



STATE OF ALASKA  
DEPARTMENT OF PUBLIC SAFETY

INVITATION FOR QUOTES FOR  
A SMALL PROCUREMENT  
(CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.: ABI Building HVAC Upgrades Project #: 12-133443F Location: 5500 Tudor Road, Anchorage, AK 99507	Procurement Agency and Address: <u>State of Alaska –Public Safety</u> <u>Administrative Services – Supply Section</u> <u>524 E 48<sup>th</sup> Ave</u> <u>Anchorage, AK 99503</u>
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Procurement Officer: Frank D. Whittington

Date of Issuance: March 17, 2015

**DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS:**

The work to be completed by this project consists of required equipment upgrades to the HVAC system. See attached: SPC-001, SPC-002, SPC-003 Sample, SPC-005, SPC-006, 25D-14 Bid Bond, Statement of Work, Contract letter, Alaska Products Preference, ABI Building M Drawings, ABI Supply Air Drawing, ABI Return Air Drawing, ABI Staging Area Map, and DOL Pamphlet 600-90114

The Project cost estimate is: ☐ under \$10,000 ☐ \$10,000 - \$50,000 ☐ \$50,001 - \$100,000 ☒ \$100,001 - \$200,000<sup>1,2</sup>  
1. Quotes in excess of \$200,000 will be deemed non-responsive. 2. Any project in excess of \$100,000 must be bonded.

Davis-Bacon Wages (Title 36.05): are ☒ are not ☐ required on this project.

The following insurance is required: ☒ Workers Comp ☒ General Liability ☒ Automobile

**Bonding Requirements:** Any project in excess of \$100,000 must be bonded.

The undersigned proposes to furnish Payment Bond in the amount of 50% and Performance Bond in the amount of 50% (of the contract), as surety conditioned for the full, complete and faithful performance of this contract. (See Bid Bond Sheet 25D-14, Payment Bond SPC-005 and Performance Bond SPC-006 forms.)

Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. **All quotes must be received before 1:00 p.m. local time on Tuesday, 31st day of March, 2015.** Late quotes cannot be accepted. Disadvantaged Business Enterprises (DBE's) may submit quotes and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award which results from this invitation. Any errors, omissions, or questions pertaining to solicitation procedures or project requirements, requests for additional documents, or inquiries pertaining to site conditions or scheduled visits must be made to: Title: Building Management Specialist, Frank D. Whittington at: Cell (907) 441-5925, Telephone: (907) 929-8952; Fax: (907) 561-9178. Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation.

**SUBMITTAL OF QUOTES:** Quotes for this project must be submitted in the manner noted below. All contractors must familiarize themselves with the *Instructions to Bidders*, page 2 of this form, prior to submitting their quote.

☐ - VERBAL QUOTES SHALL BE GIVEN TO \_\_\_\_\_  
AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE

☒ - WRITTEN QUOTES, INCLUDING AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SUBMITTED ON FORM SPC-002, QUOTE SUBMITTAL, ATTACHED.

Written quotes may be submitted by Fax, e-mail, hand delivered, or mailed in a sealed envelope. Confidentiality is only assured for sealed quotes. Mailed quotes must allow time for delivery and the envelope must be marked as follows:

**Quote for Project:**

**Procurement Agency Address:**

Name: ABI Building HVAC Upgrades

State of Alaska, DPS Administrative Services

Number: Project #: 12-133443F

524 E 48<sup>th</sup> Ave

Attn: Frank D. Whittington ([frank.whittington@alaska.gov](mailto:frank.whittington@alaska.gov)) Anchorage, AK 99503

Quote amendments or withdrawals must be made in writing to the individual of the Procurement Agency receiving the quotes, and must be received prior to the time for quote submittal.



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INSTRUCTIONS TO BIDDERS

The State of Alaska desires that all contractors submitting quotes on construction contracts are given a fair and equal opportunity to compete. Contractors are required to follow these instructions:

**REVIEW THE PROJECT DOCUMENTS:** Most construction projects in excess of \$1,000 will have some type of written documentation prepared expressly for the work. If you are asked to submit a quote and no written information has been provided, you should ask the procurement agency for written documentation. If the scope of services has been described to you verbally, and you are selected for contract award, you must ensure that the information of the services to be performed (scope of work) is put in writing prior to accepting the contract. When providing a quote, carefully review and consider all materials related to the solicitation and work of the contract. **By submitting a quote the contractor warrants that they are familiar with the project requirements, have visited or otherwise examined the site, and are aware of the conditions to be encountered.** Contractors can verify the contents and completeness of their documents by contacting the procurement agency individual named on the front of this form.

**SUBMITTING THE QUOTE:** The quote must be submitted in one of the following formats as called for in the invitation:

1. **ORALLY** – in addition to the quote, the contractor must provide the following information: (1) their valid Alaska Business License number, (2) if applicable, proof that they are an Alaskan Veteran Bidder, (3) if applicable, valid Contractor's Registration number, (4) their intended use of Alaskan products, (5) the carrier's name and policy number for their Workers' Comp Insurance (or a statement of sole proprietorship, if applicable), (6) mailing address, and (7) the Employer (Tax) Identification Number or Social Security Number. The Procurement Agency will enter this information on the quote schedule.
2. **WRITTEN** - if a written quote is solicited, the contractor must complete, in ink or typewritten, the *Small Procurement Quote Submittal Form* SPC-002. Failure to acknowledge receipt of addenda or to execute the form correctly and completely may disqualify the quote.

**NOTE:** The Department of Labor requires a contractor to be licensed and registered for the required type of work prior to submitting a quote. If the procurement agency determines that the contractor is improperly registered or licensed, their quote may be deemed nonresponsive.

**SUBCONTRACTOR LISTING:** Subcontractors intended to be utilized on this contract must be listed in the response to the solicitation. Work shall not be awarded to any subcontractor without prior approval from the procurement agency. Subcontractors may be added or removed only as approved by the procurement agency.

**DETERMINATION OF THE LOWEST RESPONSIBLE QUOTE AND CONTRACT AWARD:** Following receipt and determination of all **responsive** oral, written or sealed quotes, the procurement agency will compare the quotes and determine the lowest quote. If the procurement agency discovers a discrepancy between the unit price and the extended amount; the unit price will prevail. Conditioned quotes, unless expressly requested, will not be considered. When the quote schedule is composed of a basic amount with alternates, the procurement agency will base its determination of the low quote and the amount of the contract award solely upon those quotes, basic and alternates that are priced within the extent of available construction funds. Alternates will be considered for award in the order listed, except that if the order of award is not affected, the award may include any combination of funded alternates, or none, as may be in the best interest of the procurement agency.

When determining the lowest quote, the procurement Agency will also give a 5% Alaska Offeror's preference and an appropriate Alaska Products preference to quotes designating the applicability of a preference. To qualify for the Offeror's preference (per AS 36.30.170) the Offeror **must** (1) hold a current Alaska Business License, (2) submit the quote under the name appearing on the license, (3) have staffed and maintained a place of business within Alaska for the previous six months and (4) be incorporated or qualified to do business under the laws of the State. In addition, if the Offeror is a partnership or joint venture, all parties must meet the criteria to be eligible for the preference. A booklet fully describing the Alaska Preferences (Bidder, Offeror, Product, Disabilities, Veteran) program is available at <http://doa.alaska.gov/dgs/pdf/pref2.pdf>. A detailed description of the Alaska Products Preference Program is available at <http://www.commerce.state.ak.us/ded/dev/prodpref/prodpref.htm>.

The procurement Agency will make a determination of **responsibility** as required by 2 AAC 12.500. If the lowest Offeror is declared responsible, the procurement Agency will execute the *Notice of Award / Notice to Proceed*, Form SPC-003, and send it to the Offeror for acknowledgement. If the lowest Offeror is found to be nonresponsive, this process will be repeated with the second lowest Offeror -- and so on until the lowest responsive and responsible Offeror is determined.

**NOTICE OF AWARD AND PROTEST:** A written notice will be provided on all Awards exceeding \$ 25,000 (2 AAC 12.400(h)). All protests must be filed with the Commissioner of the procurement Agency (or designee) and copied to the Procurement Officer. Protest procedures are described in AS 36.30.560 and 2 AAC 12.695. The extent of the protest remedy is limited to quote preparation costs (AS 36.30.585).

### **3. INDEMNITY AND INSURANCE – The following insurance is required for all construction contracts:**

#### **Article 1. Indemnification**

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

#### **Article 2. Insurance**

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

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

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

**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 occurrence.