

# Small Procurement for Construction

## **McLaughlin Youth Center Cottage 2 and 5 decking replacement Project No. ANC 23-11C**

You are invited to submit a quote to: provide all labor, supervision, permits and materials to; Remove and replace the exterior decking only on the existing decks at Cottages two and five. Project location is McLaughlin Youth Center, Anchorage, Alaska.

A pre-bid walk through is scheduled for Thursday, September 29, 2022 at 10:00 A.M. Please meet at the delivery entrance at the rear of the facility. Access is from Buhite drive off of Piper Street. **DO NOT GO TO THE MAIN ENTRANCE.** The property is located at 2600 Providence Drive, Anchorage, AK 99508.

Bids must be received before 2:00 PM local time October 10, 2022 at the address listed in the bid documents. [Chris.capps@alaska.gov](mailto: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](mailto:chris.capps@alaska.gov)

**PLEASE NOTE:** Emailing your bid does not mean it arrived by the designated bid opening time. It would be in your best interest to send your bid early and not wait until the last minute. You may 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: September 15, 2022

**STATE OF ALASKA  
DEPARTMENT OF FAMILY & COMMUNITY SERVICES  
FMS FACILITIES  
INVITATION FOR QUOTES FOR  
A SMALL PROCUREMENT  
(CONSTRUCTION RELATED)  
[per AS 36.30.320(a)]**

Project Name & No.: <u>McLaughlin Youth Center</u>  Cottage Decking Replacement - Project # <u>ANC 23-11C</u>	<u>Procurement Agency and Address:</u> <u>Dept. of Family &amp; Community Services</u> <u>FMS Facilities</u> <u>3601 C Street, Suite 578</u> <u>Anchorage, AK 99503</u> Email: <a href="mailto:chris.capps@alaska.gov"><u>chris.capps@alaska.gov</u></a>						
Location: <u>    2600 Providence Drive 99508     </u>							
Procurement Officer: <u>Janelle Earls, DFCS Contracting Officer</u>	Date of Issuance:   September 15, 2022						
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS: Provide all labor, supervision, permits, and materials to remove and replace the existing decking only on two exterior decks, McLaughlin Youth Center Cottage two and five.							
The Project cost estimate is: <input type="checkbox"/> under \$10,000 <input checked="" type="checkbox"/> \$10,000 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$200,000 <sup>1,2</sup> 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 <input checked="" type="checkbox"/> are not <input type="checkbox"/> required on this project.							
The following insurance coverages are required: <input checked="" type="checkbox"/> Workers Comp <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile							
<b>Bonding Requirement:</b>							
Bid Bond (25D-14) Payment Bond (SPC-005) Performance Bond (SPC-006) & are <input type="checkbox"/> are not <input checked="" type="checkbox"/> 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 10th _____ day of _____ October _____, 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: Title: Chris Capps, Project Manager _____ , at: 3601 C Street Suite 578 Anchorage, AK 99503 Email: <a href="mailto:chris.capps@alaska.gov"><u>chris.capps@alaska.gov</u></a> _____ , Telephone: (907) 269-7816 _____ ; Fax:(907) 334-2689 Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation.							
<b>SUBMITTAL OF QUOTES:</b> Quotes for this Project must be submitted in the manner noted below. All Offerors must familiarize themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitting their quote.  <div style="margin-left: 20px;"> <div style="display: inline-block; width: 20px; height: 20px; background-color: black; margin-right: 10px;"></div>- VERBAL QUOTES SHALL BE GIVEN TO _____ AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE. (<b>See above Bonding Requirements.</b>)         </div> <div style="margin-left: 20px;"> <div style="display: inline-block; width: 20px; height: 20px; background-color: black; margin-right: 10px;"></div>X 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. (<b>See above Bonding Requirements.</b>)         </div> <p>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:</p> <div style="display: flex; justify-content: space-between;"> <span><b><u>Quote for Project:</u></b></span> <span><b><u>Procurement Agency Address:</u></b></span> </div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name: <u>McLaughlin Youth Center – Decking Replacement</u></td> <td style="width: 50%;"><u>3601 C Street, Suite 578</u></td> </tr> <tr> <td>Number: <u>ANC 23-11C</u></td> <td><u>Anchorage, AK 99503</u></td> </tr> <tr> <td>Attn: <u>Chris Capps, Project Manager</u></td> <td>Email: <a href="mailto:mark.moon@alaska.gov"><u>mark.moon@alaska.gov</u></a></td> </tr> </table> <p>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.</p>		Name: <u>McLaughlin Youth Center – Decking Replacement</u>	<u>3601 C Street, Suite 578</u>	Number: <u>ANC 23-11C</u>	<u>Anchorage, AK 99503</u>	Attn: <u>Chris Capps, Project Manager</u>	Email: <a href="mailto:mark.moon@alaska.gov"><u>mark.moon@alaska.gov</u></a>
Name: <u>McLaughlin Youth Center – Decking Replacement</u>	<u>3601 C Street, Suite 578</u>						
Number: <u>ANC 23-11C</u>	<u>Anchorage, AK 99503</u>						
Attn: <u>Chris Capps, Project Manager</u>	Email: <a href="mailto:mark.moon@alaska.gov"><u>mark.moon@alaska.gov</u></a>						



STATE OF ALASKA  
DEPARTMENT OF FAMILY & COMMUNITY SERVICES  
FMS FACILITIES

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>McLaughlin Youth Center</u> <u>Cottage Decking Replacement - Project #ANC 23-11C</u>		Procurement Agency and Address: <u>Dept. of Family &amp; Community Services</u> <u>FMS Facilities</u> <u>3601 C Street Suite 578</u> <u>Anchorage, AK 99503</u> Email: <a href="mailto:chris.capps@alaska.gov">chris.capps@alaska.gov</a>
Location: <u>2600 Providence Drive 99508</u>		
Contracting _____ Officer's Signature: Janelle Earls, DFCS Contracting Officer		Date of Issuance: September 15, 2022 <b>Bid Due: October 10, 2022, 2:00 pm</b>
<b>QUOTE:</b> Offerors must read all attachments to this schedule. Provide all labor, supervision, permits and materials to replace the decking on Cottage 2 and 5 decks		
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 23-11C</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: <input type="checkbox"/> Alaska Bidder Preference <input type="checkbox"/> Alaska Products Pref. (worksheet) <input type="checkbox"/> 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>McLaughlin Youth Center</u> <u>Cottage Decking Replacement - Project #ANC 23-11C</u>  Location: <u>2600 Providence Drive Anchorage, AK 99508</u>	Procurement Agency and Address: <u>Dept. of Family &amp; Community Services</u> <u>FMS Facilities</u> <u>3601 C Street Suite 578</u> <u>Anchorage, AK 99503</u> Email: <a href="mailto:chris.capps@alaska.gov">chris.capps@alaska.gov</a>
Contracting _____ Officer's Signature: Janelle Earls, DFCS Facilities Chief	Date of Issuance:  September 15, 2022

\*\*\*\*\*

<b>TO:</b>  _____ _____ _____	<b>FOR:</b> Work related to Basic Bid of: <u>ANC 23-11C</u> , including the basic quote and alternate quote item(s): _____	<b>The Contractor Must Submit:</b>  Insurance Bonding* Certified Wages** <u>Subcontractor List***</u>
<p>* <b>Bonding</b> - If contract bid amount exceeds \$100,000, Performance &amp; Payment Bonds will be required for 100% of bid amount.</p> <p>** <b>Certified Wages</b> – Contracts over \$25,000 require bi-weekly Certified Payroll be submitted to the Dept. of Labor (see Special Instructions to Bidders form)</p> <p>*** <b>Subcontractor List</b> – Contractor will be required to submit a Subcontractor list if they are utilized</p> <p>Your quote in the amount of \$ _____ submitted on _____, is accepted for performance of the Work described in the attached Invitation for Quotes (Form SPC-001), and the quote as submitted on the <i>Small Procurement Quote Submittal</i> (Form SPC-002), which are a part of this Contract.</p> <p>The Contractor must sign, date, and return this document to the procurement address shown above or email to: <a href="mailto:chris.capps@alaska.gov">chris.capps@alaska.gov</a> . The Procurement Officer will then sign and return a copy to the Contractor, and the Award will be deemed made.</p> <p><b><i>The Work of this contract may not commence until the Notice to Proceed (NTP) is issued.</i></b></p> <p>Contractor's Signature of Contract Award Acceptance: _____ Date : _____</p>		
<b>NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 25,000</b>		
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.		



STATE OF ALASKA  
DEPARTMENT OF FAMILY and COMMUNITY SERVICES

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

GENERAL CONDITIONS  
[Construction Procurement under AS 36.30.320]

These terms, conditions and requirements apply to the Contract Documents describing the Work for the Project. If any provision of these Contract Documents is declared by a court to be illegal or in conflict with any law, the validity of the remaining provisions and the ensuing rights and obligations of the Parties to the contract shall not be affected.

Whenever used in these Contract Documents, the following terms shall have the indicated meaning. Any term not so defined shall have its ordinary meaning.

- **Approved or Approval** - means written approval by the Procurement Officer or authorized representative.
- **Award** - means the written acceptance of the lowest responsive and responsible quote by the Procurement Agency.
- **Contract Documents** - includes the *Invitation for Quotes for a Small Procurement*, Form SPC-001 (with Instructions - if issued), the *Notice of Award / Notice to Proceed*, Form SPC-003, any addenda, written changes, or attachments as noted in the description of the Work.
- **Procurement Officer** - the person authorized to enter into and administer the contract on behalf of the Procurement Agency.
- **Parties to the Contract** - includes the Procurement Agency, the owner Agency representing the State of Alaska, and the Contractor, being the entity contracting with the owner Agency for performance of the Work.
- **Project** - The total construction, of which the Work performed under the Contract, is the whole or part.
- **Project Manager** - the Procurement Officer's authorized representative, responsible for Contract administration.
- **Work** - is the act of, and the result from, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents.

1. The Procurement Officer (or authorized representative) has the authority to make findings, determinations and decisions with respect to the contract; to Approve materials, Work and payment therefore; and to modify or terminate the contract on behalf of the Procurement Agency.
2. The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related to the Project. The Contractor shall conduct all Work in such a manner that protects the public and State resources.
3. The Contractor must comply with all applicable laws, regulations, codes, ordinances and written directives issued by the Procurement Officer. In addition, the Contractor must obtain applicable licenses and permits; provide supervision, labor, tools, and new materials (except as may otherwise be provided by the Procurement Agency); and utilize Alaska Products and Wood Products when applicable (see AS 36.05.010 & AS 36.30.322). **Hazardous Materials:** The CONTRACTOR is to be aware under 29 CFR 1926.1101(k)(2)(ii) Construction Industry Standards, any building or facility constructed prior to 1980 may contain suspected Hazardous Materials. All known or perceived known Hazardous Materials information will be provided by the DEPARTMENT's facility staff to the CONTRACTOR upon request. Any new suspected Hazardous Materials encountered by the CONTRACTOR shall be made known to the DEPARTMENT within 3 business days of discovery. Once notified the DEPARTMENT will have an Environmental Assessment completed to verify if hazardous materials exist.
4. The Contractor shall not award Work to any subcontractor without prior Approval from the Procurement Officer.
5. The Procurement Agency reserves the right to make written changes to the Contract Documents for modifications within the general scope of the Work.
6. Any act or occurrence be it a result of an emergency, differing site condition or change order, which may form the basis of a claim for a price or time adjustment must be reported immediately to the Procurement Officer.
7. **The Department of Labor and Workforce Development, Wage and Hour Administration, must be notified in accordance with AS 36.05.010 and AS 36.05.030 if the resulting contract for repairs or construction exceeds \$25,000.** The Contractor must comply with the requirements noted within the Department of Labor packet entitled, "Laborers' & Mechanics' Minimum Rates of Pay." To obtain a copy of the referenced packet, contact the Procurement Agency or the Department of Labor.
8. The primary contractor working on public construction projects with an amount of \$25,000 or more must file a Notice of Work and pay a one percent fee based on the estimated value of work performed by the prime contractor and one percent of the value of each subcontractor's price, to the Department of Labor and Workforce Development, Wage and Hour Administration (DOLWD) - The maximum fee is \$5,000.00. The notice and fees must be filed with the DOLWD before work commences on the project.

Upon completing the construction project, the primary contractor must file a Notice of Completion (NOC) and make payment of any additional fees due to increases in the contract amounts due the primary contractor. Contractor must file the Notice of Work and Notice of Completion online. Please call the Dept. of Labor for instructions and/or assistance in filing (<http://labor.alaska.gov/lss/whhome.htm>).

9. The Contractor shall indemnify, save harmless, and defend the Procurement Agency, its agents and its employees in accordance with Appendix B1. Furthermore, the Contractor shall, prior to the Award of the contract, provide proof of Workmen's Compensation, General Liability, and Automobile Insurance in amounts as applicable under Appendix B1. These coverages shall remain in force for the duration of the Contract.
10. The Contractor shall remedy all defects in materials or workmanship that develop within a period of one year from the date of final payment.
11. The Procurement Agency will make final payment to the Contractor following approval of completion of all Work and the Contractor's submittal of all releases, warranties, record documents, permits and invoices. Liens or other claims relating to the Project may be withheld from final payment if written notice is first given to the Contractor. Acceptance of the final payment will constitute the Contractor's waiver to future claims.
12. Any dispute arising out of this Contract, which cannot be satisfactorily remedied by the Parties to the Contract, shall be resolved under AS 36.30.620 - 699.



**APPENDIX B<sup>1</sup>**  
**BONDS, INDEMNITY AND INSURANCE**

**Article 1. Bonds**

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

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

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

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

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

**Replacement of Bond and Surety:**

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

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



## Article 2. Indemnification

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

## Article 3. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

- **The policy must waive subrogation against the State.**

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

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

**3.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000, combined single limit per occurrence.



**STATE OF ALASKA  
DEPARTMENT OF FAMILY and COMMUNITY SERVICES**

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

[per AS 36.30.320]

Project Name & No.: <u>McLaughlin Youth Center</u> <u>Cottage Decking Replacement - Project #ANC 23-11C</u>  Location: <u>2600 Providence Drive 99508</u>	Procurement Agency and Address: <u>Dept. of Family &amp; Community Services</u> <u>FMS Facilities</u> <u>3601 C Street Suite 578</u> <u>Anchorage, AK 99503</u> Email: <a href="mailto:chris.capps@alaska.gov">chris.capps@alaska.gov</a>
Project _____ Manager: <u>Chris Capps, Project Manager</u>	Date of Issuance: September 15, 2022

\*\*\*\*\*

<b>TO:</b> _____ _____ _____	<b>FOR:</b> Work related to Basic Bid of: <u>ANC 23-11C</u> , including the basic quote and alternate quote item(s): _____	<table border="1"> <tr> <th>The Contractor Must Submit:</th> </tr> <tr> <td>Insurance</td> </tr> <tr> <td>Bonding*</td> </tr> <tr> <td>Certified Wages**</td> </tr> <tr> <td>Subcontractor List***</td> </tr> </table>	The Contractor Must Submit:	Insurance	Bonding*	Certified Wages**	Subcontractor List***
The Contractor Must Submit:							
Insurance							
Bonding*							
Certified Wages**							
Subcontractor List***							

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](mailto: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 TRANSPORTATION AND PUBLIC FACILITIES

## ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: McLaughlin Youth Center - Cottage Decking Replacement, ANC 23-11C

Bidder/Proposer (company name): \_\_\_\_\_

### Operation of Alaska Bidder Preference

Procurement preferences under the Alaska Procurement Code are benefits that the State grants only to qualified bidders. Under AS 36.30.990(2), if a bidder is an eligible "Alaska Bidder", the Department will apply a five percent preference to the price of the bidder's proposal.

### Instructions regarding Alaska Bidder Preference

A bidder that claims the Alaska Bidder Preference must review and then certify that each statement appearing under the heading "Alaska Bidder Certification" is true. The individual that signs the certification shall include his/her printed name and position within bidder's organization, *e.g.*, sole proprietor, partner, etc. If a bidder fails to submit a signed certification, the Department will not apply the claimed preference.

### Alaska Bidder Certification

The bidding entity for which I am the duly authorized representative:

- (A) Holds a current Alaska business license;
- (B) Is submitting a bid or proposal for goods, services, or construction under the name appearing on the bidder's current Alaska business license;
- (C) Has maintained a place of business in the State staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the proposal;
- (D) 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 former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the State; and
- (E) If a joint venture, is composed entirely of ventures that qualify under the four preceding paragraphs of this Alaska Bidder Certification.

By applying my signature below, I certify under penalty of perjury that I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning its proposal, and that the foregoing statements are true and correct.

\_\_\_\_\_  
By (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Alaska Business License Number

\_\_\_\_\_  
Title:

(See Reverse Side for Instructions)

Bid Phase: \_\_\_\_\_ Bidder: \_\_\_\_\_

1. This worksheet accurately reports the type and quantity of product(s) that: (a) qualify for application of the Alaska Product Preference under AS 36.30.321 *et seq.* and (b) this bidder will use in performing the advertised project, if awarded the contract; and
2. All listed product(s) are specified for use on the project and will be permanently incorporated; and
3. I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning its proposal.

Date \_\_\_\_\_

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

## INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

**Special Notice:** All procurements, except those funded from Federal sources, shall contain Contract provisions for the preference of Alaska products. To be considered for the Alaska Product Preference, each product listed by the Bidder on this worksheet must have current certification from the Alaska Products Preference Program at the time of Bid Opening or the proposal due date. A product with expired certification at the bid opening or proposal due date will not be considered eligible. Products that are not specified for use on the project will not be considered eligible.

The Alaska Product Preference Program List of certified products is available online at:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx> or may be obtained by contacting Dept. of Commerce & Economic Development Alaska Division of Community and Regional Affairs, Alaska Products Preference Program, 550 W. 7th Ave., Suite 1650, Anchorage AK 99501-3510; Phone: (907) 269- 4501 Fax: (907) 269-4563, E-mail: [madeinalaska@alaska.gov](mailto:madeinalaska@alaska.gov)

### BIDDERS INSTRUCTIONS:

**A. General.** The contracting Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Bidder's entries must conform to the requirements covering bid preparations in general. Discrepancies in price extensions shall be resolved by multiplying the declared total value times the preference percentage and adjusting any resulting computation(s) accordingly.

#### **B. Form Completion – BASIC BIDS.**

- (1) Enter project number and name, the words "Basic Bid" and the CONTRACTOR'S name in the heading of each page as provided.
- (2) The Bidder shall compare those candidate products appearing on the preference listing (see Special Notice comments above) against the requirements of the technical specifications appearing in the contract documents. If the Bidder determines that a candidate product can suitably meet the contract requirements, then that product may be included in the worksheet as follows.
- (3) For each suitable product submitted under the "Basic Bid" enter:
  - The product name, generic description and its corresponding technical specification section number under the heading "PRODUCT",
  - The company name of the Alaska producer under the heading "Manufacturer", and
  - The product class (I, II, or III) and preference percentage (3, 5, or 7% respectively) under the "CLASS/% heading.
- (4) For each product appearing on the list and to be utilized by the CONTRACTOR enter:
  - Under the heading "TOTAL DECLARED VALUE" the manufacturer's quoted price of the product, (caution: this value is to be the manufacturer's quoted price at the place of origin and shall not include costs for freight, handling or miscellaneous charges of incorporating the product into the Work,) and
  - The resulting preference – i.e. the preference percentage times the total declared value amount – under the heading "REDUCTION AMOUNT".
- (5) Continue for all "suitable" basic bid products. If the listing exceeds one page enter the words "Page # \_\_ SUB" in front of the word "TOTAL" and on the first line of the following pages enter "SUBTOTAL OF REDUCTION AMOUNT FROM PREVIOUS PAGE".
- (6) On the final page of the listing enter "BASIC BID PREFERENCE GRAND" immediately before the word "TOTAL".
- (7) Total the entries in the "REDUCTION AMOUNT" column for each page by commencing at the first entry for that page. If a continuation page exists, ensure that the subtotal from the previous page is computed into the running total. Number pages as appropriate.
- (8) Compute a Grand Total for the Basic Bid Preference. Enter the amount on the final page of the worksheet. (Note: When solicitations require written bids this amount should also be entered on line "C" of the Basic Bid Schedule.) Submit worksheet(s) with the Bid Schedule.

#### **C. Form Completion – ALTERNATE BIDS.**

- (1) Enter project number and name, the words "ALTERNATE BID #\_\_", and CONTRACTOR'S name in the heading of each page as provided.
- (2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE BID #\_\_", and repeat procedures 2 through 5 under part B these Bidder's instructions except that references to "Basic Bid" shall be replaced with the words "Alternate Bid #\_\_."
- (3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE BID #\_\_ - SUBTOTAL" and enter a subtotal amount for all additional products as listed. Subtotal amount to be determined by adding all additional product entries in the "REDUCTION AMOUNT" column.
- (4) Skip three lines and enter "LESS THE FOLLOWING NON-APPLICABLE ALASKA PRODUCTS:
- (5) Beginning on the next line, enter the product name and manufacturer of each Alaska Product appearing on the "Basic Bid" listing which would be deleted or reduced from the Project should the "Alternate Bid" be selected. Details of entry need only be sufficient to clearly reference the subject product. (i.e. "Pre-hung doors by Alaska Door Co., Anchorage.") Products being reduced shall specify the amount of the reduction. Should no products require deletion enter "None". When a product is listed as a "NON-APPLICABLE ALASKA PRODUCT" for this alternate bid and if under the basic bid the Bidder received a preference on his basic bid as a result of that product, then the applicable entries under the headings "TOTAL DECLARED VALUE" and "REDUCTION AMOUNT" (for each product and from the basic bid listing) shall also be entered into the corresponding headings of this form. Where only a portion of the products has been deleted, the entry (which will differ from those on the basic bid listing) may be "pro-rated" or as otherwise substantiated.
- (6) Following the listing of all non-applicable Alaska products enter the words "NON-APPLICABLE PRODUCTS PREFERENCE FROM BASIC BID \_\_ SUBTOTAL" and enter a subtotal amount for all non-applicable products listed. Subtotal amount to be determined by adding all non-applicable entries in the "REDUCTION AMOUNT" column.
- (7) At the bottom of the final page enter the words "ALTERNATE BID #\_\_ PREFERENCE GRAND" immediately before the word "TOTAL".
- (8) Compute a Grand Total for the Alternate Bid Preference (for Alternate #\_\_) by subtracting the non-applicable product preference subtotal from the additional product preference subtotal. Enter on the final page. (Note: When solicitations require written bids this amount should also be entered on line "C" of the Alternate Bid Schedule.) Submit separate worksheet(s) with each Alternate Bid



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**ALASKA VETERAN PREFERENCE  
CERTIFICATION**

In response to the advertised procurement for:

Project Name and Number McLaughlin Youth Center - Cottage Decking Replacement, ANC 23-11C,

Bidder (Contractor) \_\_\_\_\_

**Operation of Alaska Veteran Preference**

Procurement preferences under the Alaska Procurement Code are benefits that the State grants only to qualified bidders. Under AS 36.30.321, an eligible entity receives a five percent preference to the price of in the bidder's proposal if the bidder meets three requirements.

The bidder must be:

1. an "Alaska Veteran";
2. a "Qualifying Entity"; and
3. an "Alaska Bidder".

Unless a bidder satisfies all three requirements and furnishes corresponding certifications, it is not eligible for the Alaska Veteran Preference. This preference may not exceed \$5,000.

**Instructions regarding Alaska Veteran Preference**

A bidder that claims the Alaska Veteran Preference must review and complete the "Alaska Veteran Certification", the "Qualifying Entity Certification", and the "Alaska Bidder Certification". The individual that signs a certification shall include his/her printed name and position within bidder's organization, e.g., sole proprietor, partner, etc. If a bidder fails to submit properly completed certifications, the Department will not apply the claimed preference.

**Alaska Veteran Certification**

*(To be completed by individual(s) upon whom the bidder relies in claiming the Alaska Veteran status. If bidder is a partnership, limited liability company, or corporation, then a majority of partners, members, or shareholders who are Alaska Veterans must sign this Alaska Veteran Certification for the Bidder to be eligible for this preference.)*

I hereby represent to the Department that:

I served in the armed forces of the United States, a reserve unit of the United States armed forces, the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

I was separated from service under a condition that was not dishonorable; and

I am Alaska resident in that I am physically present in the State of Alaska with the intent to remain in the State indefinitely and to make a home in the State.

I certify under penalty of perjury that the foregoing statements are true and correct as they apply to me.

\_\_\_\_\_  
By (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

### Qualifying Entity Veteran Certification

The bidding entity for which I am the duly authorized representative is a:

***(Check the appropriate box)***

- ☐ sole proprietorship owned by an Alaska Veteran;
- ☐ partnership under AS 32.06 or AS 32.11 and a majority of the partners are Alaska Veterans;
- ☐ limited liability company organized under AS 10.50 and a majority of the members are Alaska Veterans;  
or
- ☐ corporation that is wholly owned by individuals and a majority of the individuals are Alaska Veterans.

By applying my signature below, I certify under penalty of perjury that I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning the proposal and that the statement I have acknowledged above by checking the appropriate box is true and correct.

\_\_\_\_\_  
By (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

### Alaska Bidder Certification

*(To complete your claim for the Alaska Veteran Preference, you must also submit an Alaska Bidder Certification, which the bidder can view, download, and print from the AKDOT&PF's Bid Express Proposal page.)*



# Scope of Work

## McLaughlin Youth Center

### Cottage Decking Replacement

#### Project #ANC 23-11C

#### Project Scope Description:

This contract provides for all labor, supervision, permits, and materials to remove and replace the exterior decking on existing decks at Cottages 2 and 5, McLaughlin Youth Center.

1. Decking material to be 2x6 AWW treated, “ground contact”
  - a. Submittal review and approval required.
  - b. Wood to be “Wolmanized” or equal with each piece tagged noting its treatment.
2. Decking boards to be 16’ in length and installed full length without splices where possible. Splices to be minimized. All splices to be minimum 4’ apart and 2 intermediate rows of decking before splicing on the same joist member again.
3. Attachment of the 2x6 decking to be with exterior grade screws with factory applied corrosion proofing or using stainless steel
  - a. Submittal review and approval required.
  - b. Screw length is 3” minimum for the 1-1/2” decking.
  - c. The drive is to be Torx or Robertson only.
4. Predrill required all holes for fasteners. Measured in 5/8” from the deck boards ends drilling at a slight angle to ensure adequate capture of the joist member.
  - a. Predrill layout to be uniform and provide a neat, organized appearance.
5. Screw heads to be flush with finished or slightly below, 1/16” maximum below decking surface or 2x6 decking board to be replaced in its entirety.
6. A wood finish of 3 coats brushed oil-based Cabot’s Australian Oil “natural” or equal. On all existing wood joists and railings as well as all sides of the new wood decking
  - a. Submittal review and approval required
  - b. Proper preparation of existing wood, railings, joists, and stairs required before the 3 brushed coats of waterproofing finish applied.

Normal work hours are Monday through Friday 8am to 5pm.

Coordinate working days and type of work to be conducted with the McLaughlin Youth Center Maintenance Foreman, Roy Daquil, [roy.daquil@alaska.gov](mailto:roy.daquil@alaska.gov) or call (907) 261-4338.

**Project Location:** 2600 Providence Drive Anchorage, AK 99508

## State of Alaska Wage Rate Web Site Link.

### State Wage Rates (blue)

State wage rates can be obtained at <http://www.labor.state.ak.us/lss/pamp600.htm>. Use the State wage rates that are in effect 10 days before Bid Opening.