STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES

INVITATION FOR QUOTES FOR A SMALL PROCUREMENT (CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

| Project Name & 10-036-22 | No.: Old GMC Warehouse Upgrades — Project # | State of Departm | ent of Natural Resources | |
|---|--|--|--|----------|
| Location: 182 | 205 Fish Hatchery Road, Eagle River, Alaska | | th Ave., Suite 1330 ge, Alaska 99501 | |
| Procurement Of | ficer: Chris Brooks | | Date of Issuance: 5/2/2022 |] |
| DESCRIPTION OF V | WORK, REQUIRED COMPLETION DATE, LISTING OF A | ATTACHME! | NTS:[| |
| Please see Attach | ment One for scope of work. | | | |
| 1. Quotes in excess | of \$200,000 will be deemed non-responsive. 2. Any proges (Title 36.05): are \boxtimes are not \square requ | ject in excess uired on this | sproject. | |
| The following ins | urance coverages are required: X Workers Co | omp | ☑ General Liability ☑ Autor | nobile |
| Bonding Require Bid Bond (25D-1 | ement: 4), Pa yment Bond (SPC-005) Performance Bond (SF | PC-006) & a | are are not 🗵 required on this pro | oject. |
| consideration, quote Disadvantaged Busi origin or sex in consprocedures or Projemade to: Title: Chris Brook | ng all labor, equipment and materials and performing all we es must be received before 2:00 PM local time on the 13th iness Enterprises (DBE's) may submit quotes and will not be sideration for an Award which results from this invitation. ct requirements, requests for additional documents, or inquest, at: christopher.brooks@alaska.gov , Telephone sions of AS 36.30 and 2 AAC 12 govern this solicitations. | day of May be discrimina Any errors uiries pertain : (907 <u>)269-</u> | , 2(22). Late quotes cannot be accepted. ted against on the grounds of race, color, natio omissions, or questions pertaining to solicitating to site conditions or scheduled visits must | ion |
| SUBMITTAL O | DF QUOTES: Quotes for this Project must be submit Instructions to Offerors, page 2 of this form, prior to submit BALL QUOTES SHALL BE GIVEN TO | itted in the r | | iliarize |
| AT | THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO TH | E STATED D | EADLINE. (See above Bonding Requirements.) | |
| TO | ITTEN QUOTES, INCLUDING AMENDMENTS OR THE ABOVE NOTED DEADLINE. QUOTES MUST BE 'ACHED. (See above Bonding Requirements.) | WITHDRA SUBMITTE | AWALS, MUST BE RECEIVED PRIOR D ON FORM SPC-002, QUOTE SUBMITTAL, | |
| | be submitted by electronically, hand delivered, or mailed tes must allow time for delivery and the envelope must be | | | ealed |
| Quote for Project | <u>et:</u> | <u>Pro</u> | curement Agency Address: | |
| Name: | Old GMC Warehouse Upgrades | Dep | partment of Natural Resources | |
| Number: | 10-036-22 | |) W. 7 th Ave., Suite 1330 | |
| Attn: | <u>Chris Brooks</u> | | chorage, Alaska 99501 | |
| | or withdrawals must be made in writing to the individual time for quote submittal. | al of the Pro | curement Agency receiving the quotes, and m | iust be |

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES

INVITATION FOR QUOTES FOR A SMALL PROCUREMENT (CONSTRUCTION RELATED)

IINSTRUCTIONS 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 In surance (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.

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 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 http://doa.alaska.gov/dgs/pdf/pref2.pdf. A detailed description of the Alaska Products Preference Program is available at http://www.commerce.state.ak.us/ded/dev/prodpref/prodpref.htm.

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

NOTICE OF AWARD AND PROTEST: A written notice will be provided on all Awards exceeding \$ 25,000 (2 AAC 12.400(h)). All protests must be filed with the Commissioner of the procurement Agency (or designee) and copied to the Procurement Officer. Protest procedures are described in AS 36.30.560 and 2 AAC 12.695. The extent of the protest remedy is limited to quote preparation costs (AS 36.30.585).

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

Article 1. Indemnification

The Contractor shall indemnify, hold hamless, 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, a gents 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 claim.
- **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 claim.

(Rev. 06-14)

STATE OF ALASKA **DEPARTMENT OF NATURAL RESOURCES**

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

| Project Name & No Old GMC Warehouse Upgrades - Project 10-036-22 Location: 18205 Fish Hatchery Road, Eagle River, Alaska | | Procurement Agency and Address: State of Alaska Department of Natural Resources 550 W. 7 th Ave., Suite 1330 Anchorage, Alaska 99501 | |
|---|------------------------|---|--|
| Procurement Officer: Chris Brooks | | Date of Issuance: 5/2/2022 Bid is Due: 5/13/2022 at 2:00PM AK Time | |
| QUOTE: Offerors must read all attachments to this schedule. | [| | |
| Please see Attachment One for scope of work. | | 4 | |
| QUOTE AMOUNT \$ | | | |
| I have reviewed the bid documents, with addenda, an conditions required for Project number I agree to furnish all nec above amount(s). The Work shall be accomplished in a professional | ıd under essary lal | estand the scope of services and bor, materials, and equipment for the acceptable to the Procurement Officer. | |
| Contractor [| _] Co | ontractor Reg. No. | |
| Authorized Signature | _] Ti | tle [] | |
| Address | |]] | |
| Business License # EIN or SSN Offeror is Claiming: Alaska Bidder's Preference Alaska Veteran Preference (SPC-0 | ☐ Ala | stand the scope of services and bor, materials, and equipment for the acceptable to the Procurement Officer. ontractor Reg. No | |
| | • • • • • • | | |
| Procurement Officer: | | | |
| 1 | | | |

Old GMC Warehouse Upgrades, Eagle River, Alaska

Project # 10-036-22

The Department of Natural Resources (DNR), Division of Mining Land and Water (DMLW), is requesting quotes for Old GMC Warehouse Upgrades, Eagle River, Alaska.

Scope of Work

The Contractor shall perform the scope of work, provide the deliverables, and meet any delivery and completion dates outlined below:

1. General Contracting

a. Warehouse 1

i. General Contracting

- 1. Install kleats to support overhead roll up door on south side of building;
- 2. Install kleats to support overhead roll up door on west side of building;
- 3. Frame in door on north side of building, insulate, and sheet exterior of opening;
- 4. Remove overbuilt wood floor, abandoned plumbing lines and other obstructions and dispose of materials;
- 5. Construct a four-foot-wide ramp in garage;
- 6. Seal east side man door and insulate.

ii. Overhead Door Install

- 1. One 6' wide insulated roll up, chain driven overhead door to replace a double man-door;
- 2. One 12' wide insulated roll up, chain driven overhead door to replace double sliding bay doors.

b. Warehouse 2

i. General Contracting

- 1. Remove and discarding of existing insulation on lid of building;
- 2. Remove existing skylights and sheet roof with galvanized metal roofing and mastic;
- 3. Install R13 fiberglass batts throughout ceiling area covered with 6-mil fire rated poly, secure with screws and washers;
- 4. Enclose, insulate, and seal man door back of warehouse 2;
- 5. Install kleating and heath for 12'x9'-6" R/O.

ii. Overhead Door Install

1. One 12' wide insulated roll up, chain driven overhead door to replace sliding bay door.

Mobilization and Demobilization

Mobilization and demobilization costs must be included in the prices offered for this Invitation for Quotes (IFQ).

Site Inspection

Offerors are encouraged to visit the work site to evaluate this project and to see the conditions under which the work described in this IFQ will be performed. The offeror's failure to visit the work site will in no way relieve the offeror of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this IFQ.

Vendors can coordinate with Project Manager, Brent Reynolds, or his designated representative [brent.reynolds@alaska.gov] or (907)269-8567] to schedule a site visit.

A pre-construction meeting will be required before the contractor starts Old GMC Warehouse Upgrades. DMLW will coordinate a date/time with the contractor to conduct the pre-construction meeting.

Contract Term

From Notice to Proceed to June 30, 2022.

Method of Award

Award will be made to the responsive and responsible offeror who submits the lowest total cost. The maximum allowable budget for this IFQ is \$50,000. Quotes that exceed this budget shall be deemed non-responsive to the IFQ.

Contract Administration

Contract administration will be the responsibility of DNR Procurement Officer Chris Brooks or his designated representative. Mr. Brooks may be contacted by phone at (907) 269-8666 or by email at christopher.brooks@alaska.gov. Only the Procurement Officer has full authority to alter, amend, or change a contract resulting from this IFQ.

Day to Day Contract Administration

Day to day contract administration is the responsibility of the Project Manager, Brent Reynolds, or his designated representative [brent.reynolds@alaska.gov or (907)269-8567]. Neither Mr. Reynolds nor his designated representative can substantially change or alter a contract resulting from this IFQ.

Inspection and Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Project Manager who is responsible for coordinating this project. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The State may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes. Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

Subcontractors

A list of subcontractors must be provided along with quote.

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Project Manager in charge will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400. The contractor will not commence additional work until the State has secured any required approvals necessary for the amendment and issued a written contract amendment.

Termination for Default

If the Project Manager determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

Payment of Work

Complete payment will be made 1) upon completion of the project to the satisfaction of the Project Manager 2) upon receipt of the contractor's original, accurate and complete invoice, and (3) receipt of an approved Notice of Completion from Department of Labor and Workforce Development.

Submit Invoices To

State of Alaska
Department of Natural Resources
Division of Mining, Land and Water
Brent Reynolds, Natural Resource Specialist 2

Email: brent.reynolds@alaska.gov

Phone: 907-269-8567

<u>Project Completion Deadline</u>

Work may begin as soon as the Notice to Proceed is issued and pre-construction meeting complete, with all project work completed by no later than June 30, 2022.