

Small Procurement for Construction

Anchorage Pioneer Home West Roof Replacement Project No. ANC 23-06C

You are invited to submit a quote to: provide all labor, supervision, permits, materials and craning to; Remove and replace the Anchorage Pioneer Home WEST roof area, located Anchorage, Alaska.

A pre-bid walk through is scheduled for Tuesday August 9, 2022 at 10:00 A.M. meeting in the main entry lobby.

The property is located at 923 W 11th Anchorage, AK

Bids must be received before 2:00 PM local time August 16, 2022 via EMAIL at Chris.capps@alaska.gov.

The project completion date is December 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: August 4, 2021



**STATE OF ALASKA
DEPARTMENT OF FAMILY and COMMUNITY SERVICES
INVITATION FOR QUOTES FOR
A SMALL PROCUREMENT
(CONSTRUCTION RELATED)**

[per AS 36.30.320(a)]

Project Name & No.: <u>Anchorage Pioneer Home – West</u> Roof Replacement #ANC 23-06C Location: <u>923 West 11th Anchorage, AK 99501</u>	Procurement Agency and Address: <u>Dept. of Family and Community Services</u> <u>FMS Facilities</u> <u>3601 C Street, Suite 578</u> <u>Anchorage, AK 99503</u> <u>Email: chris.capps@alaska.gov</u>
Procurement Officer: <u>Janelle Earls, FMS Contracting Officer</u>	Date of Issuance: _____
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS: Offerors must read all attachments to this schedule. Provide all labor, supervision, permits, craning and materials to; Remove and replace West half of the APH Roof with EPDM and install 2" thick rubber interlocking pavers over entire roof surface.	
The Project cost estimate is: ☐ under \$10,000 ☐ \$10,000 - \$50,000 ☐ \$50,001 - \$100,000 ☒ \$100,001 - \$200,000 ^{1,2} 1. Quotes in excess of \$200,000 will be deemed non-responsive. 2. Any project in excess of \$100,000 must be bonded. Davis-Bacon Wages (Title 36.05): are ☒ are not ☐ required on this project.	
The following insurance coverages are required: ☒ Workers Comp ☒ General Liability ☒ Automobile	
<u>Bonding Requirement:</u> Bid Bond (25D-14), Payment Bond (SPC-005), and Performance Bond (SPC-006) are required on this project.	
Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. To be eligible for consideration, quotes must be received before 2:00 pm local time on <u>16th day of August 2022</u> . 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: Title: <u>Chris Capps, BMS</u> , at: <u>3601 C Street Suite 578 Anchorage, AK 99503</u> Email: <u>chris.capps@alaska.gov</u> , Telephone: <u>(907) 269-7816</u> ; Fax: <u>(907) 334-2689</u> Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation.	
SUBMITTAL OF QUOTES: Quotes for this Project must be submitted in the manner noted below. All Offerors must familiarize themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitting their quote. ☐ - VERBAL QUOTES SHALL BE GIVEN TO _____ AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE. (See above Bonding Requirements.) ☒ - WRITTEN QUOTES, INCLUDING AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SUBMITTED ON FORM SPC-002, QUOTE SUBMITTAL, ATTACHED. (See above Bonding Requirements.) Written quotes may be submitted by electronically, hand delivered, or mailed in a sealed envelope. Confidentiality is only assured for sealed quotes. Mailed quotes must allow time for delivery and the envelope must be marked as follows: <u>Quote for Project:</u> Name: <u>Anchorage Pioneer Home West Roof Replacement</u> Number: <u>ANC 23-06C</u> Attn: <u>Chris Capps</u> <u>Procurement Agency Address:</u> <u>3601 C Street, Suite 578</u> <u>Anchorage, AK 99503</u> <u>Email: chris.capps@alaska.gov</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 FAMILY and COMMUNITY SERVICES
INVITATION FOR QUOTES FOR
A SMALL PROCUREMENT
(CONSTRUCTION RELATED)**

INSTRUCTIONS TO OFFERORS

The State of Alaska desires that all Offerors submitting quotes on construction contracts are given a fair and equal opportunity to compete. Offerors are required to follow these instructions:

REVIEW THE PROJECT DOCUMENTS: Most construction Projects in excess of \$1,000 will have some type of written documentation prepared expressly for the Work. If you are asked to submit a quote and no written information has been provided, you should ask the procurement Agency for written documentation. If the scope of services have been described to you verbally, and you are selected for Contract Award, you must ensure that the information of the services to be performed (scope of work) is put in writing prior to accepting the Contract. When providing a Quote, carefully review and consider all materials related to the solicitation and work of the contract. **By submitting a quote the Offeror warrants that they are familiar with the Project requirements, have visited or otherwise examined the site, and are aware of the conditions to be encountered.** Offeror's can verify the contents and completeness of their quote documents by contacting the procurement Agency individual named on the front of this form.

SUBMITTING THE QUOTE: The Quote must be submitted in one of the following formats as called for in the Invitation:

1. **ORALLY** - if a verbal quote is solicited, the Offeror must provide, in addition to their quote amount and mailing address -- (1) their valid Alaska Business License number, (2) if applicable, a valid Contractor's Registration number, (3) their status as an Alaskan Bidder (Offeror), (4) their intended use of Alaskan products, (5) the carrier's name and policy number for their Workers' Comp Insurance (or a statement of sole proprietorship, if applicable), and (6) the Employer (Tax) Identification Number or Social Security Number. The Procurement Agency will enter this information on the quote schedule.

2. **WRITTEN** - if a written quote is solicited, the Offeror must complete, in ink or typewritten, the *Small Procurement Quote Submittal*, Form SPC-002. Failure to acknowledge receipt of addenda or to execute the form correctly and completely may disqualify the quote.

NOTE: The Department of Labor requires an Offeror to be licensed and registered for the required type of work prior to submitting a quote. If the procurement Agency determines the Offeror is improperly registered or licensed, their quote may be deemed nonresponsive.

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 nonresponsive, 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).

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

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per 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.



STATE OF ALASKA
DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
FMS FACILITIES

SMALL PROCUREMENT QUOTE SUBMITTAL
(CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.: <u>Anchorage Pioneer Home – West</u> <u>Roof Replacement - Project #ANC 23-06C</u> Location: <u>923 West 11th Anchorage, AK 99501</u>	Procurement Agency and Address: <u>State of Alaska DFCS/FMS Facilities</u> <u>3601 C Street - Suite 578</u> <u>Anchorage, AK 99801</u> <u>(907) 269-7816</u> <u>chris.capps@alaska.gov</u>
Contracting _____ Officer's Signature: Janelle Earls, Division Operations Mgr	Date of Issuance: August 4, 2022 Bid is Due: August 16, 2022, at 2:00 p.m.
QUOTE: Offerors must read all attachments to this schedule. Provide all labor, supervision, permits, craning and materials to; Remove and replace West half of the APH Roof with EPDM and install 2" thick rubber interlocking pavers over entire roof surface. 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 <u>ANC 23-06C</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. 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 Procurement Officer: _____ Date of Receipt of Bid: _____	

Offeror to Complete this Portion



STATE OF ALASKA
DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

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

Project Name & No.: <u>Anchorage Pioneer Home – West Roof Replacement - Project # ANC 23-06C</u> Location: <u>923 W. 11th Avenue Anchorage, Alaska 99501</u>	Procurement Agency and Address: Dept. of Family and Community Services FMS Facilities 3601 C Street Suite 578 Anchorage, AK 99801 Chris.capps@alaska.gov
Contracting _____ Officer's Signature: Janelle Earls, Division Operations Mgr	Date of Issuance: August 4, 2022

TO: _____ _____ _____	FOR: Work related to Basic Bid of: <u>ANC 23-06C</u> , including the basic quote and alternate quote item(s): _____	The Contractor Must Submit: Insurance Bonding* Certified Wages** Subcontractor List***
* Bonding - If contract bid amount exceeds \$100,000, Performance & Payment Bonds will be required for 100% of bid amount. ** Certified Wages – Contracts over \$25,000 require bi-weekly Certified Payroll be submitted to the Dept. of Labor (see Special Instructions to Bidders form) *** Subcontractor List – Contractor will be required to submit a Subcontractor list if they are utilized 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. The Contractor must sign, date, and return this document to the procurement address shown above or email to: chris.capps@alaska.gov . The Procurement Officer will then sign and return a copy to the Contractor, and the Award will be deemed made. <i>The Work of this contract may not commence until the Notice to Proceed (NTP) is issued.</i> 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 <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.		



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 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 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 FAMILY AND COMMUNITY SERVICES

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

[per AS 36.30.320]

Project Name & No.: Anchorage <u>Pioneer Home</u> <u>West Roof Replacement - Project # ANC 23-06C</u> Location: <u>923 W 11th Ave Anchorage, AK 99501</u>	Procurement Agency and Address: Dept. of <u>Family and Community Services</u> <u>FMS Facilities</u> <u>3601 C Street Suite 578</u> <u>Anchorage, AK 99503</u> Email: chris.capps@alaska.gov
Project _____ Manager: Chris Capps, Project Manager	Date of Issuance: August 4, 2022

TO: X X <u>Anchorage, AK 99507</u>	FOR: Work related to Basic Bid of: <u>ANC 23-06C</u> including the basic quote and alternate quote item(s): _____	The Contractor Must Submit: Insurance Bonding* Certified Wages** <u>Subcontractor List***</u>
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You have successfully met the requirements for submittal of all contract documents to the Procurement Agency and Dept. of Labor and Workforce Development related to the subject Project.

Upon receipt of this document, the Contractor may begin work on the subject project, in accordance with the terms of the contract. The Work of this contract must commence within 10 calendar days following the date of signature by the Procurement Officer, shown above (i.e., the effective date of the Contract) and all Work of the Contract must be complete on or before **December 31, 2022**

Send all invoices via email to: chris.capps@alaska.gov

Contractor's Signature of Acknowledgment: _____ Date : _____

* **Bonding** - If contract bid amount exceeds \$100,000, Performance & Payment Bonds will be required for 100% of bid amount.
** **Certified Wages** - Contracts over \$25,000 require biweekly Certified Payroll be submitted to the Dept. of Labor (see Special Instructions to Bidders form)
*** **Subcontractor List** - Contractor will be required to submit a Subcontractor list if they are utilized

**STATE OF ALASKA
DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
ALASKA PRODUCTS PREFERENCE WORKSHEET
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)**

Project Name: Anchorage Pioneer Home - West Roof Replacement

Project Number: ANC 23-06C

Procurement Agency: FMS Facilities Contractor: _____

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



STATE OF ALASKA
DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

SUBCONTRACTOR LIST

Anchorage Pioneer Home – West Roof Replacement ANC 23-06C

Project Name and Number

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

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 ½ of 1% of the contract amount.

OR

☐ Subcontractor List is as follows:

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

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

STATE OF ALASKA
DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

ALASKA VETERAN'S PREFERENCE AFFIDAVIT

In response to the Invitation to Bid for:

Anchorage Pioneers' Home – West Roof Replacement – Project #ANC 23-06C

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 Veterans;
 - (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

**Anchorage Pioneer Home
West Roof Replacement
Project No. ANC 23-06C**

PROJECT: Anchorage Pioneer Home – West Roof Replacement

FACILITY NAME: Anchorage Pioneer Home

PROJECT MANAGER: Chris Capps, DHSS Building Maintenance Specialist

907 269-7816 chirs.capps@alaska.gov

FACILITY CONTACT: Charles Gielow, Maintenance Foreman

907 343-7253 charles.gielow@alaska.gov

ADDRESS: 923 W. 11th Avenue Anchorage, Alaska 99501

SCOPE OF WORK:

- Provide all labor, supervision, permits materials and craning to remove and replace the WEST roof at the Anchorage Pioneers Home.
- Remove all existing roof coatings and associated flashings/ materials etc.
- Install new fully adhered 115 mil EPDM to a cleaned concrete deck and install appropriate termination and drainage flashings per manufacturers installation instructions/guidelines.
- Install rubber interlocking pavers over entire roof surface. Carlisle or approved equal. Size 2'x2'x2"
- Two years installation warranty and 20 year manufacturer's warranty required.
- Bid Bond and Payment and Performance Bond required.
- NO liquidated damages apply to this project.

<https://labor.alaska.gov/lss/pamp600.htm>

STATE OF ALASKA
DEPARTMENT OF FAMILY AND COMMUNITY
SERVICES

BID BOND

For

Anchorage Pioneer Home ANC 23-06C

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	☐ Individual☐ Partnership ☐ Joint Venture☐ Corporation
	STATE OF INCORPORATION: _____

SURETY(IES) (Name and business address):

A.	B.	C.
PENAL SUM OF BOND: _____		DATE OF BID: _____

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefore, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

PRINCIPAL

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.
See Instructions on Reverse			Corporate Seal

CORPORATE SURETY(IES)

Surety A	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

Surety B	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

Surety C	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.



STATE OF ALASKA
DEPARTMENT OF FAMILY & COMMUNITY SERVICES

PERFORMANCE BOND

Bond No. _____

For

Anchorage Pioneer Home West Roof Replacement ANC 23-06C

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

(\$00.00) good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____
A.D., 20____, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and
complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Department of
Transportation and Public Facilities any sums paid him which exceed the final payment determined to be due upon completion of the
project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____ A.D., 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Department of Health & Social Services Authorized Representative

Date

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



STATE OF ALASKA
DEPARTMENT OF FAMILY & COMMUNITY SERVICES

PAYMENT BOND

Bond No. _____

For

Anchorage Pioneer Home West Roof Replacement ANC 23-06C

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

(\$ 00.00) _____ good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____
A.D., 20____, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements
of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work
under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any
subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____ A.D., 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Department of Family & Community Services Authorized Representative

Date

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

PRE-BID CONSTRUCTION MEETING SIGN IN SHEET

Project Name	<u>Anchorage Pioneer Home</u>
Project Title	<u>West Roof Replacement</u>
Project Number	<u>ANC 23-06C</u>

Prebid time August 2, 2022 2:00 PM
Prebid location Anchorage Pioneer Home
Prebid address 923 W 11th Anchorage, AK 99501
Onsite Contact Maintenance Foreman Chuck Gietlow

[illegible]



State of Alaska
Department of Administration
Substitute Form W-9

Questions? Email DOA.DOF.Vendor.HelpDesk@alaska.gov

RETURN COMPLETED FORM TO:

Department of Administration
Division of Finance
P.O. Box 110204
Juneau, AK 99811-0204
Or FAX to: (907) 465-2169

DO NOT send to IRS

Taxpayer Identification Number (TIN) Verification

The Internal Revenue Service requires the State of Alaska to issue 1099 forms when payments to individuals, partnerships or limited liability companies for rents, services, prizes, and awards meet or exceed \$600.00 for the year. An IRS Form 1099 is not required when payments are specifically for merchandise or made to some types of corporations.

Print or Type

Please see attachment or reverse for complete instructions

Legal Name (as shown on your income tax return)	State of Alaska Vendor Number (if known)
Business Name , if different from above (use if doing business as (DBA) or enter business name of Sole Proprietorship)	Entity Designation (check only one type) ☐ Individual / Sole Proprietor ☐ Partnership ☐ General Corporation ☐ Medical Corporation ☐ Legal Corporation ☐ Limited Liability Company – Individual ☐ Limited Liability Company – Partnership ☐ Limited Liability Company – Corporation ☐ Government Entity ☐ Estate / Trust ☐ Organization Exempt from Tax - Nonprofit (under Section 501 (a)(b)(c)(d))
Primary Address (for 1099 form) PO Box or Number and Street, City, State, Zip + 4	Exemption (See Instructions) Exempt payee code (if any) Exemption from FATCA Reporting Code (if any)
Remit Address (where payment should be mailed, if different from Primary Address) PO Box or Number and Street, City, State, Zip + 4	

Taxpayer Identification Number (TIN) Provide Only One (If sole proprietorship provide EIN, if applicable)

Social Security Number (SSN)	Employer Identification Number (EIN)
If Change of Ownership or Entity Designation	Date of Change:
Previous Owner / Business Name	Previous Taxpayer Identification Number (TIN)

Certification

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, **AND**
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **AND**
3. I am a U.S. person (including a U.S. resident alien), **AND**
4. The FATCA code(s) entered on this form (if any) indicating I am exempt from FATCA reporting is correct.

Printed Name	Printed Title	Telephone Number
Signature	Date	Email Address

Instructions for Completing Taxpayer Identification Number (TIN) Verification (Substitute W-9) -- Page 1

Legal Name

As registered with the Internal Revenue Service (IRS)

- Individuals: Enter First Name MI Last Name
- Sole Proprietorships: Enter First Name MI Last Name
- LLC Single Owner: Enter owner's First Name MI Last Name
- All Others: Enter Legal Name of Business

Business Name

- Individuals: Leave blank
- Sole Proprietorships: Enter Business Name
- LLC Single Owner: Enter LLC Business Name
- All Others: Complete only if doing business as a DBA

Primary Address

Address where 1099 tax form should be mailed.

Remit Address

Address where payment should be mailed. Complete only if different from primary address.

State of Alaska Vendor Number

Your vendor number is an eight character alphanumeric code assigned to your company in the State of Alaska's accounting system. You may contact us at the email address listed on the form if you do not know your vendor number.

Entity Designation

Check *ONE* box which describes the type of business entity.

Taxpayer Identification Number

LIST ONLY ONE: Social Security Number OR Employer Identification Number. See *"What Name and Number to Give the Requester"* at right.

If you do not have a TIN, apply for one immediately. Individuals use federal form SS-05 which can be obtained from the Social Security Administration. Businesses and all other entities use federal form SS-04 which can be obtained from the Internal Revenue Service.

Change of Ownership or Entity Designation

This information is requested to allow taxable income to be reported correctly for both the new and old entities.

Certification

You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to furnish your correct TIN to persons who must file information

returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
Individual	The individual
Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
Sole proprietorship or Single-Owner LLC	The owner ¹
For this type of account:	Give name and EIN of:
Sole Proprietorship or Single-Owner LLC	The owner ³
A valid trust, estate, or pension trust	Legal entity ⁴
Corporation or LLC electing corporate status on Form 8832	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
Partnership or multi-member LLC	The partnership
A broker or registered nominee	The broker or nominee
Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) **Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Revised 09/29/2015

Instructions for Completing Taxpayer Identification Number (TIN) Verification (Substitute W-9) -- Page 2

Exemptions

If you are exempt from backup withholding and/or Foreign Account Tax Compliance Act (FATCA) reporting, enter in the Exemptions box any code(s) that may apply to you. See **Exempt payee code** and **Exemption from FATCA reporting code** below.

Exempt payee code

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. A corporation
6. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7. A futures commission merchant registered with the Commodity Futures Trading Commission
8. A real estate investment trust
9. An entity registered at all times during the tax year under the Investment Company Act of 1940
10. A common trust fund operated by a bank under section 584(a)
11. A financial institution
12. A middleman known in the investment community as a nominee or custodian
13. A trust exempt from tax under section 664 or described in section 4947

Exemption from FATCA reporting code

The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A. An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B. The United States or any of its agencies or instrumentalities
- C. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D. A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E. A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F. A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G. A real estate investment trust
- H. A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I. A common trust fund as defined in section 584(a)
- J. A bank as defined in section 581
- K. A broker
- L. A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M. A tax exempt trust under a section 403(b) plan or section 457(g) plan