

Small Procurement for Construction

Kenai Peninsula Youth Facility Boiler Burner Replacement Project No. 25-N1066C

You are invited to submit a quote to Provide all permits, labor, supervision, materials and equipment to remove and replace the two existing natural gas only burners on the Weil McClain 680 boilers with two Riello brand burners, or approved equal, including adapter plates if required. Base bid includes the replacement and programming the staging heat controller with a Tecmar 294 or approved equal. Programming and set up options to include the controlling and modulating of both boilers, priority hot water demand, no warm weather shut down, functional outdoor reset, provide "run" and an "alarm" indications to the existing BAS. Project located at the Kenai Peninsula Youth Facility, 405 Marathon Road in Kenai, Alaska 99611. Product alternates or substitutions require submittal of appropriate supporting documentation before the bid date by email to the Project Manager Chris Capps at chris.capps@alaska.gov for evaluation.

Final decision of product suitability of fitness for alternate or substitutions to those products specified on this project are at the sole discretion of the Project manager.

A pre-bid walk through is scheduled for Monday, August 26, 2024 at 10 AM to 11 AM. Meet at the exterior of the main lobby entrance.
Kenai Peninsula Youth Facility is located at 405 Marathon Road 99611.
Thomas Pennington, Maintenance Foreman will be available as escort only on August 26 between 10 am and 11am. At the following number 907-335-3011. All questions to be submitted in writing to Project Manager Chris Capps at chris.capps@alaska.gov

Quotes must be received before 2:00 PM local time September 5, 2024, by EMAIL Only at fcs.facilities@alaska.gov prior to the date and time shown above. Offerors are responsible to assure timely delivery, and receipt of their bids. Offerors are cautioned that due to mailbox restrictions, we cannot receive bids over 20MB in size.

The project completion date is November 30, 2024.

Please direct all project or site related inquiries to Chris Capps, Project Manager at (907) 269-7816 or chris.capps@alaska.gov

Issued: August 22, 2024

Small Procurement for Construction

Kenai Peninsula Youth Facility Boiler Burner Replacement Project No. 25-N1066C

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State wage rates can be obtained at <http://www.labor.state.ak.us/lss/pamp600.htm>.
18. W-9

Issued: August 22, 2024

REQUIRED DOCUMENTS

State Funded Contracts

REQUIRED FOR BID. Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding:

- 1. Bid Forms**
 - a. Bid Cover Sheet**
 - b. Bid Schedule**
 - c. Bid Attachments (as applicable)**
 - d. Addenda Acknowledgement**
 - e. Bidder's Acknowledgement and Certification**

REQUIRED FOR CLAIMED PROCUREMENT PREFERENCE. The Department will not consider a claimed procurement preference unless a bidder submits the appropriate, signed certification(s) for the claimed preference at the time of bidding:

- 4. Alaska Bidder Preference Certification (Form 25D-19)**
 - 5. Alaska Veteran Preference Certification (Form 25D-17)**
 - 6. Alaska Products Preference Certification (Form 25D-20)**
-

REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER. The apparent low bidder is required to complete and submit the following document within 5 working days after receipt of written notification:

- 1. Subcontractor List (Form 25D-5)**
-

REQUIRED FOR AWARD. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

- 1. Quote Submittal Form SPC-002**
- 2. Payment Bond (Form 25D-12)**
- 3. Performance Bond (Form 25D-13)**
- 4. Certificate of Insurance (from carrier)**
- 5. Bidder Registration (Form 25D-6) Bidders must register annually with the Civil Rights Office in order to be eligible for award.**



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>Kenai Peninsula Youth Facility – Boiler Burner Replacement</u> Project # <u>25-N1066C</u> Location: <u>405 Marathon Road Kenai, Alaska 99611</u>	Procurement Agency and Address: <u>Dept. of Family & Community Services</u> <u>FMS Facilities</u> <u>3601 C Street, Suite 290</u> <u>Anchorage, AK 99503</u> Email: chris.capps@alaska.gov
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Procurement Officer: <u>Michael Fleming, DFCS/FMS Contracting Officer</u>	Date of Issuance: []
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DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS:
 Provide all labor, supervision, permits, and materials to remove and replace TWO boiler burners and controller including set up and programming as necessary for satisfactory operation to the Project Manager.

The Project cost estimate is: under \$10,000 \$10,000 - \$50,000 \$50,001 - \$100,000 \$100,001 - \$200,000^{1,2}
 1. Quotes in excess of \$200,000 will be deemed non-responsive. 2. Any project in excess of \$100,000 must be bonded.

Davis-Bacon Wages (Title 36.05): are are not required on this project.

The following insurance coverages are required: Workers Comp General Liability Automobile

Bonding Requirement:
 Bid Bond (25D-14) Payment Bond (SPC-005) Performance Bond (SPC-006) & are are not required on this project.

Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. To be eligible for consideration, quotes must be received before 2:00 PM [] local time on 5th [day of] September, 2024 []. Late quotes cannot be accepted. Disadvantaged Business Enterprises (DBE's) may submit quotes and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an Award which results from this invitation. Any errors, omissions, or questions pertaining to solicitation procedures or Project requirements, requests for additional documents, or inquiries pertaining to site conditions or scheduled visits must be made to:
 Title: Chris Capps, Project Manager, at: 3601 C Street Suite 290 Anchorage, AK 99503
 Email: chris.capps@alaska.gov, Telephone: (907) 269-7816

Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation.

SUBMITTAL OF QUOTES: Quotes for this Project must be submitted in the manner noted below. All Offerors must familiarize themselves with the *Instructions to Offerors*, page 2 of this form, prior to submitting their quote.

- VERBAL QUOTES SHALL BE GIVEN TO [] AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE. (See above Bonding Requirements.)
- WRITTEN QUOTES, INCLUDING AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SUBMITTED ON FORM SPC-002, QUOTE SUBMITTAL, ATTACHED. (See above Bonding Requirements.)

Written quotes may be submitted by electronically, hand delivered, or mailed in a sealed envelope. Confidentiality is only assured for sealed quotes. Mailed quotes must allow time for delivery and the envelope must be marked as follows:

Quote for Project:	Procurement Agency Address:
Name: <u>Kenai Peninsula Youth Facility – Burner Replacement</u>	<u>3601 C Street, Suite 290</u>
Number: <u>25-N1066C</u>	<u>Anchorage, AK 99503</u>
Attn: <u>Chris Capps, Project Manager</u>	Email: fcs.facilities@alaska.gov

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 OFFERORS

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

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

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

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

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

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

DETERMINATION OF THE LOWEST RESPONSIBLE QUOTE AND CONTRACT AWARD: Following receipt and determination of all **responsive** oral, written or sealed quotes, the procurement Agency will compare the quotes and determine the lowest Offeror. If the procurement Agency discovers a discrepancy between the unit price amount and the extended amount; the unit price amount will prevail. Conditioned quotes, unless expressly requested, will not be considered. When the quote schedule is composed of a basic amount with alternates, the procurement Agency will base its determination of the low quote and the amount of the Contract Award solely upon those quotes, basic and alternates, that are priced within the extent of available construction funds. Alternates will be considered for Award in the order listed, except that if the order of Offerors is not affected, the Award may include any combination of funded alternates, or none, as may be in the best interest of the procurement Agency.

When determining the lowest quote, the procurement Agency will also give a 5% Alaska Offeror's preference and an appropriate Alaska Products preference to quotes designating the applicability of a preference. To qualify for the Offeror's preference (per AS 36.30.170) the Offeror **must** (1) hold a current Alaska Business License, (2) submit the quote under the name appearing on the license, (3) have staffed and maintained a place of business within Alaska for the previous six months and (4) be incorporated or qualified to do business under the laws of the State. In addition, if the Offeror is a partnership or joint venture, all parties must meet the criteria to be eligible for the preference. A booklet fully describing the Alaska Preferences (Bidder, Offeror, Product, Disabilities, Veteran) program is available at <http://doa.alaska.gov/dgs/pdf/pref2.pdf>. A detailed description of the Alaska Products Preference Program is available at <http://www.commerce.state.ak.us/ded/dev/prodpref/prodpref.htm>.

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

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

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

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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



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

**SMALL PROCUREMENT QUOTE SUBMITTAL
(CONSTRUCTION RELATED)**

[per AS 36.30.320(a)]

Project Name & No.: <u>Kenai Peninsula Youth Facility – Boiler Burner Replacement Project # ANC 25-N1066C</u> Location: <u>405 Marathon Road Kenai, Alaska 99611</u>	Procurement Agency and Address: <u>State of Alaska, DFCS/FMS Facilities</u> <u>3601 C Street, Suite 290</u> <u>Anchorage, AK 99503</u> <u>(907) 269-7816</u> chris.capps@alaska.gov
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Contracting Officer: Michael Fleming, FMS/Facility Manager II	Date of Issuance: August 22, 2024 Bid is Due: September 5, 2024 @ 2:00 pm
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QUOTE: Offerors must read all attachments to this schedule. **Provide all labor, supervision, materials and permits to; Provide all labor, supervision, permits, and materials to remove and replace TWO boiler burners and controller including set up and programming as necessary for satisfactory operation to the Project Manager.**

- a. Lump Sum – Total Basic Bid: \$ _____
- b. Alaska Bidder’s Preference: (5% of a.) \$ _____
- c. Alaska Veterans Preference: (5% of a.) \$ _____
- d. Alaska Products Preference: (Attach worksheet(s)) \$ _____
- e. Adjusted Basic Bid: (a – b – c – d) \$ _____

I have reviewed the bid documents, with addenda _____, and understand the scope of services and conditions required for Project number ANC 25-N1066C. I agree to furnish all necessary labor, materials, and equipment for the above amount(s). The Work shall be accomplished in a professional manner acceptable to the Procurement Officer.

Contractor _____ Contractor Reg. No. _____

Authorized Signature _____ Title _____

Address _____

Business License # _____ EIN or SSN _____ Phone # _____

Offeror is Claiming: Alaska Bidder Preference Alaska Products Pref. (worksheet)
 Alaska Veteran Preference

.....
 Procurement Officer: _____

 Date of Receipt of Bid: _____

Offeror to Complete this Portion



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

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

Project Name & No.: <u>Kenai Peninsula Youth Facility – Boiler Burner</u> Replacement Project # <u>ANC 25-N1066C</u> Location: <u>305 Marathon Road 99611</u>	Procurement Agency and Address: Department of Family & Community Services FMS Facilities 3601 C Street, Suite 290 Anchorage, AK 99503 chris.capps@alaska.gov
Contracting _____ Officer's Signature: <u>Michael Fleming, Facilities Manager II</u>	Date of Issuance: _____

TO: _____ _____ _____	FOR: Work related to Basic Bid of: <u>ANC 25-N1066C</u> , including the basic quote and alternate quote item(s): _____	<table border="1"> <tr> <td>The Contractor Must Submit:</td> </tr> <tr> <td>Insurance</td> </tr> <tr> <td>Bonding*</td> </tr> <tr> <td>Certified Wages**</td> </tr> <tr> <td>Subcontractor List***</td> </tr> </table>	The Contractor Must Submit:	Insurance	Bonding*	Certified Wages**	Subcontractor List***
The Contractor Must Submit:							
Insurance							
Bonding*							
Certified Wages**							
Subcontractor List***							
<p>* Bonding - If contract bid amount exceeds \$100,000, Performance & Payment Bonds will be required for 100% of bid amount.</p> <p>** Certified Wages – Contracts over \$25,000 require bi-weekly Certified Payroll be submitted to the Dept. of Labor (see Special Instructions to Bidders form)</p> <p>*** Subcontractor List – 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 EMAIL ONLY to: chris.capps@alaska.gov . The Procurement Officer will then sign and return a copy to the Contractor, and the Award will be deemed made.</p> <p>The Work of this contract may not commence until the Notice to Proceed (NTP) is issued.</p> <p>Contractor's Signature of Contract Award Acceptance: _____ Date : _____</p>							
NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 25,000							
<p>In accordance with the protest rights afforded under 2 AAC 12.400(d)(2)(B) & (3), a copy of this Notice of Award is hereby provided to those individuals and businesses who submitted a response to the initial solicitation on which this award is made.</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 AS 36.30.620 - 699.

APPENDIX B¹
BONDS, INDEMNITY AND INSURANCE

Article 1. Bonds

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

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

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

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

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

Replacement of Bond and Surety:

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

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

Article 2. Indemnification

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

Article 3. Insurance

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

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

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

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

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

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



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

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

[per AS 36.30.320]

Project Name & No.: <u>Kenai Peninsula Youth Facility – Boiler Burner Replacement Project # ANC 25-N1066C</u> Location: <u>405 Marathon Road Kenai, Alaska 99611</u>	Procurement Agency and Address: <u>DFCS/FMS Facilities</u> <u>3601 C Street Suite 290</u> <u>Anchorage, AK 99503</u> <u>(907)269-7816</u> Email: chris.capps@alaska.gov
Contracting Officer's _____ Signature <u>Michael Fleming, Facilities Manager II</u>	Date of Issuance: _____

TO:	FOR: Work related to Basic Bid of: <u>ANC 25-N1066C</u> , including the basic quote, and alternate quote item(s): _____	<table border="1"> <tr> <td>The Contractor Must Submit:</td> </tr> <tr> <td>Insurance</td> </tr> <tr> <td>Bonding*</td> </tr> <tr> <td>Certified Wages**</td> </tr> <tr> <td>Subcontractor List***</td> </tr> </table>	The Contractor Must Submit:	Insurance	Bonding*	Certified Wages**	Subcontractor List***
The Contractor Must Submit:							
Insurance							
Bonding*							
Certified Wages**							
Subcontractor List***							
<p>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.</p>							
<p>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 <u>10</u> 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 <u>November 30, 2024</u> Send all invoices via email to: chris.capps@alaska.gov</p>							
Contractor's Signature of Acknowledgment: _____		Date: _____					
<p>* 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</p>							

NOTICE TO BIDDERS

In order for bids to be considered responsive, the following items must be completed on the Small Procurement Quote Submittal (Construction Related) form (Form SPC-002):

1. Complete all prices and figures as indicated on the Quote Submittal (Form SPC-002) portion of the form, unless indicated otherwise;
2. Complete the Contractor's firm name and authorized signature lines;
3. Enter a valid Alaska Business License number and, if applicable, a valid Contractor's Registration number.
4. Include a current copy of your Contractors license and any required registrations with the Small Procurement Quote Submittal (Construction Related) form (Form SPC-002)

ALASKAN PREFERENCES

Alaska Bidders Preference

To qualify for the Bidder's Preference (per AS 36.30.170), the bidder must:

1. Hold a current Alaska Business License;
2. Submit the bid under the name appearing on the license;
3. Has staffed and maintained a place of business in Alaska for the previous six (6) months;
4. Is incorporated or qualified to do business under the laws of the State.

Alaska Veterans Preference

To qualify for the Veterans Preference (per AS 36.30.175), the bidder must:

1. Qualify for the Alaska Bidder's Preference
2. Add value by actually performing the services or have prior experience in selling the supplies
3. Qualify as an Alaska Veteran
4. The value of the preference cannot exceed \$5,000.

Alaska Products Preference

If applicable, the use of Alaska Products can be claimed on the Alaska Products Preference Worksheet (Form SPB -007). Eligible products can be obtained by contacting the local Department of Commerce & Economic Development office. **WARNING:** If the use of Alaska Products is claimed, the contractor will be mandated to use the specified products in the performance of the contract.

The Adjusted Basic Bid amount will be used for the determination of the low responsive bidder. Once determined, the contract will be awarded for the Total Basic Bid Amount.

CONTRACT AWARD

The apparent low responsive bidder will be required to submit the following documents prior to Contract Award:

1. Project specific requirements, if any, as noted on the Invitation for Quotes;
2. A Certificate of Insurance indicating the insurance coverage outlined on the Invitation for Quotes;
3. Current copies of both the valid Alaska Business License and, if applicable, a copy of the valid Contractor's Registration; and
4. List all subcontractors to be used on the project (form included in bid packet).



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: _____

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:



ALASKA VETERAN'S PREFERENCE AFFIDAVIT

In response to the Invitation to Bid for: **Department of Family & Community Services**
Project Name and Number: **Kenai Peninsula Youth Facility – Boiler Burner Replacement**
Project # ANC 25-N1066C

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.

(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 & COMMUNITY SERVICES

ALASKA PRODUCTS PREFERENCE WORKSHEET
(See Reverse Side for Instructions)

Project Name and No: **Kenai Peninsula Youth Facility – Boiler Burner Replacement Project # ANC 25-N1066C**

Bid Phase: _____

Contractor: _____

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

INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

Special Note:

All procurements, except those funded from Federal sources, shall contain Contract provisions for the preference of Alaska products. The products listed by the Bidder on this worksheet have been selected for the referenced project from the "Alaska Product Preference List" which was in force 30 days prior to the advertisement date of this contract. Bidders may obtain a copy of the appropriate listing "Alaska Preference List" by contacting their local DCED office or by writing: Dept. of Commerce & Economic Development, Alaska Products Preference Listing, P.O. Box D, Juneau, AK 99811.

BIDDERS INSTRUCTIONS:

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

B. Form Completion - BASIC BIDS.

(1) Enter project number and name, the words "Basic Bid" and the CONTRACTOR'S name in the heading of each page as provided.

(2) The Bidder shall compare those candidate products appearing on the preference listing (see Special Notice comments above) against the requirements of the technical specifications appearing in the contract documents. If the Bidder determines that a candidate product can suitably meet the contract requirements, then that product may be included in the worksheet as follows.

(3) For each suitable product submitted under the "Basic Bid" enter:

- ! the product name, generic description and its corresponding technical specification section number under the heading "PRODUCT",
- ! the company name of the Alaska producer under the heading "MANUFACTURER", and,
- ! the product class (I, II, or III) and preference percentage (3, 5, or 7%, respectively) under the "CLASS/%" heading.

(4) For each product appearing on the list and to be utilized by the CONTRACTOR enter:

- ! under the heading "TOTAL DECLARED VALUE" the manufacturer's quoted price of the product, (caution: this value is to be the manufacturer's quoted price at the place of origin and shall not include costs for freight, handling or miscellaneous charges of incorporating the product into the Work), and
- ! the resulting preference--ie.: the preference percentage times the total declared value amount -- under the heading "REDUCTION AMOUNT".

(5) Continue for all "suitable" basic bid products. If the listing exceeds one page enter the words "Page # SUB" in front of the word "TOTAL" and on the first entry line of the following page enter "SUBTOTAL OF REDUCTION AMOUNT FROM PREVIOUS PAGE".

(6) On the final page of the listing enter "BASIC BID PREFERENCE GRAND" immediately before the word "TOTAL".

(7) Total the entries in the "REDUCTION AMOUNT" column for each page by commencing at the first entry for that page. If a continuation page exists, ensure that the subtotal from the previous page is computed into the running total. Number pages as appropriate.

(8) Compute a Grand Total for the Basic Bid Preference. Enter this amount on the final page of the worksheet and at line or column "C" on the Bid Schedule or Bid Schedule Summary Sheet as appropriate. Submit worksheet(s) with Bid Schedule Summary Sheet.

C. Forms Completion - ALTERNATE BIDS.

(1) Enter project number and name, the words "ALTERNATE BID # _____", and CONTRACTOR'S name in the heading of each page as provided.

(2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE BID

_____", and repeat procedures 2 through 5 under part B of these Bidder's instructions except that references to "Basic Bid" shall be replaced with the words "Alternate Bid # _____."

(3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE BID # _____--SUBTOTAL" and enter a subtotal amount for all additional products as listed. Subtotal amount to be determined by adding all additional product entries in the "REDUCTION AMOUNT" column.

(4) Skip three lines and enter "LESS THE FOLLOWING NON-APPLICABLE ALASKA PRODUCTS".

(5) Beginning on the next line enter the product name and manufacturer of each Alaska Product appearing on the "Basic Bid" listing which would be deleted or reduced from the Project should the "Alternate Bid" be selected. Details of entry need only be sufficient to clearly reference the subject product. (ie. "Prehung Doors by Alaska Door Co. in lieu of "Prehung Solid Core Wood Door, model "Super Door", Section 08210, by Alaska Door Co., Anchorage.) Products being reduced shall specify the amount of the reduction. Should no products require deletion enter "None". When a product is listed as a "NON-APPLICABLE ALASKA PRODUCT" for this alternate bid and if under the basic bid the Bidder received a preference on his basic bid as a result of that product, then the applicable entries under the headings "TOTAL DECLARED VALUE" and "REDUCTION AMOUNT" (for each product and from the basic bid listing) shall also be entered into the corresponding headings of this form. Where only a portion of the product has been deleted, the entry (which will differ from those on the basic bid listing) may be "pro-rated" or as otherwise substantiated.

(6) Following the listing of all non-applicable Alaska products enter the words "NON-APPLICABLE PRODUCTS PREFERENCE FORM BASIC BID --SUBTOTAL" and enter a subtotal amount for all non-applicable products as listed. Subtotal amount to be determined by adding all non-applicable entries in the "REDUCTION AMOUNT" column.

(7) At the bottom of the final page enter the words "ALTERNATE BID # _____ PREFERENCE GRAND" immediately before the word "TOTAL".

(8) Compute a Grand Total for the Alternate Bid Preference (for Alternate # _____) by subtracting the non-applicable product preference subtotal from the additional product preference subtotal. Enter on the final page as provided and at the corresponding line in column "C" on the Bid Schedule Summary Sheet. Submit worksheet(s) with the Bid Schedule Summary Sheet.

(9) A separate listing for each alternate bid is required.

STATE OF ALASKA
DEPARTMENT OF FAMILY & COMMUNITY SERVICES

SUBCONTRACTOR LIST

Project Name and Number

Kenai Peninsula Youth Facility – Boiler Burner Replacement Project # ANC 25-N1066C

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 1/2 of 1% of the contract amount.
OR
 Subcontractor List is as follows:

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

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

I hereby certify the listed Alaska Business licenses and Contractor's registrations were valid at the time bids were opened for this project.

Signature of Authorized Company Representative _____ Title _____

Company Name _____ Company Address (Street or PO Box, City, State, Zip) _____

Date _____ Phone Number _____

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

Scope of Work

Kenai Peninsula Youth Facility Boiler Burner Replacement Project # ANC 25-N1066C

PROJECT: Boiler Burner Replacement

FACILITY NAME: Kenai Youth Facility

PROJECT MANAGER: Chris Capps, BMS

907 269-7812 mark.moon@alaska.gov

FACILITY CONTACT: Mr. Tom Pennington, Maintenance Foreman

907 335-3100 thomas.pennington@alaska.gov

ADDRESS: 405 Marathon Road Kenai, AK 99611

SCOPE OF WORK:

Base bid is to remove and replace the two existing natural gas only burners on the Weil McClain 680 boilers with two Riello brand burners, or approved equal, including adapter plates if required. Base bid includes the replacement and programming the staging heat controller with a Tecmar 294 or approved equal. Programming and set up options to include the controlling and modulating of both boilers, priority hot water demand, no warm weather shut down, functional outdoor reset, provide "run" and an "alarm" indications to the existing BAS. Project located at the Kenai Peninsula Youth Facility, 405 Marathon Road in Kenai, Alaska 99611.

Product alternates or substitutions require submittal of appropriate supporting documentation before the bid date by email to the Project Manager Chris Capps at chris.capps@alaska.gov for evaluation. Final decision of product suitability of fitness for alternate or substitutions to those products specified on this project are at the sole discretion of the Project manager.



**UNDERWRITERS
LABORATORIES**
INC.

LISTED

GAS BURNER NO. [REDACTED]
**FOR USE WITH INTEGRAL
GROUP** [REDACTED]
PRIMARY SAFETY CONTROL

MP2526

P/N 4210

090266-0000

Mfd. by John Zink Company, LLC Gordon-Piatt
Tulsa, OK USA

**BURNER
MODEL
NO.** **V6-G-03**

NAT GAS

FIRING RATE	MBH	MANIFOLD PRESS (IN. W.C.)	GPH
	MAX.	641	[REDACTED]
MIN.	385	1.3	

CONTROL SYSTEM **DATE CODE** **09/02**

120 VOLTS **60** HZ **1** PH **5.0** AMP

BLOWER MOTOR **.33** HP

120 VOLTS **60** HZ **1** PH **5.6** AMP

OIL PUMP MOTOR [REDACTED] HP [REDACTED] AMP

[REDACTED] VOLTS [REDACTED] HZ [REDACTED] PH [REDACTED] AMP

COMPRESSOR MOTOR [REDACTED] HP [REDACTED] AMP

[REDACTED] VOLTS [REDACTED] HZ [REDACTED] PH [REDACTED] AMP

OIL TRIM HEATER [REDACTED] KW [REDACTED] AMP

[REDACTED] VOLTS [REDACTED] HZ [REDACTED] PH [REDACTED] AMP

This burner is covered by one
or more of the following patents:

4,785,680 **4,932,274** **5,090,897**

5,441,404 **5,722,821** **5,944,506**

5,957,682 **5,975,887**



State of Alaska
 Department of Administration
Substitute Form W-9

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

RETURN COMPLETED FORM TO:

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

DO NOT send to IRS

Taxpayer Identification Number (TIN) Verification

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

Print or Type

Please see attachment or reverse for complete instructions

Legal Name (as shown on your income tax return)	State of Alaska Vendor Number (if known)
Business Name , if different from above (use if doing business as (DBA) or enter business name of Sole Proprietorship)	Entity Designation (check only one type) <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))
Primary Address (for 1099 form) PO Box or Number and Street, City, State, Zip + 4	
Remit Address (where payment should be mailed, if different from Primary Address) PO Box or Number and Street, City, State, Zip + 4	
Exemption (See Instructions) <input type="text"/> Exempt payee code (if any) <input type="text"/> Exemption from FATCA Reporting Code (if any)	

Taxpayer Identification Number (TIN) Provide Only One (If sole proprietorship provide EIN, if applicable)	
Social Security Number (SSN)	Employer Identification Number (EIN)
If Change of Ownership or Entity Designation	Date of Change:
Previous Owner / Business Name	Previous Taxpayer Identification Number (TIN)

Certification

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

Under penalties of perjury, I certify that:

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

Printed Name	Printed Title	Telephone Number
Signature	Date	Email Address

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

Legal Name

As registered with the Internal Revenue Service (IRS)

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

Business Name

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

Primary Address

Address where 1099 tax form should be mailed.

Remit Address

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

State of Alaska Vendor Number

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

Entity Designation

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

Taxpayer Identification Number

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

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

Change of Ownership or Entity Designation

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

Certification

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

Privacy Act Notice

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

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

What Name and Number to Give the Requester

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

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

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

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

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

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