

**STATE OF ALASKA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS**

**INVITATION FOR QUOTES FOR
A SMALL PROCUREMENT
(CONSTRUCTION RELATED)**

[per AS 36.30.320(a)]

Project Name & No.: <u>HVAC Replacement & IFQ 09-009-25</u> Location: <u>17470 Airlifter Dr.</u> <u>JBER, AK 99506</u>	Procurement Agency and Address: <u>DMVA/DAS Procurement</u> <u>49000 Army Guard Road Ste. B105B</u> <u>JBER, AK 99505</u>
Procurement Officer: <u>Jannah Cayetano</u>	Date of Issuance: <u>5/28/2025</u>
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS:	
See Scope of Work.	
The Project cost estimate is: <input type="checkbox"/> under \$25,000 <input checked="" type="checkbox"/> \$25,000 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$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 <input checked="" type="checkbox"/> are not <input type="checkbox"/> required on this project.	
The following insurance coverages are required: <input checked="" type="checkbox"/> Workers Comp <input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Automobile	
<u>Bonding Requirement:</u> Bid Bond, Payment Bond, & Performance Bond are <input type="checkbox"/> are not <input checked="" type="checkbox"/> required on this project.	
Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. To be eligible for consideration, quotes must be received before <u>2:00 PM</u> local time on the <u>19th</u> day of <u>June</u> , 20 <u>25</u> . Late quotes cannot be accepted. Disadvantaged Business Enterprises (DBE's) may submit quotes and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an Award which results from this invitation. Any errors, omissions, or questions pertaining to solicitation procedures or Project requirements, requests for additional documents, or inquiries pertaining to site conditions or scheduled visits must be made to: Title: <u>Jannah Cayetano, Procurement Specialist 3</u> , at: <u>MvaDasProcurement@alaska.gov</u> Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation.	
SUBMITTAL OF QUOTES: Quotes for this Project must be submitted in the manner noted below. All Offerors must familiarize themselves with the <i>Instructions to Offerors</i> , page 2 of this form, prior to submitting their quote.	
<input type="checkbox"/> - VERBAL QUOTES SHALL BE GIVEN TO _____ AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE. (See above Bonding Requirements .)	
<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. (See above Bonding Requirements .)	
Written quotes may be submitted by electronically, hand delivered, or mailed in a sealed envelope. Confidentiality is only assured for sealed quotes. Mailed quotes must allow time for delivery and the envelope must be marked as follows:	
<u>Quote for Project:</u> Name: <u>HVAC Replacement</u> Number: <u>IFQ 09-009-25</u> Attn: <u>DMVA/DAS Procurement</u>	<u>Procurement Agency Address:</u> <u>DMVA/DAS Procurement</u> <u>49000 Army Guard Road Ste. B105B</u> <u>JBER, AK 99505</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.	

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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 MILITARY AND VETERANS AFFAIRS**

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

[per AS 36.30.320(a)]

Project Name & No.: <u>HVAC Replacement & IFQ 09-009-25</u> Location: <u>17470 Airlifter Dr.</u> <u>JBER, AK 99506</u>	Procurement Agency and Address: <u>DMVA/DAS Procurement</u> <u>49000 Army Guard Road Ste B105B</u> <u>JBER, AK 99505</u>
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Procurement Officer: <u>Jannah Cayetano</u> [Email: MvaDasProcurement@alaska.gov Phone: 907-428-7222]	Date of Issuance: <u>5/28/2025</u> Bid is Due: <u>6/19/2025</u>
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QUOTE: Offerors must read all attachments to this schedule. | _____ |

See Scope of Work.

QUOTE AMOUNT \$ _____.

I have reviewed the bid documents, with addenda _____, and understand the scope of services and conditions required for Project number **IFQ 09-009-25**. 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's Preference Alaska Products Pref. (worksheet)
 Alaska Veteran Preference (SPC-007)

Offeror to Complete this Portion

.....

Procurement Officer: _____

Date of Receipt of Bid: _____

2. What percent of the total value of this contract would you subcontract? _____

3. Would you purchase any equipment for use on this project: Yes No
If yes, describe type, quantity, and approximate cost: _____

4. Would you rent any equipment for this work? Yes No
If yes, describe type, quantity, and approximate cost: _____

5. Is your proposal based on firm offers for all materials for this project? Yes No
If no, please explain: _____

C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?
Yes No

Describe the most recent or current contract, its completion date, and scope of work:

2. List, as an attachment to this questionnaire, other construction projects you have completed; the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

I hereby certify that the above statements are true and complete.

Contractor Name

Signature

Date

Name and Title of Person Signing

Scope of Work

HVAC Replacement

Joint Base Elmendorf-Richardson, Alaska

Invitation for Quotes (IFQ) # 09-009-25

Scope of Work

The Department of Military and Veterans Affairs (DMVA), Alaska Air National Guard requires one for one replacement of a wall mounted air conditioning unit and thermostat at Hangar 18, inside a communications closet (Rm 234) (See Figure 1 below). The contractor must demolish and properly dispose of the existing air conditioning unit and thermostat. A new air conditioning unit and thermostat will be provided and installed, meeting or exceeding the specifications of the current system. The contractor must test and, if serviceable, utilize the existing electrical disconnect for the unit. Additionally, the contractor shall provide six (6) months' worth of spare air filters compatible with the new system.

New air conditioning unit, thermostat and all necessary accessories shall be installed, programmed and fully functional. Contractor must test system for proper operation prior to returning to users. Figures 1, 2, and 3 depict existing air conditioning unit and thermostat.

Air Conditioning Unit Specifications:

- Package type computer room environmental control unit. 5900 W capacity at 21°C DB & 50% RH with reheat and humidifier. The condensing unit must be self-contained chilled water type. Units must be designed for installation above a dropped-ceiling and must be equipped with integral air distribution plenum. Units must be provided complete with control package and accessories required for proper operation. Provide Liebert mini mate plus model MME040C-PH or equivalent.



Figure 1 A/C Unit Above Ceiling Tile



Figure 2. A/C Unit Below Ceiling Tile

Thermostat Unit Specifications:

- Liebert Mini Mate thermostat that meets or exceeds existing operator's specifications. This thermostat communicates/controls the air conditioning unit. This system will need a functionality test prior to turning it back to users.

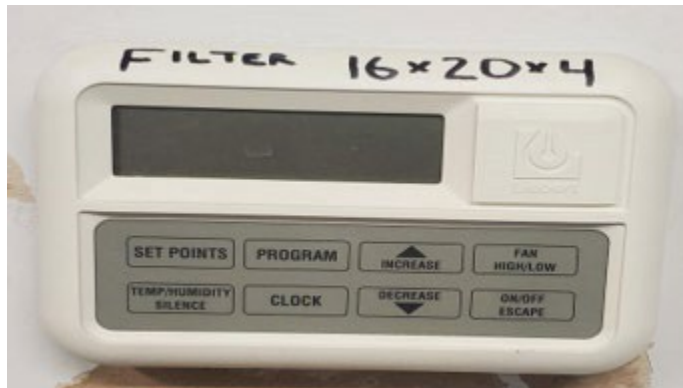


Figure 3. Liebert thermostat

Project Location

BLDG 17470 Hangar 18 Rm 234
17470 Airlifter Dr.
JBER, AK 99506

Worksite Inspection

A site visit will be held at 12:00 PM, Alaska Time on June 12, 2025. The purpose of the site visit is to review and discuss the scope of work with prospective bidders. Bidders are expected to thoroughly review the IFQ prior to the site visit and must submit any questions in writing via email at MvaDasProcurement@alaska.gov

Potential offerors are encouraged to visit the worksite so they can see the conditions and areas under which the work described will be performed. Offeror's failure to visit the worksite will in no way relieve the offeror of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this solicitation. The worksite may be inspected by contacting Esteban Acevedo by phone at 907-552-0086 or via email at esteban.acevedo@us.af.mil.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be

performed under this IFQ or the terms, conditions, and specifications of this IFQ. Any questions potential bidders have must be directed to the procurement officer.

Project Completion Deadline

This project must be completed no later than 30 days after the award. The Contractor is responsible for notifying the DMVA Project Manager or Designee prior to mobilization/beginning operations, any time operations shut down or begin during the contract period, following completion of operations, and when all equipment is demobilized from the project site. The Contractor can request an extension of time from the DMVA Project Manager or Designee for completion of work, due to unforeseen weather conditions prohibiting work. Any extension for completion of services must be approved in writing by the Procurement Specialist via written change order to the contract.

Contractor Responsibilities

1. Provide all necessary materials, equipment, labor, maintenance, and transportation to complete the scope of work;
2. Provide equipment and operator capable of performing work;
3. Mobilization/Demobilization;
4. Obtaining all required permits and licenses prior to beginning work;
5. Demobilize and clean-up of work site. All areas will be left in as clean or better condition than when the Contractor arrived. All construction debris is to be removed from the construction site;
6. Adhere to indemnification and insurance requirements outlined in this solicitation during the life of the contract.
7. All work will be in accordance with Unified Facility Code and Department of Defense specifications and criteria found at <https://wbdg.org/ffc/dod>.
8. Contractor, subsequent employees, and subcontractors entering installation as part of this contract will abide by all instructions and directives of JBER.

Mobilization and Demobilization

Mobilization and demobilization costs must be included in the quote prices offered for this Invitation for Quotes.

Problems and/or Discrepancies

If at any time contract operations do not meet DMVA standards, the problem or discrepancy will be brought to the attention of the Contractor. Upon such notice, the Contractor will take

expedient actions to remedy the discrepancy to standards using methods identified by DMVA. Failure to correct operational problems in a timely manner will result in the termination of the Contractor on the project. DMVA will then determine if any fiscal compensation for work completed is appropriate for payment to the Contractor.

Contractor Representative

During all periods of operation, the Contractor shall have a representative in the contract area authorized to act on his/her behalf in response to notices and instructions given by the DMVA Project Manager or Designee regarding performance of this contract.

Contract Scheduling

Contractor will be required to submit an operating plan to the DMVA Project Manager or Designee for approval prior to construction services beginning. The operating plan will identify all timelines, hours of operation, areas of concern, procedures for mitigating potential safety issues, equipment to be used, names of personnel working on the project, and contact numbers. In addition, the contractor shall submit a monthly Progress Schedule (AF Form 3064) to the DMVA Project Manager or designee for approval and tasks shall match work schedule previously submitted. The work schedule under this contract will be included in the operating plan and approved by the DMVA Project Manager or Designee.

Contractor must provide the DMVA Project Manager or Designee the work schedule 5 days prior to commencing work and it shall describe major work items with corresponding projected completion dates. Normal work hours will be 7:30 AM to 4:30 PM Monday through Friday and deviations from this schedule will be coordinated with the DMVA Project Manager or Designee at least two days in advance. Contractor is not required to work on Federal or State holidays. Contractor is responsible for formatting submittals in accordance with United Facilities Guide Specifications (UFGS) 01 33 00 Submittal Procedures and for providing copies of all required permits, licenses, and certificates required to perform and complete work to the DMVA Project Manager.

Subcontractors

A list of subcontractors must be provided along with the offerors quote.

New Equipment

Equipment offered in response to this IFQ must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

Pre-Construction Meeting

A pre-construction meeting will be required before the Contractor begins construction services. The Contractor will coordinate a date/time with the DMVA Project Manager or Designee to conduct the pre-construction meeting.

Contract Cost

The value of this contract shall not exceed \$35,000.00 unless approved in writing by the DMVA Project Manager or Designee and a written change order to the contract issued by the Procurement Specialist.

Method of Award

Award shall be made based on the lowest responsive and responsible quote.

Invitation for Quotes – Questions

Questions regarding this Invitation for Quotes shall be sent via email to MvaDasProcurement@alaska.gov.

Invitation for Quotes – Deadline for Receipt of Quotes

Quotes shall be sent to MvaDasProcurement@alaska.gov. The deadline for submission of quotes is June 19, 2025, at 2:00 PM, Alaska Time. Quotes received after this deadline shall be deemed non-responsive.

Contract Administration

Contract administration will be the responsibility of the DMVA Procurement Specialist. The DMVA Procurement Specialist may be contacted by email at MvaDasProcurement@alaska.gov. Only the Procurement Specialist has full authority to alter, amend, or change a contract resulting from this Invitation for Quotes.

Inspection and Modification – Reimbursement for Unacceptable Deliverables

The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the DMVA Project Manager or Designee, responsible for coordinating this project. DMVA may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. DMVA may instruct the Contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The Contractor will not unreasonably withhold such changes. Substantial failure of the Contractor to perform the contract may cause DMVA to terminate the contract. In this event, DMVA may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

Contract Changes – Unanticipated Change Orders

During the course of the contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the DMVA Project Manager or Designee will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule

and price for accomplishing the additional work. Cost and pricing data must be provided to justify the cost of such change orders per AS 36.30.400. The Contractor will not commence additional work until DMVA has secured any required approvals necessary for the change order and issued a written change order.

Termination for Default

If the DMVA Project Manager or Designee determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, DMVA may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with part or all of the remaining work.

Payment of Work

Complete payment will be made 1) upon completion of the project to the satisfaction of the DMVA Project Manager or Designee 2) upon receipt of the Contractor's original, accurate and complete invoice, 3) upon receipt of an approved Notice of Completion from the Department of Labor and Workforce Development and 4) and a Final Completion letter issued by DMVA.

DMVA Invoice Recipient

Contractor shall send invoices to:

Attn: Alaska Air National Guard

PO Box 5800

JBER, Alaska 99505

Phone: 907-720-9897

E-mail: melissa.sprague.long@alaska.gov

Questions concerning payment must be addressed to the DMVA point of contact identified above.

DMVA Project Manager

The DMVA Project Manager is responsible for monitoring the operations and performance of the Contractor for contract compliance, and to coordinate actions and communications between DMVA and the Contractor. The DMVA Project Manager for this project is:

Attn: Major Esteban Acevedo

7252 Gibson Avenue

JBER, Alaska 99506

Phone: 907-552-0086

E-mail: esteban.acevedo@us.af.mil



ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: HVAC Replacement & IFQ 09-009-25

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:

INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

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

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

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

BIDDERS INSTRUCTIONS:

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

B. Form Completion – BASIC BIDS.

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

C. Form Completion – ALTERNATE BIDS.

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



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

**ALASKA VETERAN PREFERENCE
CERTIFICATION**

In response to the advertised procurement for:

Project Name and Number HVAC Replacement & IFQ 09-009-25

Bidder (Contractor) _____

Operation of Alaska Veteran Preference

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

The bidder must be:

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

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

Instructions regarding Alaska Veteran Preference

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

Alaska Veteran Certification

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

I hereby represent to the Department that:

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

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

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

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

By (signature)

Date

Printed name

Title

Qualifying Entity Veteran Certification

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

(Check the appropriate box)

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

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

By (signature)

Date

Printed name

Title

Alaska Bidder Certification

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

The prospective recipient of federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name of Representative: _____.

Title of Representative: _____.

Signature: _____.

Date: _____.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number _____ or the Cage Code _____.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Typed Name and Title of Certification Official

Signature

Date