

INVITATION TO BID

INVITATION NUMBER 2019-0200-4279

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Administrations
Division of Shared Services
PO Box 110210
(333 Willoughby Avenue, Suite 801)
Juneau, Alaska 99811-0210

THIS IS NOT AN ORDER

DATE ITB ISSUED: May 16, 2019

ITB TITLE: Statewide Telecommunication Tower inspections.

SEALED BIDS MUST BE SUBMITTED TO THE DIVISION OF SHARED SERVICES OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO June 7, 2019, 2:00 PM, Alaska Time AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: 333 Willoughby Avenue, Suite 801, P.O. Box 110210, Juneau, Alaska 99811-0210.

START DATE: From the date of award through December 31, 2019.

FOB 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 in 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 form 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;
 - 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.

MICHAEL LIM
Contracting Officer III

COMPANY SUBMITTING BID

DOES YOUR BUSINESS QUALIFY FOR THE
ALASKA BIDDER'S PREFERENCE?
[] YES [] NO

TELEPHONE NUMBER
907-465-8288

AUTHORIZED SIGNATURE

SEE ITB FOR EXPLANATION OF CRITERIA
TO QUALIFY.

FAX NUMBER
907-465-2189-

PRINTED NAME

DATE

FEDERAL TAX ID NUMBER

TDD NUMBER
907-465-2205

ALASKA BUSINESS LICENSE NUMBER

TELEPHONE NUMBER

INSTRUCTIONS TO BIDDERS:

1. 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	(USPS mailing address) Alaska Department of Administration Division of Shared Services P.O. Box 110210 Juneau, Alaska 99811-0210	(OR)	(physical address) Alaska Department of Administration Division of Shared Services 333 Willoughby Avenue, Suite 801 Juneau, Alaska 99811-0210
ITB No.: 2019-0200-4279			
Opening Date: June 7, 2019, 2:00 P.M Alaska Time			

ELECTRONIC BID SUBMISSION: Bids may be emailed to doa.dgs.info.alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the MAXIMUM size of a single email (including all text and attachment) that can be received by the state is 20mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 465-8288 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Bids may be faxed to (907) 465-2189, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907) 465-8288 to make arrangement prior to faxing the bid and to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

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.
- 20. 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.

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.

ALASKA VENDOR AND PRODUCT 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 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)

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).

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 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.

4. 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.

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 36.30.321(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).

7. 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.

8. 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.

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 for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Phone: (907) 465-2550

Email: license@alaska.gov

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 bidder has a valid Alaska business license and has included the license number in the bid (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 statement 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:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder's current 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 (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 ventures that qualify under (1)-(4) of this subsection.

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 Procurement Specialist/Contracting Officer at one of the following numbers as soon as possible to make any necessary arrangements.

Telephone: (907) 465-8288

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 this requirement may cause the state to reject the bid or proposal 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

PREBID CONFERENCE: A pre-proposal conference will be held at 10:00 A.M., Alaska Time, on May 28, 2019 via teleconference. Teleconference number is 1-800-315-6338 Access Code 05240. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the

ITB. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to inspect and determine the general overall physical condition of all State's Telecommunication towers located Statewide, Alaska. See pages 17-19 for the Statewide telecommunication tower locations.

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 serves as 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 which establishes a lower interest rate or precludes the charging of interest.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Department of Administration, Michael Lim, Contracting Officer, PO Box 110210, Juneau, Alaska 99811-0210, phone (907) 465-8288, fax (907) 465-2189.

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.

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 which could affect 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.

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 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, government 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.

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.

PAYMENTS: After award, the state will work with the successful contractor on determining the preferred payment process.

CONTRACT PERIOD: The length of the contract will be from date of award through December 31, 2019.

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 also reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

SITE INSPECTION: Bidders are allowed to visit the work site(s) so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site(s) will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site(s) may be inspected by contacting; DOA Project Manager at telephone number 907-269-8105. The contact person is only empowered to allow bidders to view the work site(s). Any questions the bidders have must be directed to the contracting officer named on the front page of this ITB. The contact person cannot and will not answer bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB

BUDGET: The Department of Administration, Division of Shared Services has an estimate budget of \$250,000.00 for this Statewide Telecommunication Tower inspection.

METHOD OF AWARD: Award will be made to the responsive and responsible bidder with the lowest adjusted total basic bid price amount for Lot #1. Lot 2 is for informational use only

SCOPE OF WORK

The contractor shall climb and field inspect all tower sites in situ. Contractor shall conform with industry standards, such as Structural analysis of field data including Alaska PE sealed report, ANSI/TIA-222-H-Maintenance and condition assessment report, Structural and equipment mapping reports for towers:

- Connection types and condition thereof
- Member sizes and condition thereof
- Measure and document degree of tower straightness / plumb
- Document installed RF radiant centers AFG
- Measure overall structure height
- Inspect the installed grounding system and its condition
- All appurtenance must be inspected, photographed, and cataloged
- All field data shall be presented as both a printable PDF with embedded color photographs as well as the native field photos
- Compound layout, dimensions, shelter spacing, utility installations, meter numbers, etc.
- Coax layout, including building penetration, tower plan, and if applicable, plumbing diagram
- In-building rack / plant layout
- In-building electrical switchgear schedule
- In-building grounding documentation
- Provide soft, editable copies of all drawings, diagrams, and maps
- Conditions deficient in class, serviceability, or suitability shall be categorized in escalating order of importance and general recommendations shall be assigned to further investigate or remedy the deficiency
- For all guyed towers, if required and feasible, adjust guy wire tensions and correct tower plumb to manufacturer specifications. Provide photo and documentation of the before and after results.
- Structural analysis of field data including Alaska PE sealed reports shall be included in bid price
- TIA-222-H maintenance and condition assessment reports shall be included in bid price
- Structural and equipment mapping reports shall be included in bid price
- Minor On site repairs at the time of inspection shall not be included in bid price but must be available upon approval of additional fee
- Structural foundation mapping services suitable for engineering analysis shall not be included in bid price but must be available upon approval of additional fee

Contractor shall manage workflow and provide weekly or monthly updates to client for scheduling, progress, and completion.

Contractor shall be responsible to provide ready access to sites by 2-wheel drive vehicles at the times sites are scheduled for inspection.

All field work shall comply with Tower Mapping Procedures (included).

Mapping Data Required:

1. All Tower Types

- a. Measure and detail the location, size, and dimensions of any structural modifications or reinforcements, including bolted and welded connections, and support with detailed pictures
- b. Draft a schematic diagram of the structure sufficient to enable a structural model to be built.
- c. Provide elevation-view pictures of overall tower and of each antenna level taken a minimum of (2) directions and from a distance back from the tower equal to that of the height of the tower (i.e. at the edge of the fall zone).
- d. Furnish detailed pictures of all observations (e.g. antenna mounts, tower connections with close-up of bolt heads, structural welds, foundations, base plates, guy components, feed line routing, etc.).
- e. Record and photograph the tower manufacturer tag affixed to the structure. Note all data including, but not limited to, tower manufacturer, model, and serial number.
- f. Determine and detail the overall tower height, measured from the bottom of structural steel (usually the bottom of the baseplate) to the top of structural steel.
- g. Determine the elevation of every tower section and guy attachment point.
- h. Measure the proportions of any concrete foundations above grade. Include size and configuration of anchor rods and base plate.
- i. Measure the size, including thickness, of all typical structural members. Member thickness shall be measured with calipers or other precision instrument
- j. Record the size, type, and quantity of all structural connections. Indicate the configuration of all connection components (e.g. bolt circle, locking device, stitch or continuous welding, etc.). Weld size and type need only be provided where visually observable and specifically required by other sections herein. Measure the typical edge distances, bolt spacing, bolt gage distance, and bolt circle diameter.
- k. Bolt type can be determined from the markings shown on the bolt head. Identify and photograph typical bolt types and sizes and specifically note any non-typical exceptions. Bolt diameter shall be measured with calipers or other precision instrument and reported in nominal dimensions
- l. Provide minimum of (2) pictures of the compound shot from an elevation on the tower encompassing the extents of the compound in the picture.
- m. Draft a schematic site plan sketch with representative locations of features within the compound

2. Guyed Towers

- a. Measure the size of any guy wire and associated anchor assembly hardware, pull-off connections (guy lugs), torque arms, fan plates, and guy anchor shafts.
- b. Provide measurement pictures of pull-off connections, torque arms, and anchor shaft

and fan plate assemblies.

- c. Determine the approximate rise or drop in ground elevation at each of the guy anchors relative to tower base. Determine the radii of all guy anchor foundations to the point of daylight of the anchor shaft.
- d. Measure the size of any guy wire and associated anchor assembly hardware, pull-off connections (guy lugs), torque arms, fan plates, and guy anchor shafts. Measure the overall length of all Preformed™ guy wire grips and identify the color code, if visible/applicable.
- e. For non-typical guy cables, connections, and terminations, note the type and provide appropriate details, including estimated lengths of cables. Examples of non-typical hardware include Phillystran, fiberglass insulator rods, ceramic insulators, and spelter sockets.
- f. For guyed towers posted with modified non-standard initial tensions tags (i.e. other than 10% of guy wire minimum breaking strength), record the modified initial tension on the posted tags and support with photographs.

3. Self Support Towers

- a. For towers with non-symmetrical leg members for which the actual centroid must be calculated (e.g. rolled plate and schifflerized angle leg members), detail the section face width as the extreme outside-to- outside face distance instead of leg centroid-to-centroid distance, for sake of repeatability.
- b. For towers specifically with schifflerized angle leg members, measure both the length of the unbent portion and of the schifflerized (bent) portion
- c. For unequal leg angle bracing, specify whether members are oriented “long leg vertical” (LLV) or “short leg vertical” (SLV).
- d. For angle and solid round member types, report dimensions in nominal format. For pipe, tube, formed plate, and all other member types, report dimensions in decimal inch format.
- e. For hollow-leg lattice towers, measure the leg pipe thickness in (2) separate locations per tower section with UT or other precision instrument and reported in decimal inch format.
- f. Face Width at top and Bottom and taper change only
- g. For gussets specifically, measure thickness only if $< 3/8"$
- h. For leg flanges specifically, # of bolts and Bolt Size
- i. For lattice towers, determine the face width of the top and bottom of each section, and all leg taper change points of the tower. Face width measurement shall be taken from center to center of legs for symmetrical leg members
- j. For gussets specifically, measure size and thickness, hole locations, edge distances, and weld size and length, and support measurements with pictures. For the purposes of this

section, “gussets” shall include all plates used to connect lattice tower bracing members to each other or to leg members.

- k. For leg flanges specifically, measure typical edge distance, bolt spacing, bolt circle diameter, flange plate thickness and diameter, and weld size.

Appurtenances:

1. Collect data for ALL appurtenances on tower (i.e. tower lights, lightningrod, antennas, etc.)
 - a. Elevation (Centerline of Appurtenance and Mount)
 - b. Orientation (A,B,C Leg or Face)
 - c. Azimuth (Panel Antennas / Microwave Dishes)
 - d. Manufacture
 - e. Model Number
 - f. Dimensions of Appurtenance
 - g. Mount Description (Overall description of mount with standard dimensions)
 - h. Feedline Type and Quantity
 - i. All Equipment Attached to Appurtenance (TMA, RRH, Diplexer, Surge Arrestor, Radios, etc..)
 - i. Manufacture
 - ii. Model Number
 - iii. Dimensions
 - j. Carrier name of appurtenance
2. Photos
 - a. Supply overall photo of appurtenance from ground level zoomed in
 - b. Supply overall photo from tower of appurtenance

Feedlines:

1. Draw schematic diagram of feedline layout at base of tower
2. Feedline data required
 - a. Size (diameter of feedline)
 - b. Quantity
 - c. Elevation feedline is installed to
 - d. Carrier Name of feedline
3. Photos
 - a. Photo of carrier shelter
 - b. Photo at ground level showing layout of feedlines

- c. Photo looking up tower showing feedline route

QUALIFICATION AND EXPERIENCE:

1. The Contractor must have a minimum of 10 year's experience in tower design and construction. Proof of minimum experience must be available at the state's request.
2. The Contractor must have a minimum of 5 years' experience in performing standing tower inspections. Proof of minimum experience must be available at the state's request.
3. The Contractor must current safety policy with defined categories for 1) work at height 2) cold weather operations 3) RF environment safety
4. The Contractor must document proficiency in topography and exposure considerations within applicable tower codes
5. The Contractor must be proficient in tower lighting systems and capable of addressing tower lighting issues if requested and awarded
6. The Contractor must be capable of member mapping and foundation mapping of any structure if requested and awarded
7. The Contractor must be capable of performing basic, rigorous, or finite element structural analysis of any structure if requested and awarded
8. The Contractor must be capable of addressing discovered deficiencies on any tower if requested and awarded.
9. Prior to award, the successful contractor must provide samples of following reports: Structural analysis of field data including Alaska PE sealed reports, TIA-222-H maintenance and condition assessment reports and Structural and equipment mapping reports.

REPORT DEADLINE: Contractor must submit tower inspection reports with its findings and recommendations to the Department of Administration Project Manager no later than December 31, 2019.

SECURITY REQUIREMENTS: After Notice of Intent to Award is issued, the highest ranked Contractor must provide employee's background clearance check through Alaska Public Safety Information Network (APSIN). It is the contractor responsibility for any fees or cost associated with seeking and obtaining APSIN clearance. If the contractor is unable to produce an employee that meets this requirement, the state will find the contractor non-responsive, resend the notice of award and rescind, listing to the next highest ranked contractor.

SUBCONTRACTORS: Subcontractors shall be allowed from this ITB. It is the Contractors responsibility to ensure that the subcontractor licenses and insurance documents are valid and current under this contract. The Contractor will be fully responsible for all acts and omission of the subcontractor performing any of the work under a direct or indirect contract with Contractor. It is the Contractor's responsibility to pay the subcontractor for any work or travel related cost done under this contract and not the state.

BID SCHEDULE (LOT #1)

Award will be made to the responsive and responsible bidder with the lowest adjusted total basic bid price amount for Lot #1.

ITEM #	DESCRIPTION	NUMBER OF TOWERS SITES	X	COST PER TOWER SITES	EXTENDED PRICE
1	Tower Inspection (Flat rate) Reports must include the following: <ul style="list-style-type: none"> • <i>Structural analysis of field data including Alaska PE sealed report</i> • <i>TIA-222-H Maintenance and condition assessment report</i> • <i>Structural and equipment mapping report</i> 	51	X	\$ / PER TOWER SITE	\$
***Cost for all supervision, labor, tools, materials, equipment rental, transportation, travel, insurance and certifications or any other expenses must be all included in unit cost per tower rate. <div style="text-align: right; font-size: 1.2em;">Total Bid Price:</div>					

BID SCHEDULE (LOT #2)

This section is for informational use only

ITEM #	DESCRIPTION	NUMBER OF HOURS	X	COST PER HOUR	EXTENDED PRICE
1	Onsite Maintenance or Repair call. <u>Standard Hours</u> . Hourly Rate on Onsite Personnel per person. Monday through Friday (7:00 a.m. to 4:00 p.m. AST).	1	X	\$ / Hour per person	\$
2	Onsite Maintenance or Repair call. <u>After Hours</u> . Hourly Rate on Onsite Personnel per person Monday through Friday (4:01 p.m. to 6:59 a.m. AST).	1	X	\$ / Hour per person	\$
***For informational use only. State will determine if onsite repair is feasible during the time of the inspection. <div style="text-align: right;">Total Bid Price:</div>					

STATEWIDE TELECOMMUNICATION TOWER SITES

SITE ID#	LATITUDE	LONGITUDE	TOWER TYPE	TOWER HEIGHT
Anchorage Airport	61.1825000	-149.9969400	Self-Support	100 ft
Anchor River	59.7553280	-151.7733390	Guyed	270 ft
Auke Lake	58.3785470	-134.6290580	Guyed	165 ft
Canyon Creek	64.3058390	-146.5478360	Guyed	275 ft
Cathedral Rapids	63.3842500	-143.7957780	Guyed	260 ft
Chulitna	62.4058580	-150.2621970	Guyed	160 ft
Cottonwood Creek	61.5760060	-149.4162030	Self-Support	85 ft
Delta	64.0566000	-145.7328220	Guyed	125 ft
Diamond Ridge – Homer	59.6719560	-151.5628500	Self-Support	100 ft
Dot Lake	63.6486420	-144.0669080	Self-Support	100 ft
DOT Trims Station	63.4150780	-145.7578890	Self-Support	100 ft
Douglas	61.7642861	-150.0219890	Self-Support	100 ft
Ester Dome	64.8758890	-148.0678610	Self-Support	100 ft
Fairbanks Peger Road	64.8262220	-147.7749030	Self-Support	120 ft
Garner – Healy	63.8376190	-148.9793530	Guyed	170 ft
Girdwood	60.952839	-149.109606	Guyed	50 ft
Glennallen	62.1114640	-145.5509580	Guyed	100 ft
Harding Lake	64.4089500	-146.9490970	Guyed	200 ft
Homer HEA	59.6476030	-151.5288580	Self-Support	100 ft
Honolulu	63.0973220	-149.5024640	Guyed	300 ft
Juneau 7 mile	58.3591110	-134.5276110	Self-Support	70 ft

Juneau AST	58.3713890	-134.6188890	Self-Support	140 ft
Kasilof	60.2756420	-151.3092000	Guyed	100 ft
Kenai Beacon	60.5669190	-151.2253140	Self-Support	150 ft
Kobe	64.2139600	-149.3013800	Self-Support	100 ft
Money Knob - Livengood	65.5112220	-148.5116750	Guyed	65 ft
Nenana	64.5927170	-149.0697440	Self-Support	125 ft
Nikiski	60.7679750	-151.1541810	Guyed	160 ft
Ninilchik	60.0104420	-151.7139610	Self-Support	305 ft
Northway Junction	62.9590000	-141.6341670	Self-Support	80 ft
Palmer DOT	61.5855560	-149.1205280	Self-Support	120 ft
Paxson	63.0335140	-145.4975720	Self-Support	120 ft
Pipeline Hills – Sterling	60.5465140	-150.6172920	Guyed	270 ft
Rabbit Creek	61.0890030	-149.7393920	Guyed	85 ft
Reindeer (ATV)	63.4054140	-148.8592330	Guyed	40 ft
Seldovia (Heilo)	59.4547970	-151.6735440	Self-Support	180 ft
Skagway	59.4600940	-135.3285360	Self-Support	80 ft
Ski Hill – Soldotna	60.4649250	-151.0728810	Self-Support	140 ft
Soldotna AST	60.4740860	-151.0894360	Self-Support	100 ft
Soldotna ERC	60.4826220	-151.0749750	Self-Support	90 ft
Sourdough	62.5255670	-145.5453690	Guyed	160 ft
Sterling -microwave	60.5370580	-150.9066690	Guyed	300 ft
Tahneta Pass	61.8323080	-147.3288310	Self-Support	70 ft
Tok	63.3256080	-143.0016750	Guyed	210 ft
Tolsona	62.1044500	-146.1745060	Self-Support	100 ft

Tudor Tower - New tower	61.1756580	-149.7840080	Self-Support	200 ft
Tudor Tower - old tower	61.1756530	-149.7839890	Self-Support	140 ft
Valdez	61.1359060	-146.3402830	Self-Support	80 ft
Whittier	60.7746330	-148.6804530	Self-Support	80 ft
Willow Creek	61.7682060	-149.7584440	Guyed	200 ft
Willow Mountain (ATV)	61.7731360	-145.1983920	Guyed	60 ft



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: [CLICK OR TAP HERE TO ENTER TEXT.](#)

To qualify for and claim the Alaska Bidder Preference, you must answer **YES** to all questions below and include a completed and signed copy of this form with your bid or proposal before the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

☐ **YES** ☐ **NO**

If **YES**, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

☐ **YES** ☐ **NO**

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

☐ **YES** ☐ **NO**

If **YES**, please complete the following information:

A. Place of Business

Street Address: [Click or tap here to enter text.](#)

City: [Click or tap here to enter text.](#)

ZIP: [Click or tap here to enter text.](#)

"Place of business" is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ **YES** ☐ **NO**

The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

- i) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

- ☐ **YES** ☐ **NO**
- ii) Do you certify that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?
- ☐ **YES** ☐ **NO**
- iii) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?
- ☐ **YES** ☐ **NO**
- iv) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?
- ☐ **YES** ☐ **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

- A. **Incorporated or qualified to do business under the laws of the state?**
- ☐ **YES** ☐ **NO**
- If **YES**, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)
- B. **A sole proprietorship AND the proprietor is a resident of the state?**
- ☐ **YES** ☐ **NO**
- C. **A limited liability company organized under AS 10.50 AND all members are residents of the state?**
- ☐ **YES** ☐ **NO**
- D. **A partnership under former AS 32.05, AS 32.06, or AS 32.11 AND all partners are residents of the state?**
- ☐ **YES** ☐ **NO**

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE

Signature

[Click or tap here to enter text.](#)

Typed Name

[Click or tap here to enter text.](#)

Title

[Click or tap to enter a date.](#)

Date