

STATE OF ALASKA
DEPARTMENT OF FAMILY AND
COMMUNITY SERVICES
INVITATION FOR QUOTES (IFQ)



KETCHIKAN PIONEER HOME COURTYARD CONCRETE
IFQ # 25-N1056C
CONSTRUCTION PROJECT

ISSUED AUGUST 12, 2025

The state of Alaska, Department of Family and Community Services is seeking quotes to provide all labor, supervision, materials and permits to remove and replace the concrete patio at the Ketchikan Pioneer home.

A pre-bid walk through is scheduled for Thursday August 21, 2025 at 1:00 P.M. Meet in the main lobby entrance located at 141 Bryant Street Ketchikan, AK 99901

Quotes must be received before 2:00 PM local time September 2, 2025, by EMAIL Only at fcs.facilities@alaska.gov prior to the date and time shown above. Offerors are responsible to assure timely delivery, and receipt of their bids. Offerors are cautioned that due to mailbox restrictions, we cannot receive bids over 20MB in size.

The project completion date is tentatively, October 30, 2025 if weather conditions allow. If weather conditions become an issue, then the project can start in the spring of 2026 and a completion date will be issued with an amendment to the contract.

Please direct all project or site related inquiries to Paul DiCarlo, Project Manager at (907) 465-3082 or paul.dicarlo@alaska.gov

Issued: August 12, 2025

KETCHIKAN PIONEER HOME COURTYARD CONCRETE

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REQUIRED DOCUMENTS

State Funded Contracts

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

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

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)**

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 Product Preference Certification (Form 25D-20)**
7. **Alaska Military Skills Preference Certification (Form 25D-21)**

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) or (Form 25D-10H), as applicable.**
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)**
6. **Bidder Registration (Form 25D-6) Bidders must register annually with the Civil Rights Office in order to be eligible for award.**



STATE OF ALASKA
DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
INVITATION FOR QUOTES FOR (IFQ)
A SMALL PROCUREMENT
(CONSTRUCTION RELATED)
per AS 36.30.320(a)

Project Name & No.: <u>Ketchikan Pioneer Home Courtyard Concrete</u>		Procurement Agency and Address: <u>Department of Family and Community Services</u>	
Location: <u>141 Bryant Street,</u>		<u>240 Main Street Suite 600</u>	
<u>Ketchikan, Alaska</u>		<u>Juneau, Alaska 99801</u>	
<u>99901</u>			
Procurement Officer: <u>Paul DiCarlo</u>		Date of Issuance: <u>August 12, 2025</u>	
DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS: The State of Alaska, Department of Family and Community Services is seeking quotes to provide all labor, supervision, materials and permits to remove and replace the concrete patio at the Ketchikan Pioneer home			
The Project cost estimate is: <input type="checkbox"/> under \$10,000 <input type="checkbox"/> \$10,000 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input checked="" 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 (25D-14), Payment Bond (SPC-005) Performance Bond (SPC-006) & are <input checked="" type="checkbox"/> are not <input 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>2:00PM</u> local time on the <u>2nd</u> day of <u>September</u> 2025. 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>Building Management Specialist</u> , at: <u>paul.dicarlo@alaska.gov</u>			
<u>Paul DiCarlo</u> , Telephone: <u>(907) 465-3082</u> ; Fax: <u>(907) N/A</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 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>		<u>Procurement Agency Address:</u>	
Name:	<u>Ketchikan Pioneer Home Courtyard Concrete</u>	Department of Family and Community Services	
Number:	<u>25-N0980C</u>	<u>240 Main Street Suite 600</u>	
Attn:	<u>Paul DiCarlo</u>	<u>Juneau, Alaska 99801</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).

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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.

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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.

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STATE OF ALASKA
DEPARTMENT OF FAMILY & COMMUNITY SERVICES
FMS FACILITIES
SMALL PROCUREMENT QUOTE SUBMITTAL
(CONSTRUCTION RELATED)
[per AS 36.30.320(a)]

Project Name & No.: <u>Ketchikan Pioneer Home Courtyard Concrete</u> <u>25-1056C</u>	Procurement Agency and Address: <u>State of Alaska, DFCS/FMS Facilities</u> <u>240 Main Street</u> <u>Juneau, AK 99801</u> <u>(907) 269-7812 / Fax: (907) 334-2689</u> paul.dicarlo@alaska.gov
Location: <u>141 Bryant St. Ketchikan, Alaska 99901</u>	Date of Issuance: August 12, 2025 Bid is Due: September 2, 2025 @ 2:00 pm
Contracting Officer: Eric Walters, FMS/Facility Manager II	
QUOTE: Offerors must read all attachments to this schedule. Provide all labor, supervision, materials and permits to remove and replace the concrete patio at the Ketchikan Pioneer home.	
<div style="display: flex; justify-content: space-between;"><div style="width: 45%;">a. Lump Sum – Total Basic Bid:</div><div style="width: 50%;">\$ _____</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;">b. Alaska Bidder's Preference: (5% of a.)</div><div style="width: 50%;">\$ _____</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;">c. Alaska Veterans Preference: (5% of a.)</div><div style="width: 50%;">\$ _____</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;">d. Alaska Products Preference: (Attach worksheet(s))</div><div style="width: 50%;">\$ _____</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;">e. Adjusted Basic Bid: (a – b – c – d)</div><div style="width: 50%;">\$ _____</div></div> <p style="margin-top: 20px;">I have reviewed the bid documents, with addenda _____, and understand the scope of services and conditions required for Project number <u>25-N1056C</u>. I agree to furnish all necessary labor, materials, and equipment for the above amount(s). The Work shall be accomplished in a professional manner acceptable to the Procurement Officer.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 55%;">Contractor _____</div><div style="width: 40%;">Contractor Reg. No. _____</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 55%;">Authorized Signature _____</div><div style="width: 40%;">Title _____</div></div> <div style="margin-top: 10px;">Address _____</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 30%;">Business License # _____</div><div style="width: 30%;">EIN or SSN _____</div><div style="width: 30%;">Phone # _____</div></div> <div style="margin-top: 10px;">Offeror is Claiming: <input type="checkbox"/> Alaska Bidder Preference <input type="checkbox"/> Alaska Products Pref. (worksheet) <input type="checkbox"/> Alaska Veteran Preference</div>	
<div style="display: flex; justify-content: space-between; align-items: center;"><div>.....</div><div>Procurement Officer: _____</div></div> <div style="margin-top: 10px;">Date of Receipt of Bid: _____</div>	

Offeror to Complete this Portion

Scope of Work

Project Description:

Remove and replace the courtyard concrete patio area at the Ketchikan Pioneer Home.

Project constraints and limitations:

The contractor shall coordinate and assist the Ketchikan Pioneer Home (KPH) Maintenance Foreman to maximize pedestrian traffic flow and minimize disruption. The contractor must erect sufficient barriers and signage to minimize risk to elderly residents, staff, preschoolers, public traffic, and keep all foot traffic from entering the construction area throughout the project. Priority shall be given to concrete work in and adjacent to Pre-School, resident dining and resident rooms to minimize disruption. Days and hours for all work are to be completed Monday – Saturday from 7am to 5PM. The contractor must not disturb the circle landscaping bricks and connect the new concrete to the concrete next to the bricks.

- Contractors shall not destroy landscaping. Any damaged landscaping is to be repaired at the contractor's expense.
- Contractors will be responsible for keeping the work zone safe and redirecting all traffic by providing detours or alternate access as required by the facility.
- Contractors will need to coordinate parking with City and other entities.
- The contractor will have a Silica Plan as required.
- Pre-school traffic will need to be redirected by contractors.

Scope of work for 4-inch-thick sidewalks:

- Use ready-mix fiber reinforced concrete for all sidewalks with a minimum compressive strength of 4,000 psi mix at 28 days designed for maximum strength, durability, and longevity.
- Slope all concrete away from structures and to the existing drains at $\frac{1}{4}$ inch per foot (2%)

All concrete will be formed with 2" x 4" lumber. It is highly recommended to attend the pre-bid site visit on August 21, 2025 at 1:00PM to assess the job. There is approximately 2,000 square feet of concrete to remove and replace.

Site Preparation

- Remove existing concrete.
- Excavate the area to the required depth to accommodate the concrete slab and base material.

- Remove all debris, vegetation, and loose material from the subgrade.
- Compact the subgrade soil to a firm and stable condition using mechanical compaction equipment.
- Install a 3-4-inch-thick layer of crushed gravel or stone base, compacted to at least 95% Proctor density, to provide a stable, well-drained foundation.
- Use #3 or #4 rebar dowels in all areas where new concrete will join up with existing concrete.
- The end of the circle that butts up to the grass area will be squared off and go all the way to the building. Verify this area with the maintenance foreman during the site visit.
- The contractor must protect the building, windows, doors in the entire construction area with plastic or tarps.
- The contractor must coordinate with the maintenance personnel to make sure the blue doors that exit out of the building to the construction area are locked and are not able to open during the project.

Concrete Placement:

- Place concrete on the prepared base, ensuring even distribution and consistent thickness of **4 inches**.
- Use proper tools and techniques to consolidate the concrete, eliminating voids and honeycombing.

Control Joints:

- Tool cut joints at intervals not that will best prevent cracking, cutting to a minimum depth of 1 inch ($\frac{1}{4}$ of slab thickness).
- Provide asphalt fiber board expansion joints of $\frac{1}{2}$ inch thickness at intersections with other structures.

Finishing:

- Float and finish the surface to a smooth, level condition.
- Apply a broom finish adequate for slip resistance in opposite direction of foot traffic.
- Tool edges to minimize cracking and improve aesthetics.

Cleanup and Protection:

- Remove all formwork and debris from the site.
- Protect the newly poured concrete from traffic, weather, and other disturbances until it reaches adequate strength.
- Provide signage or barriers to prevent foot traffic on the slab during curing.



STATE OF ALASKA
DEPARTMENT OF FAMILY & COMMUNITY SERVICES
NOTICE OF AWARD (NOA)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)
(per AS 36.30.320)

Project Name: Ketchikan Pioneer Home Courtyard Concrete Project No: 25-N1056C Location: 141 Bryant Street Ketchikan, AK 99901	Procurement Agency and Address: Department of Family & Community Services FMS Facilities 240 Main Street Juneau, AK 99801 paul.dicarlo@alaska.gov
Contracting _____ Officer's Signature: Eric Walters, Facilities Manager II	Date of Issuance:

TO: _____ _____ _____	FOR: Work related to Basic Bid of: 25-N1056C , including the basic quote and alternate quote item(s): _____	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><th colspan="2" style="text-align: left; padding: 2px;">The Contractor Must Submit:</th></tr><tr><td style="padding: 2px;">Insurance*</td><td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td></tr><tr><td style="padding: 2px;">Bonding*</td><td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td></tr><tr><td style="padding: 2px;">Certified Wages*</td><td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td></tr><tr><td style="padding: 2px;">Dept. of Labor (Notice of Work</td><td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td></tr><tr><td style="padding: 2px;">Subcontractor List*</td><td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td></tr></table>	The Contractor Must Submit:		Insurance*	<input checked="" type="checkbox"/>	Bonding*	<input checked="" type="checkbox"/>	Certified Wages*	<input checked="" type="checkbox"/>	Dept. of Labor (Notice of Work	<input checked="" type="checkbox"/>	Subcontractor List*	<input checked="" type="checkbox"/>
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** **Bonding** - If the contract bid amount exceeds \$100,000, Performance & Payment Bonds will be required for 100% of bid amount.*

*** **Certified Wages** – Contracts over \$25,000 require bi-weekly Certified Payroll be submitted to the Dept. of Labor (see Special Instructions to Bidders form)*

**** **Subcontractor List** – Contractor will be required to submit a Subcontractor list if they are utilized*

Your quote in the amount of \$_____ submitted on _____, is accepted for performance of the Work described in the attached Invitation for Quotes (Form SPC-001), and the quote as submitted on the *Small Procurement Quote Submittal* (Form SPC-002), which are a part of this Contract.

The Contractor must sign, date, and return this document by **EMAIL ONLY** to: paul.dicarlo@alaska.gov . The Procurement Officer will then sign and return a copy to the Contractor, and the Award will be deemed made.

The Work of this contract may not commence until the Notice to Proceed (NTP) is issued.

Contractor's Signature of Contract Award Acceptance: _____	Date : _____
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NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 25,000

In accordance with the protest rights afforded under 2 AAC 12.400(d)(2)(B) & (3), a copy of this Notice of Award is hereby provided to those individuals and businesses who submitted a response to the initial solicitation on which this award is made.



STATE OF ALASKA
DEPARTMENT OF FAMILY & COMMUNITY SERVICES
NOTICE OF AWARD (NOA)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)
GENERAL CONDITIONS
(Construction Procurement under AS 36.30.320)

These terms, conditions and requirements apply to the Contract Documents describing the Work for the Project. If any provision of these Contract Documents is declared by a court to be illegal or in conflict with any law, the validity of the remaining provisions and the ensuing rights and obligations of the Parties to the contract shall not be affected.

Whenever used in these Contract Documents, the following terms shall have the indicated meaning. Any term not so defined shall have its ordinary meaning.

- **Approved or Approval** - means written approval by the Procurement Officer or authorized representative.
- **Award** - means the written acceptance of the lowest responsive and responsible quote by the Procurement Agency.
- **Contract Documents** - includes the *Invitation for Quotes for a Small Procurement*, Form SPC-001 (with Instructions - if issued), the *Notice of Award / Notice to Proceed*, Form SPC-003, any addenda, written changes, or attachments as noted in the description of the Work.
- **Procurement Officer** - the person authorized to enter into and administer the contract on behalf of the Procurement Agency.
- **Parties to the Contract** - includes the Procurement Agency, the owner Agency representing the State of Alaska, and the Contractor, being the entity contracting with the owner Agency for performance of the Work.
- **Project** - The total construction, of which the Work performed under the Contract, is the whole or part.
- **Project Manager** - the Procurement Officer's authorized representative, responsible for Contract administration.
- **Work** - is the act of, and the result from, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents.

1. The Procurement Officer (or authorized representative) has the authority to make findings, determinations and decisions with respect to the contract; to Approve materials, Work and payment therefore; and to modify or terminate the contract on behalf of the Procurement Agency.
2. The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related to the Project. The Contractor shall conduct all Work in such a manner that protects the public and State resources.
3. The Contractor must comply with all applicable laws, regulations, codes, ordinances and written directives issued by the Procurement Officer. In addition, the Contractor must obtain applicable licenses and permits; provide supervision, labor, tools, and new materials (except as may otherwise be provided by the Procurement Agency); and utilize Alaska Products and Wood Products when applicable (see AS 36.05.010 & AS 36.30.322). **Hazardous Materials:** The CONTRACTOR is to be aware under 29 CFR 1926.1101(k)(2)(ii) Construction Industry Standards, any building or facility constructed prior to 1980 may contain suspected Hazardous Materials. All known or perceived known Hazardous Materials information will be provided by the DEPARTMENT's facility staff to the CONTRACTOR upon request. Any new suspected Hazardous Materials encountered by the CONTRACTOR shall be made known to the DEPARTMENT within 3 business days of discovery. Once notified the DEPARTMENT will have an Environmental Assessment completed to verify if hazardous materials exist.
4. The Contractor shall not award Work to any subcontractor without prior Approval from the Procurement Officer.
5. The Procurement Agency reserves the right to make written changes to the Contract Documents for modifications within the general scope of the Work.
6. Any act or occurrence be it a result of an emergency, differing site condition or change order, which may form the basis of a claim for a price or time adjustment must be reported immediately to the Procurement Officer.
7. **The Department of Labor and Workforce Development, Wage and Hour Administration, must be notified in accordance with AS 36.05.010 and AS 36.05.030 if the resulting contract for repairs or construction exceeds \$25,000.** The Contractor must comply with the requirements noted within the Department of Labor packet entitled, "Laborers' & Mechanics' Minimum Rates of Pay." To obtain a copy of the referenced packet, contact the Procurement Agency or the Department of Labor.
8. The primary contractor working on public construction projects with an amount of \$25,000 or more must file a Notice of Work and pay a one percent fee based on the estimated value of work performed by the prime contractor and one percent of the value of each subcontractor's price, to the Department of Labor and Workforce Development, Wage and Hour Administration (DOLWD) - The maximum fee is \$5,000.00. The notice and fees must be filed with the DOLWD before work commences on the project.

Upon completing the construction project, the primary contractor must file a Notice of Completion (NOC) and make payment of any additional fees due to increases in the contract amounts due the primary contractor. Contractor must file the Notice of Work and Notice of Completion online. Please call the Dept. of Labor for instructions and/or assistance in filing (<http://labor.alaska.gov/lss/whhome.htm>).

9. The Contractor shall indemnify, save harmless, and defend the Procurement Agency, its agents and its employees in accordance with Appendix B1. Furthermore, the Contractor shall, prior to the Award of the contract, provide proof of Workmen's Compensation, General Liability, and Automobile Insurance in amounts as applicable under Appendix B1. These coverages shall remain in force for the duration of the Contract.
10. The Contractor shall remedy all defects in materials or workmanship that develop within a period of one year from the date of final payment.
11. The Procurement Agency will make final payment to the Contractor following approval of completion of all Work and the Contractor's submittal of all releases, warranties, record documents, permits and invoices. Liens or other claims relating to the Project may be withheld from final payment if written notice is first given to the Contractor. Acceptance of the final payment will constitute the Contractor's waiver to future claims.
12. Any dispute arising out of this Contract, which cannot be satisfactorily remedied by the Parties to the Contract, shall be resolved under AS 36.30.620 - 699.

APPENDIX B¹

BONDS, INDEMNITY AND INSURANCE

Article 1. Bonds

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

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

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

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

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

Replacement of Bond and Surety:

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

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

Article 2. Indemnification

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

Article 3. Insurance

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

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

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

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

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

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



STATE OF ALASKA
DEPARTMENT OF FAMILY & COMMUNITY SERVICES
NOTICE TO PROCEED (NTP)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)
(per AS 36.30.320)

Project Name: Ketchikan Pioneer Home Courtyard Concrete Project No: 25-N1056C Location: 141 Bryant Street Ketchikan, Alaska 99901	Procurement Agency and Address: Department of Family & Community Services FMS Facilities 240 Main Street Juneau, AK 99801 paul.dicarlo@alaska.gov
Contracting _____ Officer's Signature: Eric Walters, DFCS Contracting Officer	Date of Issuance:

TO: _____ _____ _____	FOR: Work related to Basic Bid of: <u>25-N1056C</u> including the basic quote, and alternate quote item(s): _____	The Contractor Must Submit: Insurance Bonding* Certified Wages** Subcontractor List***
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You have successfully met the requirements for submitting all contract documents to the Procurement Agency and Dept. of Labor and Workforce Development related to the subject Project.

Upon receipt of this document, the Contractor may begin work on the subject project, in accordance with the terms of the contract. The Work of this contract must commence within 10 calendar days following the date of signature by the Procurement Officer, shown above (i.e., the effective date of the Contract) and all Work of the **Contract completion date is tentatively, October 30, 2025 if weather conditions allow. If weather conditions become an issue, then the project can start in the spring of 2026 and a completion date will be issued with an amendment to the contract.**

Send all invoices via email to: paul.dicarlo@alaska.gov

Contractor's Signature of Acknowledgment: _____ Date: _____

** **Bonding** - If contract bid amount exceeds \$100,000, Performance & Payment Bonds will be required for 100% of bid amount.*

*** **Certified Wages** – Contracts over \$25,000 require biweekly Certified Payroll be submitted to the Dept. of Labor (see Special Instructions to Bidders form)*

**** **Subcontractor List** – Contractor will be required to submit a Subcontractor list if they are utilized*

NOTICE TO BIDDERS

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

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

ALASKAN PREFERENCES

Alaska Bidders Preference

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

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

Alaska Veterans Preference

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

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

Alaska Products Preference

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

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

CONTRACT AWARD

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

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

ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: Ketchikan Pioneer Home Courtyard Concrete 25-N1056C

Bidder/Proposer (company name): _____

Operation of Alaska Bidder Preference

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

Instructions regarding Alaska Bidder Preference

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

Alaska Bidder Certification

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

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

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

By (signature)

Date

Printed name

Alaska Business License Number

Title:



STATE OF ALASKA
DEPARTMENT OF FAMILY & COMMUNITY SERVICES

ALASKA VETERAN'S PREFERENCE AFFIDAVIT

In response to the Invitation to Bid for: **Department of Family & Community Services**
Project Name and Number: **Ketchikan Pioneer Home Courtyard Concrete # 25-N1056C**

I certify under penalty of perjury that

_____ (Name) qualifies for the
Alaska Veteran's Preference under the following conditions:

(a) If a bidder qualifies under AS 36.30.170(b) as an Alaska bidder and is a qualifying entity, a five percent bid preference shall be applied to the bid price (preference may not exceed \$5,000). In this subsection, "qualifying entity" means a:

- (1) Sole proprietorship owned by an Alaska Veteran;
- (2) Partnership under AS 32.06 or AS 32.11 if a majority of the members are Alaska Veterans.
- (3) Limited Liability Company organized under AS 10.50 if a majority of the individuals are Alaska Veterans.

(b) To qualify for a preference under this section, a bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided, or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

(c) In this section, "Alaska Veteran" means an individual who is a:

- (1) Resident of this state; and
- (2) Veteran; means an individual who:

(A) Served in the:

- (i) Armed Forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from the service under a condition that was not dishonorable.

Authorized Signature

Printed Name

Date

STATE OF ALASKA
ALASKA PRODUCTS PREFERENCE WORKSHEET

Project Name and No: Ketchikan Pioneer Home Courtyard Concrete 25-N1056C

Bid Phase: _____ Contractor: _____

[illegible]

INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

Special Note:

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

BIDDERS INSTRUCTIONS:

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

B. **Form Completion - BASIC BIDS.**

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

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

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

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

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

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

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

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

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

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

C. **Forms Completion - ALTERNATE BIDS.**

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

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

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

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

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

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

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

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

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

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



STATE OF ALASKA
DEPARTMENT OF FACILITIES AND COMMUNITY SERVICES

**ALASKA MILITARY SKILLS PREFERENCE
CERTIFICATION**

In response to the advertised procurement for:

Project Name and Number Ketchikan Pioneer Home Courtyard Concrete 25-N1056C,

Bidder (Contractor) _____

Operation of Alaska Military Skills 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 two percent preference to the price in the bidder's proposal if the bidder meets three requirements.

The bidder must be:

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

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

Instructions regarding Alaska Military Skills Preference

A bidder that claims the Alaska Military Skills Preference must review and complete the "Alaska Military Skills Certification", the "Qualifying Entity Certification", and the "Alaska Bidder Certification". The individual that signs a certification shall include their 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 Military Skills Certification

(To be completed by individual(s) upon whom the bidder relies in claiming the Alaska Military Skills status. If bidder is a partnership, limited liability company, or corporation, then employee(s) who are claiming Alaska Military Skills must sign this Alaska Military Skills Certification for the Bidder to be eligible for this preference and provide proof of graduation of the qualifying employee(s) from an eligible program as described in AS 36.30.321).

I hereby represent to the Department that:

I have one or more employees who are currently enrolled in, or have graduated within the past two years from, a United States Department of Defense SkillBridge or United States Army Career Skills Program. These programs provide service members or their spouses with civilian work experience, industry training, pre-apprenticeships, registered apprenticeships, or internships during the final 180 days before separation or retirement from the military.

Alternatively, I maintain an active partnership with an entity that employs apprentices through a program as outlined in AS 36.30.321.

Additionally, I am a resident of Alaska, meaning I am physically present in the state with the intent to remain indefinitely and establish a permanent home here.

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 Military Skills Certification

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

(Check the appropriate box)

- ☐ employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army Career Skills Program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- ☐ has an active partnership with an entity that employs an apprentice through a program described in AS 36.30.321.
- ☐ proof of graduation of the qualifying employee(s) from an eligible program as described in AS 36.30.321.

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 Military Skills Preference, you must also submit an Alaska Bidder Certification, which the bidder can view, download, and print from the DOT&PF's Bid Express Proposal page.)

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

SUBCONTRACTOR LIST

Project Name and Number

Ketchikan Pioneer Home Courtyard Concrete 25-N1056C

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

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

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

Check as applicable: ☐ All work on the below-referenced project will be accomplished without subcontracts greater than ½ of 1% of the contract amount.
OR
☐ Subcontractor List is as follows:

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

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

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

Signature of Authorized Company Representative

Title

Company Name

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

Date

Phone Number

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



STATE OF ALASKA
DEPARTMENT OF FAMILY & COMMUNITY SERVICES

PAYMENT BOND

Bond No. _____

For Project Name and Number:

Ketchikan Pioneer Home Courtyard Concrete 25-N1056C

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 Family & Community 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 FAMILY & COMMUNITY SERVICES

PERFORMANCE BOND

Bond No. _____

For Project Name and Number:

Ketchikan Pioneer Home Courtyard Concrete 25-N1056C

KNOW ALL WHO SHALL SEE THESE PRESENTS:

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

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

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

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

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

Alaska Department of Family & Community Services 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 Administration
Substitute Form W-9

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

RETURN COMPLETED FORM TO:

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

DO NOT send to IRS

Taxpayer Identification Number (TIN) Verification

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

Print or Type

Please see attachment or reverse for complete instructions

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

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

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

Certification

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

Under penalties of perjury, I certify that:

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

Printed Name	Printed Title	Telephone Number
Signature	Date	Email Address

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

Legal Name

As registered with the Internal Revenue Service (IRS)

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

Business Name

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

Primary Address

Address where 1099 tax form should be mailed.

Remit Address

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

State of Alaska Vendor Number

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

Entity Designation

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

Taxpayer Identification Number

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

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

Change of Ownership or Entity Designation

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

Certification

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

Privacy Act Notice

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

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

What Name and Number to Give the Requester

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

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

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

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

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

Revised 09/29/2015

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

Exemptions

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

Exempt payee code

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

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

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

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

Exemption from FATCA reporting code

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

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

