

# Small Procurement for Construction

## Fairbanks Pioneer Home Sprinkler system upgrade Project No. ANC 22-06C

You are invited to submit a quote to: provide all labor, supervision, permits and materials to; Retrofit the existing sprinkler system to accommodate upgrades to comply with current water purveyor and NFPA standards. Upgrades include but not limited to one (1) double check valve on the sprinkler riser in the mechanical room, forward flow testing port and a factory new check valve located in the utility chase accessed off the kitchen.

**A pre-bid walk through is scheduled for Thursday, August 17, 2021 at 10:00 A.M. meeting in the main entry lobby. The property is located at 2221 Eagan Ave, Fairbanks, AK 99701.**

Bids must be received before 2:00 PM local time September 14, 2021 at the email address listed in the bid documents, [chris.capps@alaska.gov](mailto:chris.capps@alaska.gov).

The project completion date is December 31, 2021.

Please direct all project or site related inquiries to Chris Capps, Project Manager at (907) 269-7816 or [chris.capps@alaska.gov](mailto:chris.capps@alaska.gov)

**PLEASE NOTE:** Emailing your bid does not mean it arrived by the designated bid opening time. It would be in your best interest to send your bid early and not wait until the last minute. You may also call Chris Capps at (907) 269-7816 to confirm he received your bid – The State cannot be held responsible for power and/or phone outages, network slowdowns or other problems that may cause your bid to arrive late.

Issued: August 3, 2021



STATE OF ALASKA  
DEPARTMENT OF HEALTH & SOCIAL SERVICES  
FMS FACILITIES

INVITATION FOR QUOTES FOR  
A SMALL PROCUREMENT  
(CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.: <u>Fairbanks Pioneer Home</u> <u>Sprinkler System Upgrade - Project #ANC 22-06C</u>		Procurement Agency and Address: <u>Dept. of Health &amp; Social Services</u> <u>FMS Facilities</u> <u>333 Willoughby Ave.</u> <u>State Office Bldg. - Suite 760</u> <u>Juneau, AK 99801</u> Email: <a href="mailto:chris.capps@alaska.gov">chris.capps@alaska.gov</a>	
Location: <u>2221 Egan Street Fairbanks, AK 99701</u>			
Contracting Officer: <u>Amy Burke, FMS Facilities Chief</u>		Date of Issuance: <u>August 3, 2021</u>	
<b>DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS:</b>  Provide all labor, supervision, permits, listed assemblies and materials to meet the cross-connection control requirements of NFPA and Golden Heart Utilities. All work to be approved by the Fairbanks Fire Marshall.  <b>Quotes that exceed \$25,000 must file mandatory bi-weekly certified payrolls - See SPECIAL NOTICE TO BIDDERS for other pertinent DOLWD requirements. Work shall be completed by <u>December 31, 2021</u>.</b>  To be considered responsive, Contractor <u>must</u> provide a current copy of their Business license and <u>any required</u> registrations with their Quote Submittal.  The Project cost estimate is: <input type="checkbox"/> under \$ 10,000 <input checked="" type="checkbox"/> \$ 10,001 - \$ 50,000 <input type="checkbox"/> \$50,001-\$ 100,000 <input type="checkbox"/> \$100,001-\$ 200,000 * <b>*Base Bid Quotes in excess of \$200,000 will be deemed non-responsive.</b>  Davis-Bacon Wages (Title 36.05) will be required if the project cost is \$25,000 or more. At that amount, online filing with Dept. of Labor and certified payrolls will also be required by the contractor.  The following insurance is required: <input checked="" type="checkbox"/> Workers Comp <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile  Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. All quotes must be received before <b><u>2:00 pm</u></b> local time on the <b><u>14th</u></b> day of <b><u>September, 2021</u></b> . 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: <u>Chris Capps, Project Manager</u> at: <u>3601 C Street Suite 578 Anchorage, Alaska 99503</u> ; <b>Email:</b> <a href="mailto:chris.capps@alaska.gov">chris.capps@alaska.gov</a> ; <b>Telephone:</b> (907) <u>269-7816</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 contractors must familiarize themselves with the <i>Instructions to Bidders</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.  <input checked="" type="checkbox"/> - WRITTEN QUOTES, INCLUDING AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SUBMITTED BY EMAIL TO <a href="mailto:chris.capps@alaska.gov">chris.capps@alaska.gov</a> ON FORM SPC-002, QUOTE SUBMITTAL, ATTACHED.  Written quotes to be submitted by email to the following address: <a href="mailto:chris.capps@alaska.gov">chris.capps@alaska.gov</a> .  <b>Quote for Project:</b>  Name: <u>Fairbanks Pioneer Home – Sprinkler System Upgrade</u> Number: <u>ANC 22-06C</u> Attn: <u>Chris Capps, Project Manager</u>  <b>Procurement Agency Address:</b>  <u>Dept. of Health &amp; Social Services, Facilities</u> <u>3601 C Street Suite 578</u> <u>Anchorage, AK 99503</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.			



STATE OF ALASKA  
DEPARTMENT OF Health & Social Services, Facilities

INVITATION FOR QUOTES FOR  
A SMALL PROCUREMENT  
(CONSTRUCTION RELATED)

INSTRUCTIONS TO BIDDERS

The State of Alaska desires that all contractors submitting quotes on construction contracts are given a fair and equal opportunity to compete. Contractors 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 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 a quote, carefully review and consider all materials related to the solicitation and work of the contract. **By submitting a quote the contractor 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.** Contractors can verify the contents and completeness of their 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. **VERBAL** – in addition to the quote, the contractor must provide the following information: (1) their valid Alaska Business License number, (2) if applicable, proof that they are an Alaskan Veteran Bidder, (3) if applicable, valid Contractor's Registration number, (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), (6) mailing address, and (7) 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 contractor 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 a contractor to be licensed and registered for the required type of work prior to submitting a quote. If the procurement agency determines that the contractor 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 quote. If the procurement agency discovers a discrepancy between the unit price and the extended amount; the unit price 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 award 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 Bidder, 5% Alaska Veteran preference, and an appropriate Alaska Products preference to quotes designating the applicability of any of these preferences. To qualify for the Alaska Bidder preference (per AS 36.30.170) the person must (1) hold a current Alaska business license, (2) submit the quote for goods or services under the name appearing on the business license, (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the quote; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of venturers that qualify under (1) - (4) of this subsection. AS 36.30.170(b). If a bidder qualifies for the Alaska Bidder preference, under AS 36.30.170(b), and is a qualifying entity as defined in AS 36.30.175, they will be awarded an Alaska Veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska Veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska Veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska Veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska Veterans.

Upon request, a booklet fully describing the Alaska Products preference program is available from the procurement agency.

The procurement agency will make a determination of **responsibility** as required by 2 AAC 12.500. If the lowest contractor is declared responsible, the procurement agency will execute the *Notice of Award / Notice to Proceed*, Form SPC-003, and send it to the contractor for acknowledgement. If the lowest contractor is found to be nonresponsive, this process will be repeated with the second lowest contractor -- and so on until the lowest responsive and responsible contractor 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).

## NOTICE TO BIDDERS

In order for bids to be considered responsive, the following items must be completed on the Small Procurement Quote Submittal (Construction Related) form (Form SPC-002):

1. Complete all prices and figures as indicated on the Quote Submittal (Form SPC-002) portion of the form, unless indicated otherwise;
2. Complete the Contractor's firm name and authorized signature lines;
3. Enter a valid Alaska Business License number and, if applicable, a valid Contractor's Registration number.
4. Include a current copy of your Contractors license and any required registrations with the Small Procurement Quote Submittal (Construction Related) form (Form SPC-002)

### **ALASKAN PREFERENCES**

#### *Alaska Bidders Preference*

To qualify for the Bidder's Preference (per AS 36.30.170), the bidder must:

1. Hold a current Alaska Business License;
2. Submit the bid under the name appearing on the license;
3. Has staffed and maintained a place of business in Alaska for the previous six (6) months;
4. Is incorporated or qualified to do business under the laws of the State.

#### *Alaska Veterans Preference*

To qualify for the Veterans Preference (per AS 36.30.175), the bidder must:

1. Qualify for the Alaska Bidder's Preference
2. Add value by actually performing the services or have prior experience in selling the supplies
3. Qualify as an Alaska Veteran
4. The value of the preference cannot exceed \$5,000.

#### *Alaska Products Preference*

If applicable, the use of Alaska Products can be claimed on the Alaska Products Preference Worksheet (Form SPB -007). Eligible products can be obtained by contacting the local Department of Commerce & Economic Development office. **WARNING:** If the use of Alaska Products is claimed, the contractor will be mandated to use the specified products in the performance of the contract.

The Adjusted Basic Bid amount will be used for the determination of the low responsive bidder. Once determined, the contract will be awarded for the Total Basic Bid Amount.

### **CONTRACT AWARD**

The apparent low responsive bidder will be required to submit the following documents prior to Contract Award:

1. Project specific requirements, if any, as noted on the Invitation for Quotes;
2. A Certificate of Insurance indicating the insurance coverage outlined on the Invitation for Quotes;
3. Current copies of both the valid Alaska Business License and, if applicable, a copy of the valid Contractor's Registration; and
4. List all subcontractors to be used on the project (form included in bid packet).
5. Copy of a completed Notice of Work form filed with the Dept. of Labor **if required** (see Special Notice to Bidders in packet).



**STATE OF ALASKA  
DEPARTMENT OF HEALTH & SOCIAL SERVICES  
FMS FACILITIES**

**SMALL PROCUREMENT QUOTE SUBMITTAL  
(CONSTRUCTION RELATED)**

[per AS 36.30.320(a)]

Project Name & No.: <u>Fairbanks Pioneer Home</u> <u>Sprinkler System Upgrade - Project #ANC 22-06C</u>  Location: <u>2221 Eagan Street Fairbanks, AK 99701</u>	Procurement Agency and Address: <u>State of Alaska, DHSS/FMS Facilities</u> <u>333 Willoughby Ave.</u> <u>State Office Bldg. - Suite 760</u> <u>Juneau, AK 99801</u> <u>(907) 269-7816</u> <u><a href="mailto:chris.capps@alaska.gov">chris.capps@alaska.gov</a></u>
Contracting _____ Officer's Signature: Amy Burke, FMS/FAC Chief	Date of Issuance: August 3, 2021 <b>Bid is Due: September 14, 2021 @</b> <b>2:00 p.m.</b>

**QUOTE:** Offerors must read all attachments to this schedule. **Provide all labor, supervision, permits and materials to;**

- a. Lump Sum – Total Basic Bid: \$ \_\_\_\_\_
- b. Alaska Bidder's Preference:  
    (5% of a.) \$ \_\_\_\_\_
- c. Alaska Veterans Preference:  
    (5% of a.) \$ \_\_\_\_\_
- d. Alaska Products Preference:  
    (Attach worksheet(s)) \$ \_\_\_\_\_
- e. Adjusted Basic Bid:  
    (a – b – c – d) \$ \_\_\_\_\_

I have reviewed the bid documents, with addenda \_\_\_\_\_, and understand the scope of services and conditions required for Project number ANC 22-06C. 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 Procurement Officer.

Contractor \_\_\_\_\_ Contractor Reg. No. \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_  
 Address \_\_\_\_\_

Business License # \_\_\_\_\_ EIN or SSN \_\_\_\_\_ Phone # \_\_\_\_\_

Offeror is Claiming: ☐ Alaska Bidder Preference ☐ Alaska Products Pref. (worksheet)  
                                     ☐ Alaska Veteran Preference

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 Procurement Officer: \_\_\_\_\_

Date of Receipt of Bid: \_\_\_\_\_

**Offeror to Complete this Portion**



**STATE OF ALASKA  
DEPARTMENT OF HEALTH & SOCIAL SERVICES**

**NOTICE OF AWARD (NOA)  
SMALL PROCUREMENT CONTRACT  
(CONSTRUCTION RELATED)  
[per AS 36.30.320]**

Project Name & No.: <u>Fairbanks Pioneer Home</u> <u>Sprinkler System Upgrade - Project # ANC 22-06C</u>  Location: <u>2221 Eagan Street Fairbanks. AK 99701</u>	Procurement Agency and Address: Dept. of Health & Social Services FMS Facilities 333 Willoughby Ave. State Office Bldg. - Suite 760 Juneau, AK 99801 Email: <a href="mailto:chris.capps@alaska.gov">chris.capps@alaska.gov</a>
Contracting _____ Officer's Signature: Amy Burke, Facilities Chief	Date of Issuance:  August 3, 2021

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<b>TO:</b>  _____ _____ _____	<b>FOR:</b> Work related to Basic Bid of: <u>ANC 22-06C</u> , including the basic quote and alternate quote item(s): _____	<b>The Contractor Must Submit:</b>  Insurance  Bonding*  Certified Wages**  Subcontractor List***
<p>* <b><u>Bonding</u></b> - If contract bid amount exceeds \$80,000, Performance &amp; Payment Bonds will be required for 50% of bid amount.</p> <p>** <b><u>Certified Wages</u></b> - Contracts over \$25,000 require bi-weekly Certified Payroll be submitted to the Dept. of Labor (see Special Instructions to Bidders form)</p> <p>*** <b><u>Subcontractor List</u></b> - Contractor will be required to submit a Subcontractor list if they are utilized</p> <p>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 <i>Small Procurement Quote Submittal</i> (Form SPC-002), which are a part of this Contract.</p> <p>The Contractor must sign, date, and return this document to the procurement address shown above or email to: <a href="mailto:chris.capps@alaska.gov">chris.capps@alaska.gov</a> . The Procurement Officer will then sign and return a copy to the Contractor, and the Award will be deemed made.</p> <p><b><i>The Work of this contract may not commence until the Notice to Proceed (NTP) is issued.</i></b></p> <p>Contractor's Signature of Contract Award Acceptance: _____ Date : _____</p>		
<p align="center"><b>NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 25,000</b></p> <p>In accordance with the protest rights afforded under 2 AAC 12.400(d)(2)(B) &amp; (3), a <u>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.</p>		



STATE OF ALASKA  
DEPARTMENT OF HEALTH & SOCIAL SERVICES

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). **Hazardous Materials:** The CONTRACTOR is to be aware under 29 CFR 1926.1101(k)(2)(ii) Construction Industry Standards, any building or facility constructed prior to 1980 may contain suspected Hazardous Materials. All known or perceived known Hazardous Materials information will be provided by the DEPARTMENT's facility staff to the CONTRACTOR upon request. Any new suspected Hazardous Materials encountered by the CONTRACTOR shall be made known to the DEPARTMENT within 3 business days of discovery. Once notified the DEPARTMENT will have an Environmental Assessment completed to verify if hazardous materials exist.
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. Contractor must file the Notice of Work and Notice of Completion online. Please call the Dept. of Labor for instructions and/or assistance in filing (<http://labor.alaska.gov/lss/whhome.htm>).

9. The Contractor shall indemnify, save harmless, and defend the Procurement Agency, its agents and its employees in accordance with Appendix B1. Furthermore, the Contractor shall, prior to the Award of the contract, provide proof of Workmen's Compensation, General Liability, and Automobile Insurance in amounts as applicable under Appendix B1. These coverages shall remain in force for the duration of the Contract.
10. The Contractor shall remedy all defects in materials or workmanship that develop within a period of one year from the date of final payment.
11. The 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 B<sup>1</sup>**  
**BONDS, INDEMNITY AND INSURANCE**

**Article 1. Bonds**

If Required and Noted on Page one of the Notice of Award Form SPC-003, the CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount as shown on the Contract as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These bonds shall remain in effect for one year after the date of Final Acceptance and until all obligations under this Contract, except special guarantees as per 12.7, have been met. All bonds shall be furnished on forms provided by the DEPARTMENT (or copies thereof) and shall be executed by such Sureties as are authorized to do business in the State of Alaska. The Contracting Officer may at his option copy the Surety with notice of any potential default or liability.

At the option of the CONTRACTOR, bonds may be provided by individual Surety the adequacy of which shall be determined by the Contracting Officer. Any costs incurred by the CONTRACTOR or individual Surety shall be borne by the CONTRACTOR. Where individual Sureties are used, two individual Sureties must each provide the State of Alaska with security equal to the amount of each bond by one, or a combination of, the following methods:

- a. Escrow account in the name of the DEPARTMENT for the duration of the Contract. Acceptable securities would include, but not necessarily be limited to: Cash; treasury notes; bearer instruments having a specific value, or; money market certificates.
- b. First *Deed of Trust* with the DEPARTMENT designated as beneficiary, against the unencumbered value of the real property located within the State of Alaska or an agreement by any second party, including deeds of trust, mortgage, lien or judgment interests to subrogate their interests to that of the State of Alaska in the real property which has been offered by the individual Surety.

A title insurance policy with the State of Alaska as a named beneficiary and a current (within 3 months) professional appraisal or assessed valuation will be required to ascertain the true value of the property offered as collateral. If buildings or other valued improvements are involved then fire and casualty insurance with the State of Alaska as a named insured and in limits and coverages acceptable to the Contracting Officer shall be required. The appraiser shall acknowledge in writing that the appraisal is prepared for the benefit of the DEPARTMENT and the DEPARTMENT has the right to rely on its contents. This *Deed* must be recorded in the recording office where the property is located.

With respect to clauses "a" and "b" above, the *Deed of Trust* or other accepted security shall not be released until 12 months after Final Acceptance of the Project and settlement of all outstanding claims.

**Replacement of Bond and Surety:**

If the Surety on any bond furnished in connection with this Contract is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.2, or otherwise becomes unacceptable to the DEPARTMENT, or if any such Surety fails to furnish reports as to his financial condition as requested by the DEPARTMENT, the CONTRACTOR shall within five days thereafter substitute another bond and Surety, both of which must be acceptable to DEPARTMENT.

An individual Surety may be replaced by a corporate Surety during the course of the Contract period. If the Surety desires to dispose of the collateral posted, the DEPARTMENT may, at its option, accept substitute collateral.



## Article 2. 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 3. 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 30-day prior notice of cancellation, non-renewal or material change of conditions. 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.

**3.1 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.**

**3.2 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.

- **The State of Alaska must be named as additional insured.**

**3.3 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.



STATE OF ALASKA  
DEPARTMENT OF HEALTH & SOCIAL SERVICES

## ALASKA VETERAN'S PREFERENCE AFFIDAVIT

In response to the Invitation to Bid for:

**Fairbanks Pioneer Home – Sprinkler System Upgrade – Project #ANC 22-06C**

I certify under penalty of perjury that \_\_\_\_\_  
(Name) qualifies for the Alaska Veteran's Preference under the following conditions:

- (a) If a bidder qualifies under AS 36.30.170(b) as an Alaska bidder and is a qualifying entity, a five percent bid preference shall be applied to the bid price (preference may not exceed \$5,000). In this subsection, "qualifying entity" means a:
- (1) Sole proprietorship owned by an Alaska Veteran;
  - (2) Partnership under AS 32.06 or AS 32.11 if a majority of the members are Alaska Veteran's;
  - (3) Limited Liability Company organized under AS 10.50 if a majority of the individuals are Alaska Veterans.
  - (4) Corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.
- (b) To qualify for a preference under this section, a bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided, or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.
- (c) In this section, "Alaska Veteran" means an individual who is a:
- (1) Resident of this state; and
  - (2) Veteran; means an individual who:
    - (A) Served in the:
      - (i) Armed Forces of the United States, including a reserve unit of the United States armed forces; or
      - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
    - (B) Was separated from the service under a condition that was not dishonorable.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Scope of Work**  
**Fairbanks Pioneer Home**  
**Sprinkler backflow preventer**  
**Project #ANC 22-06C**

**Project Description:**

The project is the upgrade of the Fairbanks Pioneer Home existing sprinkler system to meet current cross-connection controls as required by the water purveyor, Golden Heart Utilities and the NFPA. The sprinkler system has no additives such as antifreeze or corrosion inhibitors, and the fire department connection is over 1,500 feet from an open water source. These onsite findings indicate the system is a low hazard to health and only requires a double check assembly per AWWA M14.

**Scope:**

Contractor is to provide all labor, supervision, permits, listed assemblies and materials to meet the cross-connection control requirements of Golden Heart Utilities and NFPA. The installation will require the retrofit of the existing sprinkler riser to accommodate the new double check valve. With the addition of the double check valve a means for forward flow testing is also required. The forward flow piping installation will include the replacement of the FDC check valve with factory new check valve, accessed by the kitchen and will require concrete core drilling. All work to be approved by the Fairbanks Fire Marshall.

Coordinate the work hours and type of work to be conducted with the onsite Maintenance Foreman, Andrew Carie, whom is available at [andrew.carie@alaska.gov](mailto:andrew.carie@alaska.gov) or call (907) 458-2221 and press 8.


**Location:** 2221 Eagan Street Fairbanks, AK 99701





Sprinkler  
System  
Shutoff  
Valve





MVABC-1

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