROCUREMENT@alaska.gov">DECDASPROCUREMENT@alaska.gov</a></b></p> <p><b><u>AWARD:</u></b> Award shall be made to the lowest responsive and responsible bidder responding to this RFQ.</p>					
<b>THIS SECTION MUST BE COMPLETED BY VENDOR</b>					
<b>Lump Sum, in words:</b> _____ /US\$_____					
Company Name	Address	City	State	ZIP Code	Phone Number
Alaska Business License No.	Vendor Tax I.D. No.	Do you qualify for <b>MBE/WBE</b> ? [    ] Yes                    [    ] No			
_____ Signature		_____ Date		_____ Typed Name and Title	

## **INSTRUCTIONS TO BIDDERS TERMS AND CONDITIONS**

- 1. REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.
- 2. QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.
- 3. SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.
- 4. QUOTE REJECTION:** The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.
- 5. EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.
- 6. ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.
- 7. PRICES:** The offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
  - Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
  - "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
  - Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
  - Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers;
  - Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.
- 8. PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.
- 9. PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

**10. VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

**11. 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.

**12. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**13. TITLE:** Title passes to the State for each item at FOB destination.

**14. FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.

**15. COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

**16. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

**17. SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

**18. FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.

**19. QUOTE PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in quote preparation.

**20. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.

**21. CONTRACT FUNDING:** Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

**22. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

**23. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

**24. SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

**25. FORCE MAJEURE** (Impossibility to perform): The parties to a contract resulting from this RFQ are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**26. LATE QUOTES:** Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

**27. CONTRACT EXTENSION:** Unless otherwise provided in this RFQ, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

**28. DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**29. DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this RFQ that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

**30. GOVERNING LAW; FORUM SELECTION:** A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**31. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

**32. CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**33. ORDER DOCUMENTS:** Except as specifically allowed under this RFQ, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this RFQ. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this RFQ.

**34. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

**35. OFFERORS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.

**36. COMPLIANCE WITH ADA:** By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

**37. MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN'S BUSINESS ENTERPRISE (WBE) MBE/WBE PREFERENCE:** To receive the points, the qualified Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) Contractor or subcontractor must provide evidence of certification and the work that they shall perform.

This procurement is funded in part or fully through federal grants or cooperative agreements. It is a national policy to award a fair share of contracts to Minority Firms and Women's Business Enterprises through affirmative action. The negotiated Federal "Fair Share" percentage for fiscal years 2018 through 2019 is 3.67% MBE and 1.54% WBE. This solicitation incorporates a five point preference for all qualified minority firms and women's business enterprises.

In order to be deemed a bona fide Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) a firm must be an independent business concern which is a least fifty-one percent (51%) owned and controlled by minority group members or women.

It is the responsibility of the offeror to include in the proposal their qualifications and/or of the qualifications of their subcontractors for this preference. It is also the responsibility of the offeror claiming eligibility for this preference to pledge in the proposal that the eligible subcontractor will be guaranteed at least 5.21% of the proposed work.

Following is an example of how the preference points will be calculated for qualifying businesses:

MBE/WBE Offeror's Preference

[STEP 1] Determine the number of points available to MBE/WBE eligible offerors under this preference.

Total number of points available in this example situation = 100 Points

$$\begin{array}{rcccl} 100 & \times & 5\% & = & 5 \\ \text{Total Points} & & \text{MBE/WBE Offeror's} & & \text{Number of Points Available} \\ & & \text{Percentage Preference} & & \text{to Eligible Offerors} \\ & & & & \text{Under MBE/WBE Preference} \end{array}$$

[STEP 2] Add the preference points to the qualified MBE/WBE offers. In a hypothetical situation, there are three (3) offerors. After being evaluated, each received the following points:

Offeror #1	95 Points
Offeror #2	90 Points
Offeror #3	92 Points

Before preference points are calculated, offeror #1 is the apparent winner. However, in this hypothetical situation, offeror #2 and offeror #3 are eligible for the MBE/WBE preference. After adding five (5) points to their scores, offeror #3 is the new apparent winner, with ninety-seven (97) points.

## **Attachment One**

### **OVERVIEW**

The State of Alaska (SOA) Environmental Health Lab (EHL) grounds incurred concrete damage to curbs and sidewalks during the November 2018 earthquake. The EHL is soliciting bids for the repair of the concrete curbs and sidewalks.

Photos and locations of damaged concrete are provided at this URL (<http://dec.alaska.gov/eh/lab/concrete-photos.aspx>). Also included are two maps with damage locations and a photo list (red text). The maps (Attachments Two and Three) and photo list (Attachment One) include information about asphalt damage (green text) that does not apply to this scope of repair.

### **SCOPE OF WORK**

The Contractor shall complete the following:

1. Demo and remove areas to be replaced to the nearest joint or saw cut. Dispose of all debris off site;
2. Roll existing sub grade materials to achieve maximum density to support the replacement concrete;
3. Install forms as necessary to retain and support concrete;
4. Install concrete reinforcement such as wire mesh and rebar as required by local codes and accepted industry standards;
5. Install concrete in accordance with local codes and accepted industry standards. Install expansion joint material as required. Install crack control joints where applicable;
6. There are several cracked locations emanating from the center of the building corners. Modify these damaged areas so that the associated expansion joint or crack control joint extends away from the building in line with the building wall so as to remove the high stress point at the extreme corner of the building;
7. Concrete surface shall be light broom finished to ensure traction;
8. Apply curing compound and/or provide protection against the elements as necessary to promote curing of new installation;
9. Remove forms and backfill as required;
10. Apply caulk as required in a manner that conforms to local code and accepted industry norms;
11. All cleanup is the responsibility of the Contractor.

### **PROTECTION OF WORK**

The Contractor shall furnish, erect, and maintain suitable safety barriers to protect the finished surface until the concrete is cured. The safety barriers shall protect the curing concrete and effectively divert people traffic away from the curing material. The safety barrier shall protect the curing material from inclement weather as required. Acceptable forms of protection are traffic cones and/or safety barricades with brightly colored flagging in conjunction with rain protection.

## **Attachment One**

### **SAFETY**

Safety is the highest priority at EHL. The Contractor shall maintain a safe job site that complies with OSHA requirements. The Contractor shall create a job site in coordination with laboratory BM&O staff that minimally impacts laboratory operations.

### **VENDOR WALK-THRU**

To answer any vendor questions prior to RFQ closing, EHL will host a walk-thru on Wednesday, September 4 at 8:30am. Otherwise, the map and list will allow vendors to visit the site as they wish.

### **HOURS OF WORK**

The work is external so can be performed at vendor convenience with prior notice to EHL staff for security measures of equipment and on-call staff.

### **ATTACHMENTS**

1. Photo List – Exterior Damage, two pages;
2. North Map, one page;
3. South Map, one page.

Alaska State Environmental Health Lab-Exterior List

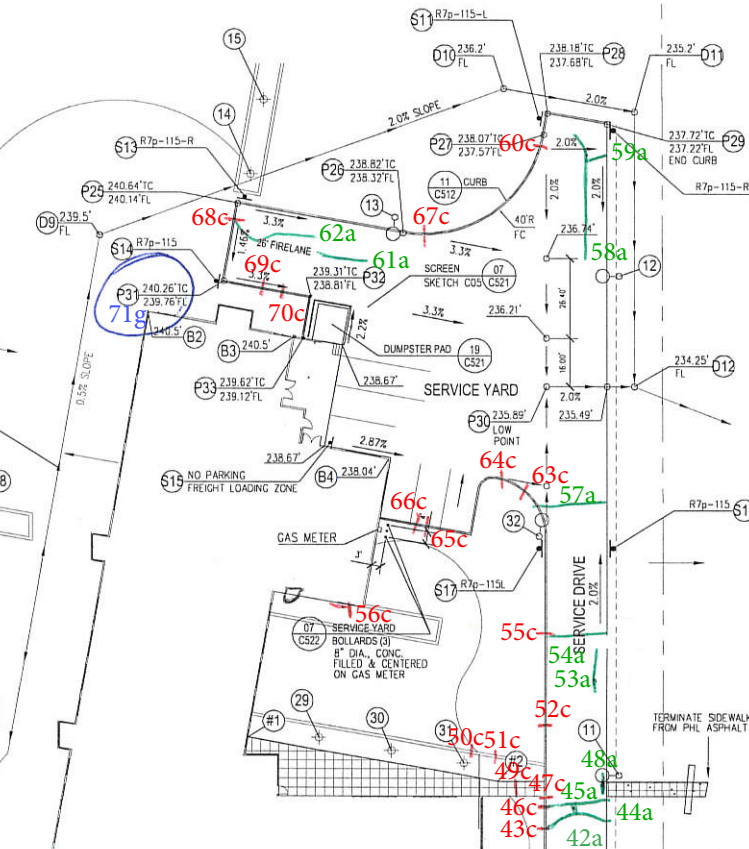
Attachment One - Revision PDM 5/28/19			
<b>Map</b>	<b>Picture Name</b>	<b>Description</b>	<b>Line Color</b>
South	1c	Concrete crack	Red
South	2c	Concrete crack	Red
South	3a	Existing asphalt crack spread	Green
South	4a	Existing asphalt crack spread	Green
South	5c	Concrete crack	Red
South	6a	Existing asphalt crack spread	Green
South	7c	Concrete crack	Red
South	8a	Existing asphalt crack spread	Green
South	9a	Existing asphalt crack spread	Green
South	10c	Concrete crack	Red
South	11a	Areas of spreading in existing asphalt crack	Green
South	12a	New asphalt crack	Green
South	13a	New asphalt crack	Green
South	14c	Concrete crack	Red
South	15c	Concrete crack	Red
South	16a	New asphalt crack	Green
South	17c	Concrete crack	Red
South	18a	Pressing of existing asphalt crack	Green
South	19a	Existing asphalt crack spread	Green
South	20a	Pressing of existing asphalt crack	Green
South	21a	Existing asphalt crack spread	Green
South	22c	Concrete crack	Red
South	23a	New asphalt crack	Green
South	24a	New asphalt crack	Green
South	25c	Concrete crack	Red
South	26c	Concrete crack	Red
South	27c	Concrete crack	Red
South	28c	Concrete crack	Red
South	29c	Concrete crack	Red
South	30c1	Lift and spread of existing concrete crack	Red
South	30c2	Spread of existing concrete crack	Red
South	30c3	Concrete crack	Red
South	30c4	Joint crack and separation in concrete	Red
South	30c5	Concrete crack	Red
South	30c6	Concrete crack	Red
South	30c7	Concrete crack	Red
South	30c8	Concrete crack	Red
South	30c9	Concrete crack	Red
South	30c10	Concrete crack	Red
South	31c	Separation of asphalt from concrete	Blue
South	32a	New asphalt crack	Green
South	33c	Concrete crack	Red
South	34c	Joint crack and separation in concrete	Red
South	35c1	Concrete crack	Red
South	35c2	Concrete crack	Red
South	35c3	Joint crack and separation in concrete	Red
South	35c4	Concrete crack	Red



## Alaska State Environmental Health Lab-Exterior List

South	35c5	Concrete crack	Red
South	35c6	Concrete crack	Red
South	35c7	Concrete crack	Red
South	35c8	Concrete crack	Red
South	35c9	Concrete crack	Red
South	35c10	Concrete crack	Red
South	35c11	Concrete crack	Red
South	35c12	Concrete crack	Red
South	35c13	Concrete crack	Red
South	36a	Existing asphalt crack spread	Green
South	37c	Separation and lift of existing concrete crack	Red
South	38a	New asphalt crack	Green
South	39a	New asphalt crack	Green
South	40c	Concrete crack	Red
South	41a	New asphalt crack	Green
North	42a	Existing asphalt crack spread & dipped	Green
North	43c	Concrete crack	Red
North	44a	Existing asphalt crack spread	Green
North	45a	Existing asphalt crack spread	Green
North	46c	Joint crack and separation in concrete	Red
North	47c	Concrete crack	Red
North	48a	Existing asphalt crack spread & dipped	Green
North	49c	Joint crack and separation in concrete	Red
North	50c	Concrete crack	Red
North	51c	Concrete crack	Red
North	52c	Concrete crack	Red
North	53a	New asphalt crack	Green
North	54a	Existing asphalt crack spread	Green
North	55c	Concrete crack	Red
North	56c	Concrete crack	Red
North	57a	New asphalt crack	Green
North	58a	Existing asphalt crack spread & extended	Green
North	59a	Existing asphalt crack spread	Green
North	60c	Concrete crack	Red
North	61a	New asphalt crack	Green
North	62a	Existing asphalt crack spread & extended	Green
North	63c	Concrete crack	Red
North	64c	Concrete crack	Red
North	65c	Concrete crack	Red
North	66c	Concrete crack	Red
North	67c	Concrete crack	Red
North	68c	Concrete crack	Red
North	69c	Concrete crack	Red
North	70c	Concrete crack	Red
North	71g	Area with potential dirt movement	Blue

# North CA03



# South CA-02

