



STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY

INVITATION TO BID
for Construction Contract

Date September 15, 2026

26SWS0820A | Rabinowitz Courthouse Bi-Directional Amplifier

Project Name and Number

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 October 6, 2025**. On that date, the Department will assemble, open, and then publicly announce the timely-received bids via Microsoft Teams at 2:30 PM, or as soon thereafter as practicable.

Location of Project: Rabinowitz (Fairbanks) Courthouse, Alaska

Contracting Officer: Kelly Pahlau

Issuing Office: Department of Public Safety, Administrative Services

State Funded ☒

Federal Aid ☐

Description of Work:

The design and installation, including all equipment, parts, and labor, for a bi-directional antenna at the Rabinowitz Courthouse in Fairbanks.

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

All work shall be completed in 90 Calendar Days after construction, and construction must begin no later than six months after award.

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 fifteen 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.

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:

Bid Schedule with Proposal Cover Sheet Alaska Bidder Preference Certification Alaska Product Preference Worksheet (if applicable)	State of Alaska Department of Public Safety
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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 must transmit its documentation to the Department at this email address: dps.das.solicitations@alaska.gov.

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

The following data may assist a bidder in preparing its bid:

This project involves the design, supply, installation, testing, and commissioning of a code-compliant Bi-Directional Amplifier (BDA) and Distributed Antenna System (DAS). The system is intended to improve the state's ALMR public safety radio service on all floors within the courthouse(s). This system must comply with ERCES requirements per the International Fire Code (IFC) Section 510 and/or NFPA 72/1221 standards, and local AHJ (Authority Having Jurisdiction) specifications. The AHJ in this case is the State of Alaska, Department of Public Safety.

Rabinowitz Courthouse

Address: 101 Lacey St. Fairbanks, AK 99701
Building Use Type: State Office Building & Courthouse
Construction Type: 5 Story Glass, Steel and Concrete Structure
Total Square Footage: >45,000 square feet
Number of Floors: 5

If a bidder has a question relating to design features, constructability, quantities, other technical aspects of the project, or the bidding procedures and requirements, they may direct their inquiry to:

Kelly Pahlau

Email: kelly.pahlau@alaska.gov Phone: (907) 269-8493

SCOPE OF WORK

The selected vendor shall:

- Conduct a pre-installation Radio Frequency (RF) signal strength survey to determine system need
- Design and engineer an Emergency Responder Communication Enhancement System (ERCES) solution per:
 - NFPA 1225 (2022)
 - IFC 510 (2021 or latest adopted edition)
 - Local Fire Marshal Requirements
 - FCC Part 90 regulations
- Coordinate with Project Manager for donor antenna frequency and alignment
- Provide and install:
 - Public Safety BDA unit (Class A) (VHF 136 to 174 MHz)
 - Donor antenna (rooftop)
 - Coaxial cable/fiber backbone (vendor discretion)
 - DAS (distributed antenna system) including passive and active components
 - NEMA 4/NEMA 4X-rated battery backup enclosure (24-hour minimum standby)
 - 8 Hour UPS Power Backup System
- BDA installation shall not interfere with or degrade the existing radio system
- Perform acceptance testing with the AHJ (Project Manager) and submit all As-Built documentation and signal test results to the state

The state shall obtain FCC licensing/permissions as required.

Background Checks:

All contractors will be required to pass a background check processed by the Department of Public Safety (DPS) for access to the courthouse, which may include after normal working hours access. Some individuals may appeal a background check denial through the procurement officer identified herein. The decision of the appeal process is final. The background check process may take a week or more to process. Only the individuals who have passed the background check investigation are permitted on site.

Construction Conditions:

Any construction stage that may create excessive noise and might interfere with court proceedings will need to be scheduled outside of normal hours. A local Court Services Officer Supervisor will be available to coordinate with to help determine if any construction stage will need to be completed outside of normal business hours.

All necessary steps shall be taken to minimize dust and noise pollution within the building. The Contractor shall remove all materials and equipment used in the completion of the project once acceptance testing is completed.

Subcontractors:

Subcontractors may be used to perform work under this contract. All subcontractor personnel working under this contract must complete and pass the same background check as the Contractor. Bidders utilizing subcontractors must return Form 25D-5 Subcontractor List for review and approval by the state with their bid packet.

STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY
INFORMATION TO BIDDERS

This Information to Bidders outlines requirements that a bidder must follow when submitting a bid. The Department will reject a noncompliant bid.

100.01 BIDDERS QUALIFICATIONS

A bidder shall:

Submit evidence of a valid Department of Commerce, Community, and Economic Development certificate of Contractor Registration (Contractor Registration), under AS 08.18, and submit evidence of a valid Alaska Business License prior to award; and

When requested, submit a completed Contractor's Questionnaire (Form 25D-8) stating previous experience in performing comparable work, business and technical organization, financial resources, and equipment available to be used in performing the work.

Before a bid is considered for award, the bidder may be requested by the Department to submit a statement of facts, in detail, as to his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the contemplated work.

100.02 CONTENTS OF BID PACKAGE

Upon request, the Department will furnish prospective bidders with a bid package, at the price stated in the Invitation To Bid.

The bid package includes the following:

- 1) Location and description of the project;
- 2) Time in which the work must be completed;
- 3) Amount of the bid guaranty;
- 4) Date, time, and place when bids are due;
- 5 Plans and specifications; and
- 6) Bid forms.

Unless otherwise stated in the bid package, the Plans, Contract Provisions and Specifications, Standard Modifications, Special Provisions, permits, forms and any other documents designated in the bid package are considered a part of the bid whether attached or not.

100.03 EXAMINATION OF CONTRACT REQUIREMENTS

Bidders are responsible for carefully examining the plans, specifications and all other documents incorporated in the contract to determine the requirements thereof before preparing bids.

Any explanation desired by bidders regarding the meaning or interpretation of drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and its receipt by the bidder shall be acknowledged.

100.04 CONDITIONS AT SITE OF WORK

Bidders are responsible for visiting the site to ascertain pertinent local conditions such as the location, accessibility and character of the site, labor conditions, the character and extent of the existing work within or adjacent thereto, and any other work being performed thereon.

100.05 PREPARATION OF BIDS

- A. A bidder shall prepare its bid using the Department provided bid forms or legible copies of the Department's forms.

The bid must be signed in ink by the person or persons authorized to sign the Contract for the bidder. If a bidder is a corporation, the bid must be signed by a corporate officer or agent with authority to bind the corporation. If a bidder is a partnership, a partner must sign. If the bidder is a joint venture, each principal member must sign. If a bidder is a sole proprietorship, the owner must sign. Each person signing the bid must initial any changes made to entries on the bid forms.

- B. The bid schedule contains empty space(s) that call for the bidder to enter its proposed price for each corresponding item which may include unit price or lump sum items and alternative, optional or supplemental price schedules or a combination thereof which will result in a total bid amount for the proposed construction.
- C. The bidder shall specify the price or prices bid in figures. On unit price contracts the bidder shall also show the products of the respective unit prices and quantities written in figures in the column provided for the purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the figures shall be in ink or typed.
- D. Neither conditional nor alternative bids will be considered unless called for.

100.06 BID SECURITY

All bids shall be accompanied by a bid security in the amount specified on the Invitation to Bid. The bid security shall be unconditionally payable to the State of Alaska and shall be in the form of an acceptable Bid Bond (Form 25D-14) , or a certified check, a cashier's check or a money order made payable to the State of Alaska.

The surety of a Bid Bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. A legible power of attorney shall be included with each Bid Bond (Form 25D-14).

A Bid Bond must be accompanied by a legible Power of Attorney.

An individual surety will not be accepted as a bid security.

100.07 ADDENDA REQUIREMENTS

The Department will issue addenda if it determines, in its discretion, that clarifications or changes to the Contract documents or bid due date are needed. The Department may send addenda by any reasonable method such as fax, email, or may post the addenda on its website or online bidding service. Unless picked up in person or included with the bid documents, addenda or notice that an addendum has been issued will be addressed to the individual or company to whom bidding documents were issued and sent to the email address or fax number on the plan holders' list. Notwithstanding the Department's efforts to distribute addenda, bidders are responsible for ensuring that they have received all addenda affecting the Invitation To Bid. Bidders must acknowledge all addenda on the Bid Forms, by fax, or by email before the deadline stated in the Invitation to Bid.

100.08 DELIVERY OF BIDS

Bids shall be submitted in a sealed envelope. When bids are submitted in a sealed envelope, the envelope shall clearly indicate its contents and the address of the Department's designated contracts office, as specified on the Invitation to Bid. Bids for other work may not be included in the envelope. Emailed or faxed bids will not be considered, unless specifically called for in the Invitation to Bid.

100.09 WITHDRAWAL OR REVISION OF BIDS

Bids may be withdrawn or revised in writing delivered by mail, fax, or email, provided that the Department's designated office receives the withdrawal or revision before the deadline stated in the Invitation To Bid. Withdrawal requests must be signed and submitted by the bidder's duly appointed representative who is legally authorized to bind the bidder. Revisions shall include both the modification of the unit bid price and the total modification of each item modified but shall not reveal the amount of the total original or revised bids.

100.010 PROTEST OF INVITATION TO BID

An interested party, as defined in AS 36.30.699, may protest an Invitation to Bid before the bid opening in accordance with AS 36.30.560 and AS 36.30.565. The interested party must submit a protest to the Contracting Officer.

100.011 RECEIPT AND OPENING OF BIDS

The Department will only consider bids, revisions, and withdrawals received before the deadline stated in the Invitation to Bid.

The Department will assemble, open, and publicly announce bids at the time and place indicated in the Invitation to Bid, or as soon thereafter as practicable. The Department is not responsible for prematurely opening or for failing to open bids that are improperly addressed or identified.

100.012 NONRESPONSIVE BIDS

1. A bid shall be rejected as nonresponsive if it:
 - a. Is not properly signed by an authorized representative of the bidder and in a legally binding manner;
 - b. Contains unauthorized additions, conditional or alternative bids, or other irregularities that make the bid incomplete, indefinite, or ambiguous;
 - c. Includes a reservation of the right to accept or reject any award, or to enter into a contract pursuant to an award,
 - d. Fails to include an acceptable bid guaranty with the bid;
 - e. Is materially unbalanced; or
 - f. Fails to meet any other material requirement of the Invitation To Bid.
2. A bid may be rejected as nonresponsive, in the Department's discretion, if it:
 - a. Is not typed or completed in ink;
 - b. Fails to include an acknowledgement of receipt of each addendum by assigned number and date of issue; or
 - c. Is missing a bid price for any pay item, except when alternate pay items are authorized.

100.013 BIDDERS INTERESTED IN MORE THAN ONE BID

A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

100.014 ELECTRONIC MAIL

Within its submitted bid, a bidder must include a current electronic mail (email) address of bidder's representative who possesses authority to receive, process, and respond to Department emails regarding the advertised project.

The Department may send notices and information to a bidder by using the furnished email address of the bidder's authorized representative.

A bidder shall notify the Department if the bidder requests the Department to send email notices or information to an address different from the email address initially provided in its bid forms. The bidder shall notify the Department of such change by sending a request in writing to the Contract's point of contact identified on the Invitation to Bid that is signed by a representative who is authorized and empowered to legally bind the bidder.

Delivery of an email sent by the Department is complete upon receipt in the addressee's email account. An email sent after 4:30 pm shall be deemed to have occurred at the opening of business on the next working day.

If needed, the Department may demonstrate proof of email delivery by affidavit or certification that includes the following:

1. The date and time that the Department sent the email message;
2. The email address from which the Department sent the message;
3. The name and email address to which the Department sent the message;
4. A statement that the Department sent the email message and that the person signing the affidavit or certification believes the transmission to have been complete and without error; and
5. An attached copy of the subject email.

100.015 CONSIDERATION OF BIDS

Until the Award, the Department may reject any or all bids, waive minor informalities or advertise for new bids without liability to any bidder if the Department, in its discretion, determines that to do so is in the best interests of the State.

A bidder may request withdrawal of a bid after opening and before the Award only in accordance with AS 36.30.160(b) and State procurement regulations. The bidder must submit the request to the Contracting Officer.

An interested party, as defined in AS 36.30.699, may protest a proposed Award of contract as per AS 36.30.560 and AS 36.30.565. The bidder must submit the protest to the Contracting Officer.

WHOLLY STATE-FUNDED PROJECTS. On wholly state-funded projects, determination of the low bidder will include bidder preferences as required under AS 36.30.321, according to subsections 1-3 below. Alaska Bidder Preference, Alaska Veteran Preference, and Alaska Product Preference are not applicable on projects with federal funding.

1. Alaska Bidder Preference: A bidder claiming this preference shall provide with their bid an Alaska Bidder Preference Certification, certifying they qualify as an Alaska bidder eligible for Alaska Bidder Preference according to AS 36.30.

If the bidder qualifies as an Alaska bidder, a five percent (5%) preference will be applied to the price of the bid. "Alaska bidder" means a person who:

- a. holds a current Alaska business license;
- b. submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license;

- c. has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
 - 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 (a) through (d), above.
2. Alaska Veteran Preference: A bidder claiming this preference shall provide an Alaska Veteran Preference Certification, certifying they qualify as an Alaska bidder eligible for Alaska Veteran preference according to AS 36.30.

If a bidder qualifies as an Alaska bidder and is a qualifying entity, an Alaska Veteran Preference of 5 percent shall be applied to the bid price. The preference may not exceed \$5,000 (AS 36.30.321). A “qualifying entity” means a:

- a. sole proprietorship owned by an Alaska veteran;
- b. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

A preference under this section is in addition to any other preference for which the bidder qualifies.

To qualify for this preference, the 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.

An Alaska veteran is a resident of Alaska who:

- 1) served in the Armed forces of the United States, including a reserve unit of the United States armed forces; or the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
 - 2) was separated from service under a condition that was not dishonorable.
3. Alaska Product Preference: A bidder claiming this preference shall complete and sign the Alaska Product Preference Worksheet, according to the worksheet instructions, and submit the completed worksheet with their bid.

Except for timber, lumber and manufactured lumber products used in the construction project under AS 36.30.322(b), an Alaska products preference will be given as required under AS 36.30.326 - 36.30.332 when the bidder designates the use of Alaska products.

If the successful bidder/contractor proposes to use an Alaska product and does not do so, a penalty will be assessed against the successful bidder/contractor according to AS 36.30.330(a).

Each Alaska product declared on the Alaska Product Preference Worksheet must have an "Approval" date on the Alaska Product Preference Program List, that is on or before the bid opening date for this contract, and that does not expire before the bid opening date for this contract.

100.016 RESPONSIBILITY OF BIDDERS

The Department may find a bidder is nonresponsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

1. Evidence of bid rigging or collusion;
2. Fraud or dishonesty in the performance of previous contracts;
3. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
4. Unsatisfactory performance on previous or current contracts;
5. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;
6. Uncompleted work that, in the judgment of the Department, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
7. Failure to reimburse the State for monies owed on any previous contracts;
8. Default under previous contracts;
9. Failure to submit evidence of registration and licensing;
10. Failure to comply with any qualification requirements of the Department;
11. Engaging in any activity that constitutes a cause for debarment or suspension under the State Procurement Code (AS 36.30) or submitting a bid during a period of debarment;
12. Failure to satisfy the responsibility standards set out in state regulations;
13. Lack of skill, ability, financial resources, or equipment required to perform the contract;
or
14. Lack of legal capacity to contract.

Nothing contained in this section deprives the Department of its discretion in determining the lowest responsible bidder.

100.017 SUBCONTRACTOR LIST

The apparent low bidder shall submit a completed Subcontractor List, Form 25D-5, within five working days following receipt of written notification by the Department that it is the low bidder.

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed will be declared nonresponsible and may be required to forfeit the bid security. The Department will then consider the next lowest bidder for award of the Contract.

If a bidder fails to list a subcontractor, or lists more than one subcontractor for the same portion of work, and the value of that work is in excess of one-half of one percent of the total bid amount, the bidder agrees to perform that portion of work without a subcontractor and represents that it is qualified to perform that work.

A bidder who lists as a subcontractor another contractor who, in turn, sublets the majority of the work required under the Contract, violates this subsection.

A bidder or Contractor may, without penalty, replace a listed subcontractor who:

- 1) Fails to comply with licensing and registration requirements of AS 08.18;
- 2) Fails to obtain a valid Alaska business license;
- 3) Files for bankruptcy or becomes insolvent;
- 4) Fails to execute a subcontract for performance of the work for which the subcontractor was listed, and the bidder acted in good faith;
- 5) Fails to obtain bonding acceptable to the Department;
- 6) Fails to obtain insurance acceptable to the Department;
- 7) Fails to perform the subcontract work for which the subcontractor was listed;
- 8) Must be replaced to meet the bidder's required state or federal affirmative action requirements;
- 9) Refuses to agree or abide with the bidder's labor agreement; or
- 10) Is determined by the Department to be not responsible.

In addition to the circumstances described above, a Contractor may in writing request permission from the Department to add a new subcontractor or replace a listed subcontractor. The Department will approve the request if it determines in writing that allowing the addition or replacement is in the best interest of the State.

A bidder or Contractor shall submit a written request to add a new subcontractor or replace a listed subcontractor to the Contracting Officer a minimum of five working days before the date the new subcontractor is scheduled to begin work on the construction site. The request must state the basis for the request and include supporting documentation acceptable to the Contracting Officer.

If a bidder violates this subsection, the Contracting Officer may:

- 1) Cancel the Contract after Award without any damages accruing to the Department; or
- 2) After notice and a hearing, assess a penalty on the bidder in an amount not exceeding 10 percent of the value of the subcontract at issue.

100.018 AWARD OF CONTRACT

The Department will award the Contract to the lowest responsible and responsive bidder unless it rejects all bids. The Department will notify all bidders in writing via email, fax, or U.S. Mail of its intent to award.

In order to establish a clear and definitive basis of award for contracts with additive alternates, the State has established a budgeted amount from which the order of bidders will be determined. The amount will be disclosed when timely received bids are announced. The low bid will be determined by considering the basic bid and additive alternate(s) in the order listed on the Bid Schedule up to a total not to exceed the budgeted amount. The State reserves the right to reject all bids. The State also reserves the right to award the contract above or below the budgeted amount to the low bidder based on any combination of alternate(s) or no alternate(s), providing that the low bidder remains unchanged.

The Department will notify the successful bidder in writing of its intent to award the Contract and request that certain required documents, including the Contract Form, bonds, and insurance be submitted within the time specified. The successful bidder's refusal to sign the Contract and provide the requested documents within the time specified may result in cancellation of the notice of intent to award and forfeiture of the bid security.

If an award is made, it will be made as soon as practicable and usually within 40 days after bid opening. Award may be delayed due to bid irregularities or a bid protest, or if the award date is extended by mutual consent. Bids shall be valid for 120 days after bid opening, and may be extended by mutual consent.

100.019 RETURN OF BID SECURITY

The Department will return bid securities, other than bid bonds:

1. To all except the two lowest responsive and responsible bidders, as soon as practicable after the opening of bids; and
2. To the two lowest responsive and responsible bidders immediately after Contract award.

100.020 PERFORMANCE AND PAYMENT BONDS

The successful bidder shall furnish all required Performance and Payment Bonds on forms provided by the Department for the sums specified in the Contract. If no sum is specified, the successful bidder shall comply with AS 36.25.010. The Surety on each bond may be any corporation or partnership authorized to do business in the state as an insurer under AS 21.09 or two individual sureties approved by the Contracting Officer.

If individual sureties are used, two individual sureties must each provide the Department with security assets located in Alaska equal to the penal amount of either the performance bond or the payment bond. Any costs incurred by the Contractor and the individual Surety are subsidiary and shall be borne by the Contractor or the individual Surety. In no event will the Department be liable for these costs.

Individual sureties shall provide security by one, or a combination, of the following methods:

1. Escrow Account, with a federally insured financial institution, in the name of the Department. Acceptable securities include, but are not limited to, cash, treasury notes, bearer instruments having a specific value, or money market certificates.
2. Irrevocable letters of credit, from a financial institution approved by the Contracting Officer, with the Department named as beneficiary.
3. Cashier's or certified check made payable to the State of Alaska issued by financial institutions approved by the Contracting Officer.

These bonds and security assets, as applicable, shall remain in effect for 12 months after the date of final payment or, if longer, until all obligations and liens under this Contract are satisfied, including, but not limited to, obligations under General Conditions, Subsection 12.7.

The Department may, in its discretion, notify the bonding company or Surety of any potential default or liability.

The Contractor shall substitute, within five working days, another bond or surety acceptable to the Department if an individual Surety or the Surety on any bond furnished in connection with the Contract:

1. Becomes insolvent or is declared bankrupt;
2. Loses its right to do business in any state affecting the work;
3. Ceases to meet Contract requirements;
4. Fails to furnish reports of financial condition upon request; or
5. Otherwise becomes unacceptable to the Department.

When approved by the Contracting Officer, the Contractor may replace:

1. An individual surety with a corporate surety; or
2. Posted collateral with substitute collateral.

Failure to maintain the specified bonds or to provide substitute bonds when required under this section may be grounds for withholding contract payments until substitute bonding is obtained, and may, in the Department's discretion, be grounds for declaring the Contractor in default.

STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY

PROPOSAL

for

Project Name and Number

by

Company Name

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

**TO THE CONTRACTING OFFICER,
DEPARTMENT OF PUBLIC SAFETY:**

In compliance with your Invitation to Bid dated _____, 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 or near _____, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of _____ sheets, 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 fifteen 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 Transportation and Public Facilities 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 within _____ calendar days, after the effective date of the Notice to Proceed, or by _____, 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

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.

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

Signature of Authorized Company Representative

Typed Name and Title

()

Phone Number

()

Fax Number

Email

BID SCHEDULE

Project Name. Rabinowitz Courthouse Bi-Directional Amplifier
Program No. 26SWS0820A

Bidders Please Note: Before preparing this bid schedule, read carefully, "Information to Bidders", "Supplementary Information to Bidders", and the following:

The Bidder shall insert a fixed price in figures opposite each pay item appearing in the bid schedule. No price is to be entered or tendered for any item not appearing in the bid schedule.

Conditioned or qualified bids will be considered non-responsive.

NOTICE: Bids will be compared on the basis of the Adjusted Bid Amount (e) for the determination of the low bidder. Contract award will be made in the amount of the Basic Bid (a).

PAY ITEM	DESCRIPTION OF PAY ITEM	TOTAL BID PRICE, IN FIGURES
Basic Bid	Furnish all labor, material, equipment, supervision, and provide all work to complete the scope of work as described in Section 01 11 13 Paragraph 1.02.B and Drawings, for the lump sum price of:	(a) \$ _____
	Alaska Bidder's Preference: (5% of a.)	(b) \$ _____
	Alaska Veteran-Owned Business Preference: (c) \$ _____ (5% of a. Not To Exceed \$5,000.00)	
	Alaska Products Preference: (Attach worksheet(s))	(d) \$ _____
	Alaska Military Skills Preference (Form 25D-21)	(e) \$ _____
	Adjusted Bid Amount: (a - b - c - d - e)	(f) \$ _____

Contractor's Name (Printed)

Alaska Contractor's Registration #

Expires

Alaska Business License #

Expires

(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

TOTAL

INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

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

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

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

BIDDERS INSTRUCTIONS:

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

B. Form Completion – BASIC BIDS.

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

C. Form Completion – ALTERNATE BIDS.

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

STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY

**ALASKA MILITARY SKILLS PREFERENCE
CERTIFICATION**

In response to the advertised procurement for:

Project Name and Number _____,

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.)

STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY

SUBCONTRACTOR LIST

Project Name and Number

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 nonresponsible 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 PUBLIC SAFETY

BID BOND

For

Project Name and Number

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	☐ Individual	☐ Partnership
	☐ Joint Venture	☐ Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

A.	B.	C.
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.

Corporate
Seal

See Instructions on Reverse



STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY

PERFORMANCE BOND

For

Bond No. _____

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

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

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

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

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

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

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

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

Alaska Department of Transportation & Public Facilities Authorized Representative

Date

See Instructions on Reverse

INSTRUCTIONS

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



STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY

PAYMENT BOND
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)

KNOW ALL MEN BY 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 the construction of _____

said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation is 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: _____

Phone: _____

Contact Name: _____

By: _____

By: _____

Surety: _____

Address: _____

Phone: _____

Contact Name: _____

By: _____

By: _____

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

Procurement Agency 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 Department of Transportation & Public Facilities (DOT&PF) Chief Contracts Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be inserted 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 the obligation shall be entered 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 procurement Agency Representative.
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.

CONTRACTOR'S QUESTIONNAIRE

A. FINANCIAL

-
-
-
-
-

- ## B. EQUIPMENT

- [illegible]

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:

4. Do you propose to rent any equipment for this work?
[] No [] Yes If YES, describe type and quantity:

5. Is your bid based on firm offers for all materials necessary for this project?
[] Yes [] No If NO, please explain:

C. EXPERIENCE

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

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

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

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

Name of Contractor

Name and Title of Person Signing

Signature

Date

STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY

REQUIRED DOCUMENTS

State Funded Contracts

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

1. **Bid Forms**
 - a. **Bid Cover Sheet**
 - b. **Bid Schedule**
 - c. **Bid Attachments (as applicable)**
 - d. **Addenda Acknowledgement**
 - e. **Bidder's Acknowledgement and Certification**
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 Public Safety
Division of Administrative Services, Supply Section

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

Project Name & No.: [TITLE] Location: [LOCATION]	Procurement Agency and Address: Department of Public Safety Administrative Services, Supply Section 5700 East Tudor Road Anchorage, Alaska 99507
Procurement Officer: [NAME] [PHONE and EMAIL]	Date of Issuance: [DATE]

TO: [AWARDED VENDOR NAME] [AWARDED VENDOR ADDRESS]	FOR:	The Contractor Must Submit:
Work related to Basic Bid of: \$[BID PRICE] including the basic quote and alternate quote item(s): N/A		Insurance* ☒ Certified Wages* ☒ Bonding ☒ Dept. of Labor (Notice of Work) * ☒ Subcontractor List* ☐ * Comments as applicable:
..... Your quote in the amount of \$[BID PRICE] submitted on [DATE] is accepted for performance of the Work described in the attached quote dated [DATE], which is a part of this Contract. <u>Attachments:</u> 1. General Conditions. 2. Insurance Requirements – Appendix B1. 3. Quote dated [DATE]. The Contractor must sign, date, and return this document to the <i>procurement</i> address shown above. 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. All Work of the Contract must be complete on or before <u>*Date for completion of work to be provided. Scheduling of work must be approved by both parties.</u> Contractor's Signature of Contract Award Acceptance: _____ Date: _____ Procurement Officer's Signature: _____ Date: _____		
NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$50,000 In accordance with the protest rights afforded under 2 AAC 12.400(d)(2)(B) & (3), a <u>copy</u> of this Notice of Award is hereby provided to those individuals and businesses who submitted a response to the initial solicitation on which this award is made.		



STATE OF ALASKA
Department of Public Safety
Division of Administrative Services, Supply Section

NOTICE OF AWARD
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)

GENERAL CONDITIONS

[Construction Procurement under AS 36.30.320(a)]

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).
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 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 coverage's shall remain in force for the duration of the Contract.
9. The Contractor shall remedy all defects in materials or workmanship that develop within a period of one year from the date of final payment.
10. 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.
11. 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

INDEMNITY AND INSURANCE

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.