

# INVITATION TO BID (ITB) NUMBER

2520S047

## RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation and Public Facilities  
Statewide Contracting and Procurement  
P.O. Box 112500  
Juneau, Alaska 99811-2500

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED: September 20, 2019**

**ITB TITLE: FISH CREEK ROAD (EAGLECREST) SNOW PLOWING AND SANDING IN JUNEAU, ALASKA**

**SEALED BIDS MUST BE SUBMITTED TO THE OFFICE OF STATEWIDE CONTRACTING AND PROCUREMENT AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00PM ON OCTOBER 4, 2019, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

**SERVICE LOCATION:** Fish Creek Road (Eaglecrest Road) on Douglas Island in Juneau, Alaska.

**DELIVERY DATE:** Please see specifications starting on page 13.

**F.O.B. POINT: FINAL DESTINATION**

**IMPORTANT NOTICE:** If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of 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;
  - a sworn notarized statement 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 disallow the Alaska Bidder Preference. 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 also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

|                                   |                           |  |
|-----------------------------------|---------------------------|--|
| Tom Mayer, Procurement Specialist | Company Submitting Bid    |  |
| Telephone: 907-465-8855           | Printed Name              |  |
| Fax: 907-465-3124                 | Authorized Signature      |  |
| Email: tom.mayer@alaska.gov       | Date                      |  |
|                                   | Federal Tax ID Number     |  |
|                                   | Telephone Number          |  |
|                                   | Email Address             |  |
|                                   | Alaska Business License # |  |

**INSTRUCTIONS TO BIDDERS:**

1. **INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.
2. **BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.
3. **SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address

Department of Transportation and Public Facilities  
Statewide Contracting and Procurement  
P.O. Box 112500  
Juneau, AK 99811-2500

ITB No.: 2520S047

Opening Date: October 4, 2019

**ELECTRONIC BID SUBMISSION:** Bids may be emailed to: [tom.mayer@alaska.gov](mailto:tom.mayer@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 attachments) 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) 465-8855 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; 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 procurement officer of the contracting agency. 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 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.
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:** 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.
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.

**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](mailto: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.

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**Alaska Bidder Preference Statement**

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 statement 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 statement 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 Statewide Contracting and Procurement at one of the following numbers no later than September 26, 2019 to make any necessary arrangements.

Telephone: 907-465-8855

Fax: 907-465-3124

**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.

**CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in the establishment of a contract with a vendor to provide snowplowing and sanding services on Fish Creek Road (Eaglecrest Road) in Juneau, Alaska for the Department of Transportation and Public Facilities.

Services to be provided in accordance with the specifications contained in this ITB from the date of award through April 15, 2020. If plowing and sanding services are required outside of this date range, the state project manager will use the call out process as defined in the specifications in this ITB.

**PREBID CONFERENCE:** There will be a pre-bid conference on September 27, 2019 beginning at 2:00PM in the Administrative Services Conference Room located on the third floor of the DOT&PF Headquarters Building at 3132 Channel Drive in Juneau, Alaska. Parking is available on site.

The conference may take several hours depending on the length of discussion of individual provisions. Participants should read the ITB and come to the meeting prepared to discuss any concerns. This will be a teleconference and potential bidders are invited to attend in person, or dial into the conference by calling:

1-650-479-3207

Access Code: 805 066 177

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

**PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

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

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

**CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of the contracting officer of record, Department of Transportation and Public Facilities.

Day to day contract activities and communications shall be between the contractor and the DOT&PF Maintenance and Operations (M&O) Project Manager. The M&O Project Manager shall be identified at contract award.

**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.

**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.
- Class III products receive a seven percent preference.

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

**EXAMPLE**

**BID SCHEDULE**

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

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

|    |    |      |                       |          |          |
|----|----|------|-----------------------|----------|----------|
| 2. | 20 | EACH | Ajax Aluminum Widgets | \$ _____ | \$ _____ |
|----|----|------|-----------------------|----------|----------|

I certify that the product offered is entitled to a:

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

Alaska Products Preference in accordance with 3 AAC 92.

**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.

**CONTRACT PERIOD:** The length of the contract will be from the date of award through July 31, 2020, with the option to renew for three additional, one year terms under the same terms and conditions as the original contract. Renewals are to be exercised solely by the state.

**CONTRACT PRICE ADJUSTMENTS:** Contract prices for will remain firm through July 31, 2020. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the State receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Items in Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June 2019) and each (January through June six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

**PRICE DECREASES:** During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

**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.

**LIQUIDATED DAMAGES:** Late performance or, the lack of performance by the contractor will cause unacceptable safety risks to the traveling public. As such, in the event the State of Alaska, DOT&PF must perform the required services, it is mutually agreed that the contractor will pay the state damages at the rate of \$1,600.00 dollars for each time the state must perform the required service.

This payment will be in the form a deduction from the invoice submitted at the end of each month. In the event the contractor's invoice does not include sufficient funding to allow the deduction, the state will invoice the contractor for this cost.

**USAGE REPORT:** By the 15<sup>th</sup> of April during each term of the contract, the contractor shall submit to the Procurement Officer of records a usage report for the winter plowing season. The usage report must follow the format of the Bid Schedule and must accurately state the date(s) of service, the number of times the road was plowed, and the number of times the road was sanded each month during the winter plowing season. The report must also include the plowing and sanding cycle rates and the total amount invoiced during the winter plowing season. A contractor's failure to provide this information in a timely manner may cause the state to cancel the contract.

**INVOICES:** The contractor(s) must submit monthly itemized invoices directly to each state agency that uses the contract(s). Payment will only be made by the state directly to the contractors. Invoices should be submitted no later than the 15<sup>th</sup> of the month following the services. Invoices shall be sent to the following:

DOT&PF  
M&O  
Attn: Scott Gray  
P.O. Box 112506  
Juneau, AK 99811

**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 ANNUAL USE:** The estimated annual service quantities referenced in this ITB are only estimates and may vary more or less from the services actually required. The state will use the estimated annual use numbers for the evaluation and award of the ITB but the state does not guarantee any minimum or maximum number of times the road will be plowed or sanded. The specification section of this ITB includes additional information regarding the required services.

**PERFORMANCE BOND:** A posted performance bond will ensure performance over the entire term of the contract. In the event it becomes necessary for the state to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. The performance bond is to be in the amount of 100 percent (100%) of the total bid amount. The performance bond must be provided to the procurement officer of record in advance of contract award (approximately October 15, 2019).

**SERVICE CONTRACT DEFICIENCIES:** The contractor's failure to provide the service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing via email. The contractor will advise the state, in writing by email, of the corrective action being taken to ensure the issue does not occur in the future.

If the contractor fails to provide the required service, the state will perform the services and deduct the cost of the service in accordance with the Liquidated Damages clause in this ITB from the next invoice submitted.

If a contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-day period, it will be grounds for the state to declare the contractor in default.

**WORKMANSHIP & MATERIALS:** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service and maintenance of Fish Creek Road. Service and maintenance provided that is completed improperly done will be done over, by the contractor, at the contractor's risk and expense.

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**CONTRACT CANCELLATION:** The state reserves the right to cancel the contract at its convenience upon 60 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:** Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

|                       |
|-----------------------|
| <b>SPECIFICATIONS</b> |
|-----------------------|

**CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in the establishment of a contract with a vendor to provide snowplowing and road sanding services on Fish Creek Road (Eaglecrest) in Juneau, AK for the Department of Transportation and Public Facilities.

**MINIMUM QUALIFICATIONS:** In order for bids to be considered responsive, bidders **must submit the staffing table included with the bid schedule** that confirms the bidder and the offered staff meet or exceed the following minimum prior experience requirements:

1. The Contractor's General Manager (GM) must have at least five years of demonstrated experience in snow removal activities of a similar nature.
2. Equipment Operators must have at least five years of demonstrated experience in the operation of heavy equipment under similar conditions.
3. Dump Truck Drivers must have at least two years of demonstrated experience in the operation of similar equipment

An offeror's failure to submit the staffing table with individuals that meet or exceed the above minimum prior experience requirements will cause their proposal to be considered non-responsive and the proposal will be rejected.

**WORKSITE LOCATION:** Fish Creek Road (Eaglecrest) is a 5.2 mile two lane road located off North Douglas Highway in Juneau, AK. The road is paved and in good condition. The shoulders of the road contain sufficient space for storage of snow plowed from the roadway.

**DEFINITIONS:**

**WINTER PLOWING AND SANDING SEASON:** The winter Plowing and Sanding season is defined as November 1 through April 15 of each year.

**PLOWING CYCLE RATE:** The Plowing Cycle Rate is the rate charged each time the road is plowed as required in this ITB.

**SANDING CYCLE RATE:** The Sanding Cycle Rate is the rate charged each time the road is sanded as required in this ITB.

**SCOPE OF WORK:** During the course of winter plowing season (November 1 through April 15) the following as needed services are required:

**Plowing Services:**

1. The contractor shall provide plowing services under the contract 7 days per week including all holidays.
2. The contractor shall commence snow control plowing when snow depths reach 2" at the top of Fish Creek Road at the parking lot serving Eaglecrest Ski Area.
3. The contractor shall plow both lanes of the roadway out to the edge of the asphalt from the beginning of Fish Creek Road to the Eaglecrest Parking Lot.
4. The contractor shall plow the Chain up pullouts at the following locations on Fish Creek Road to allow safe installation and removal of vehicle chains by the public:
  - Mile post 1 on both sides of the road way is the public safety/chain up location.
  - Mile post 2 on the west side is heavily used by hunters and other recreationists.

- Mile post 2.5 on the east side is the hilltop turn around point.
- Mile post 3.1 on the west side is also heavy utilized for outdoor activities.

**NOTE:** The state of Alaska shall plow the pullout located at the base of Fish Creek Road on North Douglas Highway.

5. The contractor shall, when a 2' foot berm or more has accumulated on the edge(s) of the pavement, use a grader and wing to move the snow out to a safe distance. The contractor shall leave a 6" bench on the shoulder to ensure a false edge of the roadway is not presented to the traveling public.

**Sanding Services:**

1. The contractor shall apply sand immediately after plowing or as conditions permits.
2. The contractor shall sand both driving lanes of the roadway when ice or compact snow conditions are evident unless it is currently snowing heavily. (See item 3 below for additional information)
3. If the current forecast is for heavy snow, or if a storm event is underway, sanding should occur after the last snow removal operation for the day

**Storm Event Services:** In the event of a winter storm, the contractor must plow and sand the road at designated times during the day to ensure the road safe for the traveling public. The following requirements shall be met during storm events:

**Storm Event Morning Shift:**

- During a Storm Event, plowing and sanding services as defined above shall be completed by the contractor by 7:30am each day of the week.

**Storm Event Afternoon Shift:**

- During a Storm Event, plowing and sanding services as defined above shall be completed by the contractor by 2:30pm on Saturday and Sunday.
- During a Storm Event, plowing and sanding services as defined above shall be completed by the contractor by 1:30pm on Monday through Friday.

**Note:** Plowing too early for either shift will not be allowed.

**CALLOUT SERVICE:** There may be situations where a call out is necessary. In the event of a callout, the state project manager or designee shall contact the contractor's identified point of contact to initiate the call out service. It is anticipated the contractor will need at least one person on call for callout situations.

As an example, there may be times the contractor needs to make extra passes in the afternoon/evening during a large snow event and there is an afterschool event being held at Eaglecrest which could potentially include a school bus full of students.

A copy of the Eaglecrest school program schedule will be provided to the contractor upon issuance by Eaglecrest.

**SAND:** Sand will be provided by DOT&PF. Sand shall be applied at an application rate of .5 cubic yards per mile. The contractor and the state project manager shall work cooperatively to ensure sufficient sand is on site.

**SAND STORAGE:** The contractor will be provided sand storage space in the Nordic Parking lot at Eaglecrest. The exact location and amount of sand storage shall be agreed upon by both parties (Eaglecrest and the Contractor) in conjunction and cooperation with the state.

**ELECTRICAL SERVICE:** The contractor shall be provided an electrical plug for one piece of equipment near the Eaglecrest Facility. This plug will be for contractor use only.

**REQUIRED CONTRACTOR EQUIPMENT:** The must, at a minimum, have the following equipment available for use under this contract.

1. One, 8/10 cubic yard dump truck with an 8 yard sander, a 12 foot belly blade, and a 14 foot nose plow. Recommended GVWR: 68,000 lbs.
2. One, 160 H or equivalent with a wing blade attachment with an operating weight around 51,000 lbs.
3. One 966 F Cat or 821 C or equivalent 3-4 cubic yard bucket with an operating weight around 37,000 lbs.

**BID SCHEDULE**

**Bid Schedule Page 1 of 2**

**Instructions:** Bidders must offer a lump sum per cycle rate for each plowing session and each sanding session.

The offered rate shall be all inclusive and shall include, but is not limited to the following: equipment rental, lease, or payment, labor, fuel, insurance, maintenance, parts, equipment, service, taxes, overhead, profit, and all other costs associated with providing the required services.

The estimated quantities listed in the bid schedule below are for evaluation purposes only. There are no minimum or maximum number of times the road will be serviced as it is on an as needed basis based on the specifications as seen in this ITB. The contractor shall be compensated at the offered cycle rate for each plowing and sanding occurrence.

| Item                                | Description   | Estimated Quantity | Offered Cycle Rate | Total Cost Offered |
|-------------------------------------|---------------|--------------------|--------------------|--------------------|
| 1                                   | Plowing Cycle | 48                 |                    |                    |
| 2                                   | Sanding Cycle | 48                 |                    |                    |
| <b>Total Evaluated Offered Cost</b> |               |                    |                    |                    |

**EQUIPMENT LIST:** In the space below, please list the equipment to be used to perform the required services:

| Piece of Equipment # | Brand | Model | Operating Weight |
|----------------------|-------|-------|------------------|
| 1                    |       |       |                  |
| 2                    |       |       |                  |
| 3                    |       |       |                  |
| 4                    |       |       |                  |
| 5                    |       |       |                  |
| 6                    |       |       |                  |
| 7                    |       |       |                  |
| 8                    |       |       |                  |
| 9                    |       |       |                  |



**Bid Schedule Page 1 of 2**

**STAFFING TABLE:** In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

| Staff Category  | Name | Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 5 years) |
|-----------------|------|--|
| General Manager |      |  |

| Staff Category     | Name | Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 5 years) |
|--------------------|------|--|
| Equipment Operator |      |  |
| Equipment Operator |      |  |
| Equipment Operator |      |  |
| Equipment Operator |      |  |
| Equipment Operator |      |  |

| Staff Category      | Name | Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years) |
|---------------------|------|--|
| Dump Truck Operator |      |  |
| Dump Truck Operator |      |  |
| Dump Truck Operator |      |  |
| Dump Truck Operator |      |  |
| Dump Truck Operator |      |  |

**BID ITEMS:** The following items must be submitted with the bid:

1. Signed front page of this ITB
2. Signed amendments issued by the state (If Applicable)
3. Fully completed bid schedule
4. Completed Equipment Table
5. Completed Staff Table
6. Copy of valid Alaska Business License