

INVITATION TO BID

ITB: 2520H030

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation & Public Facilities
Statewide Contracting & Procurement
P.O. Box 112500
(3132 Channel Drive, Suite 350)
Juneau, Alaska 99811-2500

THIS IS NOT AN ORDER

DATE ITB ISSUED: March 20, 2019

ITB TITLE: Grader, Wing, and Plow Blades

SEALED BIDS MUST BE SUBMITTED TO THE STATEWIDE CONTRACTING AND PROCUREMENT SECTION. BIDS MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ON APRIL 10, 2020 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: See the "Attachment A, Bid Schedule for specific delivery locations.

DELIVERY DATE: Not before July 1, 2019 and no later than September 30, 2019, unless otherwise noted on **Attachment A, Bid Schedule**. **Certain lots in the Northern Region must be delivered by August 15, 2020** as seen on **Attachment A**.

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 #	
	Qualify for the Alaska Bidder Preference?	Yes No (Circle One)
	Qualify for the Alaska Veteran Preference?	Yes No (Circle One)

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 Mailing Address:

Department of Transportation & Public Facilities

Statewide Contracting & Procurement

P.O. Box 112500

Juneau, Alaska 99811-2500

(Physical Address: 3132 Channel Drive, Suite 350, Juneau, AK 99801)

ITB No.: 2520H030

Opening Date: April 10, 2020

ELECTRONIC SUBMISSIONS: If submitting a bid via email, the bid may be emailed to: tom.mayer@alaskas.gov

The submission must contain the ITB number in the subject line of the email.

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.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

It is the bidder's responsibility to contact the issuing agency at 907-465-8855 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Acceptable evidence that the Bidder possesses a valid Alaska business license may consist of any one of the following:

- (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.

Note: Out-of-state business may obtain a business license online, through the Division of Corporations, Business, and Professional Licensing located here: <http://commerce.alaska.gov/dnn/cbpl/Home.aspx>. If any questions in regards to licensing occur, it is the sole responsibility of the bidder to make certain the proper license has been obtained.

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.

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 the Division of Transportation at one of the following numbers no later than 7 days prior to Bid Opening to make any necessary arrangements.

Telephone: (907) 465-8949

Fax: (907) 465-3124

Callers with telephone accessibility needs (e.g. those with hearing, sight, or speech disabilities) are encouraged to call the Alaska Relay Service for guidance and assistance.

Alaska Relay Service Phone Numbers and websites:

Voice or TTY:	Dial 711 (if voice, wait on line for representative to answer)
TTY:	1-800-770-8973 (text only)
Voice:	1-800-770-8255
VCO Direct:	1-800-770-6108 (Voice Carry Over)
ASCII:	1-800-770-3919
STS:	1-866-355-6198 (Speech to Speech)
Spanish:	1-866-355-6199
IP Relay:	Visit www.sprintrelayonline.com (Internet Relay)
Website:	Visit www.AlaskaRelay.com

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 will 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: <https://www.state.gov/trafficking-in-persons-report/>

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 a one-time purchase of grader, wing, and plow blades for delivery to various locations within Alaska for the Department of Transportation & Public Facilities. **See Attachment A, Bid Schedule for delivery 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 provides notice of the State's intent to award a contract(s) to the Bidder(s) indicated. The Procurement Officer will provide a copy of the Notice of Intent 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 Procurement 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 Procurement 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 the Procurement Officer of Record appointed by the Department of Transportation & Public Facilities, Statewide Procurement.

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 will 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 will 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 will be the minimum acceptable limits. If the Contractor's policy contains higher limits, the State will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement 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 will be grounds for termination of the Contractor's services. All insurance policies must 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 must 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.

MANUFACTURER AND BRAND OFFERED: Unless otherwise specified, when manufacturer and brand names are used to specify the type and quality of the goods desired, Bidders must clearly indicate the manufacturer and part number on the bid schedule for all items they intend to provide. The Bidder's failure to identify the manufacturer and brand offered may cause the State to consider the offer non-responsive and reject the bid.

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

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

TECHNICAL SPECIFICATION SHEETS: Bidders must submit technical specification sheets with their bid for the products offered in each Lot.

Technical specification sheets must provide a detailed analysis that establishes sufficient evidence that the product meets DOT/PF specifications.

A Bidder's failure to provide this information with their bid may cause the State to consider the offer nonresponsive and reject the bid.

The State reserves the right to request supplemental information from the Bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the State and may include the requirement that a Bidder will provide a sample product(s) so that the State can make a first-hand examination and determination.

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

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive, a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the **price, quantity, quality, or delivery**. Also included as material terms, are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

CONTRACT PERIOD: From issuance of the Delivery Order through final delivery of all items as required in the Bid Schedule.

CONTRACT PRICES: Contract prices are to remain firm throughout the duration of the contract.

FEDERALLY IMPOSED TARIFFS: Bid prices must include all imposed tax, duty and tariff.

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.

- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

PRICE DECREASES: During the Contract Period all price decreases experienced by the contractor must be passed on to the State. The State may request evidence from the Contractor of fuel surcharge and other escalators throughout the contract period. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

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

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

BRAND SPECIFIC: All items within this ITB are designated brand specific. No substitutions for the manufacturer/brands specified below will be allowed. Please see **Attachment B, Product Specifications** for details related to each lots.

There are a total of 9 lots. For **LOTS 1-8**, the State will only accept bids for products produced by the following manufacturers:

1. Caterpillar
2. Kennemetal
3. Black Cat
4. Bucyrus
5. Valk Manufacturing

LOT 9 is brand and model specified to: Caterpillar: Part Number 109-3124.

Failure to submit items for bid that are not manufactured by the designated brands will cause the vendor's bid to be deemed non-responsive and rejected.

ALTERATIONS: The Contractor must obtain the written approval from the Procurement Officer prior to offering any product that demonstrates alterations to the specifications contained in this ITB. The State is not responsible for payment if alterations do not have prior written approval from the Procurement Officer.

DISCONTINUED ITEMS: In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the Procurement Officer makes a written determination, in advance, that offered substitute, is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

CERTIFICATE OF COMPLIANCE: *Bidders must provide written confirmation that the materials offered meet specifications set forth in the ITB.*

This written confirmation, or Certificate of Compliance (COC), must be certified by an authorized representative of the manufacturer. The COC is a signed statement "certifying compliance to the specifications set forth in this ITB No. 2520H30".

A Bidder's failure to submit a written certification of compliance with their bid may cause the State to determine the bid non-responsive and reject the bid.

The COC shall represent the Contractor's acknowledgement in assuming the sole responsibility for each shipment's compliance to specifications defined in **Attachment B, Product Specifications**.

ACCEPTANCE: If at any time the product fails to meet specifications, the State will at its option, cancel the contract, or allow the Contractor to replace the defective product. In no instance will the State be responsible for any additional costs associated to remedy a defective product provided by the Contractor.

DELIVERY: All items shall be delivered F.O.B. destination as identified on the Bid Schedule no sooner than July 1, 2020 and no later than September 30, 2020 unless otherwise noted on the Bid Schedule.

Northern Region locations in bold on Attachment A, Bid Schedule, require delivery by August 15, 2020.

See **Attachment C, Points of Contact** for specific F.O.B. points and contacts.

F.O.B. Points with an (*) indicate locations in remote areas with limited barge service.

By signature on the face page of this ITB, the Bidder acknowledges and indicates acceptance of delivery requirements.

LIQUIDATED DAMAGES FOR LATE DELIVERY: Late delivery will cause the State to suffer damages. Actual damages will be difficult to assess; therefore, by signature on the front page of this ITB, it is mutually agreed that the Contractor will pay the state damages at the rate of \$100 dollars per occurrence for each calendar day beyond the delivery date called for in the ITB for a location.

ADVANCE NOTICE OF DELIVERY: The Contractor or their designated freight company must provide the State's receiving location a minimum of 48 hours advance notice of each delivery. Failure of the Contractor to provide advance notice may delay the State's ability to accept the shipment.

BID GUARANTEE: Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check or money order in the amount of \$5,000.00 made payable to the State of Alaska.

- Bid Bonds will not be accepted as a bid guarantee.
- An individual surety will not be accepted as a bid guarantee.

The bid guarantees will be returned to Bidders as soon as practical after award has been made.

Bidders must submit their bid guarantee with their bid in order to be considered responsive.

F.O.B. DESTINATION POINT: The F.O.B. Destination points are at various locations within the State of Alaska as specified on the "Bid Schedule". The specific address, contact name and phone number for each DOT/PF Maintenance Station may be found in **Attachment C, Points of Contact**.

Ownership of and title to the ordered items remains with the Contractor until the items have been delivered to their final destination and are accepted by the State. **The cost of all shipping and delivery must be included in the bid price.**

INVOICES: Invoices must be submitted as follows:

1. One invoice per each "Marked For" location may be submitted upon the complete delivery to the location.

2. Each invoice must clearly identify:
 - Delivery Order number
 - Lot number
 - Quantity
 - Blade size
 - Unit price
 - Extended price
3. Signed delivery receipts must accompany each invoice submitted.
 - Delivery agents for the Contractor must insure signature of the DOT personnel accepting the shipment is legible.
 - Delivery receipts must clearly identify on the delivery receipt, the date delivered, quantities, blade size and "Marked For" location.

Invoices for partial deliveries within a Lot will not be accepted.

Partial payments will not be made. Invoices must be submitted to the appropriate regional office identified on the bid schedule and in the table below:

CENTRAL REGION	NORTHERN REGION	SOUTHCOAST REGION
Central Region Procurement Office	Northern Region Procurement Office	Southcoast Region Finance Office
P.O. Box 196900	2301 Peger Road	P.O. Box 112506
Anchorage, AK 99519	Fairbanks, AK 99709-5316	Juneau, AK 99811-2506
907-269-0858	907-451-5102	907-465-4484

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

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

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

All blades must be packaged and marked as follows:

- A. Blades shall be strapped in bundles of a maximum of ten (10) blades each.
- B. Each bundle shall be clearly marked to identify the Delivery Order, lot number, delivery F.O.B. destination, and blade size.

QUANTITIES: The quantities referenced on **Attachment A, Bid Schedule**, represent the State's firm quantity, one-time purchase.

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

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The Contractor will be held responsible for the quality of the finished product. The State will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the Contractor at the Contractor's risk and expense.

WARRANTY: The Contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of twenty-four (24) months. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost to the State, including but not limited to, transportation, freight, handling, and overhead. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The State is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

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

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

METHOD OF AWARD: Award will be made by lot to the lowest responsive and responsible bidder. There are 9 lots. While bidders are not required to respond to all lots, in order to be considered responsive for a lot, a bidder must bid on all items within a lot. Only lots submitted for the State's consideration are required with your bid response.

BID RESPONSE CHECKLIST:

1. Completed and sign Page One
2. Sign and return all mandatory return ITB amendments
3. Technical Specification Sheets as required on page 9
4. Certificate of Compliance as required on page 11
5. Bid Guarantee as required on page 11
6. Complete and Submit Attachment A, Bid Schedule.