Cover page

Small Procurement for Construction

Alaska Veterans & Pioneers Home Door Slabs and Hardware Replacement Project No. ANC 22-34C

You are invited to submit a quote to: provide all labor, supervision, permits and materials to remove and replace 69 door slabs and hardware with new to match the existing.

A pre-bid walk through is scheduled for Thursday February 10, 2022, at 10:00 AM. Meeting in the main entry lobby. The property is located at 250 E Fireweed Lane Palmer, AK 99645

Bids must be received before <u>2:00 PM local time February 22, 2022</u> at Chris.capps@alaska.gov AND mark.moon@alaska.gov.

The project completion date is July 31, 2022.

Please direct all project or site related inquiries to Chris Capps, Project Manager at (907) 269-7816 or 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: February 3, 2022

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Alaska Veterans & Pioneers Home Door Slabs and Hardware Replacement Project No. ANC 22-34C

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Issued: February 3, 2022

Project Name & No. Anaska Vectrans & Frone Nether State of Alaska. DHSS/FMS Facilities 3601 C Street - Suite 578 Anchorage, AK 99801 (907) 263-7816 Contracting Officer: Amy Burke, FMS Facilities Chief Description OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS: Offerors must read all attachments to this schedule. Provide all labor, supervision, permits and materials to; remove and replace 69 door slabs and hardware with new to match the existing. 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 July 21, 2222. To be considered responsive. Contractor must provide a current copy of their Business locense and any required registrations with their Quote Submittal. The rogict cost estimate is: under \$10,000 □ \$10,001 - \$20,000 □ \$50,001 - \$100,000 □ \$100,001 - \$200,000 * "Base Bid Quotes in excess of \$200,0000 will be deemed non-responsive. 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 vill also be required by the contractor. The following insurance is required: Iw Workers Comp Image: General Liability Automobile Quotes for functing will be of the disponse pertaining to solicitation procedures or project cepustes for additional ocuments, or inquiries pertaining to solicitation procedures or project req	DEPARTMENT OF H FMS INVITATION A SMAL (CONSTR	TE OF ALASKA IEALTH & SOCIAL SERVICES S FACILITIES N FOR QUOTES FOR L PROCUREMENT UCTION RELATED) AS 36.30.320(a)]	
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Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. All quotes must be received before 2:00 pm local time on the 22 st day of February.2022. 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: Chis Capps. BMS at email chris.capps. (Dote for Project: 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. Image: accepted by the above Noted Detabline. VERBAL 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. Vertile quotes will be submitted by email to chris.capps@alaska.gov. Procurement Agency Address: Name: AVPH – Door Slab and Hardware Replacement Number: ANC 22-34C Attn: Chris Capps, BMS Dept. of Health & Social Services/Facilities 3601 C Street Suite 578 Anchorage, AK 99501 Quote amendments or withdrawals must be made in writing to the individual of the Procurement Agency receiving the quotes, and must be Procurement Agency receiving the quotes, and must be		mp X General Liability X Automobile	
themselves with the Instructions to Bidders, page 2 of this form, prior to submitting their quote. Image: access of the above start of the above noted telephone number. Attracted telephone	Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. All quotes must be received before 2:00 pm local time on the 22st day of February, 2022 . 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, BMS</u> at email <u>chris.capps@alaska.gov</u> or telephone at 1- (907) <u>269-7816</u> . Applicable provisions of AS 36.30 and 2 AAC 12 govern this		
 AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE. 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. Written quotes will be submitted by email to chris.capps@alaska.gov. Quote for Project: Procurement Agency Address: Name: <u>AVPH – Door Slab and Hardware Replacement</u> Number: <u>ANC 22-34C</u> <u>3601 C Street Suite 578</u> <u>Anchorage, AK 99501</u> Quote amendments or withdrawals must be made in writing to the individual of the Procurement Agency receiving the quotes, and must be 	themselves with the <i>Instructions to Bidders</i> , page 2 of this form, prior to submitting their quote.		
Quote for Project: Procurement Agency Address: Name: AVPH – Door Slab and Hardware Replacement Dept. of Health & Social Services/Facilities Number: ANC 22-34C 3601 C Street Suite 578 Attn: Chris Capps, BMS Anchorage, AK 99501	 AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THI WRITTEN QUOTES, INCLUDING AMENDMENTS OR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE ATTACHED. 	WITHDRAWALS, MUST BE RECEIVED PRIOR SUBMITTED ON FORM SPC-002, QUOTE SUBMITTAL,	
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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:

<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 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.

<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 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 36.30.170(b). The back and 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 nonresponsible, 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).



STATE OF ALASKA DEPARTMENT OF HEALTH & SOCIAL SERVICES FMS FACILITIES

SMALL PROCUREMENT QUOTE SUBMITTAL (CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Officer's Signature: Amy Burke, FMS/FAC Chief at 2:00 p.m. QUOTE: Offerors must read all attachments to this schedule. Provide all labor, supervision, permits and materials to; remove and replace 69 door slabs and hardware with new to match the existing. a. Lump Sum – Total Basic Bid: \$	Project Name & No.:Alaska Veterans & Pioneers HomeProcurement Agency and Address: State of Alaska, DHSS/FMS Facilities 3601 C Street - Suite 760 Anchorage, AK 99801 (907) 269-7816 chris.capps@alaska.govDote of Issuance: February 3, 2022				
QUOTE: Offerors must read all attachments to this schedule. Provide all labor, supervision, permits and materials to; remove and replace 69 door slabs and hardware with new to match the existing. a. Lump Sum – Total Basic Bid: \$	Contracting	Bid is Due: February 22,			
b. Alaska Bidder's Preference: (5% of a.) c. Alaska Veterans Preference: (5% of a.) (Alaska Products Preference: (Attach worksheet(s)) (Alaska Products Preference: (Attach worksheet(s)) (Alaska Bidder Preference: (Attach worksheet(s)) (Alaska Products Preference: (Attach worksheet(s)) (Alaska Bidder Project number ANC 22-34C. I agree to furnish all necessary labor, materials, and conditions required for Project number ANC 22-34C. I agree to furnish all necessary labor, materials, and conditions required for Project number ANC 22-34C. I agree to furnish all necessary labor, materials, and conditions required for Project number ANC 22-34C. I agree to furnish all necessary labor, materials, and conditions required for Project number ANC 22-34C. I agree to furnish all necessary labor, materials, and conditions required for Project number ANC 22-34C. I agree to furnish all necessary labor, materials, and conditions required for Project number ANC 22-34C. I agree to furnish all necessary labor, materials, and conditions required for Project number ANC 22-34C. I agree to furnish all necessary labor, materials, and conditions required for Project number ANC 22-34C. I agree to furnish all necessary labor, materials, and conditions required for Project number ANC 22-34C. I agree to furnish all necessary labor, materials, and conditions required for Project number ANC 22-34C. I agree to furnish all necessary labor, materials, and conditions required for Project number ANC 22-34C. I agree to furnish all necessary labor, materials, and conditions required Signature	QUOTE: Offerors must read all attachments to this schedule. Pr	rovide all labor, supervision, permits and			
Contractor Contractor Reg. No Authorized Signature Title Address Title Business License # EIN or SSN Phone # Offeror is Claiming: Alaska Bidder Preference Alaska Veteran Preference Alaska Products Pref. (worksheet) Procurement Officer: Procurement Officer:	a. Lump Sum – Total Basic Bid: \$				
Contractor Contractor Reg. No Authorized Signature Title Address Title Business License # EIN or SSN Phone # Offeror is Claiming: Alaska Bidder Preference Alaska Veteran Preference Alaska Products Pref. (worksheet) Procurement Officer: Procurement Officer:		Portio			
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Authorized Signature Title Address Business License # EIN or SSN Phone # Offeror is Claiming: Alaska Bidder Preference Alaska Veteran Preference Procurement Officer:	I have reviewed the bid documents, with addenda, and understand the scope of services and conditions required for Project number <u>ANC 22-34C</u> . 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.				
Address Business License # EIN or SSN Phone # Offeror is Claiming: Alaska Bidder Preference Alaska Veteran Preference Procurement Officer:	Contractor Contractor Reg. No.				
Address Business License # EIN or SSN Phone # Offeror is Claiming: Alaska Bidder Preference Alaska Veteran Preference Procurement Officer:	Authorized Signature	Title			
Offeror is Claiming: Alaska Bidder Preference Alaska Veteran Preference Procurement Officer:					
Alaska Veteran Preference Procurement Officer:	Business License # EIN or SSN	Phone #			
Procurement Officer:					
Date of Receipt of Bid:					
	Date of Receipt of Bid:				

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

<u>Alaska Bidders Preference</u>

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 **<u>if required</u>** (see Special Notice to Bidders in packet).



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

[per AS 36.30.320]

Project Name & No.: <u>Alaska Veterans & Pioneer home –</u> <u>Door Slab and Hardware Replacement</u> <u>Project ANC 22-34C</u> Location: <u>250 E Fireweed Lane Palmer, AK 99645</u>	Procurement Agency and Address: <u>Dept. of Health & Social Services</u> <u>FMS Facilities</u> <u>3601 C Street Suite 578</u> <u>Anchorage, AK 99503</u> Email: <u>chris.capps@alaska.gov</u>
Contracting Officer's Signature: Amy Burke, Facilities Chief	Date of Issuance:

то:	FOR:	The Contractor Must Submit:
Work related to Ba	Work related to Basic Bid of:	Insurance
	ANC 22-34C 4including the basic quote	Bonding*
	and alternate quote item(s):	Certified Wages**
		Subcontractor List***
 <u>Bonding</u> - If contract bid amount exceeds \$80,000, Perform <u>Certified Wages</u> - Contracts over \$25,000 require bi-weekly Instructions to Bidders form) <u>Subcontractor List</u> - Contractor will be required to submit of Your quote in the amount of <u>\$</u>s performance of the Work described in the attace quote as submitted on the <i>Small Procurement Q</i> this Contract. The Contractor must sign, date, and return this of email to: <u>chris.capps@alaska.gov</u>. The Procur Contractor, and the Award will be deemed made. The Work of this contract may not commance up 	Certified Payroll be submitted to the a Subcontractor list if they are utilized ubmitted on	ed, is accepted for, is accepted for, form SPC-001), and the C-002), which are a part of ent address shown above or gn and return a copy to the
The Work of this contract may not commence u	ntil the Notice to Proceed	(NTP) is issued.

Contractor's Signature of Contract Award Acceptance:

Date : _____

NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 25,000

In accordance with the protest rights afforded under 2 AAC 12.400(d)(2)(B) & (3), a copy of this Notice of Award is hereby provided to those individuals and businesses who submitted a response to the initial solicitation on which this award is made.



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 B¹ 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 officer 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.

Form SPC-003

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 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.

<u>3.1 Workers' Compensation Insurance</u>: 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.

<u>3.2 Commercial General Liability Insurance</u>: 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.



ALASKA PRODUCTS PREFERENCE WORKSHEET SMALL PROCUREMENT CONTRACT (CONSTRUCTION RELATED)

Project Name: Alaska Veterans & Pioneers Home - Door Slab and Hardware

Replacement Project Number: ANC 22-34C

Procurement Agency: DHSS/FMS Facilities Contractor:

PRODUCT	MANUFACTURER	CLASS & PREFERENCE PERCENTAGE	TOTAL DECLARED VALUE	REDUCTION AMOUNT
			TOTAL	



SUBCONTRACTOR LIST

<u>Alaska Veterans & Pioneers Home – Door Slab and Hardware</u> Replacement Project ANC 22-34C

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.

Failure to submit this form with all required information by the due date will result in the bidder being declared non-responsive and may result in the forfeiture of 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 below-referenced project will be accomplished without subcontracts
	greater than $\frac{1}{2}$ of 1% of the contract amount.
	OR

	011			
1	Subcontractor	List is	as follo	ows:

LIST FIRST TIER SUBCONTRACTORS ONLY

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's 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's Registration were valid at the time bids were opened for this project.

Signature of Authorized Company Representative

Title

Company Name

Company Address (Street or PO Box, City, State, Zip)

Date

Phone Number



ALASKA VETERAN'S PREFERENCE AFFIDAVIT

In response to the Invitation to Bid for:

<u>Alaska Veterans & Pioneers Home – Door Slab and Hardware</u> Replacement Project ANC 22-34C

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

Alaska Veterans & Pioneers Home Door Slab and Hardware Replacement Project No. ANC 21-34C

PROJECT:	Alaska Veterans & Pioneers Home - Door Slab and Hardware Replacement
FACILITY NAME:	Alaska Veterans & Pioneers Home
PROJECT MANAGER:	Chris Capps, DHSS Building Maintenance Specialist
	907 269-7816 chris.capps@alaska.gov
FACILITY CONTACT:	Craig Tallman, Maintenance Foreman
	907 343-7253 or 761-6531 and craig.tallman@alaska.gov
ADDRESS:	250E Fireweed Lane Palmer, AK 99645

SCOPE OF WORK:

Provide all labor, supervision, permits and materials to remove and replace 69 door slabs and hardware to match existing. Doors are fire rated.

- Doors to be factory prepared and reinforced for all hardware installations.
- Submittals required for each product indicated. Include construction details, material/hardware descriptions, core descriptions, hardware reinforcements, profiles, anchors, fire-resistance rating, and finishes.
- Contractor to verify actual dimensions of each door and hardware arrangement to match with new.
- NOTE: New door slabs are being installed into existing installed frames shim as necessary to comply with installation tolerances/clearances specified below.
 - a. Jambs and Head: 1/8 inch plus or minus 1/16 inch.
 - b. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch. (if installed)
 - c. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum ³/₄ inch.
 - Fire-Rated Doors: Install doors with clearances according to NFPA 80.
- Contractor to provide construction cores. Stanley BEST lock 7 pin cores
- 1. Sunny Loop has 12 resident doors, 4'x 7'

Provide and install new door slabs, lockset, closures, hinges, smoke gasket, kick plate and cylindrical prep.

- 2. Homestead has 14 resident rooms 4'x 7'
- Provide and install new door slabs, lockset, closures, hinges, smoke gasket, kick plate and cylindrical prep. 3. Fireweed has 11 resident doors, 4'x 7'
- Provide and install new door slabs, lockset, closures, hinges, and smoke gasket, kick plate and mortise prep.
 - 4. Raven has 16 resident doors, 4'x 7'
- Provide and install new door slabs, lockset, closures, hinges, and smoke gasket, kick plate and mortise prep.
 - 5. Cordova has 9 resident rooms, 4'x 7'
- Provide and install new door slabs, lockset, closures, hinges, and smoke gasket, kick plate and mortise prep.
 - 6. Windy way has 7 resident doors 4'x 7'

Provide and install new door slabs, lockset, closures, hinges, smoke gasket, kick plate and cylindrical prep.

LOCATION MAP



