	TE OF ALASKA ITARY AND VETRANS AFFAIRS				
A SMAL CONSTR	N FOR QUOTES FOR LL PROCUREMENT RUCTION RELATED) AS 36.30.320(a)]				
Project Name & No.:Elevator Inspections and GeneralMaintenance – STWIDE23040Location:JBER, Alaska: 49000, 49139, 60820Kotzebue, Alaska: Armory	Procurement Agency and Address: Dept. of Military and Veterans Affairs, FMO 57024 Roosevelt Rd., JBER, Alaska 99505				
Procurement Officer: Gavin M. Fairbanks	Date of Issuance: June 14, 2023				
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS: The Elevator Inspection and Maintenance Contract shall include all materials, tools, supplies and travel to perform State of Alaska required Elevator Inspections. These inspections must be in accordance with all applicable regulations required by the State as well as meeting all inspection codes and standards outlined in ASME A17.1 and ANSI A17.3. The successful Contractor will also provide all required maintenance which will be billed through a quote and Work Order system. CONTRACT TERM: The term of this contract will be two (2) years firm, from July 10, 2023, through July 9, 2025 with three (3) 1-year renewal options to be exercised at the sole discretion of the State.					
The Project cost estimate is: under \$10,000 × 10,000 - \$50,000 1. Quotes in excess of \$200,000 will be deemed non-responsive. 2. Any proj Davis-Bacon Wages (Title 36.05): are are not required The following insurance coverages are required: Workers Co Bonding Requirement:	ect in excess of \$100,000 must be bonded. I on this project.				
Bid Bond (25D-14), Payment Bond (SPC-005), & Performance Bond	(SPC-006) are \Box are not $\overleftarrow{\times}$ required on this project.				
Quotes for furnishing all labor, equipment and materials and performing all v consideration, quotes must be received before <u>2:00 PM on the 3rd day of July</u> Enterprises (DBE's) may submit quotes and will not be discriminated against of consideration for an Award which results from this invitation. Any errors, on Project requirements, requests for additional documents, or inquiries pertainin Title: <u>Gavin M. Fairbanks</u> , at: <u>gavin.fairbanks@alaska.gov</u> , Teleph Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitat	<u>2023</u> . Late quotes cannot be accepted. Disadvantaged Business in the grounds of race, color, national origin or sex in dissions, or questions pertaining to solicitation procedures or g to site conditions or scheduled visits must be made to: one: (907) 428-7187				
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	E 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:					
Quote for Project:	Procurement Agency Address:				
Name:Elevator Inspections and General MaintenanceNumber:STWIDE23040Attn:Gavin M. Fairbanks	57024 Roosevelt Rd. JBER, Alaska 99505				
Quote amendments or withdrawals must be made in writing to the individual received prior to the time for quote submittal.	al of the Procurement Agency receiving the quotes, and must be				



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:

<u>REVIEW THE PROJECT DOCUMENTS</u>: Most construction Projects in excess of \$1,000 will have some type of written documentation prepared expressly for the Work. If you are asked to submit a quote and no written information has been provided, you should ask the procurement Agency for written documentation. If the scope of services 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.

<u>SUBCONTRACTOR LISTING</u>: Subcontractors intended to be utilized on this contract must be listed in the response to the solicitation. Work shall not be awarded to any subcontractor without prior approval from the procurement Agency. Subcontractors may be added or removed only as approved by the procurement Agency.

DETERMINATION OF THE LOWEST RESPONSIBLE QUOTE AND CONTRACT AWARD: Following receipt and determination of all **responsive** oral, written or sealed quotes, the procurement Agency will compare the quotes and determine the lowest 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.htm.

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

<u>NOTICE OF AWARD AND PROTEST</u>: 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.

SECTION 01 GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED REQUIREMENTS

A.All Contract Documents are related to this Section.

1.02 The contractor is responsible for all permitting and associated fees.

1.03 WORK COVERED BY CONTRACT

- A. Work under this Contract includes all material, tools, labor, shipping and travel, if necessary, to complete the project detailed herein at the facilities within Camp Carroll and Camp Denali, located at Joint Base Elmendorf-Richardson (JBER), Alaska and in Kotzebue, Alaska. All work must be completed in accordance with the terms and conditions of the Contract Documents.
- B. The project will incorporate Quarterly, Annual, and 5-Year Inspections along with General Maintenance performed if elevators are not up to code. These inspections shall be scheduled to be performed within the first month upon notice of award to ensure the elevators are in full compliance with all applicable State of Alaska Elevator regulations. Please note: the elevators at the facilities listed under section 1.03, item 9 are not in compliance with current regulations.
- C. Contractor must comply with all applicable Federal, State, and Local Regulations and Requirements including but not limited to; Unified Facilities Criteria (UFC), OSHA, NEC, and NFPA.
 - 1. The contractor shall provide quarterly, annual, and 5-year inspections for elevators at our JBER locations, and at the Armory in Kotzebue. If the need arises, the State reserves the right for reinspection through our own initiative, or if there is a complaint made regarding the safety during the operation of the machine.
 - 2. These inspections must be in accordance with all applicable regulations required by the State as well as meeting all inspection codes and standards outlined in ASME A17.1 and ANSI A17.3.
 - 3. The contractor shall provide detailed reports after each inspection of each elevator to the DMVA, Facilities Management Office. Reports will be provided as soon as possible and no later than seven working days after inspection and must contain the following information: A description of tests conducted along with the results, all identified code violations and hazards. These reports shall also contain the address and location of the device, the device owner and invoice address, date of inspection, Alaska Device Number, kind of device (such as hydro or electric), size capacity by weight limits, manufacture and installation, speed and number of stops, number of passengers, applicable code year for installation, applicable code year for individual on behalf of the device owner who received an inspection report. The contractor shall also provide detailed reports immediately, or as soon as possible no later than 3 business days after each required maintenance. These reports should detail any applicable violation or hazard corrected and parts requiring replacement. Reports should also be completed by and signed by a certified technician.
 - 4. Work will only be performed by a certified technician, and it is up to the contractor to ensure the technician is in compliance with all training requirements before work is conducted during the life of the contract. An expired certification is a breach of contract and may be grounds for contract termination.
 - 5. Repairs of any equipment will be corrected immediately if any deficiency were to arise during an inspection. Any deficiency requiring immediate action (such as life and safety, damage to the physical structure, etc.) shall be fixed and then reported to the project manager immediately along with an itemized quote for repairs made. Once a quote is received a Work Order will be issued to the contractor for billing purposes.

- 6. All required local permits and inspection requirements are the responsibility of the Contractor.
- 7. It is the Contractors responsibility to provide all utility locates and provide submittal of all layout work.
- 8. List of Elevators required to be Serviced:

 JBER, Alaska: Camp Denali: Bldg. 49000: C-Wing – Manufacture: Dover / Model #: EP-18050 / Serial #: EB-5616
 JBER, Alaska: Camp Denali: Bldg. 49000: G-Wing – Manufacture: Otis / Model #: AAA21242E / Serial #: 1512913
 JBER, Alaska: Camp Denali: Bldg. 49139: Manufacture: TK Elevator / Model #: Evolution 200 / Serial #: 632812
 JBER, Alaska: Camp Carroll: Bldg. 60820: Manufacture: Otis / Model #: AAA21242E / Serial #: 632812
 Kotzebue, Alaska: Armory: Manufacture: Otis / One Front Opening LVM 2500L / Holeless, hydraulic elevator

1.04 CONTRACT TERM AND PAYMENT PROVISIONS

- A. The term of this contract will be two (2) years firm, from July 10, 2023 through July 9, 2025 with three (3) 1-year renewal options to be exercised at the sole discretion of the State.
- B. Work will be separated into Fixed Rates for inspections, and Hourly Rates for maintenance under this contract. The State will make payments upon receipt of required services and original invoice.
- C. Invoices will be submitted separately for inspections and general maintenance. Inspection invoices must reflect the submitted Bid Schedule and itemized by type of occurrence and date of occurrence. Invoices must reflect the contract number. Invoices reflecting General Maintenance will reflect a Work Order number provided by FMO after the work has been completed and a quote provided to the Project Manager. General Maintenance Invoices must be itemized by time, material and labor costs and type of occurrence and date of occurrence. All invoices will be submitted with efforts made to avoid duplication of previous invoice number(s).
- D. A contract resulting from this IFQ will include the following price adjustment clause:
 - a. Consumer Price Index (CPI): Contract prices will remain firm through two-year firm term.
 - b. The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.
 - c. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
 - d. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (July through December 2023); and each (July through December 2028 six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.
 - e. All price adjustments must be approved by the project manager prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract addenda issued by the project manager.

1.05 WORK BY OTHERS

- A. Other State projects may be scheduled to be under construction in the vicinity of the project during the life of the contract. Work will be coordinated and scheduled with the Project Manager.
- B. Cooperate with other Contractors, Department Consultants, and the Project Manager to minimize conflict with construction operations.

1.06 WORK SEQUENCE AND MILESTONES

- A. Upon receipt of Notice of Award (NOA) the CONTRACTOR will be expected to submit work schedules to be reviewed by the Project Manager. Work schedules will continue to be submitted yearly for review by the Project Manager to ensure inspections are completed before elevator inspection certificates are set to expire.
- B. These are active facilities; all work shall be coordinated with the Project Manager to minimize disruption to daily activities and must provide full time building access.

1.07 CONTRACTOR'S USE OF PREMISES

- A. Coordinate use of the premises under direction of the Project Manager or his/her designee.
- B. Assume full responsibility for the protection of the facility, roads and grounds in the project vicinity from construction related activities.
- C. Obtain permission and pay for use of additional storage, Work or parking areas needed for construction operations.
- D. The project Site shall be kept clean and organized. Stored materials must always be secured and Foreign Object Debris (FOD) picked up daily.

PART 2 – PRODUCTS

A. N/A

PART 3 – EXECUTION

A. All work must comply with Unified Facilities Criteria (UFC) regulations.

END OF SECTION



SMALL PROCUREMENT QUOTE SUBMITTAL (CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

	< /-
Project Name & No.: <u>Elevator Inspections and General</u> <u>Maintenance – STWIDE23040</u>	Procurement Agency and Address: Dept. of Military And Veterans Affairs FMO
Location: JBER, Alaska: 49000, 49139, 60820 Kotzebue, Alaska: Armory	57024 Roosevelt Rd., JBER, Alaska 99505
Procurement Officer: Gavin M. Fairbanks	Date of Issuance: June 14, 2023
QUOTE: Offerors must read all attachments to this schedule.	Bid is Due: July 3, 2023
Furnish all labor, material equipment and supervision to outlined in the Statement of Work, General Requirements for <u>Please See Next Page for More Details.</u>	r Elevator Inspections for the amount of:
I have reviewed the bid documents, with addenda, and conditions required for this Project. I agree to furnish all necessary amount(s). The Work shall be accomplished in a professional mannet Contractor	labor, materials, and equipment for the above
Authorized Signature	Title
Address	
Business License # EIN or SSN Offeror is Claiming: Image: Alaska Bidder's Preference Image: Alaska Veteran Preference (SPC-0)	
	••••••
Procurement Officer:	
Date of Receipt of Bid:	

Form SPC-002

BID SCHEDULE

The cost listed for each item below on the BID Schedule must include ALL DIRECT COSTS associated with the performance of the contract, including but not limited to materials, tools, supplies, and travel. This Form MUST be submitted with your Small Procurement Quote Submittal Form.

(Please see Section 1.03 of General Requirements for More Information) Item. Quarterly Inspections Annual Inspections 5-Year Inspections 1. JBER, Alaska: Camp Denali: Bldg. 49000 – C-Wing \$ \$ \$ (Dover) 2. JBER, Alaska: Camp Denali: Bldg. 49000 – G-Wing \$ \$ \$ (Otis) 3. JBER, Alaska: Camp Denali: Bldg. 49139 \$_____ \$ \$_____ (TK Elevator) 4. JBER, Alaska: Camp Carroll: Bldg. 60820 \$ \$ \$_____ (Otis) 5. Kotzebue, Alaska: Kotzebue Armory \$ \$ \$ (Otis) \$_____ \$_____ \$_____ **TOTAL AMOUNT:**

Contractor:			
Physical Address:			
City:	State:	Zip:	
Contact Person:			
Business Phone:			
Email Address:			

Authorized Representative Printed Named and Signature

Date

Page 2 of 2

END OF SECTION



Department of Labor and Workforce Development

F.O. Box 111149 Juneau, Alaska 99811-1149 Main: 907.465.2700, Fax; 907.465.2784

Department of Transportation and Public Facilities

P.O. Box 112500 Juneau Alaska 99811-2500 Main: 907.465.3900 Fax: 907.586.8365

Dear Prospective Contractor:

If you are considering bidding on an Alaska public works project, please remember the positive benefits of hiring locally. Construction, maintenance, and operation of public works projects are vital to the economic health of Alaska, and good paying jobs associated with such projects are important to Alaskans throughout the state.

If you want to hire more Alaskans, we're here to help. Hiring local workers is cost-effective and can benefit your business in many ways. The Alaska Department of Labor and Workforce Development's Job Center staff can connect you with qualified, skilled Alaskan workers through the Alaska Labor Exchange (ALEXsys) employee/employer database. Call (907) 465-2712 to get connected with a Job Center and potential employees in your community.

Work Opportunity Tax Credits (WOTC) are available to employers who hire qualified new employees who are unemployed disabled veterans, recipients of Temporary Assistance or food stamps, exoffenders, and residents of Empowerment Zones or Renewal Communities. The WOTC program saved employers operating in Alaska over \$3.2 million last year. For information on the tax credit program call (907) 465-5952 or visit the WOTC website, <u>www.jobs.alaska.gov/wotc.htm</u>.

The Department of Transportation and Public Facilities, the Department of Labor and Workforce Development, the Alaska Native Coalition on Employment and Training (ANCET), and other industry training providers work closely together to recruit women, Alaska Natives, minorities and veterans for training and job referral. We can assist your business in finding qualified employees right now, as well as help you institute training programs to ensure a stable and skilled workforce over the long term. There are many high school and adult training programs across the state that prepare Alaska residents for construction jobs and to learn a trade as a registered apprentice. Alaska has over 1,500 registered apprentices and our job centers can assist employers that want to hire apprentices. Alaska's prevailing wage is adjusted to allow employers to pay apprentices at a reduced rate while they are learning their trade, offsetting your costs of training the apprentice. Additionally, there are on-the-job training wage incentives available for employers that hire apprentices.

If you are awarded a contract, we will send you additional information on the business benefit of hiring locally and how to use the free Alaska Labor Exchange System to find qualified Alaska residents. Your effort to hire locally is appreciated very much. We wish you well in the upcoming construction season and thank you for putting Alaskans to work.

Sincerely,

Cathy Muñoz, Acting Comprissioner Department of Labor and Workforce Development

Ryan Anderson, P.E., Commissioner Department of Transportation and Public Facilities

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ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name: Elevator Inspections and General Maintenance

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:

Sult OF THE ST	STATE OF ALA DEPARTMENT OF MILITARY AN	
CF ALLASIA	ALASKA VETERAN F CERTIFICAT	
In response to the advert	ised procurement for:	
Project Name	Elevator Inspections and General M	laintenance,
Bidder (Contractor)		
 bidders. Under AS 36.3 proposal if the bidder met The bidder must be: 1. an "Alaska Vetera 2. a "Qualifying Ent 3. an "Alaska Bidde Unless a bidder satisfies" 	0.321, an eligible entity receives a fire eets three requirements. an"; tity"; and r".	e are benefits that the State grants only to qualified ve percent preference to the price of in the bidder's corresponding certifications, it is not eligible for the
the "Qualifying Entity C shall include his/her prin	Certification", and the "Alaska Bidder (nted name and position within bidder"	A Veteran Preference ew and complete the "Alaska Veteran Certification", Certification". The individual that signs a certification s organization, <i>e.g.</i> , sole proprietor, partner, etc. If a partment will not apply the claimed preference.
partnership, limited liable	ility company, or corporation, then a m	rtification in claiming the Alaska Veteran status. If bidder is a ajority of partners, members, or shareholders who a for the Bidder to be eligible for this preference.)
I hereby represent to the	Department that:	
Territorial Guard Militia; and I was separated fr I am Alaska resid	, the Alaska Army National Guard, the order a condition that was	rve unit of the United States armed forces, the Alaska he Alaska Air National Guard, or the Alaska Naval not dishonorable; and the State of Alaska with the intent to remain in the
I certify under penalty of	perjury that the foregoing statements a	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.)



SMALL PROCUREMENT (CONSTRUCTION RELATED) OFFEROR'S QUESTIONNAIRE

Project Name & Number: Elevator Inspections and General Maintenance

Project Location: JBER, Alaska: 49000, 49139, 60820 / Kotzebue, Alaska: Armory

A. FINANCIAL

1. Have you ever failed to complete a contract due to insufficient resources? Yes No If yes, explain:

2. Describe any arrangements you would make to finance this work:

B. EQUIPMENT

1. Describe the equipment you have available and would use for this project.

QUAN.	MAKE	MODEL	SIZE/ CAPACITY	PRESENT MARKET VALUE	
			[
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		[
	QUAN.	QUAN. MAKE	QUAN. MAKE MODEL		

	2.	What percent of the total value of this contract would you subcontract?
	3.	Would you purchase any equipment for use on this project: Yes No No I If yes, describe type, quantity, and approximate cost:
	4.	Would you rent any equipment for this work? Yes No Yes No I If yes, describe type, quantity, and approximate cost:
	5.	Is your proposal based on firm offers for all materials for this project? Yes No No I If no, please explain:
C.	EX	PERIENCE
	1.	Have you had previous construction contracts or subcontracts with the State of Alaska? Yes No Describe the most recent or current contract, its completion date, and scope of work:
	2.	List, as an attachment to this questionnaire, other construction projects you have completed; the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months. I hereby certify that the above statements are true and complete.
		Signature Date
		Name and Title of Person Signing

Section 801. Applicable Law.

The Successful Contractor will comply with the following Applicable Laws. To view any referenced Laws or Statutes in their entirety please contact the Project Manager.

Section 802. Governing Regulations.

This contract and the parties involved with this contract will comply with, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1.

Section 803. Nondiscrimination.

This contract and the parties involved with this contract will comply with the following national policies prohibiting discrimination:

- **A.** On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- **B.** On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- **C.** On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- **D.** On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- E. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Section 804. Lobbying.

- A. The State covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.
- B. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Section 805. Drug-Free work Place.

This contract and the parties involved with this contract will comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Section 806. Environmental Protection.

A. The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:

- i. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- **ii.** Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- iii. The Resources Conservation and Recovery Act (RCRA);
- iv. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- v. The National Environmental Policy Act (NEPA);
- vi. The Solid Waste Disposal Act (SWDA));
- vii. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- viii. To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- B. In accordance with the EPA rules, the party further agrees to also identify to the awarding agency (State of Alaska \ Department of Military and Veterans Affairs \ Facilities Management Office) any impact this award may have on:
 - i. The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - **ii.** Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - iii. Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
 - iv. Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - v. Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - vi. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Section 807. Use of United States Flag Carriers.

A. The contractor and the parties involved, under this contract, agree that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

B. The contractor and the parties involved, under this contract, agree that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Section 808. Debarment and Suspension.

This contract and the parties involved will comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the DoD in 2 CFR Part 1125. The State agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the State enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

Section 809. Buy American Act.

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a, et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 810. Uniform Relocation Assistance and real Property Acquisition Policies

The State covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Section 811. Copeland "Anti-Kickback" Act.

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 812. Contract Work Hours and Safety Standards Act.

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

Section 813. Central Contractor Registration and Universal Identifier Requirements.

The contractor and all parties involved with this contract agree to comply with the Central Contractor Registration and Universal Identifier Requirements as indicated below:

A. Requirement for Central Contractor Registration (CCR)

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Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make sub awards under this award, you:

- i. Must notify potential sub-recipients that no entity (see definition in paragraph C of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.
- ii. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

- i. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the <u>www.sam.gov</u> Internet site .
- **ii.** Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - **a.** A Governmental organization, which is a State, local government, or Indian Tribe;
 - **b.** A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - **e.** A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- iv. Sub-award:
 - **a.** This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - **b.** The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, ``Audits of States, Local Governments, and Non-Profit Organizations").
 - **c.** A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Sub-recipient means an entity that:
 - a. Receives a sub-award from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the sub-award.

Section 814. Reporting Sub-awards and Executive Compensation

The contractor agrees to comply with the Reporting Sub-awards and Executive Compensation requirements indicated below:

A. Reporting of first-tier sub-awards

- i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
- ii. Where and when to report.
 - **a.** You must report each obligating action described in paragraph a.1. of this award term to <u>https://www.fsrs.gov</u>.
 - **b.** For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).
- iii. What to report. You must report the information about each obligating action that the submission instructions posted at https://www.fsrs.gov specify.

B. Reporting Total Compensation of Recipient Executives.

- i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - **a.** the total Federal funding authorized to date under this award is \$25,000 or more;
 - **b.** in the preceding fiscal year, you received—
 - 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
 - a) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
- ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - **a.** As part of your registration profile at <u>https://www.sam.gov</u>.
 - **b.** By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Sub-recipient Executives

- i. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if
 - a. in the sub-recipient's preceding fiscal year, the sub-recipient received---
 - i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
- **ii.** Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - **b.** By the end of the month following the month during which you make the subaward. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

D. Exemptions

- i. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- ii. Sub-awards; and,
 - **a.** The total compensation of the five most highly compensated executives of any sub-recipient.

E. Definitions. For purposes of this award term:

- i. Entity means all of the following, as defined in 2 CFR part 25:
 - **a.** A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - **d.** A domestic or foreign for-profit organization;
 - **e.** A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- **ii.** Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
 - **a.** This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

- iv. Sub-recipient means an entity that:
 - a. Receives a sub-award from you (the recipient) under this award; and
 - **b.** Is accountable to you for the use of the Federal funds provided by the subaward.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - **d.** Change in pension value. This is the change 'In present value of defined benefit and actuarial pension plans.
 - e. Above-market earnings on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Contractor Acknowledgement and Acceptance:

Contractor Business Entity Name

Signature – Authorized Representative

Date

HELPFUL INFORMATION FOR REGISTRATION:

SYSTEM FOR AWARD MANAGEMENT (URL: https://www.sam.gov)

Federal regulations require Vendors to be registered in the System for Award Management (SAM) in order to receive awards and payments on federal contracts. (FAR 52.204-7). SAM is a composite procurement system that replaces several government legacy systems, including the Central Contractor Registry (CCR), and serves as a common source of vendor data for government agencies. Registration in SAM is free, and extensive help files are available on the site to assist you with the registration process. SAM registration provides your company the added benefit of being visible to federal, state, and local agencies, as well as other contractors, searching for the products and services your company has to offer.

SAM is maintained by the General Services Administration, but personalized assistance with registration and other government procurement related matters is available through the nationwide network of Procurement Technical Assistance Centers or "PTACs." To find the PTAC office nearest you, visit the national PTAC website at: <u>http://www.aptac-us.org</u>. You can also find a listing of PTAC offices by state on the Defense Logistics Agency small business website at the following URL: <u>http://www.dla.mil/SmallBusiness/Pages/ptap.aspx</u>.

In Alaska, contact the Alaska Procurement Technical Assistance Center via their website at http://www.ptacalaska.org, by calling (907) 274-7232 in Anchorage, or via their statewide toll free number at 1-(800) 478-7232. Alaska PTAC staff will assist you with your SAM registration and can answer any other questions you have regarding federal, state, or local procurement opportunities and requirements.

1) Vendors registered in SAM:

Please provide your business name, Data Universal Numbering System (DUNS®) number, Tax ID, and DoD issued CAGE code to enable us to pull your information for our records.

2) Vendors not registered in SAM:

You will first need to obtain a DUNS® number from Dun & Bradstreet (DnB) before registering. A DUNS® number is required for SAM registration and is free for Vendors pursuing federal contracts. You can apply for a DUNS® number online through the DnB website at http://www.dnb.com; or by using the webform located at https://fedgov.dnb.com/webform. Issuance and activation of a DUNS® number is usually completed within 24 hours. If you need assistance with obtaining a DUNS® number, please contact your local PTAC office.

See the attached User Guide for detailed instructions on how to register your company in SAM.