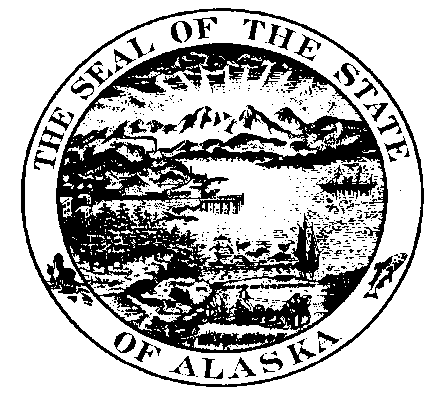
AMENDMENT 3 – February 7, 2019



State Of Alaska

Department of Transportation & Public Facilities

State Equipment Fleet

5420 Dr. Martin Luther King Jr. Ave

Anchorage, AK 99507

Invitation to Bid SEF- 2169

Title of ITB: Purchase 48,900 lb. Excavator

Date of Issue: January 17, 2019

Request for Amendments Due (Reference Item 14): January 29, 2019 @ 2:30 PM

(Per Amendment 2) New Bid Opening Date: ~~February 7~~, February 13, 2019 @ 2:30 PM

Contracting Officer: Abby Applebee

Phone: (907) 269-0786

E-Mail: abby.applebee@alaska.gov

**[CLICK HERE TO REGISTER WITH PROCUREMENT OFFICER](http://www.dot.state.ak.us/sef/bid_request.shtml" \t "_blank)**

Offerors Are Not Required To Return This Form.

**Important Notice**: If you received this solicitation from the State of Alaska’s “Online Public Notice” web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer

# TERMS AND CONDITION

NOTE: This section will be used for Terms and Conditions that are "special" and/or unique to a particular ITB. The paragraphs in this section may change from bid to bid. Accordingly, bidders must review this section to insure compliance.

## INTENT:

This invitation to bid (ITB) is intended to result in the purchase of a 48,900 lb. Excavator:

Contract Period**:** One Time Purchase

Quantities: One (1)

Location of Use: Soldotna, Alaska

Warranty locations: Anchorage at a minimum

In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.

At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

## DELIVERY:

Pre-delivery service: Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. Inspection must include the following (as applicable to the type of equipment):

Dealer and vehicle identification.

Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.

The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.

Fuel tank shall be filled to at least register a minimum ¼ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.

The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.

Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.

Inspections: The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:

Repair or replace at contractor's expense, any or all of the damaged goods.

Refund the price of any or all of the damaged goods, or

Accept the return of any or all of the damaged goods.

Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the bidder.

Acceptance: Units will not be considered “Accepted” until all deficiencies have been corrected. This includes item 2.5 Line Sheets/Bill of Materials, 2.6 Parts & Service Information, and 8.0 Publications.

Delivery Receipt: A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency.

Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

## BUILD SHEETS:

(\*) Build Sheets/Bill of Materials: It is required at the time of delivery that the successful bidder provides a comprehensive listing of all components used to assemble the unit. Build Sheets to include:

Any components installed by the manufacturer, subcontractor, or the successful bidder. Information will include at a minimum, make, model and serial number on items such as engines, transmissions, axles, tires, bodies, etc. The listings will be specific to each piece of equipment.

(\*) Parts & Service information: It is required at the time of delivery that the successful bidder provides a comprehensive listing of parts & service information. Information will include, at a minimum, list of all required filters, list of all required oil types by compartment, quantity of oil needed, service schedule listing required service items by hours/miles and date, and a recommended parts stock list.

PDF copies of Build sheets and Parts/Service information must be emailed to: [jonathan.skinner@alaska.gov](mailto:jonathan.skinner@alaska.gov), for archiving and sharing with the proper SOA departments.

## F.O.B. POINT:

The F.O.B. point is as listed in Section III, Bid Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the State. Equipment is not to be driven on the Alcan Highway without prior written approval from the contracting officer.

The cost of shipping and delivery for orders beyond the limits of Seattle/Tacoma dock will be handled as follows. The contractor will prepay the shipping and delivery charges to any destination named by the State in its order. The contractor will charge-back those shipping and delivery charges to the State as a separate line item on the State’s invoice.

All shipping charges over $100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.

Shipping must be consolidated for the best possible price. Shipping items separately must be pre-approved by the Contracting Officer PRIOR to shipment. For example, GP Bucket or Spare Tire not being shipped with host unit must be pre-approved.

## DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.

In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of equipment in this this class, that daily rental fee is determined to be $690.00. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to perform inspection.

These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

## EQUIPMENT RELIABILITY:

Reliability of equipment is of paramount importance to the State. It is the policy of SEF to require minimum levels of reliability from owned or leased equipment for it to be considered acceptable. Equipment offered for this bid must be capable of meeting the acceptable reliability standard stated below.

Acceptable Reliability: The State will monitor equipment reliability. Acceptable reliability for this contract is achieved when a machine achieves or maintains a Reliability Ratio (RR) equal to or exceeding the following:

.90 (90 percent) PR during any consecutive 12-months (365 days) during the warranty period.

.75 (75 percent) PR per operational month (recognizing operational as subject to weather and being defined by calendar days) during the consecutive 12-month period.

PR below the state percentages do not meet minimum reliability requirements for state owned equipment.

Machine Failure and Downtime: Machine Failure is any and all loss of capability to perform fully, as specified, which is not attributed to Conditioned Failure. Machine Failure resulting in the unit being out of service is defined as Downtime.

Conditioned Failure is any Machine Failure attributable to accident, operator abuse or other external cause not attributable to a defect in the machine itself.

Downtime is the actual number of days or fractions of days that the equipment is in a state of Machine Failure. Downtime does not count time used for scheduled maintenance (including preventative maintenance and scheduled major overhauls), time lost for repair maintenance and scheduled major overhauls, time lost for repair of damage as a result of operator abuse or machine misapplication; or time lost as a result of accident or an act of God. Downtime includes:

Actual shop hours (and/or field repair hours) required to return unit to full operational status following machine failure, including trouble-shooting, repair, necessary replacement of parts, and necessary adjustments. Time lost waiting for parts and/or vendor assistance. “Waiting downtime” also applies if need for parts/assistance is discovered during routine maintenance and return to service is deemed counterproductive. In this case, “waiting time” clock begins with notice of need to vendor. Allowance may be considered in “waiting time” calculations if arrival of parts/assistance is delayed by transportation shutdown, to include verifiable transportation scheduling difficulties such as infrequent flights as long as all reasonable alternatives have been exhausted. Parts and assistance are to be provided by the quickest means reasonably possible to avoid unnecessary delays and downtime.

Out of Service Report (OSR): Downtime resulting from machine failure is the actual number of hours a machine is out of service as recorded on the OSR or in the Equipment Maintenance Management System (EMS).

The State will record all downtime on an OSR or EMS work order, which will be originated for each occurrence of downtime. The document will show the date and time a unit went down, the location where the machine was based, the reason the machine is down, date and time the vendor was notified (if applicable), the date and time the machine was returned to service, and the total hours of downtime.

The Contract Manager will finalize and approve the OSR or EMS work order. Both are available for contractor review.

Reporting Downtime: The Contracting Officer will maintain documentation of all Downtime, and shall send copies of such documentation to the contractor.

Calculation of Reliability Ratio: RR is the mathematical ration of operated time (uptime) to out of service time (downtime). The RR will be calculated according to the following formula:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |
|  | RR= | Days in a Month – Days out of Service\* | | | |  |  |
|  |  | Days in a Month \*\* | |  |  |  |
|  | Note \*: Fractional days apply, i.e., a unit is out of service 8 hours in a 24 hour period equals 1/3. | | | | | | |
|  | Note \*\*: A day is allocated as 24 consecutive hours from 12:00 AM to 12:00 PM. | | | | | | |
|  | Example: 30 days in a month with 2 days and 8 hours out of service would result in: | | | | | |  |
|  | RR= | 30 – 2.33 | = .92 |  |  |  |  |
|  | 30 |  |  |  |  |

Unacceptable Reliability: If an item of equipment fails to perform at an acceptable level of reliability during the warranty period, the Contracting Officer will notify the contractor and request immediate remedy. Failure to remedy the piece of equipment within 30 days for failure will result in a breach of contract and the immediate return of the equipment and reimbursement of the Guaranteed Value (V) of the unit:

Original Cost of the unit less (-) Freight = $\_\_\_\_\_\_\_\_\_\_ (V)

Guaranteed Value (V) less (-) the Cost of Operation as listed in the Equipment Rental Rate Blue Book or comparable equipment or the current Federal Fixed Usage Rate for the Class for the State of Alaska (a, b or c per hour) times (X) the number of hours used = \_\_\_\_\_\_\_\_\_\_\_(DV).

Example: Cost of a single unit, less freight = $150,000. The hourly cost is $150.00 per hour. The unit was used 150 hours prior to failing the acceptable reliability. The contractor guarantees the unit’s worth at $127,500.00.

Prior to return, the State will correct all reasonable cosmetic deficiencies (such as excessive rust) and those deficiencies that are directly related to damage due to accidents, misuse of equipment or failure to operate or maintain equipment as prescribed by the vendor/manufacturer, prior to public auction.

The tires will be serviceable with at least 50% remaining thread.

Oil samples, as per manufacturer’s service manual recommendations, will be taken by State of Alaska maintenance personnel on the engine, transmission, differentials and hydraulics.

In the case of dispute, at the expense of the State, a qualified agent from Northern Adjusters, Inc. or another professionally recognized appraiser may be commissioned for an independent claim appraisal. Such appraisal shall be binding upon the State and the contractor.

## WARRANTY:

Standard Warranty Package: Unless otherwise stipulated by this ITB, the successful bidder will provide a one-year (12-month) warranty.

Full (100%) Parts and Labor Warranty Coverage of all components for 12 months (year one), from the date the unit is placed in service at the assigned location.

Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.

Should the manufacturer’s standard warranty exceed the minimum State warranty requirements, the manufacturer’s warranty will run in conjunction with and enhance the State’s warranty, then continue for the remainder of its term.

For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.

Warranty on Attachments: Same as Standard Warranty Package.

In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

Warranty Claims: Warranty will be provided at the unit’s assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.

The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.

The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.

The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work.

Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.

The vendor will be invoiced for required warranty work performed by the state.  Warranty work performed by the state will be charged at the current SEF shop labor rate at the time of the repair.  Actual repair time will be used.

Warranty Performed by Vendor: The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the bidder’s closest warranty service center within the State of Alaska to the location of the equipment under warranty.  Travel costs will be billed as follows:

Mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.

Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized $60.00 per day.

Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the coach ticket.

Lodging shall be reimbursed at actual and shall not exceed $150.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.

Travel will only be reimbursed for time in Alaska.

After hours, weekend and holiday travel must be approved by the contracting officer to be considered for reimbursement. The State will not pay for weather delays.

Authorized Warranty (Contractor/Bidder): Contractor (bidder) must have Authorized Warranty Dealer that has all required licenses, facilities and factory certified and trained personnel necessary to perform the warranty servicing and repair work.

Provide name and address for each Authorized Warranty Dealer for each location.

(\*)

Provide contact name and contact information for Warranty Administrator:

(\*)

Provide documentation of factory certified and trained personnel:

(\*)

The ultimate responsibility for warranty lies with the contractor (bidder).

The State reserves the right to inspect the warranty facility and diagnostic equipment prior to issuing the Notice of Intent to Award a contract.

Factory Recall: Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.

## REPAIR ORDERS AND DOCUMENTATION:

Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

## PUBLICATIONS:

Paper publications are to be received by the State at the time of delivery. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska.

All paper manuals are to be pre-assembled in factory binders and labeled prior to delivery.

Operator’s Manuals: Complete paper set to include prime unit and attachments.

Service Manuals must include the following: Complete paper set to include applicable information covering prime unit and attachments. Body, chassis, electrical, engine, transmission, and differential(s) (service and rebuild). Electrical troubleshooting. Wiring diagrams. Engine/emission diagnosis.

Parts Manuals must include the following: Complete paper set covering prime unit and attachments. If updates are not provided during the warranty period, the State may order them from the manufacturer and bill the contractor for the full cost, including shipping. Parts manuals are to be customized by serial number.

Quantities: Each unit requires 1 complete paper set of operator’s manuals, service manuals, and parts manuals. If paper publications are listed as an optional item in the bid price schedule, then, if paper publications were not ordered, only the operator’s manuals will be required.

In addition to the paper publications listed, online access to manuals must be provided at time of delivery. All shared access credentials shall be provided to: [jonathan.skinner@alaska.gov](mailto:jonathan.skinner@alaska.gov), for archiving and sharing with the proper SOA departments.

Service Bulletins, Etc.: The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvement’s that may affect the maintenance, reliability, longevity, and safety of our equipment.

## STATEMENT OF ORIGIN:

The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be delivered with the invoice to:

DOT&PF, HQ State Equipment Fleet

5420 Dr. Martin Luther King Jr. Avenue

Anchorage, Alaska 99507

## WEIGHT VERIFICATION SLIPS:

If required in the Bid Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

## PRICE:

Price Guarantee: The Contractor is responsible to maintain prices under the contract firm for 180 days after bid opening. All price increases or decreases must remain firm for the following 180 days.

NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.

Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:

The increase is a result of the increased cost at the manufacturer’s level and not costs under the contractor’s control.

The increase will not produce a higher profit margin for the contractor than that on the original contract.

The increase affects only the item(s) that are clearly identified by the contractor.

Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year’s price and the current difference in the price being requested.

Price Decreases: During the period of the contract, the Contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor’s failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

Manufacturer’s Rebate (Incentives): In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

## REPLACEMENT PARTS AND REPAIRS:

This contract encompasses a full parts and labor contract for manufacturer parts and repairs for the entire warranty period.

The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their authorized warranty facilities for the entire warranty period within seven (7) days of order. All other parts must be available within ten (10) working days.

Back order procedures: Back orders are acceptable; however, the ordering shop shall be appraised at time of original orders as to the expected delay in delivery.

Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.

If the manufacturer’s warranty exceeds the stated warranty then manufacturer’s warranty supersedes.

Parts Return: Within 12 months of the invoice date, the State is to be allowed to return new parts with full refund, less actual shipping charges. Cores returned within 12 months of original invoice date will receive full core credit. Returned parts will be in new, resalable condition. Refund will be in the form of a credit/invoice credited to the SOA account with the vendor.

Invoicing: Full description of item is required on all invoices, packing lists and billings.

# INSTRUCTIONS TO BIDDERS:

## 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.

## BID FORMS:

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

## 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 Transportation & Public Facilities  HQ State Equipment Fleet  5420 Dr. Martin Luther King Jr. Avenue Anchorage, AK 99507 ITB No.: \_\_\_\_ Opening Date: \_\_\_\_\_\_ |
|  |

## 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.

## 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.

## 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:

## AUTHORITY:

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

## 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; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

## 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.

## 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.

## 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.

## 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.

## BID PREPARATION COSTS:

The State is not liable for any costs incurred by the bidder in bid preparation.

## 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.

## 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.

## 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.

## ASSIGNMENT(S):

Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State’s approval of an assignment will be rejected as nonresponsive.

## 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.

## FORCE MAJEURE:

(Impossibility to perform): The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, 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.

## LATE BIDS:

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

## 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.

## 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.

## DISPUTES:

If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

## 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.

## 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.

## GOVERNING LAW; FORUM SELECTION:

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## NEW EQUIPMENT:

Equipment and components offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment and components delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

## ACCESSORIES:

When accessories are supplied, they must be certified to be compatible with the rest of the equipment. 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.

## BRAND SPECIFIC:

Certain items may be designated brand specific. When an item is so designated no substitutions for the brand and model specified will be allowed.

## INSPECTION:

Equipment offered for lease may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

## ALTERATIONS:

The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.

## DISCONTINUED ITEMS:

In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

## 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 TIME:

The elapsed time between the time the state places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "Bid Schedule". This processing time is to remain constant throughout the life of the contract(s).

## DELIVERY CONFIRMATION:

Bidders must obtain a confirmation from the manufacturer that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates. A copy of the manufacturer’s confirmation may be included with the bid or submitted within 10 days of the state's request. The bidder's failure to provide the manufacturers confirmation as required will cause the state to consider the bid non-responsive and reject the bid.

## ADVANCE NOTICE OF DELIVERY:

The contractor must notify the freight company that delivers the order that the state facility receiving the order requires 24 hours advance notice of delivery.

## 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.

## CONTINUING OBLIGATION OF CONTRACTOR:

Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

## ESTIMATED QUANTITIES:

The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

## SERVICE CHARGES:

Regardless whether the contractor repairs equipment on-site or off-site, the state will not be liable for any charges associated with the repair of broken equipment, including, but not limited to, unhooking, disassembly, packaging, crating, repair, transportation, replacement, reassembly, or rewiring.

## PARTS:

Only parts designed for the purpose they are being used, and warranted as new, may be used in the repair of state equipment.

## COMPLETION OF SERVICE:

The service will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications.

## SERVICE TECHNICIAN QUALIFICATIONS:

Bidders must provide evidence that the person performing the service work is a manufacturer's authorized service technician; or, the bidder may provide evidence that they have contracted with a manufacturer's authorized service technician to perform the service work.

Acceptable evidence of the service technician's competence may take the form of a letter or certificate, signed by an authorized officer of the manufacturer, that the service technician has been trained and authorized by the manufacturer to provide manufacturer's authorized warranty service.

The bidder’s failure to provide the evidence mentioned above, within the time required by the state, may cause the state to consider the bid non-responsive and reject the bid.

## 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 finished item. The state will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

## CONTRACT CANCELLATION:

The state reserves the right to cancel the contract at its convenience upon 30 calendar day’s written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

## METHOD OF AWARD:

DOT/PF is required by law to award “to the lowest responsible and responsive bidder whose bid conforms in all MATERIAL respects to the requirements and criteria set out in the invitation to bid.” AS 36.30.170.

All specifications in this ITB are important and bidders should carefully address each item. Deviation from a specification MAY result in rejection of a bid at the discretion of the Contracting Officer if the deviation is material. A material deviation is one that is significantly different from an essential aspect of a specification.

The Contracting Officer may be justified in accepting a non-material deviation - it will be determined upon the facts, circumstances, and the proposal in the bid. If a bid deviation has a negligible effect on price, quality, performance, delivery or contract conditions, it is not material and may be waived or corrected by the Contracting Officer. The State reserves the right to waive minor informalities or technical defects, which are not material, when such waiver is in the best interest of the State.

Nothing in this section shall be construed as depriving the State of its discretion in the matter of determining the lowest responsible bidder.

A Notice of Intent to Award (ITA) will be issued for all solicitations in accordance with regulations. The notice of intent to award does not constitute a formal award of a contract. Formal award is achieved through execution of the "Offer and Contract Award" section of the Invitation to Bid.

## CONTRACTOR SELECTION PROCESS:

If multiple contracts are awarded and established this selection process will be used. When an agency needs security services the lowest contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For instance, if a there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

# SPECIAL CONDITIONS:

## 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.

## 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.

## 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:

## 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 at the time designated in the invitation to bid for bid opening; (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 ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

## ALASKA VETERAN PREFERENCE:

If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), 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, and may not exceed $5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

## 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 from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

## LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

## 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.

## EMPLOYMENT PROGRAM PREFERENCE:

If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

## ALASKANS WITH DISABILITIES PREFERENCE:

If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

## PREFERENCE QUALIFICATION LETTER:

Regarding preferences 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, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), 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 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 attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

# MANDATORY CONTRACT TERMS:

## ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. 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.

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following: Copy of an Alaska business license, certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page), canceled check for the Alaska business license fee, copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office, or a sworn and notarized affidavit that the bidder 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.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

## 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: holds a current Alaska business license at the time designated for bid opening, submits a proposal for goods or services under the name appearing on the bidder’s current Alaska business license, 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, 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, or If a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

(\*) Alaska Bidder Preference Affidavit: In order to receive the Alaska Bidder Preference, the bid must also 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 Transportation at one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: 907.269.0793

Fax: 907.269.0801

TDD: 907.269.0713

## 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 Alaska Veterans Preference, Employment Program Preference, or Alaskans 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

## 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.

## CONTRACT ADMINISTRATION:

The administration of this contract is the responsibility of State Equipment Fleet, Contracting Officer, Department of Transportation.

## SHIPPING DAMAGE:

The state will not accept or pay for damaged goods. 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 provide the contractor with written notice when damaged goods are received. 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:

Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, 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.

## 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, and 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.

## NONDISCLOSURE AND CONFIDENTIALITY:

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure ( to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor’s receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

# SPECIFICATION

## GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the manufacturer's latest current production model and design, 48,900 lb. operating weight (as described herein) diesel powered track mounted hydraulic excavator complete with buckets, thumb, brush cutter attachment, tilt rotator and road pads.

Referenced Standards: The unit provided is required to meet all current federal and state regulations such as, but not limited to, EPA emissions, FMVSS, and CFR.

Certain ISO, SAE, and other consensus standards may be referenced in this specification. Unless otherwise specified, the latest version of each standard is to be understood. Such standards apply to this specification whether or not they are required by statutes or administrative law.

Component Selection: The components selected shall be rated for the maximum loading they would be subjected to in severe service. The torque rating of a driven component shall exceed the input torque. The component parts and structure of the unit shall be sized and designed to safely withstand the maximum load imposed, without failure or induction of deterioration. All units shall be constructed from current production components.

Standard Components: All components and accessories advertised in the manufacturer’s current model year brochure and specifications as standard, unless superseded by these specifications, shall be provided with the unit.

Necessary Components: Contractors shall provide any components, hardware, or part necessary for proper assembly, installation, and operation even though that item(s) is not specifically described in the bid specifications. This includes all fittings, couplers, brackets, adapters, etc. Bidders shall include the cost of such components, hardware, and parts in the bid price.

Application: Heavy-duty excavating and brush cutting. Unit will be subject to varying terrain and weather conditions to -40 ℉.

Documentation Required: A basic manufacturer's product brochure describing the equipment are to be provided with your bid package.

Specifications marked with an asterisk (\*) require supporting documentation in the form of a product brochure, manufacturer's technical data sheet, drawing, or a letter of clarification which indicates specifically what the bidder intends to supply in regard to said items and/or how specifications will be met. In order to help prevent technical errors, following each asterisked item is space that may be used to address the asterisked items. It is required that a letter of clarification or the space behind the asterisked items be used to supply the required information.

TYPICAL VEHICLES:

*CASE CX210D, CATERPILLAR 320, Volvo EC220EL* or State approved equivalent, provided all of the following specifications are met.

## POWER TRAIN:

* 1. Engine:
     1. Must meet all federal EPA emissions standards for current model year being offered.
     2. (\*) Acceptable engines: Diesel, minimum 4-cycle, 4.4L, developing ~~160~~ 159 net SAE-J1349 flywheel HP.       (Per Amendment 3)
     3. (\*) Minimum 295 lb-ft Peak Torque.
  2. Air Intake System: Two (2) stage air cleaner, dual element type.
  3. Cooling System: Extended life antifreeze protection to -50 ℉.
  4. OEM Engine Block Heater, Engine Oil Pan Heater (150-200 Watt and Hydraulic Tank Heater (300 Watt) shall be supplied.
  5. Fuel System: Minimum 85 Gallons, Def Tank ~~5.5~~ 5.0 Gallons (Per Amendment 1)

## DRIVE TRAIN:

* 1. Full hydrostatic drive.
  2. (\*) Drawbar Pull: ~~41,150~~ 40,500 pounds minimum. (Per Amendment 1)
  3. Travel Speed: ~~3.4~~ 3.3 MPH minimum. (Per Amendment 1)
  4. To include travel alarm.

## CHASSIS:

* 1. (\*) Total excavator operating weight to be a minimum 48,900 pounds.
     1. Total minimum operating weight may include lubricants, coolant, full fuel tank(s), operator (200 pounds), minimum 31.5 inch shoes, and standard general purpose bucket, as per OEM brochure.
  2. Undercarriage:
     1. Track:
        1. (\*) Gauge: 7 feet 10 inches (94 inches), +/- one (1) inch.
        2. (\*) On Ground Length: 11’ 11” (143 inches) minimum.
     2. Shoes:
        1. Triple grouser 31 inches in width, minimum.
        2. (\*) To provide an overall machine width of maximum 10 feet 6 inch (126 inches).
        3. Neoprene Track Pads:
           1. Bottom bolting rubber track pads shall be supplied and installed. Bridgestone MT-Pads or equivalent
     3. Pins and Bushings: To be sealed type.
     4. Upper and Lower Rollers:
        1. Two (2) each upper rollers, minimum.
        2. Eight (8) each lower rollers, minimum.
        3. To be sealed and lubricated type.
     5. Center Roller Guards: To be heavy-duty, bolt-on.
     6. Track Adjusters: To be hydraulically adjustable type (not gas actuated).
  3. Tow Hooks or Shackles: One (1) each front and one (1) each rear, minimum. Each with minimum capacity of 50,000 pounds.
  4. Upper Structure:
     1. (\*) Dig Reach (At ground level): 30 feet (360 inches), minimum, as per OEM brochure.
     2. (\*) Dig Depth (At 8 feet level cut): approximately 21 feet

## ELECTRICAL SYSTEM:

* 1. Batteries: Two (2) each, HD 12-volt, maintenance free, with minimum 1800 total CCA at 0℉.
  2. To include a master battery disconnect switch.
  3. Alternator: 50 amp minimum for 24 volt system. 100 amp minimum for 12 volt system.
  4. Work Lights:
     1. To include a minimum of four (4) each LED work lights. One (1) of these lights is to be mounted on the operator’s side of the boom and be adjustable.
     2. Switch to be easily accessed by operator.
  5. Strobe Light:
     1. Class II LED Beacon.
     2. Lens to be amber in color.
     3. To be separately switched.
     4. Location: Top rear of operator’s cab.
     5. Light to be easily seen from 360 degrees and if necessary, to be easily lowered for transport.
     6. To include branch guard.

## CAB:

* 1. To be a fully enclosed, fully insulated, sound suppressed, steel cab.
  2. Heater and Defroster:
     1. Heater and air flow capacity to keep all windows clear at an ambient temperature of - 40 ℉.
     2. Hot water type, independently switched, with high/low switches. Climate control is acceptable.
     3. To include OEM air conditioning.
  3. Glass: To be safety glass, additional protection required for brush cutting.
  4. To include windshield wiper and washer, electric operated.
  5. Seat:
     1. Suspension type, cloth, fully adjustable. Vinyl covering is not acceptable.
     2. Seat belt.
     3. Radio with Bluetooth capabilities.

## INSTRUMENTATION:

* 1. All gauges as noted below shall read in U.S. units of measure (not metric) at time of delivery.
  2. Gauges and/or voltmeter gauge, or alternator malfunction indicator.
     1. Hour Meter: Running engine activated.
     2. Ammeter or voltmeter gauge, or alternator malfunction indicator.
     3. Engine Coolant High temperature (to include warning system).
     4. Engine Coolant Low level (to include warning system).
     5. Engine oil pressure (to include warning system).
     6. Air pressure gauge or indicator, if applicable.
     7. Transmission oil temperature gauge or indicator.
     8. Air filter restriction gauge or indicator.
     9. Parking brake “ON” indicator with an audible warning or a parking brake system with a transmission disconnect feature.
     10. Fuel gauge.

## HYDRAULICS:

* 1. Digging Force (SAE):
     1. (\*) Arm/Stick: 23,000 (SAE) minimum, as per OEM brochure.
     2. (\*) Bucket: 29,670 (SAE) minimum, as per OEM brochure.
  2. Piston type Pump(s):
     1. (\*) To produce a total of 110 GPM minimum.
     2. (\*) System Pressure: ~~5,510~~ 5,410 PSI maximum.       (Per Amendment 1)
  3. Combined Hydraulics to be capable of operating brush cutter.
  4. To include tank filler screen, return and/or suction filters (spin-on type).
  5. Hydraulic tank to have easy access to fill cap and level indicator.
  6. High pressure hydraulic hoses or valves in the operator's cab are not acceptable.
  7. An auxiliary hydraulic circuit with pressure relief valve is required for operation of the bucket thumb.
  8. To be equipped with load sensing automatic engine control.
  9. All hydraulic hoses to be Arctic Grade (- 40 ℉ minimum).
  10. Operator controls to be ISO Excavator Pattern.

## ATTACHMENTS:

* 1. Quick Coupler:
     1. To be a hydraulic ~~steel casted Front~~ Pin Lock, ISO 13031 compliant, style quick coupler. (Per Amendment 1)
     2. Must work with all attachments.
  2. Extreme/Sever Service Digging Bucket: (\*) OPTIONAL ITEM– Pricing is required
     1. (\*) Capacity: PCSA or SAE of 1.25 cubic yard minimum.
     2. (\*) Width: From outside of bucket to outside of bucket, 42 inches minimum (side cutters are not to be taken into consideration).
     3. To include four (4) shanks with pin-on teeth, minimum.
        1. To work in conjunction with the 3-tooth thumb.
     4. To include bolt-on extreme duty side cutters.
     5. To work in conjunction with hydraulic ‘pin style’ quick coupler.
  3. Bucket Clamp/Thumb (Hydraulic): (\*) OPTIONAL ITEM– Pricing is required
     1. Hydraulically operated progressive link thumb.
     2. Clamp to include a minimum of three (3) fingers.
     3. When not in use the clamp assembly to fold (store) back against the excavator stick to permit full use of the attachments. The thumb, when the stick and bucket are in a transport position, may not interfere with the boom.
     4. The bucket clamp/thumb shall be capable of working with both buckets and brush cutter specified.
     5. Control to be located on main control joystick(s).
  4. Ditching Bucket: (\*) OPTIONAL ITEM– Pricing is required
     1. (\*) Capacity: PCSA or SAE heaped of one (1) cubic yard minimum.
     2. (\*) Width: From outside of bucket to outside of bucket, 60 inches.
     3. To include replaceable bolt-on cutting edge.
     4. To work in conjunction with hydraulic ‘pin style’ quick coupler.
  5. Brush Cutter: (\*) OPTIONAL ITEM– Pricing is required
     1. To be a Denis Cimaf Model DAH125D brush cutter or State Approved Equivalent for cutting and mulching trees up to fourteen (14) inches in diameter. <http://deniscimaf.com/litt/en/EN_DAH-125D_web.pdf>
     2. Cutting Swath: 46 inches.
     3. To include standard S-7 mulching disk with minimum of 12 replaceable teeth.
     4. Controls:
        1. To be joystick mounted (electric over hydraulic) for easy and quick access by the operator.
     5. Hoses and Fittings (For brush cutter operation):
        1. Hoses from the excavator to be long enough and routed to allow full use of the cutter head, but compact enough to avoid entanglement. Hoses are to be properly sized.
        2. Hose connections on upper stick, near main boom, to include quick couplers with chained caps.
        3. Installation as per manufacturer’s recommendations.
     6. Brush Cutter Protection:
        1. The forward operator cab glass (upper and lower) is to have a screen guard protective safety panel(s). Protective panel(s) to be hinged for easy cleaning and quick removal.
        2. The edge of this panel(s) is to be, at a minimum, as wide and as tall as the width and height of the cab, providing maximum protection to the operator and the cab.
     7. Brush Cutter is to be used with the Tiltrotator and shall be plumbed accordingly.

(Per Amendment 2)

* 1. Tilt Rotator: (\*) OPTIONAL ITEM– Pricing is required
     1. To be a Steelwrist Model X26 X Control Tiltrotator or State Approved Equivalent.

(Per Amendment 1)

* + 1. Must have a minimum 45 degree tilt angle.
    2. Shall have a High Flow Swivel and special two ~~four~~ hose system with proportional control.

(Per Amendment 1)

* + 1. Factory equipped with central lubrication system.
    2. Gripper Cassette with four fingers. (\*) OPTIONAL ITEM– Pricing is required

## MISCELANEOUS:

* 1. Vandalism Protection:
     1. Shall include locks for cab, fuel tank and other as necessary to secure components.
     2. Locking panels for compartments are acceptable.
     3. If padlocks are utilized, they shall be keyed alike.
     4. Two (2) sets of keys to be provided.
  2. Paint: Manufacturer’s standard.
  3. Diagnostic Software (\*) OPTIONAL ITEM– Pricing is required
     1. Diagnostic software or scanners must be available for purchase by SOA.
     2. Must be capable of retrieving and clearing all chassis, engine, transmission, or cab diagnostic codes.
     3. Must be capable of displaying live streaming data. (E.G. Engine sensor temperatures, pressures, speeds, etc.)
     4. If applicable, must be able to communicate a replaced DPF to the ECM.
     5. Pricing must include ALL cables, readers, hardware and software necessary to perform listed duties. Does not include a laptop, if needed.

# BID SCHEDULE INSTRUCTIONS:

All bids must include both unit pricing and extensions and be otherwise complete in the format requested.

DELIVERY: Indicate, in the space(s) provided, the time required to make delivery after the receipt of an order (ARO). Failure to make an entry in the space(s) provided will be construed as an offer to deliver within “Required Delivery” NUMBER of calendar days ARO. Bids which specify deliveries in excess of “Required Delivery” NUMBER of calendar days ARO will be considered non-responsive and the bid(s) will be rejected.

The materials, equipment or services bid will conform to and meet the requirements of the Contract Bid Documents and are hereby incorporated into this document:

Complete the attached bid price sheets and return with other bid documents as required in Section I – Standard Terms and Conditions.

Item Total

# Unit Description Amount

1 ea. 48,900 lb. Excavator $

Year, Make & Model Offered:

**OPTIONAL ITEMS- PRICING REQUIRED**

108.2Extreme/Severe Service Digging Bucket$

Make & Model Offered:

108.3 Bucket Clamp/Thumb (Hydraulic) $

Make & Model Offered:

108.4 Ditching Bucket $

Make & Model Offered:

108.5 Brush Cutter $

Make & Model Offered:

108.6 Tilt Rotator $

Make & Model Offered:

108.6.5 Gripper Cassette with four fingers $

Make & Model Offered:

Sec. I, 9.0 Publications $

**Total Price for Award Purposes $**

PRICING REQUIRED – NOT PART OF AWARD

109.4 Diagnostics $

The actual F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered at their final destination and are accepted by the State.

For pricing purposes, the F.O.B. point is dockside Seattle/Tacoma.

The cost of shipping and delivery for orders beyond the limits of Seattle/Tacoma dock will be handled as follows. The contractor will prepay the shipping and delivery charges to any destination named by the State in its order. The contractor will charge-back those shipping and delivery charges to the State as a separate line item on the State’s invoice. All shipping charges over $100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.

Required Delivery: Maximum ~~180~~ 270 daysafter receipt of order (ARO). (Per Amendment 1)

Offered Delivered Time: \_\_\_\_\_\_\_\_\_\_ Days ARO.

**THIS IS NOT AN ORDER**

**SEALED BIDS MUST BE SUBMITTED TO THE STATE EQUIPMENT FLEET PRIOR TO BID OPENING AT WHICH THEY WILL BE PUBLICLY OPENED.**

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, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted 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; or 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; 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.

If a contract award is made by the State of Alaska, the undersigned offers and agrees to furnish materials, equipment and services in compliance with all terms and conditions specified in ITB/Contract. Submittal of this document with authorized signature constitutes full understanding and a promise to comply with all specifications, terms and conditions of ITB/Contract.

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| --- | --- | --- |
| TO BE COMPLETED BY BIDDER:    COMPANY SUBMITTING BID  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  AUTHORIZED SIGNATURE    PRINTED NAME    DATE | ADDRESS      CITY, STATE, ZIP    PHONE/FAX    E-MAIL ADDRESS | ALASKA BUSINESS LICENSE NO:  DOES YOUR BUSINESS QUALIFY FOR PREFERENCES?    ☐ YES ☐ NO  DOES YOUR BUSINESS QUALIFY FOR THE VETERANS PREFERENCES?  ☐ YES ☐ NO |

*Revised 03/14/2012*