

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

[per AS 36.30.320(a)]

Project Name & No.: JNU Back Loop - Mendenhall Loop	ne & No.: JNU Back Loop - Mendenhall Loop Procurement Agency and Address:			
Intersection Safety Improvements; 0003242/SFHWY00240	State of Alaska, DOT&PF 6860 Glacier Hwy., Juneau, AK 99801-7999			
* *	OR Box 112506, Juneau, AK 99811-2506			
Location: Juneau, AK	OR BON 112000, Vanious, THE 97011 2000			
Procurement Officer:	Date of Issuance: 09/03/2019			
D. Lance Mearig, P.E.				
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF	ATTACHMENTS: Funding Source: FHWA Highway			
Provide additional conspicuity for the Back Loop Road - Mende warning sign and oversize stop sign on the Back Loop Road appellow warning beacon atop the warning sign and a flashing red	pproach to Mendenhall Loop Road. Install a flashing			
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. Any pro & FTA funded contracts is \$100,000. Limit for FHWA funded contract is	pject in excess of \$100,000 must be bonded. 3. Limit for FAA			
Davis-Bacon Wages (Title 36.05): are are not requi	red on this project.			
The following insurance coverages are required: Workers Co	<u>,                                     </u>			
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 we consideration, quotes must be received before 2:00 PM_local time on the 13 Disadvantaged Business Enterprises (DBE's) may submit quotes and will not be origin or sex in consideration for an Award which results from this invitation. procedures or Project requirements, requests for additional documents, or inquimade to:  Title: Contracts Officer , at:	day of <u>September</u> , <u>2019</u> . Late quotes cannot be accepted. e discriminated against on the grounds of race, color, national Any errors, omissions, or questions pertaining to solicitation			
E-Mail: srdotpfcontracts@alaska.gov , Tele	ephone: (907) 465-4493 ; Fax:(907) 465-4238			
Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation				
<b>SUBMITTAL OF QUOTES:</b> Quotes for this Project must be submit themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to subm				
VERBAL QUOTES SHALL BE GIVEN TO     AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO TH	E 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 quotes. Mailed quotes must allow time for delivery and the envelope must be				
Quote for Project:	<b>Procurement Agency Address:</b>			
Name: JNU Back Loop - Mendenhall Loop Intersection S				
Number: 0003242/SFHWY00240  Attn: Kami Bartness, Contracts Officer	6860 Glacier Hwy.  Juneau, AK 99801-7999			
Attn: <u>Kami Bartness, Contracts Officer</u> Fax: (907) 465-4238 E-Mail: kami.bartness@alaska.go				
Quote amendments or withdrawals must be made in writing to the individual 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:

REVIEW THE PROJECT DOCUMENTS: Most construction Projects in excess of \$1,000 will have some type of written documentation prepared expressly for the Work. If you are asked to submit a quote and no written information has been provided, you should ask the 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 booklet fully describing the Alaska Preferences (Bidder, Offeror, Product, Disabilities, Veteran) program is available at <a href="http://doa.alaska.gov/dgs/pdf/pref2.pdf">http://doa.alaska.gov/dgs/pdf/pref2.pdf</a>. A detailed description of the Alaska Products Preference Program is available at <a href="http://www.commerce.state.ak.us/ded/dev/prodpref/prodpref.htm">http://www.commerce.state.ak.us/ded/dev/prodpref/prodpref.htm</a>.

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 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 Nar	ne & No.:	JNU Back Loop - Mendenhall Loop Intersection Safety Improvements; 0003242/SFHWY00240	Procurement Agency and Address: State of Alaska, DOT&PF 6860 Glacier Hwy. Juneau, AK 99801-7999 OR Box 112506
Location:	Juneau, Ak	<u> </u>	Juneau, AK 99811-2506
Procuremen	nt Officer:	D. Lance Mearig, P.E.	Date of Issuance: 09/03/2019 Bid is Due: Pending; 2:00 PM
QUOTE:	Offerors mu	st read all attachments to this schedule.	
Fixe	ed Price of	:	
		).	
http://1	46.63.75.50 Wage Rates	Little" Davis-Bacon Wages) can be down only by the down of the following by the downloaded from the following by the following by the downloaded from the do	website:
The DB	E Goal for th	nis work is 0%.	-
conditions re and equipme	equired for P	roject number <u>0003242/SFHWY00240</u> . I	agree to furnish all necessary labor, materials, plished in a professional manner acceptable to
Contractor			Contractor Reg. No
Authorized	Signature		Title
Address			
E-Mail			
Business L	icense #	EIN or SSN	Phone #
Alaska Bi	dder and I	Product Preferences are not applic	able to Federally funded projects.
••••••	Procure	ment Officer:	
		Receipt of Bid:	



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

[per AS 36.30.320]

Procurement Agency and Address:

Project Name & No.: Intersection Safety Im  0003242/SFHWY002  Location: Juneau, AK	provements;	6860 Glacie Juneau, AK OR Box 11	2 99801-7999 2506 2 99811-2506	
Procurement Officer's Signature: D. Lance	Mearig, P.E.	2000 01 1000		
_	*****			
TO:	FOR:  Work related to JNU Back Loop Loop Intersection Improvements; 0003242/SFHW including the ba and alternate qu	- Mendenhall n Safety Y00240, usic quote	Insurance* Bonding* Certified Wages* Department of Labor (Notice of Work)* Subcontractor List* * Comments as applications.	
Your quote in the amount of performance of the Work described in th quote as submitted on the <i>Small Procurer</i> this Contract.  The Contractor must sign, date, and return The Procurement Officer will then sign a deemed made. The Work of this contract issued.	nent Quote Submitta on this document to and return a copy to the may not commend	the procurent the Contract e until the N	C-002), which are a ment address shown tor, and the Award Notice to Proceed (1)	above. will be NTP) is
Contractor's Signature of Contract Award	Acceptance:		Date :	
NOTICE TO UNSELECTED  In accordance with the protest rights afford of Award is hereby provided to those indivisolicitation on which this award is made.	ded under 2 AAC 12.	400(d)(2)(B)	% (3), <u>a copy</u> of th	is Notice

JNU Back Loop - Mendenhall Loop



#### **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.
- The Procurement Officer (or authorized representative) has the authority to make findings, determinations and decisions with respect to the contract: 1. 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.
- The Procurement Agency reserves the right to make written changes to the Contract Documents for modifications within the general scope of the 5.
- 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.
- The Department of Labor and Workforce Development, Wage and Hour Administration, must be notified in accordance with AS 36.05.010 and 7. 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

- 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.
- The Contractor shall remedy all defects in materials or workmanship that develop within a period of one year from the date of final payment. 10.
- The Procurement Agency will make final payment to the Contractor following approval of completion of all Work and the Contractor's submittal of 11. 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.
- 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 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**

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- **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.

**Form SPC-003** Page 3 of 3 Revised 03/14



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

[per AS 36.30.320]

Project Name & No.: JNU Back Loop - Mendenhall Loop	Procurement Agency and Address: State of Alaska, DOT&PF
Intersection Safety Improvements;	6860 Glacier Hwy.
· · · · · · · · · · · · · · · · · · ·	Juneau, AK 99801-7999
0003242/SFHWY00240	suireau, Tile 97001 1777
Location: Juneau, AK	
Procurement Officer's Signature:	Date of Issuance:
D. Lance Mearig, P.E.	
*****	<b>*</b>
TO:	
	• • • • • • • • • • • • • • • • • • • •
You have successfully met the requirements for subn Procurement Agency and Dept. of Labor and Workforce De	
Upon receipt of this document, the Contractor may begin with the terms of the contract. The Work of this contract is following the date of signature by the Procurement Officer, Contract) and all Work of the	must commence within 10 calendar days
Contract must be complete on or before <u>December</u> , 31, 202	20
Contractor's Signature of Acknowledgment:	Date :



#### **SUBCONTRACTOR LIST**

#### 0003242/SFHWY00240; JNU: Back Loop - Mendenhall Loop Intersection Safety Improvements

**Project Name and Number** 

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the fifth working day after receipt of written notice from the Department.

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed will be declared nonresponsible and may be required to forfeit the bid security.				
Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.				
Check as applicable:  All Work on the above-referenced project will be accomplished without subcontracts  Or  List all first tier Subcontractors as follows:				
FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED		
CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE  For projects with federal-aid funding, I hereby certify Alaska Business Licenses and Contractor Registrations will be valid for all subcontractors prior to award of the subcontract. For projects without federal-aid funding (State funding only), I hereby certify the listed Alaska Business Licenses and Contractor Registrations were valid at the time bids were opened for this project.				
Signature of Authorized Company Representative Title				
Company Name	Company Addre	ess (Street or PO Box, City, State, Zip)		
Date	Phone Number			

Form 25D-5 (5/17) Page 1 of 2

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

Form 25D-5 (5/17) Page 2 of 2