

## **I. NOTICE AND INSTRUCTIONS TO BIDDERS**

### **1. Bid Documents & Submittal.**

- a. Matanuska Electric Association, Inc. (hereinafter called the “Owner”) is requesting bids for the project called HQ Mechanic Shop HVAC Upgrades (hereinafter called the “Project”). The documents outlined in the table of contents for RFB 24-23862 in conjunction with any addendums to RFB 24-23862 shall hereinafter called the “Bid Documents” and may be obtained electronically through the Owner’s ShareFile site. Access to the ShareFile site can be obtained by contacting Marcy Sutton, Procurement & Warehouse Manager at (907) 761-9292. Bids shall be submitted electronically through uploading them to the Owner’s ShareFile site on or before 4:00 P.M. Alaska Daylight Time (AKDT) Friday, March 29, 2024. Any bid uploaded subsequent to the time specified will be rejected.
- b. An electronic pre-bid meeting shall be held via Zoom © at 10:00 A.M. AKDT, Tuesday, March 12, 2024. Attendance at this conference is mandatory. Please contact Marcy Sutton a minimum of 24-hours prior to the conference to set up the Zoom © meeting notice. Questions related to the Bid Documents are due no later than 12:00 P.M. AKDT, Tuesday, March 19, 2024. Questions must be submitted electronically (email) to [FormalQuestions@mea.coop](mailto:FormalQuestions@mea.coop). Bidders are prohibited from contacting any employee, board member, agent, or other associate of MEA regarding this request except as permitted in the “Request for Additional Information” section below. Responses to questions will be provided to those who attended the mandatory pre-bid meeting, by 5:00 PM, AKDT, Friday, March 22, 2024.

### **2. Offer of Contract.** The undersigned (hereinafter called the “Bidder”) hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation, and other means required to construct the Project in strict accordance with the Bid Documents for the prices hereinafter stated. It is understood that the term “Bidder” shall be interchangeable with “Contractor” for this Project once the Owner issues the Notice to proceed.

### **3. Description of Project.** The Project will approximately consist of the following:

- a. Palmer Headquarters Mechanic Shop HVAC Upgrades: This project will be to construct upgrades to the existing ventilation system in the vehicle bays, break room, and office of the MEA Palmer Headquarters Mechanic Shop. Included in the scope of work will be: procurement of specified equipment, demolition of existing air handling units and ductwork, and installation of new air handling units, heating coils, supply fans, and ductwork. The scope of work also includes all electrical, plumbing, and structural modifications necessary to support the HVAC upgrades, as shown in the project plans and specifications.

The Project is located at 163 East Industrial Way, Palmer Alaska, 99645, in the City of Palmer and Matanuska-Susitna Borough, all as more fully described in the Bid Documents.

### **4. Work on Energized Lines.** Not Used.

5. Materials. Materials are to be furnished by the Bidder. Transportation of materials is incidental to the affected bid unit; no additional compensation will be given for equipment and/or labor to transport materials.
6. Obtaining Documents. The Bid Documents may be obtained from the Owner, electronically via Owner's ShareFile site. Access to Owner's ShareFile site can be obtained by contacting Marcy Sutton, Procurement & Warehouse Manager at (907) 761-9292.
7. Manner of Submitting Bids. Bids and all supporting instruments must be submitted on the forms furnished by the Owner and must be submitted electronically via Owner's ShareFile site. Bids must include high quality scans of the original signatures. Bidder may submit Section IV, Bid Unit Schedule, and Section V, Bid Summary & Acceptance, on Microsoft Excel spreadsheets or a PDF of the Excel spreadsheet. No alterations or interlineations will be permitted, unless made before submission, and initialed and dated.
8. Familiarity with Conditions. Prior to the submission of the Bid, the Bidder shall make and shall be deemed to have made a careful examination of the site of the Project and of the Bid Documents, and forms of Contractor's Bid and Contractor's Bond on file with the Owner, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general location conditions and all other matters that may affect the cost and the time of completion of the Project. Bidders will be required to comply with all applicable statutes, regulations, etc., including those pertaining to the licensing of contractors, and the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq) and regulations issued pursuant thereto.
9. Bidder Prequalification. Bidding is open to all contractors. Contractors are not required to prequalify prior to bidding the Project. However, the following documents must be submitted with the bid. These submittal documents are described below in 9.a through 9.e, and shall hereinafter be called the "Reference Documents".
  - a. Resumes of all proposed superintendents and foremen that will be working on the Project. Resumes should include previous project experience that is similar to this Project.
  - b. A list of construction projects similar to this Project, completed by Bidder in Alaska in the last three (3) years.
  - c. Copies of Bidder's Alaska Business License and Alaska Contractor's License.
  - d. Bidder's list of key personnel designated for after-hours Projects follow-up and emergency response including business, home, and cellular numbers.
  - e. A copy of Bidder's OSHA 300 (summary page only) plus Recordable Incident Rates for the previous two (2) calendar years.
10. Alternate Designs. The Owner reserves the right to confine its consideration of the bids to the design specified in the Bid Documents.

11. The Time for Completion of Construction. All construction, commissioning, and testing shall be completed per the dates outlined in the Special Provisions in Appendix C. Final invoicing shall be provided by September 30, 2024.
12. Bid Bond. The Bid must be accompanied by a Bid Bond in the form attached or a certified check drawn on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum bid price. Each Bidder agrees, provided its bid is one of the three low bids, that, by filing its bid together with such Bid Bond or check, if required, in consideration of the Owner's receiving and considering such bid, said bid shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by the Owner until a bid is accepted and a satisfactory Contractor's Bond, if required, is furnished by the successful Bidder, or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of bids, whichever period shall be the shorter. If such bid is not one of the three low bids, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.
13. Contractor's Bond. The successful Bidder will be required to furnish a Contractor's Bond, in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the sum of the contract price.
14. Failure to Furnish Contract Documents. Should a Bidder fail or refuse to furnish a Contractor's Bond, or any other documentation required in the Bid Documents, within ten (10) days of the written Notification of Acceptance of the bid by the Owner, the Bidder will be considered to have abandoned the bid. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the bid, to retain from the proceeds of the certified check, the difference (not exceeding the amount of the certified check) between the amount of the bid and such larger amount for which the Owner may in good faith contract with another party to construct the Project. The term "Successful Bidder" also called the "Contractor" shall be the Bidder who has submitted all documentation required in the Bid Documents, both before and after the Notification of Acceptance, and the Owner has accepted and approved that documentation and issued a written Notice to Proceed (NTP).
15. Contract is Entire Agreement. The Contract to be affected by the Owner issuing a written NTP, which shall be deemed to include the Bid Documents and the documentation in Section II, and shall be the entire agreement between the parties thereto. There are no promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations, or agreements, either written or oral, between the parties hereto.
16. Mutual Participation. The Bidder acknowledges that it has had the opportunity to have the Contract reviewed by its attorney. Both parties agree and acknowledge that the terms of this Contract shall not be construed in a manner to favor one party or the other.
17. Minor Irregularities. The Owner reserves the right to waive minor irregularities or minor errors in any Bid, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the bid in which they occur prior to the acceptance thereof by the Owner.
18. Balanced Bid. The Owner reserves the right to reject any or all bids. The attention of Bidders is especially called to the desirability of a proper balance between the total prices for the respective Bid Units.

The Owner reserves the right to require changes in particular unit prices if, in the sole opinion of the Owner, an imbalance is present. Failure to adjust these unit prices to the satisfaction of the Owner may result in rejection of the bid.

19. Discrepancy in Unit Prices. Where the unit prices in a bid are separated into columns designated as "Unit Labor", "Unit Material", "Unit Labor & Material" and "Extended Cost" where a discrepancy appears between the unit costs and the calculated extended cost, the "Unit Labor & Material" cost shall control.

20. Definition of Terms. The terms "Engineer," "Work", "Notification of Acceptance", "Completion of Construction" and "Completion of the Project" as used throughout the Bid Documents shall be as defined in Article VI.1, of the Sample Contract in Appendix A.

21. The Owner Represents:

- a. All funds necessary for prompt payment for the construction of the Project will be available.

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representations or if any of such representations shall be incorrect, the Contractor will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation, provided the Contractor shall have promptly notified the Owner in writing of its desire to extend the time of completion in accordance with the foregoing; provided, however, that such extension, if any, of the time of completion shall be the sole remedy of the Contractor for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with sub-paragraph a. hereof.

22. Payrolls and Associated Records.

- a. For work traditionally performed by the bargaining unit, the Bidder and all subcontractors shall be subject to the union signatory section of the Owner's Outside CBA, dated November 1, 2021, and shall either (1) be signatory to an IBEW Local Union 1547 contract, or (2) pay its employees the total straight time wages for electricians (Class Codes A0701 through A0707) set by the Department of Labor & Workforce Development in the most current version of Wage & Hour Administration Pamphlet No. 600 "Laborers' and Mechanics' Minimum Rates of Pay." This pamphlet may be obtained from any office of the Division of Labor Standards and Safety, Wage and Hour Administration, or from the Department of Labor's web site at <http://www.labor.state.ak.us/lss/pamp600.htm>.
- b. The Bidder shall maintain payrolls and associated records relating thereto of all employees employed during the course of this Work and shall preserve them for a period of three years thereafter. Such records shall contain the name and address of each such employee, his correct classification, rate of pay daily and weekly, number of hours worked, itemized deductions made, actual wages paid, and benefits (including rate of contributions for, or costs assumed to provide benefits).
- c. The Bidder shall make the records required under this clause available for inspection by authorized representatives of the Owner and shall permit such representatives to interview employees during working hours on the job.

- d. Any breach of these conditions constitutes a substantial and material breach of the Contract and may result in termination of the Contract and may result in the Contractor's removal from the Owner's prequalified bidders list, or both.

23. Designated Representative. The Owner's designated representative with respect to the Work to be performed under this Contract shall be the Site Engineer or such other person as the Owner may designate in writing. Such person shall have complete authority to approve invoices and change orders, transmit instructions, receive information, and interpret and define the Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.