



## STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES

### INVITATION TO BID (ITB) 10-001-26

### PLANT MATERIAL CENTER – SEED HOUSE ADDITION

**DATE OF ISSUE:** JULY 17, 2025

**Important Notice:** If you receive this solicitation from the State's Online Public Notice website you must register with the DNR Procurement Section to receive subsequent amendments. Registration must be in writing and may be made via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov). Failure to register with the DNR Procurement Section may result in rejection of your offer.

**ADA:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via email to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) or telephone at 907-269-8687 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

Procurement Officer: Shawn M. Olsen, Procurement Specialist 4

Phone Number: 1 (907) 269-8687

Email: [shawn.olsen@alaska.gov](mailto:shawn.olsen@alaska.gov)

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(State Funded)

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Use the State wage rates that are in effect 10 days before Bid Opening.		



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

**INVITATION TO BID**  
for Construction Contract

Date July 17, 2025

**ITB 10-001-26 Plant Materials Center – Seed House Addition**

**Project Number and Name**

The Department invites bidders to submit bids for furnishing all labor, equipment, and materials and performing all work for the project described below. The Department will only consider bids received **before 2:00 PM local time (per the Department's time source) on the 31<sup>st</sup> day of July 2025**. On that date, the Department will assemble, open, and then publicly announce the timely-received bids at 550 W 7<sup>th</sup> Ave. Suite 1330, Anchorage, Alaska, at **2:00 PM**, or as soon thereafter as practicable.

Location of Project: 5310 S. Bodenburg Spur, Palmer, Alaska 99645

Contracting Officer: Shawn M. Olsen

Issuing Office: Department of Natural Resources

State Funded ☒

Federal Aid ☐

Description of Work: See Attached Scope of Work

Project DBE Utilization Goal: ☐ Race-Neutral, Goal is XX.X% ☐ Race-Conscious, Goal is XX.X%

The Engineer's Estimate is between \$100,000 and \$250,000

All work shall be completed by **November 30, 2025**.

The Department will identify interim completion dates, if any, in the Special Provisions.

The apparent successful bidder must furnish a payment bond in the amount of 100% of the contract and a performance bond in the amount of 100% of the contract as security conditioned for the full, complete and faithful performance of the contract. The apparent successful bidder must execute the said contract and bonds within 15 calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of their bid.

**Submission of Bidding Documents**

Bidders may submit bidding documents electronically via the Department's approved online bidding service, through the mail or hand delivered. For mailed or hand delivered bids and for electronically submitted bids with a paper bid guaranty, documents shall be submitted in a sealed envelope marked as follows:

Bidding Documents for Project:  
**ITB 10-001-06 Plant Materials Center –  
Seed House Addition**

ATTN: Shawn M. Olsen  
State of Alaska  
Department of Natural Resources  
**550 W. 7<sup>th</sup> Avenue, Suite 1330  
Anchorage, Alaska 99501**

It is incumbent upon the bidder to ensure its bid, any amendments, and/or withdrawal arrive, in its entirety, at the location and before the deadline stated above. A bidder sending a bid amendment or withdrawal via email or fax must transmit its documentation to the Department at this email address: \_\_\_\_\_ or fax number: \_\_\_\_\_.

To be responsive, a bid must include a bid guaranty equal to 5% of the amount bid. *(When calculating the bid amount for purposes of determining the 5% value of the bid guaranty, a bidder shall include its base bid amount, plus the amount bid for alternate and supplemental bid items, if any.)*

The Department hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

## NOTICE TO BIDDERS

### **Invitation to Bid – Deadline for Receipt of Questions**

Questions regarding this Invitation to Bid shall be sent to [christopher.brooks@alaska.gov](mailto:christopher.brooks@alaska.gov). The deadline for submission of questions is no later than **2:00 PM** Alaska Time on **July 24, 2025**.

### **Invitation to Bid – Deadline for Receipt of Bids**

Bids shall be sent to [shawn.olsen@alaska.gov](mailto:shawn.olsen@alaska.gov). The deadline for submission of bids is no later than **2:00 PM** Alaska Time on **July 31, 2025**. Bids received after this deadline shall be deemed non-responsive.

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STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

**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. **Federal Debarment Certification Form**
  - e. **Drugfree Workplace Certification**
  - f. **Addenda Acknowledgement**
  - g. **Bidder's Acknowledgement and Certification**
2. **Bid Security (Bid Bond)**

**REQUIRED FOR BID MODIFICATIONS.** Any bid revisions must be submitted by the bidder prior to bid. Use the following form to modify Manual (paper) bids:

3. **Bid Modification (Form 25D-16)**

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**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)**
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**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. **Construction Contract (Form 25D-10A)**
2. **Payment Bond (Form 25D-12)**
3. **Performance Bond (Form 25D-13)**
4. **Contractor's Questionnaire (Form 25D-8)**
5. **Certificate of Insurance (from carrier)**



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

## SUBCONTRACTOR LIST

### ITB 10-001-26 Plant Materials Center – Seed House Addition

#### Project Number and Namer

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.

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed will be declared non-responsible and may be required to forfeit 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 above-referenced project will be accomplished without subcontracts

Or

☐ List all first tier Subcontractors 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

For projects with federal-aid funding, I hereby certify Alaska Business Licenses and Contractor Registrations will be valid for all subcontractors prior to award of the subcontract. For projects without federal-aid funding (State funding only), I hereby certify the listed Alaska Business Licenses and Contractor 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





STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

## CONTRACTOR'S QUESTIONNAIRE

ITB 10-001-26 Plant Materials Center – Seed House Addition

Project Number and Name

### A. FINANCIAL

1. Have you ever failed to complete a contract due to insufficient resources?

☐ NO

☐ YES

If YES, explain:

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2. Describe any arrangements you have made to finance this work: \_\_\_\_\_

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### B. EQUIPMENT

1. Describe below the equipment you have available and intend to use for this project:

ITEM	QUAN.	MAKE	MODEL	SIZE / CAPACITY	PRESENT MARKET VALUE



2. What percent of the total value of this contract do you intend to subcontract? \_\_\_\_\_%

3. Do you propose to purchase any equipment for use on this project?

☐ NO      ☐ YES      If YES, describe type, quantity, and approximate cost:

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4. Do you propose to rent any equipment for this work?

☐ NO      ☐ YES      If YES, describe type and quantity:

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5. Is your bid based on firm offers for all material necessary for this project?

☐ NO      ☐ YES      If NO, explain:

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### C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the State of Alaska?

☐ NO      ☐ YES      If YES, explain:

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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.**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name & Title of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

**BID FORM**

for

**ITB 10-001-26 Plant Materials Center – Seed House Addition**

Project Number and Name

by

Company Name

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

**TO THE CONTRACTING OFFICER,  
DEPARTMENT OF NATURAL RESOURCES:**

In compliance with your Invitation for Bids dated **July 31, 2025**, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the above-referenced Project, located at 5310 S. Bodenburg Spur, Palmer, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of **one** sheet, which is made a part of this Bid.

The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands that the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within 15 calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the State of Alaska, Department of Natural Resources as liquidated damages, and the said Contracting officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within 10 calendar days, and to complete the work by **November 30, 2025**, after the effective date of the Notice to Proceed, unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish Payment Bond in the amount of **100%** (of the contract) and Performance Bond in the amount of **100%** (of the contract), as surety conditioned for the full, complete and faithful performance of this contract.

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

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### NON-COLLUSION DECLARATION

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

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The Undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his signature below:

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Signature of Authorized Company Representative

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Typed Name and Title

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(     )

Phone Number

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(     )

Fax Number

---

Email Address

(See Reverse Side for Instructions)

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

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

Date \_\_\_\_\_

Page 1 of 2

## INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

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

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

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

### BIDDERS INSTRUCTIONS:

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

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

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

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

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



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

## ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: ITB 10-001-26 Plant Materials Center – Seed House Addition

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

### Operation of Alaska Bidder Preference

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

### Instructions regarding Alaska Bidder Preference

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

### Alaska Bidder Certification

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

- (A) Holds a current Alaska business license;
- (B) Is submitting a bid or proposal for goods, services, or construction under the name appearing on the bidder's current Alaska business license;
- (C) Has maintained a place of business in the State staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the proposal;
- (D) Is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company organized under AS 10.50 and all members are residents of the State, or is a partnership under former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the State; and
- (E) If a joint venture, is composed entirely of ventures that qualify under the four preceding paragraphs of this Alaska Bidder Certification.

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

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

\_\_\_\_\_  
Date

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

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

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



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

## ALASKA VETERAN PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number ITB 10-001-26 Plant Materials Center – Seed House Addition

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 \$5,000.00.

### Instructions regarding Alaska Veteran Preference

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

### Alaska Veteran Certification

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

I hereby represent to the Department that:

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

### Qualifying Entity Veteran Certification

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

**(Check the appropriate box)**

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

### Alaska Bidder Certification

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



## **Scope of Work**

### **Invitation to Bid 10-001-26**

### **Plant Materials Center (PMC) – Seed House Addition**

### **Palmer, Alaska**

#### **Scope of Work**

The Department of Natural Resources (DNR), Agriculture requires a qualified contractor to build a 12x60 addition onto the existing seed house at the Plant Materials Center. The 12x60 addition will need to have a mechanical room, office, bathroom, and tool room. The Mechanical room section will need to be completed first so that electrical, heating, and other needed mechanical equipment can be installed during the seed cleaning line build. The successful contractor shall build the addition in accordance with the attached 100% Final Construction Drawings. Also attached is geotechnical report dated June 26, 2025.

#### **Project Location**

5310 S. Bodenburg Spur, Palmer, Alaska

#### **Worksite Inspection**

Potential bidders are encouraged to visit the worksite so they can see the conditions and areas under which the work described will be performed. Bidder's failure to visit the worksite will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this Invitation to Bid. The worksite may be inspected by contacting Casey Dinkel at 1 (907) 745-8108 and/or email at [casey.dinkel@alaska.gov](mailto:casey.dinkel@alaska.gov).

#### **Project Completion Deadline**

This project must be completed no later than **November 30, 2025**. The Contractor is responsible for notifying the DNR 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 DNR 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, transportation, lodging, and per-diem 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 Invitation to Bids during the life of the contract.

#### **Mobilization and Demobilization**

Mobilization and demobilization costs must be included in the bid prices offered for this Invitation to Bids.

#### **Problems and/or Discrepancies**

If at any time contract operations do not meet DNR 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 DNR. Failure to correct operational problems in a timely manner will result in the termination of the Contractor on the project. DNR 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 DNR Project Manager or Designee regarding performance of this contract.

#### **Contract Scheduling**

Contractor will be required to submit an operating plan to the DNR 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. The work schedule under this contract will be included in the operating plan and approved by the DNR Project Manager or Designee.

#### **Subcontractors**

A list of subcontractors must be provided along with the bidder's bid.

#### **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 DNR Project Manager or Designee to conduct the pre-construction meeting.

**Contract Cost**

The value of a contract resulting from this Invitation to Bids shall not exceed **\$200,000.00** unless approved in writing by the DNR Project Manager or Designee and a written change order to the contract issued by the Procurement Specialist.

The State is a government entity, and it is understood and agreed that the State's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of a contract is contingent upon Legislative appropriation. The State reserves the right to terminate the contract in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom.

**Bid Bond, Payment Bond, Performance Bond**

A bid guaranty is required with the bid in the amount of 5% of the amount bid (alternate bid items as well as supplemental bid items appearing on the Bid Schedule shall be included as part of the total amount bid when determining the amount of bid guaranty required for the project.)

The apparent successful bidder must furnish a payment bond in the amount of 100% of the contract and a performance bond in the amount of 100% of the contract as security conditioned for the full, complete and faithful performance of the contract. The apparent successful bidder must execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Procurement Specialist, after receiving notification of the acceptance of their bid.

**Method of Award**

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

**Invitation to Bid – Deadline for Receipt of Questions**

Questions regarding this Invitation to Bid shall be sent to [christopher.brooks@alaska.gov](mailto:christopher.brooks@alaska.gov). The deadline for submission of questions is no later than **2:00 PM** Alaska Time on **July 24, 2025**.

**Invitation to Bid – Deadline for Receipt of Bids**

Bids shall be sent to [shawn.olsen@alaska.gov](mailto:shawn.olsen@alaska.gov). The deadline for submission of bids is no later than **2:00 PM** Alaska Time on **July 31, 2025**. Bids received after this deadline shall be deemed non-responsive.

### **Contract Administration**

Contract administration for issuing any written change orders to a contract resulting from this Invitation to Bid will be the responsibility of the DNR Procurement Specialist. The DNR Procurement Specialist may be contacted by email at [shawn.olsen@alaska.gov](mailto:shawn.olsen@alaska.gov). Only the Procurement Specialist has full authority to alter, amend, or change a contract resulting from this Invitation to Bid.

Day-to-day contract administration is the responsibility of the DNR Project Manager, Casey Dinkel, or Designee. Casey Dinkel may be contacted by phone at 1 (907) 745-8108 and/or by email at [casey.dinkel@alaska.gov](mailto:casey.dinkel@alaska.gov). Neither Casey Dinkel nor Designee can substantially change or alter a contract resulting from this Invitation to Bid.

### **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 DNR Project Manager or Designee, responsible for coordinating this project. DNR may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. DNR 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 DNR to terminate the contract. In this event, DNR 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 DNR Project Manager or Designee will provide the Contractor with 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 DNR has secured any required approvals necessary for the change order and issued a written change order.

### **Termination for Cause**

The occurrence of any of the following events shall be an event of default under the contract and cause for termination:

- A material breach of any term or condition of the contract.
- Any representation or warranty by Contractor in its bid that proves to be untrue or materially misleading.
- Any default or non-compliance as otherwise specified in the contract.

DNR may terminate the contract if DNR provides the Contractor with written notice of default and the Contractor has failed to cure the default within 30 calendar days. If DNR terminates the contract for default, DNR reserves the right to take any action it may deem necessary including, without limitation:

- Exercise any remedy provided by law or equity.
- Withhold payment until the default is remedied.
- Offset of damages against payment due.

#### **Termination for Convenience**

DNR may terminate the contract at its convenience, in whole or in part, by providing the Contractor written notice 30 calendar days prior to termination of the contract.

If DNR terminates the contract for convenience, DNR is liable only for payment in accordance with the payment provisions of this contract for goods or services provided before the effective date of termination.

#### **Effect of Termination**

Upon termination by DNR, the Contractor shall:

- Stop work as directed by DNR. Place no further orders or requests of subcontractors, if any, for goods or services;
- Take actions necessary, or that DNR may direct, for the protection and preservation of the goods or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the termination notice;
- Deliver or otherwise make available to DNR all data, reports, estimates, confidential information, summaries and such other information and materials, as may have been accumulated by the Contractor in performing the contract, whether completed or in process.

#### **Payment of Work**

Complete payment will be made 1) upon completion of the project to the satisfaction of the DNR 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 DNR.

**DNR Invoice Recipient**

Contractor shall send invoices to:

Attn: Casey Dinkel

5310 S. Bodenburg Spur

Palmer, Alaska 99645

Phone: 1 (907) 745-8108

E-mail: [casey.dinkel@alaska.gov](mailto:casey.dinkel@alaska.gov) and Copy (Cc) [angie.droese@alaska.gov](mailto:angie.droese@alaska.gov).

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

**DNR Project Manager**

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

Attn: Casey Dinkel

5310 S. Bodenburg Spur

Palmer, Alaska 99645

Phone: 1 (907) 745-8108

Email: [casey.dinkel@alaska.gov](mailto:casey.dinkel@alaska.gov)



## BID SCHEDULE

STATE OF ALASKA – DEPARTMENT OF NATURAL RESOURCES

Project Number: 10-001-26

Project Name: Plant Materials Center – Seed House Addition

The Bidder shall insert, as called for, a lump sum price in figures opposite each pay item as it appears on the bid schedule. A lump sum price is not to be entered or tendered for any pay item not appearing in the bid schedule.

Conditioned or qualified bids or a bidder's failure to provide pricing for the Basic Bid will be considered non-responsive.

The bidder shall insert a bid price for the pay item listed below. Type or print legibly.

Pay Item Number	Pay Item Description	Pay Unit	Quantity	Bid Price
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### BASIC BID

1A	Plant Materials Center – Seed House Addition - See Scope of Work	LS	ALL REQ'D	\$
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#### Total Bid Price of Basic Bid 1A:

\$\_\_\_\_\_.

Written Amount: \_\_\_\_\_ DOLLARS

**Company Name:**

Authorized Representative's Printed Name:

Authorized Representative's Signature:

Date Bid Schedule Signed:



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

## CONSTRUCTION CONTRACT

**ITB No. 10-001-26 Plant Materials Center – Seed House Addition**

**Project Number and Name**

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, herein called the Department, acting by and through its Contracting Officer, and

**Company Name**

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

a/an ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Corporation incorporated under the laws of the State of \_\_\_\_\_ its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: **November 30, 2025.**



The bonds given by the Contractor in the sum of \$ \_\_\_\_\_ Payment Bond, and \$ \_\_\_\_\_ Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

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**CONTRACTOR**

---

**Company Name**

---

**Signature of Authorized Company Representative**

---

**Typed Name and Title**

---

**Email Address**

---

**Date**

(Corporate Seal)

---

**STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES**

---

**Signature of Contracting Officer**

**Date**

---

**Typed Name**



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

**PAYMENT BOND**

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

For

**ITB 10-001-26 Plant Materials Center – Seed House Addition**

**Project Number and Name**

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_

of \_\_\_\_\_ as Principal,

and \_\_\_\_\_

of \_\_\_\_\_ as Surety,

firmly bound and held unto the State of Alaska in the penal sum of \_\_\_\_\_

Dollars

(\$ \_\_\_\_\_) good and lawful money of the United States of America for the payment whereof,

well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

**Phone: (     )** \_\_\_\_\_

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

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

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

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

**Phone: (     )** \_\_\_\_\_

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

\_\_\_\_\_  
**Alaska Department of Natural Resources Authorized Representative**

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

## **INSTRUCTIONS**

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



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

**PERFORMANCE BOND**

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

For

**ITB 10-001-26 Plant Materials Center – Seed House Addition**

**Project Number and Name**

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,

firmly bound and held unto the State of Alaska in the penal sum of \_\_\_\_\_ Dollars

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

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

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

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

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

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

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

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

**Phone: (    )** \_\_\_\_\_

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

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

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

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

**Phone: (    )** \_\_\_\_\_

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

\_\_\_\_\_  
**Alaska Department of Natural Resources Authorized Representative**

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

## **INSTRUCTIONS**

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



STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

**BID BOND**

For

ITB 10-001-26 Plant Materials Center – Seed House Addition

**Project Number and Name**

DATE BOND EXECUTED: \_\_\_\_\_

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

<b>A.</b>	<b>B.</b>	<b>C.</b>
PENAL SUM OF BOND:		DATE OF BID:

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on the above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefor, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

**PRINCIPAL**

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.
See Instructions on Reverse			Corporate Seal

**CORPORATE SURETY(IES)**

<b>Surety A</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

<b>Surety B</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

<b>Surety C</b>	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

**INSTRUCTIONS**

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which it is incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.





**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).

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Typed Name and Title of Certification Official

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Signature

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Date