

INVITATION TO BID

Project No. **02A7026004**

**BAAF - 47431 Hangar 4 - Roof and Envelope
Project**

Building 47431 Bryant Army Airfield JBER, AK 99505

ITB Issue Date

August 13, 2026



**State of Alaska
Department of Military and Veterans Affairs
Facilities Management Office
PO Box 5169, JBER, Alaska 99505**

Bids Due: **September 1, 2026** @ 1:00 P.M. Alaska time



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Labor and
Workforce Development**

P.O. Box 111149
Juneau, Alaska 99811-1149
Main: 907.465.2700, Fax: 907.465.2784

**Department of Transportation
and Public Facilities**

P.O. Box 112500
Juneau, Alaska 99811-2500
Main: 907.465.3700, Fax: 907.586.8365

Dear Prospective Contractor:

If you are considering bidding on an Alaska public works project, please remember the positive benefits of hiring locally. Construction, maintenance, and operation of public works projects are vital to the economic health of Alaska, and good paying jobs associated with such projects are important to Alaskans throughout the state.

If you want to hire more Alaskans, we're here to help. Hiring local workers is cost-effective and can benefit your business in many ways. The Alaska Department of Labor and Workforce Development's Job Center staff can connect you with qualified, skilled Alaskan workers through the Alaska Labor Exchange (ALEXsys) employee/employer database. Call (907) 465-2712 to get connected with a Job Center and potential employees in your community.

Work Opportunity Tax Credits (WOTC) are available to employers who hire qualified new employees who are unemployed disabled veterans, recipients of Temporary Assistance or food stamps, ex-offenders, and residents of Empowerment Zones or Renewal Communities. The WOTC program saved employers operating in Alaska over \$3.2 million last year. For information on the tax credit program call (907) 465-5952 or visit the WOTC website, www.jobs.alaska.gov/wotc.htm.

The Department of Transportation and Public Facilities, the Department of Labor and Workforce Development, the Alaska Native Coalition on Employment and Training (ANCET), and other industry training providers work closely together to recruit women, Alaska Natives, minorities and veterans for training and job referral. We can assist your business in finding qualified employees right now, as well as help you institute training programs to ensure a stable and skilled workforce over the long term. There are many high school and adult training programs across the state that prepare Alaska residents for construction jobs and to learn a trade as a registered apprentice. Alaska has over 1,500 registered apprentices and our job centers can assist employers that want to hire apprentices. Alaska's prevailing wage is adjusted to allow employers to pay apprentices at a reduced rate while they are learning their trade, offsetting your costs of training the apprentice. Additionally, there are on-the-job training wage incentives available for employers that hire apprentices.

If you are awarded a contract, we will send you additional information on the business benefit of hiring locally and how to use the free Alaska Labor Exchange System to find qualified Alaska residents. Your effort to hire locally is appreciated very much. We wish you well in the upcoming construction season and thank you for putting Alaskans to work.

Sincerely,


Cathy Muñoz, Acting Commissioner
Department of Labor
and Workforce Development


Ryan Anderson, P.E., Commissioner
Department of Transportation
and Public Facilities

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00835	FEDERAL WAGE RATES		
	Federal wage rates can be obtained at http://www.wdol.gov/dba.aspx#0 for the State of Alaska. Use the federal wage rates that are in effect 10 days before Bid Opening. The Department will include a paper copy of the federal wage rates in the signed Contract.		



STATE OF ALASKA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

INVITATION TO BID
for Construction Contract

Issue Date
August 13, 2026

02A7026004

BAAF - 47431 Hangar 4 - Roof and Envelope Project

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 1:00 PM local time (per the Department's time source) on the _ September 1, 2026**

Location of Project: Building 47431 Bryant Army Airfield JBER

Contracting Officer: Jim Manco

Issuing Office: State of Alaska, Department of Military and Veterans Affairs (DMVA) - Facility Management Office (FMO)

State Funded ☐

Federal Aid ☒

Description of Work:

Provide all design, engineered drawings, materials, equipment, permits, tools, labor, travel, licenses, insurance, disposal, and all other expenses to complete the project detailed herein.

The Department of Military and Veterans Affairs (DMVA) is seeking a contractor to provide all labor, equipment, permits and disposal to remove roofing, envelope and siding, replace roof membrane, seal all penetrations, replace all materials with new. Use a dust control system as not to introduce dust into any other parts of the building. The Contractor shall supply all labor, equipment, materials, disposal, clean-up, licenses, disposal costs, insurance and any travel expenses to complete the work outlined in this ITB. Contractors will not be permitted on the exterior ladder without supplying their own arresting harness.

****There will be a mandatory walk-through on August 25th 2026 10:00AM*******

The Engineer's Estimate is

N/A

All work shall be completed in _____ Calendar Days, or by **08/31/2027**.

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.

Submission of Bidding Documents

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

Bidding Documents for Project: BAAF - 47431 Hangar 4 - Roof and Envelope Project 57024 Roosevelt Rd. PO Box 5169 ,JBER AK 99505 02A7026004	ATTN: Jim Manco
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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 or fax must transmit its documentation to the Department at this email address: mvaafmocontracts@alaska.gov

To be responsive, a bid must include a bid BOND equal to 5% of the amount bid. *(When calculating the bid amount for purposes of determining the 100% 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 Engineer's Estimate is: N/A

The following data may assist bidders in preparing their bid:

BIDDER'S CHECKLIST

Bidders are strongly encouraged to use this checklist when assembling their bid package. All required documents must be received within DMVA/FMO Office prior to the deadline set for receipt of bids for your bid to be considered responsive:

1. ____ DMVA FMO Federally Funded Contracts Supplemental Requirements.
One signed copy of the DMVA FMO Federally Funded Contracts Supplemental Requirements for the bidder; and
2. ____ Mandatory Return Amendment(s).
Written acknowledgment of any MANDATORY RETURN amendment(s) issued for this ITB; and
3. ____ Bid Schedule.
One completed and signed copy of the Bid Schedule with Bidder Information attached to this ITB; and
4. ____ Cover Page of this ITB.
One Cover Page of this ITB; and
5. ____ Bid Bond.
Bid Bond form 25D-14 of this ITB.
6. ____ Certificate of Buy American Compliance
Certificate of Buy American Compliance (Form 25D-151 or Form 25D-152)

If a bidder has any questions related to procurement, design, constructability, quantities, or other technical aspects of this project, it must direct its inquiries in writing via email with "Project Number 02A7026004" in the subject line to: mvafmocontracts@alaska.gov

A bidder requesting assistance in viewing the project site must make arrangements at least 48 hours in advance.

The point of contact for inquiries for this project is Jim Manco.

Email: mvafmocontracts@alaska.gov

Phone: 907-428-7170

A bidder may direct questions concerning bidding procedures and requirements to:

Email: mvafmocontracts@alaska.gov

Phone: 907-428-7170

-
1. The contractor shall ensure that all necessary permits are filled out if work that involves ground disturbance occurs on Joint Base Elmendorf-Richardson:
 - a. A Dig Permit is required and must be submitted to the project manager before any ground disturbance occurs on JBER,
 - b. A Construction General Permit (CGP) is required and must be submitted to the project manager before ground disturbance equaling one (1) acre or more occurs on JBER,
 - c. A Storm Water Pollution Prevention Plan (SWPPP) is required and must be submitted to the project manager before ground disturbance equaling three (3) acres or more occurs on JBER.

Other Information:

SECTION 01 GENERAL REQUIREMENTS

PART 1 – GENERAL REQUIREMENTS

1.01 RELATED REQUIREMENTS

- A. All Contract Documents are related to this Section.

1.02 WORK COVERED BY CONTRACT

- A. Work under this Contract includes providing all design, **a set of engineered drawings pertaining to this project in PDF format**, materials, equipment, permits, tools, labor, travel, licenses, insurance, disposal, and all other expenses to complete the project detailed herein.
- B. All work must be completed in accordance with the terms and conditions of the Contract Documents.

Detailed SOW:

1.02.01: Overview

The Department of Military and Veterans Affairs (DMVA) is seeking a contractor to provide all labor, equipment, permits and disposal to remove roofing, envelope and siding, replace roof membrane, seal all penetrations, replace all materials with new. Use a dust control system as not to introduce dust into any other parts of the building. The Contractor shall supply all labor, equipment, materials, disposal, clean-up, licenses, disposal costs, insurance and any travel expenses to complete the work outlined in this ITB.

1.02.02: Office Roof

A. Contractor shall demolish and replace existing ethylene propylene diene monomer (EPDM) roofing.

B. Contractor will be required to replace any damaged or improperly installed roof decking. Contractor shall paint roof decking per 6-4.2 of UFC 3-110-03 which establishes approved paints.

C. Contractor will be required to lay a vapor retarder/air barrier on top of roof decking to help prevent any leaking and must ensure the barrier is installed per all applicable federal and state building codes and regulations.

D. Contractor will be required to install insulation equal or better than existing. Contractor will be required to apply an appropriate insulation fastener following the application of the insulation and must ensure all gaps (e.g., edges, ventilation/electrical cutouts, etc.) are properly sealed.

E. Contractor will be required to install fiberboard to create a smooth substrate and to help prevent chafing from the decking and to ensure there is puncture resistance against ice, snow loads, etc. Contractor shall ensure fiberboard is installed to manufacturers recommendations and to meet all applicable federal and state building codes and regulations.

F. Contractor shall provide a minimum of a 60-mil EPDM. Contractor shall ensure that the membrane is fully adhered to help with heavy high winds, heavy snow loads and other applicable weather conditions.

G. It will be the contractors responsibility during construction that the new roof install is properly sloped to ensure no pooling or accumulation of water. See 1.02.04 for information on roof drain requirements.

Detailed Scope or Work cont..

Detailed SOW continued:

1.02.03:

A. The Contractor shall submit shop drawings and product data, catalog cuts, etc. for the scope of work mentioned.

B. Shop drawing and product data submissions shall be made to the procurement officer for approval. Material samples shall also be sent to the project manager.

C. Product data for each type of product shall include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.

D. Shop drawings shall include fabrication and installation layouts of all products including the details of accessories.

1.02.04:

A. As applicable, the Contractor shall perform inspections and tests throughout the design and construction process, including design support (existing conditions/needs assessments), construction installation (placement/qualification measurements), and final inspections/tests (commissioning/performance certification).

1.02.05:

A. The Contractor shall provide "As-Built Drawings" and documents based upon actual site installation, as should be reflected within latest Record Drawings/documents. Should Record Drawings not represent As-Built conditions, the Contractor shall perform field measurements and/or shop drawing takeoffs as required to support accurate As-Built drawings.

1.02.06:

A. The contractor is responsible for handling and storage of all materials associated with this project. Materials must be stored in the designated areas only to ensure safe operations.

B. The contractor is responsible for all construction and demolition waste management and disposal, associated with this project. Continuous policing of debris is mandatory to allow continued safe operative environment.

C. The contractor is responsible for all hazardous material waste management and disposal, associated with this project.

D. All Contractors must comply with OSHA Safety Standards, clean the work area on a daily basis and, provide safety barriers, dust control and access to be maintained during the project.

E. All Hazardous material waste, asbestos containing material (ACM), construction and demolition waste work must be disposed in compliance with UFGS 02 81 00, Code of Federal Regulations (CFR), State, City and local regulations.

1.02.07: Warranty

A. Contractor shall provide a minimum 2-year warranty for material, all parts and labor on all components replaced/built by the contractor, and workmanship of the final product. The warranty start date will begin immediately following project close-out. Any warranty work claim must be addressed by the contractor by the next business day. This will include a plan of action that has been agreed upon by the DMVA project manager.

Bid Alternates

Bid Alt # 1 Exterior Windows

Bid Alt # 1 Scope of Work: Contractor shall remove and replace all windows. Windows must meet current State and Federal building codes and regulations, including but not limited to UFC 4-022-0, UFC 4-01-01, etc. At minimum, windows shall be blast rated pursuant to UFC 4-010-01.

Bid Alt # 2 Exterior Doors

Bid Alt # 2 Scope of Work: Contractor shall remove and replace all doors. Doors must meet current State and Federal building codes and regulations, including but not limited to UFC 4-022-01, UFC 4-01-01, etc. At minimum, doors shall be blast rated pursuant to UFC 4-010-01.

Door hardware must match existing.

Contractor must perform hazmat survey per the terms as stated under 1.02.10.

Bid Alt # 3 N/A

Bid Alt # 3 Scope of Work:

Bid Alternates Continuation Page

Bid Alt # 4 N/A

Bid Alt # 4 Scope of Work:

Bid Alt # 5 N/A

Bid Alt # 5 Scope of Work:

Bid Alt # 6 N/A

Bid Alt # 6 Scope of Work:

- D. Contractor must comply with all applicable Federal, State, and Local Regulations and Requirements including but not limited to; Unified Facilities Criteria (UFC), OSHA, FFA, NEC, and NFPA.
- E. Hours of operations for this project will be determined by the Project Manager and can change with no-notice due to mission requirements at no cost to the State.

1.03 CONTRACT

- A. Construct the Work under a single lump sum Contract.

1.04 WORK BY OTHERS

- A. Other State projects may be scheduled to be under construction in the vicinity of the project.
- B. Cooperate with other Contractors, Department Consultants, and the DMVA to minimize conflict with construction operations.

1.05 WORK SEQUENCE AND MILESTONES

- A. A pre-bid walk through to understand and familiarize with existing site conditions may be mandatory. See the Scope Of Work for details.

Base passes for projects on a military installation can be scheduled with the project manager no later than 48 hours before the walk-through date:

Name: Jim Manco

Phone: 907-428-7170

Email: mvafmocontracts@alaska.gov

Walk-through: 8/25/2026 10:00 am

If you need base access, email mvafmocontracts@alaska.gov

- B. Upon receipt of Notice to Proceed (NTP) the CONTRACTOR will be expected to prepare submittals, a detailed project schedule and obtain required permits and line locates.
- C. All work shall be substantially complete by 08/31/2027.
- D. This is an active facility all work shall be coordinated with the Project Manager to minimize disruption to daily activities and to provide uninterrupted building access.

1.06 CONTRACTOR USE OF THE PREMISES

- A. Coordinate use of the premises under direction of DMVA.
- B. Assume full responsibility for the protection of the facility, roads and grounds in the project vicinity from construction related activities.
- C. Obtain permission and pay for use of additional storage, Work or parking areas needed for construction operations.

- D. Any outage must be notified to the project manager at least 48hrs prior.
- E. The project Site shall be kept clean and organized. Stored materials must always be secured and Foreign Object Debris (FOD) picked up daily.

1.07 SECURITY REQUIREMENTS

- A. When Contractor considers Work has reached Final Completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and request Department of Military and Veterans Affairs perform final inspection.
- B. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a Final Statement of Accounting giving total Contract Price and sum due.

1.08 DELAY DAMAGES

A. Failure to meet the completion Date: All work must be complete by September 15th, 2026. For each calendar day that the work is not substantially complete, after the expiration of the Contract time or the substantial completion dates Have passed. The Department shall enforce Liquidated damages Pursuant to the RA 9184 and its Revised Implementing Rules and Regulations (RIRR) the applicable rate for liquidated damages is one tenth (1/10) of one (1) percent of the amount of the unperformed portion for every day of delay and the maximum deduction shall be ten percent (10%) of the contract amount.

B. If no money is due the CONTRACTOR, the DEPARTMENT shall have the right to recover these sums from the CONTRACTOR, from Surety, or from both. These are liquidated damages and not penalties. These charges shall reimburse the DEPARTMENT for its additional administrative expenses incurred due to CONTRACTOR'S failure to complete the work within the time specified.

C. Permitting the CONTRACTOR to continue and finish the work or any part of it after the Contract time has elapsed or the completion date has passed does not waive the DEPARTMENT'S rights to collect liquidated damages under this section.

PART 2 – PRODUCTS

- A. Submit product data to project manager for approval prior to installation for all materials being installed.

PART 3 – EXECUTION

1. All materials and debris removed during project will be the responsibility of the contractor to remove from job site for proper disposal. Arrangement of Dumpster for disposal of debris is the contractor's responsibility.
2. All materials and debris must be stored and disposed in the designated areas only to ensure safe operations. Continuous policing of debris is mandatory to allow continued safe operative environment.
3. Contractors must comply with OSHA Safety Standards, clean the work area on a daily basis and, provide safety barriers, dust control and access to be maintained during the project.
4. When applicable, the contractor must perform a documented hazardous material survey, and notify the DMVA Environmental Program Specialist, for removal and disposal hazardous material and hazardous waste generated. All hazardous materials must be removed before demolition.
5. Hazardous Material may include:
 - Lead-based paint;
 - Asbestos containing materials, such as insulation, ceiling or floor tiles, mastics, grout, roofing or siding, etc.;
 - Mercury in switches, thermostats, electronics, fluorescent bulbs, and other equipment;
 - Chlorofluorocarbons (CFCs) or other harmful chemicals in old refrigerators, air conditioners, and aerosol cans;
 - Polychlorinated biphenyls (PCBs) in transformers, lubricants, paints, and sealants;
 - Potentially toxic household or agricultural chemicals, including certain paints, cleaning products, and pesticides.
6. Contractors must store any construction equipment holding petroleum, oil, or lubricants on impervious surfaces whenever possible. Spill kits must be accessible during construction and if there is a spill, personnel must follow the DMVA Installation Spill Contingency Plan (ISCP). See enclosed ISCP.

PART 4 – ENVIRONMENTAL REQUIREMENTS

ENVIRONMENTAL REQUIREMENTS:

PURPOSE: The Department of Military and Veterans' Affairs (DMVA) Construction and Facilities Management Office (CFMO) propose to replace the roof, siding, exterior doors and exterior windows on Bryant Army Airfield (BAAF) Hangar 4 located on Joint Base Elmendorf-Richardson (JBER). Hangar 4 was constructed in 1970 and is a concrete block, steel framed structure with insulated metal paneling for siding. The existing roof is a sloped sheeted metal material with insulation. Contractor will install a new roof with similar or better materials, in accordance with appropriate Unified Facilities Criteria (UFC), Internal Building Codes (IBC) and any other applicable Federal, State, Local or Military requirements. There are approximately 18 exterior doors and 9 exterior windows to be replaced with a similar or improved product. New siding shall match existing color and material type. Per Army and National Guard Bureau policies and procedures, any proposed action with a federal connection is required to be evaluated for potential impacts to the environment and human health.

Below are project specific requirements.

1. The exterior white window glaze was identified as suspect asbestos containing material in a 2004 Asbestos Survey. The following applies if the proposed action will abate this material:

Asbestos - Federal and State regulations require that all affected parts of a facility being renovated or demolished must be inspected by a state-certified inspector for the presence of asbestos-containing materials prior to beginning a renovation or demolition project; all regulated asbestos-containing material that will be disturbed as part of a renovation or demolition must be properly removed by state-certified individuals before beginning the project; all asbestos-containing waste material must be properly disposed of in an approved landfill; and the Notification of Demolition and Renovation form must be submitted ten days prior to beginning any demolition activity, whether or not asbestos is present, and for a renovation activity, it must be submitted ten days prior to beginning the removal if more than 160 square feet of asbestos-containing surfacing material or more than 260 linear feet of asbestos-containing thermal system insulation will be disturbed.

2. The DMVA CFMO Environmental Section Hazardous Waste Program Manager does not anticipate any issues concerning reportable releases of hazardous substances as specified in 40 CFR 302 for the project. It is the Contractor's responsibility to remove all construction debris and wastes generated from project activities in accordance with JBER, State, Federal and local regulations. All military, civilian, and Contractor personnel operating on JBER must abide by the most current version of the JBER Integrated Solid Waste Management Plan. Non-hazardous waste must be disposed of at a permitted RCRA Subtitle D landfill. The Contractor must adhere to JBER's Integrated Hazardous Material Plan due to DMVA and AKARNG being a tenant on Air Force land. If the Contractor has questions about waste disposal, reach out to JBER 673rd Non-Hazardous Solid Waste Program Manager at (907) 384-7854. A copy of the signed waste manifest must be sent to DMVA CFMO Environmental Section Hazardous Waste Program Manager (907-428-7182).

Cont on next page.

PART 4 – ENVIRONMENTAL REQUIREMENTS

3. In the event of a spill, leak or any discharge of petroleum, oil, lubricants (POL), hazardous materials or hazardous waste during the contractor's operations the contractor shall report the spill to the Alaska Department of Environmental Conservation according to 18 AAC 75. In the event of a spill as described above the contractor shall be held responsible for all fines, response and remediation as required by ADEC under 18 AAC 75. A reportable spill is defined in 18 AAC 75.300. The contractor shall notify the DMVA CFMO Environmental Section Water Resource Program Manager and the Project Manager in the event of a spill in addition to the above-mentioned reporting to ADEC.

4. Equipment, vehicles and spillable materials shall be staged and stored on impervious surfaces whenever possible. Staging areas will be identified and provided to the BMS and Water Resource Program Manager prior to mobilization. Secondary containment and drip pans shall be implemented to mitigate risk of spills from any of the contractor's equipment, vehicle or materials. The contractor shall provide and maintain spill response supplies on site sufficient to manage any incidental releases caused from construction activities. Any erodible materials or waste materials that are stored outside shall be covered by plastic or non-erodible material and secured. The Contractor

PART 5 – ATTACHMENTS

1. Asbestos Survey
2. Weatherization Project
- 3.
- 4.
- 5.
- 6.



STATE OF ALASKA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

REQUIRED DOCUMENTS
Federal-Aid 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 Page
- b. Bid Schedule
- c. Bid Bond (as applicable) (25D-14)
- d. SUPPLEMENTAL REQUIREMENTS FOR DMVA \ FMD FEDERALLY FUNDED CONTRACTS 2013
- e. Bid Attachments (as applicable)
- f. Certificate of Buy American Compliance (Form 25D-151 or Form 25D-152)
- g. Bid Form (25D-9)

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

2. Bid Modification (Form 25D-16)

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

1. Subcontractor List (Form 25D-5)
2. Summary of Good Faith Effort Documentation (Form 25A-332A), and Contact Reports (Form 25A-321A)
3. DBE Utilization Report (Form 25A-325C)
4. Prime Contractor's Written DBE Commitment (Form 25A-326) for each DBE to be used on the project.

REQUIRED FOR BUY AMERICAN WAIVER REQUESTS. When Certificate of Buy American Compliance (Form 25D-151 or 25D-152) indicates the bidder will request a waiver, the bidder is required to complete and submit the following documents within 5 working days after receipt of written notification:

5. Buy American Request for Type 3 Waiver (Form 25D-153) (contact contracting office if this form is needed)
6. Buy American Percentage (Form 25D-155) (contact contracting office if this form is needed)
7. Buy American Assembly Questionnaire (Form 25D-156) (contact contracting office if this form is needed)

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

1. Construction Contract (Form 25D-10A)
2. Payment Bond (Form 25D-12)
3. Performance Bond (Form 25D-13)
4. Contractor's Questionnaire (25D-8)
5. Certificate of Insurance (from carrier)
6. EEO-1 Certification (Form 25A-304)
7. Bidder Registration (Form 25D-6) Bidders must register annually with the Civil Rights Office in order to be eligible for award.
8. Certification Regarding Tax Delinquency and Felony Convictions (Form 25D-159)
9. Buy American Certificate (25D-61) (as applicable)

STATE OF ALASKA
Department Of Military And Veterans Affairs

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) 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

Emailed bids are preferred or bids can 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. 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.

Preferences WILL NOT be used in this solicitation

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 MILITARY AND VETERANS AFFAIRS

FEDERAL EEO BID CONDITIONS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS FOR ALL NON-EXEMPT FEDERAL AND FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS TO BE AWARDED IN THE STATE OF ALASKA

Authority and Guidelines.

The Alaska Department of Military and Veterans Affairs, as a State Agency, has authority under 23 U.S.C. 140 and its implementing regulations to conduct a compliance program addressing Equal Employment Opportunity (EEO) and Affirmative Action (AA) in employment on non-exempt federal and federally-assisted construction contracts that are awarded in the State of Alaska. The STA's authority to administer a contract compliance with Nondiscrimination, EEO and AA programs are authorized under 23 U.S.C., 49 U.S.C., Title VI of the Civil Rights Act of 1964, MAP-21 and implementing regulations. The provisions of 23 CFR 200 and 49 CFR 21 provide authority to determine, and where necessary obtain compliance with the nondiscrimination provisions of Title VI. Under the provisions of Title VI 23 USC and related regulations, including 49 CFR 21 and 26, and 23 CFR Part 200, 230 and 633, it is the STA's responsibility to ensure compliance with and to enforce on all projects of Federal-aid contractors and subcontractors, whether a particular contract or work-site involves Federal-aid funds or not.

These citations confirm the requirement for contractors to provide, and States to obtain information that ensure non-discrimination in employment on all of Federal and federally-assisted projects, and through these provisions, provide for EEO for minorities and women in all terms and conditions of their employment at all of their facilities and on all projects.

1. Definitions. As used in these specifications:

- a. **"Covered area"** means the geographical area described in the solicitation from which this contract resulted;
- b. **"Employer identification number"** means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- c. **"Minority"** includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaska Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the DOL in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area shall be in accordance with that Plan for those trades that have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make good faith effort to achieve an equal representation of minority and female employment under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 5(a) through 5(p) of these specifications.
5. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Civil Rights Office's Contract Compliance Officer when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 5(b) above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendent, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-use toilet, necessary changing facilities and necessary sleeping facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulations of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
6. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 5(a) through 5(p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any or more of its obligations under 5(a) through 5(p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its

individual EEO obligations, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

7. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation if a particular group is employed in a substantially disparate manner.
8. The Contractor shall not use the equal employment or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
9. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts.
10. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in item 5(a-p) above, so as to achieve maximum results from its efforts to ensure equal employment opportunities.
11. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic apprentice, trainees, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
12. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Programs).
13. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
14. EEO/AA obligations are applicable to all of the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area. The hours on minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of equalizing minority and female employment percentages shall be a violation of the contract. Compliance with equal minority and female employment utilization will be measured against the total work hours performed.
15. The Contractor shall provide written notification to the Department, for all subcontracts documents as follows: the name, address and telephone number of subcontractors and their employer identification number; the estimated dollar amount of the subcontracts; estimated starting and completion dates of the subcontracts; and the geographical area in which the contract is to be performed.

This written notification shall be required for all construction subcontracts in excess of \$10,000 at any tier for construction work under the contract resulting from this project's solicitation.
16. As used in the Bid Notice, and in the contract resulting from this project's solicitation, the "covered area" is the State of Alaska.



STATE OF ALASKA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
**DISADVANTAGED BUSINESS ENTERPRISE
UTILIZATION REPORT**

Project Name and Number

The undersigned hereby certifies on behalf of the bidder that:

A. It ☐ is ☐ is not a DMVA certified DBE or DBE joint venture.

B. It ☐ has ☐ has not met the DBE Goal for the project. If it has not met the goal, the required documentation of sufficient good faith efforts ☒ is ☐ is not attached hereto.

C. Listed below are the **certified** DBEs to be used in meeting the DBE goal. Included are the firm name, bid items or portions of work to be performed by the item number, type of DBE credit claimed, and the credible dollar amount to be counted toward the goal.

FIRM NAME	BID ITEM, WORK, OR PRODUCT	SUBCONTRACT AMOUNT*	TYPE OF CREDIT	CREDITABLE DOLLAR AMOUNT**

*or expenditure amount or fee/commission amount ** (Subcontract amount $\times$ Goal Participation %)

If more room is necessary, submit additional, signed copies of this form.

Total Creditable DBE Utilization amount \$ _____
Basic Bid Amount \$ _____
DBE Utilization % of Basic Bid Amount _____ %
DBE Project Goal _____ %

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 MILITARY AND VETERANS AFFAIRS

EEO-1 CERTIFICATION

Federal-Aid Contracts

BAAF - 47431 Hangar 4 - Roof and Envelope Project

02A7026004

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7 (b) (1)] and must be completed by the successful Bidder and each proposed Subcontractor participating in this contract.

PLEASE CHECK APPROPRIATE BOXES

The ☐ Bidder ☐ Proposed Subcontractor hereby CERTIFIES:

PART A. Bidders and proposed Subcontractors with 50 or more year-round employees and a federal contract amounting to \$50,000 or more are required to submit one federal Standard Report Form 100 during each year that the two conditions exist (50 employees and a \$50,000 federal contract).

The company named below (Part C) is exempt from the requirements of submitting the Standard Report Form 100 this year.

[] NO (go to PART B)

[] YES (go to PART C)

Instructions and blank Standard Report Form 100 may be obtained by contacting:

EEOC - Surveys Division
131 M Street, NE - Room 4SW22G
Washington, D.C. 20507
Telephone number: (877)392-4647 or (866)286-6440

PART B. The company named below has submitted the Standard Report Form 100 this year.

[] NO

[] YES

Note: Bidders and proposed Subcontractors who have not filed the required Standard Report Form 100 and are not exempt from filing requirements will not be awarded this contract or subcontract until Form 100 has been filed for the current year ending June 30.

PART C.

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 MILITARY AND VETERANS AFFAIRS

CONTACT REPORT

Federal-Aid Contracts

BAAF - 47431 Hangar 4 - Roof and Envelope Project

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Project Name and Number

Specific Work or Materials (by pay Item): _____

DBE Firm Contacted:

Name Address () Phone Number

A. INITIAL CONTACT: (See important contact information on instruction sheet)

Method:

1. Date _____ ☐ Phone ☐ Publication ☒ Email ☐ FAX ☐ Other

2. Person _____
Contacted _____
Name Title

3. DBE's Response: Date: _____ Method: ☐ Phone ☐ Email ☐ FAX ☐ Other

☐ Submitted an acceptable sub-bid. (If sub-bid accepted, skip to Section D)

☐ Not interested: Indicate Reason(s) _____

☐ Needs more information: Date Prime provided requested information _____

☐ Will provide quote by: Date _____

☐ Received unacceptable sub-bid (complete Section C)

B. FOLLOW-UP CONTACT:

Method:

1. Date _____ ☐ Phone ☐ Publication ☐ Email ☐ FAX ☐ Other

2. Person _____
Contacted _____
Name Title

3. DBE's Response: Date: _____ Method: ☐ Phone ☐ Email ☐ FAX ☐ Other

☐ Submitted an acceptable sub-bid. (If sub-bid accepted, skip to Section D)

☐ Received unacceptable sub-bid (complete Section C)

☐ Other result: _____

C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE SUB-BID:

1. Were the following required efforts made?

a. ☐ Yes ☐ No Identified specific items of work, products, materials, etc. when asking for quote(s).

b. ☐ Yes ☐ No Offered assistance in acquiring necessary bonding, insurance, and business development related assistance.

c. ☐ Yes ☐ No Provided all appropriate information concerning the specific work items or materials.

2. Was the DBE's quote non-competitive? ☐ Yes ☐ No

3. Was the DBE unable to perform in some capacity? ☐ Yes ☐ No If "Yes", explain: _____

D. CERTIFICATION: I certify that the information provided above is accurate and that efforts to solicit sub-bids were made in good faith.

Signature of Company Representative

Title

Date

Name of DMVA Reviewer

Title

Date

INSTRUCTIONS

Project Name and Number: Enter project name and number as they appear on bid

documents. **Work or Materials:** Identify the specific work item or material that you

requested this firm to furnish. **Firm Contacted:** Enter name of firm as it appears in the current DMVA directory.

Address: Enter address of firm contacted. **Phone Number:** Enter phone number of firm contacted.

A. INITIAL CONTACT (Must be made at least seven calendar days prior to bid opening.)

1. **Date and Method of Initial Contact:** Indicate the method and date that actual contact was made or the date correspondence was postmarked. Leaving a "please call me" message does not constitute a contact. Attach a copy of dated letter or fax.
2. **Name and Title of Person Contacted.** Enter name and title of company representative with whom you corresponded or discussed submitting a sub-bid.
3. **DBE's Response:** Indicate one or more of the responses listed. If a firm bid was received and accepted, skip to section D.

B. FOLLOW-UP CONTACT

If no response or an inconclusive response was received from the initial contact, a follow-up contact is required to determine for a certainty that the firm does not intend to submit a sub-bid or to conclude discussions with a sub-bid submittal.

1. **Date and Method of Follow-up Contact:** Indicate the method and date that actual contact was made or the date correspondence was postmarked. Leaving a "please call me" message does not constitute a contact. Attach a copy of dated letter or fax.
2. **Name and Title of Person Contacted.** Enter name and title of company representative with whom you corresponded or discussed submitting a sub-bid.
3. **DBE's Response:** Indicate one or more of the responses listed. If a firm bid was received and accepted, skip to section D.

C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE SUB-BID

1. A NO response to items 1a., b., or c. will result in rejection of this contact. Be specific on results of discussions.
2. A YES answer to item 2. is grounds for rejecting a DBE sub-bid.
3. A YES answer to item 3. is grounds for rejecting a DBE sub-bid, only if the inability to perform is in an area of work specifically identified as a sub-item under the applicable bid item.

D. CERTIFICATION

This certification of accuracy and good faith by the Contractor will be verified by contact with the listed firm. Falsification of information on the DBE Contact Report is grounds for debarment action under AS 36.30.640(4).



STATE OF ALASKA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
Civil Rights Office – DBE Program

PRIME CONTRACTOR'S WRITTEN DBE COMMITMENT

Federal-Aid Contracts

BAAF - 47431 Hangar 4 - Roof and Envelope Project

02A7026004

Project Name and Number

All firms bidding on Alaska Department of Military and Veterans Affairs projects must have a written commitment from each DBE firm to be subcontracted. Please complete this form for each DBE firm and submit to the DMVA Regional Compliance Officer.

If you have any questions, please call (907) _____.

Name of DBE Firm: _____

Street Address: _____

Mailing Address: _____ City: _____

State: _____ Zip Code: _____

Telephone Number: _____ Fax number: _____

Description of the work that DBE firm will perform: _____

Please provide additional information on a separate sheet of paper.

The dollar amount of participation by the DBE firm: \$ _____

Signatures of Authorized representatives of the Prime Contractor and the DBE firm below represent the written commitment by the Prime Contractor to subcontract with the DBE firm as described above and a written commitment by the DBE firm to subcontract for the work described above:

Prime Contractor Signature Date DBE Firm Signature Date

Prime Contractor Firm: _____

Address: _____

Telephone Number: _____ Fax number: _____