

STATE OF ALASKA  
DEPARTMENT OF MILITARY & VETERANS' AFFAIRS  
**INFORMATION TO BIDDERS**

This Information to Bidders outlines requirements that a bidder must follow when submitting a bid. The Department will reject a noncompliant bid.

**100.01 BIDDERS QUALIFICATIONS**

A bidder shall:

Submit evidence of a valid Department of Commerce, Community, and Economic Development certificate of Contractor Registration (Contractor Registration), under AS 08.18, and submit evidence of a valid Alaska Business License prior to award; and

When requested, submit a completed Contractor's Questionnaire (Form 25D-8) stating previous experience in performing comparable work, business and technical organization, financial resources, and equipment available to be used in performing the work.

Before a bid is considered for award, the bidder may be requested by the Department to submit a statement of facts, in detail, as to his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the contemplated work.

**100.02 CONTENTS OF BID PACKAGE**

Upon request, the Department will furnish prospective bidders with a bid package, at the price stated in the Invitation To Bid.

The bid package includes the following:

- 1) Location and description of the project;
- 2) Time in which the work must be completed;
- 3) Amount of the bid guaranty;
- 4) Date, time, and place when bids are due;
- 5 Plans and specifications; and
- 6) Bid forms.

Unless otherwise stated in the bid package, the Plans, Contract Provisions and Specifications, Standard Modifications, Special Provisions, permits, forms and any other documents designated in the bid package are considered a part of the bid whether attached or not.

**100.03 EXAMINATION OF CONTRACT REQUIREMENTS**

Bidders are responsible for carefully examining the plans, specifications and all other documents incorporated in the contract to determine the requirements thereof before preparing bids.

Any explanation desired by bidders regarding the meaning or interpretation of drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and its receipt by the bidder shall be acknowledged.

#### **100.04 CONDITIONS AT SITE OF WORK**

Bidders are responsible for visiting the site to ascertain pertinent local conditions such as the location, accessibility and character of the site, labor conditions, the character and extent of the existing work within or adjacent thereto, and any other work being performed thereon.

#### **100.05 PREPARATION OF BIDS**

A. A bidder shall prepare its bid using the Department provided bid forms or legible copies of the Department's forms.

The bid must be signed in ink by the person or persons authorized to sign the Contract for the bidder. If a bidder is a corporation, the bid must be signed by a corporate officer or agent with authority to bind the corporation. If a bidder is a partnership, a partner must sign. If the bidder is a joint venture, each principal member must sign. If a bidder is a sole proprietorship, the owner must sign. Each person signing the bid must initial any changes made to entries on the bid forms.

B. The bid schedule contains empty space(s) that call for the bidder to enter its proposed price for each corresponding item which may include unit price or lump sum items and alternative, optional or supplemental price schedules or a combination thereof which will result in a total bid amount for the proposed construction.

C. The bidder shall specify the price or prices bid in figures. On unit price contracts the bidder shall also show the products of the respective unit prices and quantities written in figures in the column provided for the purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the figures shall be in ink or typed.

D. Neither conditional nor alternative bids will be considered unless called for.

#### **100.06 BID SECURITY**

All bids shall be accompanied by a bid security in the amount specified on the Invitation to Bid. The bid security shall be unconditionally payable to the State of Alaska and shall be in the form of an acceptable Bid Bond (Form 25D-14) , or a certified check, a cashier's check or a money order made payable to the State of Alaska.

The surety of a Bid Bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. A legible power of attorney shall be included with each Bid Bond (Form 25D-14).

A Bid Bond must be accompanied by a legible Power of Attorney.

An individual surety will not be accepted as a bid security.

#### **100.07 ADDENDA REQUIREMENTS**

The Department will issue addenda if it determines, in its discretion, that clarifications or changes to the Contract documents or bid due date are needed. The Department may send addenda by any reasonable method such as fax, email, or may post the addenda on its website or online bidding service. Unless picked up in person or included with the bid documents, addenda or notice that an addendum has been issued will be addressed to the individual or company to whom bidding documents were issued and sent to the email address or fax number on the plan

holders' list. Notwithstanding the Department's efforts to distribute addenda, bidders are responsible for ensuring that they have received all addenda affecting the Invitation To Bid. Bidders must acknowledge all addenda on the Bid Forms, by fax, or by email before the deadline stated in the Invitation to Bid.

#### **100.08 DELIVERY OF BIDS**

**Bids shall be submitted by email (PREFERRED, DUE TO THE TIME CONSTRAINTS OF THE ITB) or in a sealed envelope to the project manager. When bids are submitted in a sealed envelope, the envelope shall clearly indicate its contents and the address of the Department's designated contracts office, as specified on the Invitation to Bid. Bids for other work may not be included in the envelope. Emailed bids are specifically called for in the Invitation to Bid. Bids cannot be delivered via facsimile due to technical issue.**

#### **100.09 WITHDRAWAL OR REVISION OF BIDS**

Bids may be withdrawn or revised in writing delivered by mail, fax, or email, provided that the Department's designated office receives the withdrawal or revision before the deadline stated in the Invitation To Bid. Withdrawal requests must be signed and submitted by the bidder's duly appointed representative who is legally authorized to bind the bidder. Revisions shall include both the modification of the unit bid price and the total modification of each item modified but shall not reveal the amount of the total original or revised bids.

#### **100.010 PROTEST OF INVITATION TO BID**

An interested party, as defined in AS 36.30.699, may protest an Invitation to Bid before the bid opening in accordance with AS 36.30.560 and AS 36.30.565. The interested party must submit a protest to the Contracting Officer.

#### **100.011 RECEIPT AND OPENING OF BIDS**

The Department will only consider bids, revisions, and withdrawals received before the deadline stated in the Invitation to Bid.

The Department will assemble, open, and publicly announce bids at the time and place indicated in the Invitation to Bid, or as soon thereafter as practicable. The Department is not responsible for prematurely opening or for failing to open bids that are improperly addressed or identified.

#### **100.012 NONRESPONSIVE BIDS**

1. A bid shall be rejected as nonresponsive if it:
  - a. Is not properly signed by an authorized representative of the bidder and in a legally binding manner;
  - b. Contains unauthorized additions, conditional or alternative bids, or other irregularities that make the bid incomplete, indefinite, or ambiguous;
  - c. Includes a reservation of the right to accept or reject any award, or to enter into a contract pursuant to an award,
  - d. Fails to include an acceptable bid guaranty with the bid;
  - e. Is materially unbalanced; or
  - f. Fails to meet any other material requirement of the Invitation To Bid.

2. A bid may be rejected as nonresponsive, in the Department's discretion, if it:

- a. Is not typed or completed in ink;
- b. Fails to include an acknowledgement of receipt of each addendum by assigned number and date of issue; or
- c. Is missing a bid price for any pay item, except when alternate pay items are authorized.

#### **100.013 BIDDERS INTERESTED IN MORE THAN ONE BID**

A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

#### **100.014 ELECTRONIC MAIL**

Within its submitted bid, a bidder must include a current electronic mail (email) address of bidder's representative who possesses authority to receive, process, and respond to Department emails regarding the advertised project.

The Department may send notices and information to a bidder by using the furnished email address of the bidder's authorized representative.

A bidder shall notify the Department if the bidder requests the Department to send email notices or information to an address different from the email address initially provided in its bid forms. The bidder shall notify the Department of such change by sending a request in writing to the Contract's point of contact identified on the Invitation to Bid that is signed by a representative who is authorized and empowered to legally bind the bidder.

Delivery of an email sent by the Department is complete upon receipt in the addressee's email account. An email sent after 4:30 pm shall be deemed to have occurred at the opening of business on the next working day.

If needed, the Department may demonstrate proof of email delivery by affidavit or certification that includes the following:

1. The date and time that the Department sent the email message;
2. The email address from which the Department sent the message;
3. The name and email address to which the Department sent the message;
4. A statement that the Department sent the email message and that the person signing the affidavit or certification believes the transmission to have been complete and without error; and
5. An attached copy of the subject email.

#### **100.015 CONSIDERATION OF BIDS**

Until the Award, the Department may reject any or all bids, waive minor informalities or advertise for new bids without liability to any bidder if the Department, in its discretion, determines that to do so is in the best interests of the State.

A bidder may request withdrawal of a bid after opening and before the Award only in accordance with AS 36.30.160(b) and State procurement regulations. The bidder must submit the request to the Contracting Officer.

An interested party, as defined in AS 36.30.699, may protest a proposed Award of contract as per AS 36.30.560 and AS 36.30.565. The bidder must submit the protest to the Contracting Officer.

WHOLLY STATE-FUNDED PROJECTS. On wholly state-funded projects, determination of the low bidder will include bidder preferences as required under AS 36.30.321, according to subsections 1-3 below. Alaska Bidder Preference, Alaska Veteran Preference, and Alaska Product Preference are not applicable on projects with federal funding.

1. Alaska Bidder Preference: A bidder claiming this preference shall provide with their bid an Alaska Bidder Preference Certification, certifying they qualify as an Alaska bidder eligible for Alaska Bidder Preference according to AS 36.30.

If the bidder qualifies as an Alaska bidder, a five percent (5%) preference will be applied to the price of the bid. "Alaska bidder" means a person who:

- a. holds a current Alaska business license;
  - b. submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license;
  - c. 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;
  - d. 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 former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the state; and
  - e. If a joint venture, is composed entirely of ventures that qualify under (a) through (d), above.
2. Alaska Veteran Preference: A bidder claiming this preference shall provide an Alaska Veteran Preference Certification, certifying they qualify as an Alaska bidder eligible for Alaska Veteran preference according to AS 36.30.

If a bidder qualifies as an Alaska bidder and is a qualifying entity, an Alaska Veteran Preference of 5 percent shall be applied to the bid price. The preference may not exceed \$5,000 (AS 36.30.321). A "qualifying entity" means a:

- a. sole proprietorship owned by an Alaska veteran;
- b. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans;  
or
- d. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

A preference under this section is in addition to any other preference for which the bidder qualifies.

To qualify for this preference, the bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

An Alaska veteran is a resident of Alaska who:

- 1) served in the Armed forces of the United States, including a reserve unit of the United States armed forces; or the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

- 2) was separated from service under a condition that was not dishonorable.
3. Alaska Product Preference: A bidder claiming this preference shall complete and sign the Alaska Product Preference Worksheet, according to the worksheet instructions, and submit the completed worksheet with their bid.

Except for timber, lumber and manufactured lumber products used in the construction project under AS 36.30.322(b), an Alaska products preference will be given as required under AS 36.30.326 - 36.30.332 when the bidder designates the use of Alaska products.

If the successful bidder/contractor proposes to use an Alaska product and does not do so, a penalty will be assessed against the successful bidder/contractor according to AS 36.30.330(a).

Each Alaska product declared on the Alaska Product Preference Worksheet must have an "Approval" date on the Alaska Product Preference Program List, that is on or before the bid opening date for this contract, and that does not expire before the bid opening date for this contract.

#### **100.016 RESPONSIBILITY OF BIDDERS**

The Department may find a bidder is non-responsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

1. Evidence of bid rigging or collusion;
2. Fraud or dishonesty in the performance of previous contracts;
3. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
4. Unsatisfactory performance on previous or current contracts;
5. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;
6. Uncompleted work that, in the judgment of the Department, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
7. Failure to reimburse the State for monies owed on any previous contracts;
8. Default under previous contracts;
9. Failure to submit evidence of registration and licensing;
10. Failure to comply with any qualification requirements of the Department;
11. Engaging in any activity that constitutes a cause for debarment or suspension under the State Procurement Code (AS 36.30) or submitting a bid during a period of debarment;
12. Failure to satisfy the responsibility standards set out in state regulations;
13. Lack of skill, ability, financial resources, or equipment required to perform the contract; or
14. Lack of legal capacity to contract.

Nothing contained in this section deprives the Department of its discretion in determining the lowest responsible bidder.

#### **100.017 SUBCONTRACTOR LIST**

The apparent low bidder shall submit a completed Subcontractor List, Form 25D-5, within five working days following receipt of written notification by the Department that it is the low bidder.

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed will be declared non-responsible and may be required to forfeit the bid security. The Department will then consider the next lowest bidder for award of the Contract.

If a bidder fails to list a subcontractor, or lists more than one subcontractor for the same portion of work, and the value of that work is in excess of one-half of one percent of the total bid amount, the bidder agrees to perform that portion of work without a subcontractor and represents that it is qualified to perform that work.

A bidder who lists as a subcontractor another contractor who, in turn, sublets the majority of the work required under the Contract, violates this subsection.

A bidder or Contractor may, without penalty, replace a listed subcontractor who:

- 1) Fails to comply with licensing and registration requirements of AS 08.18;
- 2) Fails to obtain a valid Alaska business license;
- 3) Files for bankruptcy or becomes insolvent;
- 4) Fails to execute a subcontract for performance of the work for which the subcontractor was listed, and the bidder acted in good faith;
- 5) Fails to obtain bonding acceptable to the Department;
- 6) Fails to obtain insurance acceptable to the Department;
- 7) Fails to perform the subcontract work for which the subcontractor was listed;
- 8) Must be replaced to meet the bidder's required state or federal affirmative action requirements;
- 9) Refuses to agree or abide with the bidder's labor agreement; or
- 10) Is determined by the Department to be not responsible.

In addition to the circumstances described above, a Contractor may in writing request permission from the Department to add a new subcontractor or replace a listed subcontractor. The Department will approve the request if it determines in writing that allowing the addition or replacement is in the best interest of the State.

A bidder or Contractor shall submit a written request to add a new subcontractor or replace a listed subcontractor to the Contracting Officer a minimum of five working days before the date the new subcontractor is scheduled to begin work on the construction site. The request must state the basis for the request and include supporting documentation acceptable to the Contracting Officer.

If a bidder violates this subsection, the Contracting Officer may:

- 1) Cancel the Contract after Award without any damages accruing to the Department; or
- 2) After notice and a hearing, assess a penalty on the bidder in an amount not exceeding 10 percent of the value of the subcontract at issue.

## **100.018 AWARD OF CONTRACT**

The Department will award the Contract to the lowest responsible and responsive bidder unless it rejects all bids. The Department will notify all bidders in writing via email, fax, or U.S. Mail of its intent to award.



In order to establish a clear and definitive basis of award for contracts with additive alternates, the State has established a budgeted amount from which the order of bidders will be determined. The amount will be disclosed when timely received bids are announced. The low bid will be determined by considering the basic bid and additive alternate(s) in the order listed on the Bid Schedule up to a total not to exceed the budgeted amount. The State reserves the right to reject all bids. The State also reserves the right to award the contract above or below the budgeted amount to the low bidder based on any combination of alternate(s) or no alternate(s), providing that the low bidder remains unchanged.

The Department will notify the successful bidder in writing of its intent to award the Contract and request that certain required documents, including the Contract Form, bonds, and insurance be submitted within the time specified. The successful bidder's refusal to sign the Contract and provide the requested documents within the time specified may result in cancellation of the notice of intent to award and forfeiture of the bid security.

If an award is made, it will be made as soon as practicable and usually within 40 days after bid opening. Award may be delayed due to bid irregularities or a bid protest, or if the award date is extended by mutual consent. Bids shall be valid for 120 days after bid opening, and may be extended by mutual consent.

#### **100.019 RETURN OF BID SECURITY**

The Department will return bid securities, other than bid bonds:

1. To all except the two lowest responsive and responsible bidders, as soon as practicable after the opening of bids; and
2. To the two lowest responsive and responsible bidders immediately after Contract award.

#### **100.020 PERFORMANCE AND PAYMENT BONDS**

The successful bidder shall furnish all required Performance and Payment Bonds on forms provided by the Department for the sums specified in the Contract. If no sum is specified, the successful bidder shall comply with AS 36.25.010. The Surety on each bond may be any corporation or partnership authorized to do business in the state as an insurer under AS 21.09 or two individual sureties approved by the Contracting Officer.

If individual sureties are used, two individual sureties must each provide the Department with security assets located in Alaska equal to the penal amount of either the performance bond or the payment bond. Any costs incurred by the Contractor and the individual Surety are subsidiary and shall be borne by the Contractor or the individual Surety. In no event will the Department be liable for these costs.

Individual sureties shall provide security by one, or a combination, of the following methods:

1. Escrow Account, with a federally insured financial institution, in the name of the Department. Acceptable securities include, but are not limited to, cash, treasury notes, bearer instruments having a specific value, or money market certificates.
2. Irrevocable letters of credit, from a financial institution approved by the Contracting Officer, with the Department named as beneficiary.
3. Cashier's or certified check made payable to the State of Alaska issued by financial institutions approved by the Contracting Officer.

These bonds and security assets, as applicable, shall remain in effect for 12 months after the date of final payment or, if longer, until all obligations and liens under this Contract are satisfied, including, but not limited to, obligations under General Conditions, Subsection 12.7.



The Department may, in its discretion, notify the bonding company or Surety of any potential default or liability.

The Contractor shall substitute, within five working days, another bond or surety acceptable to the Department if an individual Surety or the Surety on any bond furnished in connection with the Contract:

1. Becomes insolvent or is declared bankrupt;
2. Loses its right to do business in any state affecting the work;
3. Ceases to meet Contract requirements;
4. Fails to furnish reports of financial condition upon request; or
5. Otherwise becomes unacceptable to the Department.

When approved by the Contracting Officer, the Contractor may replace:

1. An individual surety with a corporate surety; or
2. Posted collateral with substitute collateral.

Failure to maintain the specified bonds or to provide substitute bonds when required under this section may be grounds for withholding contract payments until substitute bonding is obtained, and may, in the Department's discretion, be grounds for declaring the Contractor in default.