

## Small Procurement for Construction

### Juneau Pioneer Home Building Surge Protection Project No. ANC 24-39C

You are invited to submit a quote to provide all labor, supervision, permits and materials to Purchase and install a building surge protection system for the Juneau Pioneer Home, located at 3675 Glacier Hwy, Juneau, Ak. 99801.

**A pre-bid walk through is scheduled for Wednesday January 24, 2024 @ 10:00 A.M. Meet in the main entry lobby. The property is located at 4675 Glacier Hwy, Juneau, Ak. 99801**

Bids must be received before 2:00 PM local time February 13, 2024, at the Email address listed in the bid documents.

The project completion date is April 30, 2024.

Please direct all project or site related inquiries to Michael Fleming, Project Manager at (907) 269-7820 or [michael.fleming@alaska.gov](mailto:michael.fleming@alaska.gov)

**PLEASE NOTE:** Emailing your bid does not mean it arrived by the designated bid opening time. It would be in your best interest to send your bid early and not wait until the last minute. You may also call Michael Fleming at (907) 269-7820 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: January 9, 2024

# **Small Procurement for Construction**

## **Juneau Pioneer Home Building Surge Protection Project No. ANC 24-39C**

### **TABLE OF CONTENTS**

1. Cover Page
2. Table of Contents
3. Invitation for Quotes
4. Small Procurement Quote Submittal
5. Notice of Award & General Conditions
6. Notice to Proceed
7. Alaska Products Preference Worksheet
8. Alaska Veterans Preference Affidavit
9. Alaska Bidders Preference Worksheet
10. Subcontractors List
11. Performance Bond
12. Payment Bond
13. Scope of Work
14. Laborers & Mechanics Rates of Pay Pamphlet #600  
State wage rates can be obtained at <http://www.labor.state.ak.us/lss/pamp600.htm>.
15. W-9

Issued: January 9, 2024



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>Juneau Pioneer Home Surge Protection</u> Project # <u>ANC 24-39C</u> Location: <u>4675 Glacier Hwy, Juneau, Ak. 99801</u>		Procurement Agency and Address: <u>State of Alaska, DFCS/FMS Facilities</u> <u>3601 C Street - Suite 290</u> <u>Anchorage, AK 99801</u> <u>(907) 269-7820</u> <a href="mailto:michael.fleming@alaska.gov">michael.fleming@alaska.gov</a>	
Contracting Officer: <u>Janelle Earls, Division Operations Mgr</u>		Date of Issuance: <u>1/9/2024</u>	
<b>DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS:</b>  <b>Provide all labor, supervision, permits and materials to; Purchase, install, and test a full building surge protection system at the Juneau Pioneer Home.</b>  <b>Quotes that exceed \$25,000 must file mandatory bi-weekly certified payrolls - See SPECIAL NOTICE TO BIDDERS for other pertinent DOLWD requirements. Work shall be completed by <u>April 30, 2024</u>.</b>  To be considered responsive, Contractor <u>must</u> provide a current copy of their business license and <u>any required</u> registrations with their Quote Submittal.  The Project cost estimate is: <input type="checkbox"/> under \$ 10,000 <input type="checkbox"/> \$ 10,001 - \$ 50,000 <input checked="" type="checkbox"/> \$50,001-\$ 100,000 <input type="checkbox"/> \$100,001-\$ 200,000 * <b>*Base Bid Quotes in excess of \$200,000 will be deemed non-responsive.</b>  Davis-Bacon Wages (Title 36.05) will be required if the project cost is \$25,000 or more. At that amount, online filing with Dept. of Labor and certified payrolls will also be required by the contractor.  The following insurance is required: <input checked="" type="checkbox"/> Workers Comp <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile  Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. All quotes must be received before <u>1400</u> local time on the <u>1/30/24</u> . Late quotes cannot be accepted. Disadvantaged Business Enterprises (DBE's) may submit quotes and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award which results from this invitation. Any errors, omissions, or questions pertaining to solicitation procedures or project requirements, requests for additional documents, or inquiries pertaining to site conditions or scheduled visits must be made to: <u>Michael Fleming, BMS</u> at email <a href="mailto:michael.fleming@alaska.gov">michael.fleming@alaska.gov</a> or telephone at 1- (907) 269-7820. 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 contractors must familiarize themselves with the <i>Instructions to Bidders</i> , page 2 of this form, prior to submitting their quote.  <input type="checkbox"/> - VERBAL QUOTES SHALL BE GIVEN TO _____ AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE.  <input checked="" type="checkbox"/> - 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>Written quotes will be submitted by email to <a href="mailto:michael.fleming@alaska.gov">michael.fleming@alaska.gov</a>.</b>			
<b>Quote for Project:</b>		<b>Procurement Agency Address:</b>	
Name: <u>Juneau Pioneer Home Building Surge Protection Sys</u>		Dept. of Family & Community Services/Facilities	
Number: <u>ANC 24-39C</u>		<u>3601 C Street Suite 290</u>	
Attn: <u>Michael Fleming, BMS</u>		<u>Anchorage, AK 99501</u>	
Quote amendments or withdrawals must be made in writing to the individual of the Procurement Agency receiving the quotes and must be received prior to the time for quote submittal.			



STATE OF ALASKA  
DEPARTMENT OF FAMILY & COMMUNITY SERVICES  
FMS FACILITIES

INVITATION FOR QUOTES FOR  
A SMALL PROCUREMENT  
(CONSTRUCTION RELATED)

INSTRUCTIONS TO BIDDERS

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

**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 has been described to you verbally, and you are selected for contract award, you must ensure that the information of the services to be performed (scope of work) is put in writing prior to accepting the contract. When providing a quote, carefully review and consider all materials related to the solicitation and work of the contract. **By submitting a quote, the contractor warrants that they are familiar with the project requirements, have visited or otherwise examined the site, and are aware of the conditions to be encountered.** Contractors can verify the contents and completeness of their documents by contacting the procurement agency individual named on the front of this form.

**SUBMITTING THE QUOTE:** The quote must be submitted in one of the following formats as called for in the invitation:

1. **VERBAL** – in addition to the quote, the contractor must provide the following information: (1) their valid Alaska Business License number, (2) if applicable, proof that they are an Alaskan Veteran Bidder, (3) if applicable, valid Contractor's Registration number, (4) their intended use of Alaskan products, (5) the carrier's name and policy number for their Workers' Comp Insurance (or a statement of sole proprietorship, if applicable), (6) mailing address, and (7) the Employer (Tax) Identification Number or Social Security Number. The Procurement Agency will enter this information on the quote schedule.
2. **WRITTEN** - if a written quote is solicited, the contractor must complete, in ink or typewritten, the *Small Procurement Quote Submittal Form* SPC-002. Failure to acknowledge receipt of addenda or to execute the form correctly and completely may disqualify the quote.

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

**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 quote. If the procurement agency discovers a discrepancy between the unit price and the extended amount; the unit price will prevail. Conditioned quotes, unless expressly requested, will not be considered. When the quote schedule is composed of a basic amount with alternates, the procurement agency will base its determination of the low quote and the amount of the contract award solely upon those quotes, basic and alternates that are priced within the extent of available construction funds. Alternates will be considered for award in the order listed, except that if the order of award is not affected, the award may include any combination of funded alternates, or none, as may be in the best interest of the procurement agency.

When determining the lowest quote, the procurement agency will also give a 5% Alaska Bidder, 5% Alaska Veteran preference, and an appropriate Alaska Products preference to quotes designating the applicability of any of these preferences. To qualify for the Alaska Bidder preference (per AS 36.30.170) the person must (1) hold a current Alaska business license, (2) submit the quote for goods or services under the name appearing on the business license, (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the quote; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of venturers that qualify under (1) - (4) of this subsection. AS 36.30.170(b). If a bidder qualifies for the Alaska Bidder preference, under AS 36.30.170(b), and is a qualifying entity as defined in AS 36.30.175, they will be awarded an Alaska Veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska Veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska Veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska Veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska Veterans.

Upon request, a booklet fully describing the Alaska Products preference program is available from the procurement agency.

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

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



STATE OF ALASKA  
DEPARTMENT OF FAMILY & COMMUNITY SERVICES  
FMS FACILITIES

SMALL PROCUREMENT QUOTE SUBMITTAL  
(CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.: <u>Juneau Pioneer Home Surge Protection</u> Project # <u>ANC 24-39C</u> Location: <u>4675 Glacier Hwy., Juneau, Ak. 99801</u>	Procurement Agency and Address: <u>State of Alaska, DFCS/FMS Facilities</u> <u>3601 C Street - Suite 290</u> <u>Anchorage, AK 99801</u> <u>(907) 269-7820</u> <a href="mailto:michael.fleming@alaska.gov">michael.fleming@alaska.gov</a>
Contracting _____ Officer's Signature: <u>Janelle Earls Division Operations Mgr</u>	Date of Issuance: <u>January 9, 2024</u> <b>Bid is Due: 1/30/2024</b>
<p><b>QUOTE: Offerors must read all attachments to this schedule. Provide all labor, supervision, permits and materials to; Purchase and install and test a full building surge protection system at JPH in Juneau.</b></p> <p>a. Lump Sum – Total Basic Bid: \$ _____</p> <p>b. Alaska Bidder's Preference: (5% of a.) \$ _____</p> <p>c. Alaska Veterans Preference: (5% of a.) \$ _____</p> <p>d. Alaska Products Preference: (Attach worksheet(s)) \$ _____</p> <p>e. Adjusted Basic Bid: (a – b – c – d) \$ _____</p> <p>I have reviewed the bid documents, with addenda _____, and understand the scope of services and conditions required for Project number <u>ANC 24-39C</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.</p> <p>Contractor _____ Contractor Reg. No. _____</p> <p>Authorized Signature _____ Title _____</p> <p>Address _____</p> <p>Business License # _____ EIN or SSN _____ Phone # _____</p> <p>Offeror is Claiming: <input type="checkbox"/> Alaska Bidder Preference <input type="checkbox"/> Alaska Products Pref. (worksheet) <input type="checkbox"/> Alaska Veteran Preference</p> <p>..... Procurement Officer: _____ Date of Receipt of Bid: _____</p>	

Offeror to Complete this Portion



STATE OF ALASKA  
DEPARTMENT FAMILY & COMMUNITY SERVICES

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

[per AS 36.30.320]

Project Name & No.: <u>Juneau Pioneer Home, Building Surge</u> Protection Project # <u>ANC 24-39C</u> Location: <u>4675 Glacier Hwy, Juneau, Ak. 99801</u>	Procurement Agency and Address: DFCS/FMS Facilities 3601 C Street, Suite 290 Anchorage, AK 99503 (907)269-7820 <a href="mailto:michael.fleming@alaska.gov">michael.fleming@alaska.gov</a>
Contracting _____ Officer's Signature: Janelle Earls Division Operations Mgr	Date of Issuance: //2024

\*\*\*\*\*

<b>TO:</b> _____ _____ _____	<b>FOR:</b> Work related to Basic Bid of: <u>ANC 24-39C</u> , including the basic quote, and alternate quote item(s): _____	<b>The Contractor Must Submit:</b> Insurance Bonding* Certified Wages** Subcontractor List***
<p>* <b>Bonding</b> - If contract bid amount exceeds \$100,000, Performance &amp; Payment Bonds will be required for 100% of bid amount. ** <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) *** <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 by <b>EMAIL ONLY</b> to: <a href="mailto:michael.fleming@alaska.gov">michael.fleming@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> <hr/> <p><b>NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 25,000</b></p> <p>In accordance with the protest rights afforded under 2 AAC 12.400(d)(2)(B) &amp; (3), a <u>copy</u> of this Notice of Award is hereby provided to those individuals and businesses who submitted a response to the initial solicitation on which this award is made.</p>		



STATE OF ALASKA  
DEPARTMENT OF FAMILY & 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



## **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 & COMMUNITY SERVICES

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

[per AS 36.30.320]

Project Name & No.: <u>Juneau Pioneer Home Building Surge Protection Project # ANC 24-39C.</u> Location: <u>4675 Glacier Hwy. Juneau, Ak. 99801</u>	Procurement Agency and Address: <u>DFCS/FMS Facilities</u> <u>3601 C Street Suite 290</u> <u>Anchorage, AK 99503</u> <u>(907)269-7820</u> Email: <a href="mailto:michael.fleming@alaska.gov">michael.fleming@alaska.gov</a>
Project Manager: _____ Michael Fleming, Project Manager	Date of Issuance: _____

\*\*\*\*\*

<b>TO:</b> _____ _____ _____	<b>FOR:</b> Work related to Basic Bid of: <u>ANC 24-39C</u> , including the basic quote. and alternate quote item(s): _____	<b>The Contractor Must Submit:</b> 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 **April 30, 2024**

Send all invoices via email to: [michael.fleming@alaska.gov](mailto:michael.fleming@alaska.gov)

Contractor's Signature of Acknowledgment: \_\_\_\_\_ Date: \_\_\_\_\_

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





STATE OF ALASKA  
DEPARTMENT OF FAMILY & COMMUNITY SERVICES

**ALASKA VETERAN'S PREFERENCE AFFIDAVIT**

In response to the Invitation to Bid for:

Juneau Pioneer Home Building Surge Protection – Project ANC 24-39C

I certify under penalty of perjury that \_\_\_\_\_  
(Name) qualifies for the Alaska Veteran's Preference under the following conditions:

- (a) If a bidder qualifies under AS 36.30.170(b) as an Alaska bidder and is a qualifying entity, a five percent bid preference shall be applied to the bid price (preference may not exceed \$5,000). In this subsection, "qualifying entity" means a:
- (1) Sole proprietorship owned by an Alaska Veteran.
  - (2) Partnership under AS 32.06 or AS 32.11 if a majority of the members are Alaska Veteran's.
  - (3) Limited Liability Company organized under AS 10.50 if a majority of the individuals are Alaska Veterans.
  - (4) Corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.
- (b) To qualify for a preference under this section, a bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided, or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.
- (c) In this section, "Alaska Veteran" means an individual who is a:
- (1) Resident of this state; and
  - (2) Veteran; means an individual who:
    - (A) Served in the:
      - (i) Armed Forces of the United States, including a reserve unit of the United States armed forces; or
      - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
    - (B) Was separated from the service under a condition that was not dishonorable.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



STATE OF ALASKA  
DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

## ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: Juneau Pioneer Home Building Surge Protection, ANC 24-39C

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:

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

**SUBCONTRACTOR LIST**

**Juneau Pioneer Home – Surge Protection – Project ANC 24-39C**

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

Failure to submit this form with all required information by the due date will result in the bidder being declared non-responsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

**Check as applicable:**

☐ All work on the below-referenced project will be accomplished without subcontracts greater than ½ of 1% of the contract amount.

**OR**

☐ Subcontractor List is as follows:

**LIST FIRST TIER SUBCONTRACTORS ONLY**

<b>FIRM NAME, ADDRESS, &amp; PHONE No.</b>	<b>AK BUSINESS LICENSE No. &amp; CONTRACTOR'S REGISTRATION No.</b>	<b>SCOPE OF WORK TO BE PERFORMED</b>



<b>FIRM NAME, ADDRESS, &amp; PHONE No.</b>	<b>AK BUSINESS LICENSE No. &amp; CONTRACTOR'S REGISTRATION No.</b>	<b>SCOPE OF WORK TO BE PERFORMED</b>





STATE OF ALASKA  
DEPARTMENT OF FAMILY & COMMUNITY SERVICES

**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

For

**Juneau Pioneer Home Surge Protection ANC 24-39C**

**Project Name and Number**

KNOW ALL WHO SHALL SEE THESE PRESENTS:

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

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

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

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

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

**Principal:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone: (     )** \_\_\_\_\_

**Surety:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone: (     )** \_\_\_\_\_

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

\_\_\_\_\_  
**Alaska Department of Health & Social Services Authorized Representative**

\_\_\_\_\_  
**Date**

See Instructions on Reverse

## **INSTRUCTIONS**

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



STATE OF ALASKA  
DEPARTMENT OF FAMILY & COMMUNITY SERVICES

**PAYMENT BOND**

Bond No. \_\_\_\_\_

For

**Juneau Pioneer Home Surge Protection ANC 24-39C**  
Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

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

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

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

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

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

**Principal:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone: (     )** \_\_\_\_\_

**Surety:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone: (     )** \_\_\_\_\_

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

\_\_\_\_\_  
Alaska Department of Health & Social Services Authorized Representative

\_\_\_\_\_  
Date

## **INSTRUCTIONS**

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



**Department of Family and Community Services  
State of Alaska Facilities Management Office**

**SCOPE OF WORK**

**1. Background/Purpose:**

This Scope of work will be used to obtain a detailed quote for work defined below. Detailed quotes shall include a price breakdown in the CSI 16 division format, for labor, materials, overhead and profit. Quotes shall include subcontractor costs.

**2. Project Information:**

- 2.1 Project Name: Juneau Pioneer Home, Building Surge Protection
- 2.2 Project Location: Juneau Pioneer Home, 4675 Glacier Hwy, Juneau, Ak. 99801
- 2.3 DFCS Project Manager: Michael Fleming

**3. Meetings**

- 3.1 As required to further define the statement of work. (SOW)

**4. Scope of Work:**

The Alaska Department of Family and Community Services (DFCS) is seeking a competent contractor to evaluate the requirements for and to purchase and install a building main power surge protection system at the Juneau Pioneer Home, in Juneau, Alaska.

Evaluate the existing power system, size, and provide an uninterruptable power supply capable of taking the full building power requirement. Provide and supply all labor, material, logistics, and equipment required to evaluate, purchase, and install a Surge Protection system at the Juneau Pioneer Home located in Juneau Alaska.



1. Provide Project Schedule
2. All relevant permits and documentary requirements
3. O&M documentation and warranty information as appropriate.

**Additional requirements:**

**5. Construction**

Only that construction required for the UPS system, enclosure, foundation (if required), and wiring required to tie into existing system.

**5. Standards**

1. National Electrical Code
2. UBC
3. State regulatory requirements
4. Any federal regulatory requirements

**6. Hours of Operation**

6.1 To be discussed and agreed upon by Contractors, Customers, and Facility Management staff.

**7. Exclusions/Assumptions**

**8. Project Contacts:**

9.1 DFCS Project Manager Michael Fleming (907) 269-7820  
[michael.fleming@alaska.gov](mailto:michael.fleming@alaska.gov)



State of Alaska  
Department of Administration  
**Substitute Form W-9**

Questions? Email [DOA.DOF.Vendor.HelpDesk@alaska.gov](mailto:DOA.DOF.Vendor.HelpDesk@alaska.gov)

**RETURN COMPLETED FORM TO:**

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

**DO NOT send to IRS**

**Taxpayer Identification Number (TIN) Verification**

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

*Print or Type*

Please see attachment or reverse for complete instructions

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

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

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

**Certification**

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

Under penalties of perjury, I certify that:

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

<b>Printed Name</b>	<b>Printed Title</b>	<b>Telephone Number</b>
<b>Signature</b>	<b>Date</b>	<b>Email Address</b>

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

## Legal Name

*As registered with the Internal Revenue Service (IRS)*

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

## Business Name

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

## Primary Address

Address where 1099 tax form should be mailed.

## Remit Address

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

## State of Alaska Vendor Number

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

## Entity Designation

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

## Taxpayer Identification Number

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

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

## Change of Ownership or Entity Designation

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

## Certification

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

## Privacy Act Notice

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

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

### What Name and Number to Give the Requester

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

Revised 09/29/2015

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

## Exemptions

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

### Exempt payee code

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

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

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

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

### Exemption from FATCA reporting code

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

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