

INVITATION TO BID NUMBER 2013-0200-2007

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Administration
Division of General Services
333 Willoughby Ave. Suite 700
P.O. Box 110510
Juneau, Alaska 99811-0210

THIS IS NOT AN ORDER

DATE ITB ISSUED: June 7, 2013

ITB TITLE: Furnish and Installation of Commercial Pallet Racking/Shelving.

SEALED BIDS MUST BE SUBMITTED TO THE DIVISION OF GENERAL SERVICES (DGS) OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 1:30 PM ON JUNE 17, 2013, AT WHICH TIME THEY WILL BE PUBLICLY OPENED. SEE PAGE TWO FOR ADDITIONAL INFORMATION CONCERNING EMAILED BID SUBMISSIONS.

DELIVERY LOCATION: PER ITB

DELIVERY DATE: PER ITB

F.O.B. POINT: FINAL DESTINATION

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Alaska business license, submits a bid under the name as appearing on the person's current Alaska business license and has written the license number below or has submitted one of the following forms of evidence of an Alaska business license with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the State will reject the bid. If a bidder fails to comply with (2) of this paragraph, the State may reject the bid, terminate the contract, or consider the contractor in default. Bids must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive.

<i>Matthew L. Pegues</i>	_____	DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER PREFERENCE?
MATTHEW L. PEGUES	COMPANY SUBMITTING BID	[] YES [] NO
CONTRACTING OFFICER	_____	
DEPARTMENT OF ADMINISTRATION	AUTHORIZED SIGNATURE	SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY.
DIVISION OF GENERAL SERVICES	_____	
TELEPHONE NUMBER	PRINTED NAME	
907-465-5681	_____	
	DATE	FEDERAL TAX ID NUMBER
	_____	_____
ALASKA BUSINESS LICENSE NUMBER	DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE?	TELEPHONE NUMBER
	[] YES [] NO	_____

INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2. BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

3. SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address	
Department of Administration Division of General Services P.O. Box 110210 Juneau, AK 99811-0210	
ITB No.:	_____
Opening Date:	_____

EMAILED BID SUBMISSION: Bid submissions may be emailed to doa.dgs.info@alaska.gov no later the date and time as listed on the first page of the ITB and must contain the ITB number in the subject line. Emailed bids must be submitted as a PDF attachment. Bids not submitted in a PDF format or that are unreadable by DGS may be found non responsive.

4. PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

5. VENDOR TAX ID NUMBER: If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS)36.30.560-36.30.610.

CONDITIONS:

1. AUTHORITY: This ITB is written in accordance with AS 36.30 and 2 AAC 12.

2. COMPLIANCE: In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

3. SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

4. SPECIFICATIONS: Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

5. FIRM OFFER: For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

6. EXTENSION OF PRICES: In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

7. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

8. CONSOLIDATION OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.

9. CONTRACT FUNDING: Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

10. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

11. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

12. SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

13. FORCE MAJEURE: (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

14. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

15. CONTRACT EXTENSION: Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. DEFAULT: In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

17. DISPUTES: Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

18. CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

19. SEVERABILITY: If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SPECIAL CONDITIONS:

1. ORDER DOCUMENTS: Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

2. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

3. CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

PREFERENCES:

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license; (2) submits a bid for goods or services under the name on the Alaska business license; (3) 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; (4) 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 AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of venturers that qualify under (1) - (4) of this subsection. AS 36.30.170(b).

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is a qualifying entity as defined in AS 36.30.175, they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

3. USE OF LOCAL FOREST PRODUCTS: In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010.

4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.

5. ALASKA PRODUCT PREFERENCE: A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

6. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and is the lowest responsive and responsible bidder with a bid that is no more than fifteen percent (15%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.

7. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), is a qualifying entity as defined in AS 36.30.170(e) and (j), and is the lowest responsive and responsible bidder with a bid that is no more than ten percent (10%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(e).

8. EMPLOYERS OF PEOPLE WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and, at the time the bid is submitted, employs a staff that is made up of fifty percent (50%) or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible bid that is no more than ten percent (10%) higher than the lowest responsive and responsible bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(f).

9. PREFERENCE QUALIFICATION LETTER: Regarding preferences 5, 6, and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskan's with disabilities, and, [3] employers who qualify for preference as employers of people with disabilities. In accordance with AS 36.30.170(j), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 5, 6, or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list, at the time the bid is opened, and must provide the procurement officer a copy of their certification letter. Bidders must attach a copy of their certification letter to their bid. The bidder's failure to provide the certification letter mentioned above, with their bid, will cause the State to disallow the preference.

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: At the time the bids are opened, all bidders must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Bids must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Bidders must submit evidence of a valid Alaska business license with the bid. A bidder's failure to submit this evidence with the bid will cause their bid to be determined non-responsive. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the offeror has a valid Alaska business license and has included the license number in the proposal (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license;
- (2) submits a proposal for goods or services under the name on the Alaska business license;
- (3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (4) 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 (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS

32.06 or AS 32.11 and all partners are residents of the state; and

- (5) if a joint venture, is composed entirely of entities that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Affidavit

In order to receive the Alaska Bidder Preference, the bid must include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Division of General Services at one of the following numbers no later than June 12, 2013, to make any necessary arrangements.

Telephone: 907-465-5681
Fax: 907-465-2189
TDD: 907-465-2205

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

PREFERENCE QUALIFICATION: In order to qualify for an Employment Program Preference, an Alaskans With Disabilities Preference or an Employers Of People With Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract

NEWS RELEASES: News releases related to this RFP will not be made without prior approval of the project director.

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the acquisition and installation of commercial pallet racks as described on page 13 under **SPECIFICATIONS**. These pallet racks will be used for storing a combination of geological samples in boxes or on pallets. DOA reserves the right to purchase additional racking for this project at the contract prices if additional funding becomes available.

WRITTEN QUESTIONS: Questions concerning this ITB must be submitted in writing to Matt Pegues at matthew.pegues@alaska.gov no later than 4:30pm Alaska Daylight Time on June 11, 2013. DGS will attempt to reply to all emailed question no later than 4:30pm Alaska Daylight Time on June 12, 2013. DGS will reply with a single email addressing all questions received. Please contact Matt Pegues if you do not have any question but want to be included in the email response to the submitted questions.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

PAYMENT FOR STATE PURCHASES: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest

will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

FEDERAL EXCISE TAX: The State of Alaska is exempt from Federal Excise Tax except for the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air charter.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

The State of Alaska is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of contracting officer (or project manager), assigned by the Department of Administration, Division of General Services.

SHIPPING DAMAGE: The state will not accept damaged goods. The contractor must inspect for dents, scratches, or other damage and replace all damaged goods and no additional cost to the state. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

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.

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, non-renewal,

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.

Proof of insurance is required for the following:

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.

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.

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.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

BRAND AND MODEL OFFERED: Bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the state to consider the offer non-responsive and reject the bid.

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

SUPPORTING INFORMATION: The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the

material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE: By signature of the bid and by checking the Agricultural and Fisheries Product Preference box beneath each line item, the bidder certifies that the product offered meets the requirements of AS 36.15.050 and is entitled to a preference in accordance with the provisions of that statute. Only agricultural, dairy, timber, or lumber products harvested within the state will be considered when the price offered is within 7% of the lowest priced offered for out of state harvested products. Only fisheries products which are harvested or processed within the jurisdiction of the state will be considered when the price offered is within 7% of the lowest prices offered for out of state jurisdiction harvested or processed fisheries products.

ALASKA PRODUCT PREFERENCE: Bidders who offer products which have received certification by the Department of Commerce and Economic Development and that are listed in the current published edition of the "Alaska Products Preference List" will receive this preference. In order to qualify for the Alaska Product Preference, a bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or regulations that allow for product exchanges/substitutions, or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a three percent preference.
- Class II products receive a five percent preference.
- Class III products receive a seven percent preference.

Bidders must check the correct preference box beneath each line item. When the bids are evaluated, the preference percentage will be deducted from the bid price. If a bidder fails to check one of the product preference boxes, no preference will be given.

EXAMPLE

BID SCHEDULE					
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	60	DOZ.	Ajax Eggs	\$ _____	\$ _____

I certify that the product offered is entitled to the local agricultural, timber, or fisheries product preference in accordance with AS 36.15.050. ☐ YES ☐ NO

2.	20	EACH	Ajax Aluminum Widgets	\$ _____	\$ _____
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I certify that the product offered is entitled to a:

- (1) CLASS I @ 3% ☐
- (2) CLASS II @ 5% ☐
- (3) CLASS III @ 7% ☐

Alaska Products Preference in accordance with 3 AAC 92.

ACCESSORIES: When accessories are supplied, they must be certified to be compatible with the racking. Certification will be written evidence satisfactory to the state that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the state will cause the state to consider the bid non-responsive and reject the bid.

ITEM UPGRADES: The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

DELIVERY: Delivery for this product is scheduled between January 15, 2014, and February 15, 2014. Contractor is responsible for storing product in manufacturer's unopened packaging, under cover, and elevated above grade until job-site is ready for project to start.

F.O.B. POINT: All goods purchased through this contract will be F.O.B. final destination. All bids must include the delivery cost to the job site located at 3651 Penland Parkway, Anchorage, Alaska.

PARTS BOOKS AND MAINTENANCE MANUALS: Parts books and maintenance manuals must be provided at the same time that the equipment is delivered. The cost of the parts books and maintenance manuals is to be included in the bid price of the equipment.

REQUIRED MANUALS AND HARDWARE: The items purchased are to be shipped complete with the instructions and hardware required for installation. An operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals is to be included in the bid price of the equipment.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

PACKAGING: The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse storage.

WARRANTY: Provide one year manufacturer warranty covering defects of manufacturing and workmanship and rust and corrosion. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the state. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The state is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and
2. if the state's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, installation, and inspections. Service, installation, and inspections that are improperly done will be done over, by the contractor, at the contractor's risk and expense.

MANUFACTURER QUALIFICATIONS: The manufacturer of the pallet racking must specialize in manufacturing of the products specified in the **SPECIFICATIONS** section, with not less than five years of documented experience.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

SPECIFICATIONS

SHELVING SPECIFICATIONS

1.01 REFERENCE STANDARDS

- A. ANSI MH28.1 - American National Standard for the Design, Testing, Utilization and Application of Industrial Grade Steel Shelving - Specifications; 1997.
- B. ASCE 7 - Minimum Design Loads for Buildings and Other Structures; American Society of Civil Engineers; 2011.

1.02 SHELVING - GENERAL

- A. Shelving: Provide products tested to comply with ANSI MH28.1 for design criteria, lateral stability, shelf connections, and shelf capacity.
- B. Seismic Design: Design for Seismic Zone D (International Building Code) as prescribed by the Municipality of Anchorage for Anchorage Hazard Zone 2 (www.muni.org/Departments/OCPD/development/BSD/Pages/DesignDataforAnchorage.aspx), in accordance with applicable building code.
- C. Anchors: Provide anchoring hardware to secure each shelving unit to 9" thick reinforced concrete floor slab.
 - 1. Provide hardware of type recommended by manufacturer for substrate.

1.03 FOUR POST SHELVING (PALLET RACKS)

- A. Four Post Shelving: Steel post-and-beam type with sway bracing, shelving brackets, shelving surfaces, and accessories as specified.
 - 2. Shelf Capacity: Each 42"D x 96" wide unit shall be capable of supporting 3600 pounds per shelf with the number of shelves indicated below, including identified future expansion capability.
 - 4. Shelves per Unit: provide 6 shelves per unit placed at 24" vertical spacing with first shelf placed at 36" and the topmost shelf at 156" above concrete slab, but design to accommodate future upward expansion to 8 total shelves with top shelf at 216" above concrete slab.
 - 5. Unit Height: 216", overall, note that upper 60" is reserved for future shelving.
 - 6. Finish: Baked enamel, medium gloss.
 - 7. Color: As selected by Owner's Representative from manufacturer's standard range.
 - 9. Column Reinforcement and Protection: At lower 96" of columns.
 - 10. Accessories: Provide beam ties, upgraded beam end plates, upgraded column base plates (eccentrically mounted towards back of unit) as may be required to meet structural and seismic requirements.
- B. Shelves: Formed sheet, finished on all surfaces. The shelves are to be formed sheet, with spacing such that they meet code mandated requirements for openness without in-shelf sprinklers (not exceeding 5' in any dimension). Provide formed sheet metal of a gage that limits deflection to L/140 based on the design loads.
- C. Shelves: Formed stainless wire mesh; cut ends concealed or smoothed for safety. Provide mesh of a gage that limits deflection to L/140 based on the design loads.

INSTALLATION SPECIFICATIONS

2.01 EXAMINATION

- A. Verify that substrate is level and that clearances are as specified.
- B. Do not begin installation until substrates have been properly prepared.
- C. If substrate preparation is the responsibility of another installer, notify Owner's Representative of unsatisfactory preparation before proceeding.

2.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

2.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Anchor and reinforce as specified, as indicated on drawings, and as recommended by manufacturer.
- C. Install shelving with shelf surfaces level and vertical supports plumb; adjust feet and bases as required.
- D. Out-Of-Square Tolerance - Four Post Shelving: Maximum of 1/8 inch difference in distance between bottom shelf and canopy top, measured along any post in any direction.

2.04 CLEANING

- A. Clean shelving and surrounding area after installation.
- B. Remove all packaging and other debris that resulted from the installation.

2.05 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

ADDITIONAL BID DOCUMENTATION

IN ADDITION TO ALL DOCUMENTATION LISTED AS REQUIRED IN THIS ITB ALL BIDS MUST INCLUDE THE FOLLOWING:

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Rated uniform shelf loads.
 - 2. Details of shelving assemblies, including reinforcement.
 - 3. Accessories.
 - 4. Substrate preparation instructions and recommendations.
 - 5. Storage and handling requirements and recommendations.
 - 6. Installation methods.
 - 7. Specimen warranty.
 - 8. Maintenance methods.
- B. Test Reports: Provide independent agency test reports documenting compliance with specified structural requirements.
 - 1. In addition to test reports, provide detailed drawings stamped and sealed by a Professional Engineer licensed in Alaska.
- C. Shop Drawings: Indicate location, type, and layout of shelving, including lengths, heights, and aisle layout, and relationship to adjacent construction.
 - 1. Indicate methods of achieving specified anchoring requirements.
- D. Selection Samples: For each finish product specified, color chips representing manufacturer's full range of available colors and finishes.

BID SCHEDULE

Item #	Description	QTY	Each	Total
1	Structural Upright 42" D X 216" H	792	\$	\$
2	Structural Channel Beam 96" W	8,592	\$	\$
3	Wire Deck 42" D X 46" W	2,578	\$	\$
4	Steel Deck for 3,007 shelves 42"D X 96"W	6,014	\$	\$
	Racking Sub Total			\$
	Accessories*			
5			\$	\$
6			\$	\$
7			\$	\$
8			\$	\$
9			\$	\$
10			\$	\$
11			\$	\$
12			\$	\$
13			\$	\$
14			\$	\$
	Accessories Sub Total			\$
15	Labor			\$
16	Freight			\$
	Total			\$

*Accessories: See **SPECIFICATIONS** section 1.04 A 10 for a list of possible accessories. Bidder must list all accessories that are necessary for racking to meet the specifications of this ITB. All accessories must be acceptable to racking manufacturer. Bidder must provide a description for each line item.

Structural Upright Brand & Model Offered: _____

Structural Beam Brand & Model Offered: _____

Wire Deck Brand & Model Offered: _____

Steel Deck Brand & Model Offered: _____

Accessories Brand & Model Offered: _____

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.

Bidder's may submit additional bid schedules if additional space is needed to list all required pricing and/or listing brand & model offered.

Estimated quantities are for evaluation purposes only. The state does not guarantee any minimum or maximum purchases as a result of this contract.

BID SCHEDULE (cont.)

GUARANTEED DELIVERY: _____ calendar days after receipt of order.

BIDDER'S ADDRESS: _____

Contact: _____

Phone: _____

Toll Free: _____

[FOR STATE USE ONLY. THIS INVITATION TO BID COVERS PR# _____]