

STATE OF ALASKA

INVITATION TO BID (ITB)



SNOW REMOVAL AND ICE CONTROL SERVICES FOR BRYANT AIRFIELD, CAMP CARROLL, AND CAMP DENALI ON JBER, ALASKA

ITB 210000010

SEPTEMBER 29, 2020

THE DEPARTMENT OF MILITARY AND VETERAN'S AFFAIRS (DMVA), FACILITIES MANAGEMENT OFFICE (FMO) FOR THE ALASKA ARMY NATIONAL GUARD IS SEEKING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE SNOW PLOWING, SNOW REMOVAL, SANDING, AND ICE CONTROL SERVICES AT BRYANT AIRFIELD, CAMP CARROLL, AND CAMP DENALI AREAS ON JOINT BASE ELMENDORF-RICHARDSON, ALASKA.

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that they comply with the following:

- (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 the following forms of evidence submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, 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;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive 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.

Angela Laflamme Procurement Officer	_____	_____
	COMPANY SUBMITTING BID	ALASKA BUSINESS LICENSE NUMBER
	_____	_____
	AUTHORIZED SIGNATURE	FEDERAL TAX ID NUMBER
Phone: (907) 428-7224	_____	_____
	PRINTED NAME	E-MAIL ADDRESS
Email: MvaDasProcurement@alaska.gov	_____	_____
	DATE	

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE ITB	4
SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.03 INVITATION TO BID (ITB) REVIEW.....	4
SEC. 1.04 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS.....	4
SEC. 1.05 MANDATORY PRE-BID TELECONFERENCE CALL.....	4
SEC. 1.06 SITE INSPECTION	4
SEC. 1.07 SUBMITTING BIDS.....	5
SEC. 1.08 BID FORMS.....	5
SEC. 1.09 PRICES.....	6
SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY	7
SEC. 1.11 AMENDMENTS TO BIDS	7
SEC. 1.12 AMENDMENTS TO THE ITB	7
SEC. 1.13 ITB SCHEDULE	7
SEC. 1.14 ALTERNATE BIDS.....	7
SEC. 1.15 SUPPORTING INFORMATION.....	7
SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER	8
SECTION 2. CONTRACT INFORMATION	9
SEC. 2.01 CONTRACT TERM.....	9
SEC. 2.02 CONTRACT ADMINISTRATION.....	9
SEC. 2.03 CONTRACT FUNDING	9
SEC. 2.04 CONTRACT EXTENSION	9
SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	9
SEC. 2.06 SUBCONTRACTORS	9
SEC. 2.07 JOINT VENTURES	10
SEC. 2.08 CONTRACT PERFORMANCE LOCATION	10
SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS & EQUIPMENT	10
SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS	10
SEC. 2.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	17
SEC. 2.12 CONTINUING OBLIGATION OF CONTRACTOR	17
SEC. 2.13 INFORMAL DEBRIEFING.....	18
SEC. 2.14 INDEMNIFICATION.....	18
SEC. 2.15 INSURANCE	18
SECTION 3. CONTRACT INVOICING AND PAYMENTS	19
SEC. 3.01 BILLING INSTRUCTIONS.....	19
SEC. 3.02 PAYMENT FOR STATE PURCHASES.....	19
SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED	19
SECTION 4. EVALUATION AND CONTRACTOR SELECTION.....	20
SEC. 4.01 EVALUATION OF BIDS	20
SEC. 4.02 APPLICATION OF PREFERENCES	20
SEC. 4.03 EXTENSION OF PRICES	20
SEC. 4.04 METHOD OF AWARD	20
SEC. 4.05 NOTICE OF INTENT TO AWARD	20
SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION.....	21
SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	21
SEC. 5.02 AUTHORITY	21
SEC. 5.03 COMPLIANCE	21

SEC. 5.04	SUITABLE MATERIALS, ETC.....	21
SEC. 5.05	SPECIFICATIONS	22
SEC. 5.06	CONTRACTOR SITE INSPECTION	22
SEC. 5.07	ORDER DOCUMENTS	22
SEC. 5.08	HUMAN TRAFFICKING.....	22
SEC. 5.09	RIGHT OF REJECTION	22
SEC. 5.10	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	23
SEC. 5.11	DISCLOSURE OF BID CONTENTS	23
SEC. 5.12	ASSIGNMENTS	23
SEC. 5.13	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM).....	23
SEC. 5.14	DEFAULT.....	23
SEC. 5.15	DISPUTES	24
SEC. 5.16	SEVERABILITY.....	24
SEC. 5.17	CONTRACT CANCELLATION	24
SEC. 5.18	GOVERNING LAW; FORUM SELECTION	24
SEC. 5.19	SOLICITATION ADVERTISING	24
SEC. 5.20	QUALIFIED BIDDERS	24
SEC. 5.21	FEDERALLY IMPOSED TARIFFS	24
SEC. 5.22	PROTEST	25
SECTION 6.	ATTACHMENTS.....	27
SEC. 6.01	ATTACHMENTS	27

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Military and Veterans Affairs (DMVA), Facilities Management Office (FMO) for the Alaska Army National Guard, is soliciting bids from qualified contractors to provide snow plowing, snow removal, sanding and ice control services for Bryant Airfield, Camp Carroll, and Camp Denali areas on Joint Base Elmendorf-Richardson, Alaska, as described in this Invitation to Bid.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **4:00 PM Alaska Time on October 16, 2020**, at which time they will be opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten 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.

SEC. 1.04 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be made in writing, and directed to the procurement officer, by **Noon Alaska Time, October 9th, 2020**. Questions can be emailed to MvaDasProcurement@alaska.gov. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

SEC. 1.05 MANDATORY PRE-BID TELECONFERENCE CALL

A **mandatory pre-bid teleconference** will be held at **10:00 AM**, Alaska Time, on **TUESDAY, OCTOBER 6TH, 2020** via call-in conferencing. The call-in information will be made available to those offerors who register with the Procurement Office via email at MvaDasProcurement@alaska.gov. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the ITB. We will also go over instructions for attending the optional site inspection. Questions and answers will be transcribed and sent to prospective bidders as soon as possible after the meeting.

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

SEC. 1.06 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. **A guided site inspection will take place on THURSDAY, OCTOBER 8th, 2020 beginning promptly at 2:00 PM Alaska Time.** To request base access to attend the site inspection, please send an email with the Name, Address, Phone Number, and Company Name for the attendee by Noon Alaska Time on October 7th, 2020 to chris.capps@alaska.gov

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.04 or during the mandatory pre-bid teleconference call in Section 1.06.

SEC. 1.07 SUBMITTING BIDS

Bidders must submit their bid, in writing, to the procurement officer via email. The bid should be emailed to MvaDasProcurement@alaska.gov and 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. **The procurement office uses the time and date shown on received emails in the office's inbox to determine the date and time for receipt of bids that have been submitted electronically.**

It is the bidder's responsibility to contact the issuing agency at **907-428-7224** to confirm the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 BID FORMS

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

ALASKA INTEGRATED RESOURCE INFORMATION SYSTEM (IRIS) REGISTRATION

To be considered for contract award, your firm must create a vendor account in the State's IRIS system <http://doa.alaska.gov/dof/iris/>

FEDERAL REQUIREMENTS

This ITB is being solicited using federal program funding. By signature on the bid, the bidder agrees to comply with the compliance requirements applicable to the Federal program, including the audit requirements of OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations, if awarded a contract.

Further, the U.S. Department of Labor requires all state agencies expending federal funds to have a certification filed in the proposal, by the bidder, stating they have not been debarred or suspended from doing business with the federal government. **The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction (attachment 3) must be completed and submitted with your bid.** A bid from a debarred or suspended bidder shall be rejected.

Additionally, the Department of Military and Veterans Affairs, Facility Management Office has revised (Section 00103 2013) **Supplemental for Federally Funded Projects (attachment 4)** used in solicitations and contract awards using federal funding. The acknowledgement and acceptance of the applicable laws must be completed and submitted with your bid.

A contract under this solicitation may involve access to, or performance of work on, a Federal military installation. In the interest of safety and security of the installation, the State of Alaska, Department of Military and Veterans Affairs, asks that contractors and their employees complete Anti-Terrorism Level I training prior to beginning any work on a contract resulting from this solicitation. The online based training is free and can be accessed at <https://jko.jten.mil/courses/at1/launch.html>. Failure of a contractor or their employees to complete this training will not impact evaluation or award of a contract resulting from this solicitation.

Finally, **bidders must be registered in the federal System for Award Management (SAM) at the time a bid is submitted.** Registration is free and can be done at <https://www.sam.gov/SAM/>. Failure to be registered with SAM before submitting a bid in response to this ITB will result in a non-responsive determination and the bid will not be opened or accepted for evaluation. Guidance can be found in **attachment 5**.

SEC. 1.09 PRICES

The bidder shall state prices in the units of issue on this ITB. 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.

SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of bids.

SEC. 1.11 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

SEC. 1.12 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

SEC. 1.13 ITB SCHEDULE

The ITB schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		09/29/2020
Mandatory Pre-Proposal Teleconference	10:00am	10/06/2020
Site Inspection	2:00pm	10/08/2020
Deadline for Receipt of Bids / Bid Due Date	4:00pm	10/16/2020
Bid Evaluations Complete		10/20/2020
Notice of Intent to Award		10/20/2020
Contract Issued		11/01/2020

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Military and Veterans Affairs, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.14 ALTERNATE BIDS

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

SEC. 1.15 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.

SEC. 1.16 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 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.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

This solicitation will result in three separate contracts, potentially with three separate vendors, one for each service area location, as described within this ITB. The length of each contract will be from the date of award, approximately November 1, 2020, through October 31, 2021, with the option to renew for three (3) additional 1-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Military and Veterans Affairs, Division of Administrative Services.

SEC. 2.03 CONTRACT FUNDING

Department of Military and Veterans Affairs, Facilities Management Office, estimates a budget not to exceed \$331,000.00 dollars over the life of the contract for Bryant Airfield, estimates a budget not to exceed \$700,000.00 dollars over the life of the contract for Camp Carroll, and estimates a budget not to exceed \$850,000.00 dollars over the life of the contract for Camp Denali.

Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension 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) the procurement officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured required state approvals necessary for the amendment and issued a written contract amendment.

SEC. 2.06 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify with their bid submittal, the names of the subcontractors and the portions of the work the subcontractors will perform. Each subcontractor must comply with the federal and state requirements listed in this ITB including, but not limited to, completion of federal requirement forms as listed in section 1.08 and Alaska Business License requirements as stated in section 5.01.

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the state to consider their bid non-responsive and reject it.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location the work is to be performed, completed and managed is on Joint Base Elmendorf-Richardson (JBER) at Bryant Airfield, Camp Carroll, and Camp Denali areas as outlined in the attached service area maps (attachment 5).

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.

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS & EQUIPMENT

At reasonable times, the state may inspect those areas of the contractor's place of business and equipment that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

This ITB is intended to result in three separate performance-based contracts for snow plowing, snow removal, sanding and ice control services, one contract for each location at the Bryant Army Airfield, Camp Carroll and Camp Denali Fort Richardson Alaska National Guard Facilities, for the Department of Military and Veterans Affairs, Facility Management Office, as identified on the attached area map. A contract resulting from this ITB will provide snow plowing, snow removal, sanding and ice control services on an as-needed basis for areas as depicted in the attached service area maps and according to each location priority service schedule.

2.10.1. Contractor Rights & Responsibilities. The contractor shall have the sole responsibility for the means, methods, sequences, or procedures of all services provided, and safety precautions related thereto. The contractor shall conduct all work in such a manner as to protect State resources.

The contractor shall comply with all applicable Federal, State, and Local laws, regulations, codes, ordinances and written directives. The Contractor must comply with all applicable State and Federal labor, wage and hourly rates, safety and associated laws, which have a bearing on the services provided.

The contractor shall provide for all supervision, materials, equipment, labor, and supplies to provide snow plowing/removal, sanding, and ice control to allow safe access to the identified facilities under contract. All work shall be performed according to industry standards, such as “Accredited Snow Contractors Association ‘ASCA’”.

- a. **SAFE PRACTICES.** Acceptable safe practices must be followed in the performance of work under a contract resulting from this ITB. The contractor must comply with all standards prescribed by JBER, the State of Alaska, Department of Labor, and Division of Labor Standards and Safety. The safety of the public, and employees of the building(s), are to be considered at all times. At no time is the use of cell phones acceptable while operating a motor vehicle, including heavy equipment, on JBER.
- b. **EQUIPMENT AND RESOURCES.** The contractor’s equipment must be suitable for the performance of this contract and must meet all pertinent State, Federal, and Joint Base Elmendorf – Richardson (JBER) Safety Regulations. It will be up to the contractor to determine the types of equipment and resources needed to meet the performance demands of this agreement. Equipment must have current maintenance/inspection records in each vehicle cab, listing dates of inspection, deficiencies, and any corrective actions. Vehicle inspections must be done and notated on the vehicle inspection records, no less than once per week, to minimize the potential for leaks and/or spills.

1. Mandatory Minimum Equipment List for Contract Services

The Contractor must own or have under lease the following equipment to meet the requirements of this contract. Equipment must be operational at the time of bid, and for the life of the contract, having passed a DOT inspection or equal.

Copies of current titles, registrations, or lease agreements for the following equipment must be provided with the bid submission and updated as required.

- Plow trucks, minimum of four (4), ¾ ton pick-up or flatbed style 4WD
- Articulated front end loaders with push blades and minimum 3 CY bucket, minimum two (2), tire chains available
- Motor grader, all-wheel drive mandatory, minimum two (2), tire chains available
- Snow blower for moving snow dump snow and berms etc., min size 2000/tons/hour
- Skid steer for clearing paths and sidewalks

If equipment becomes inoperable or is replaced during the period of performance, the contractor must notify the Project Manager with the change and provide new titles, registrations, or lease agreements. The contractor must be able to show they meet the mandatory minimum equipment list at any time during the period of performance for a fully executed contract resulting from this ITB.

- c. **PETROLEUM SPILL AND LEAKAGE.** The contractor is responsible for all cleanup actions required resulting from spills or equipment leakage during the performance of this contract in accordance with Joint Base Elmendorf-

Richardson (JBER), and Alaska Department of Environmental Conservation (ADEC) regulations. If equipment is stored on-site, appropriate measures shall be taken to prevent leaks or spills and have at each equipment storage location an appropriately sized Spill Response Kit validated for appropriateness by the FMO Environmental section (in addition to drip pans, absorbent pads or “duck ponds” as needed) at the site during performance of this contract. Failure to take reasonable and responsive corrective action within twenty-four (24) hours of an observed spill/leak, will result in the State taking corrective action as outlined in Defective Work section.

- d. **SPILL CONTROL.** The contractor shall immediately notify the Project Manager and prepare and submit a Spill Information Collection Sheet whenever there is a suspected or confirmed leak, spills or release of oil, hazardous and/or regulated substance, during performance of this contract. The report shall be delivered to the Project Manager (via email and hard copy).
- e. **ACCIDENT REPORTING.** Vehicular and personal injury accidents must be reported immediately to JBER police at: 907-552-3421. Contractor will notify the Project Manager as soon as practical, but not later than, four (4) hours after ALL accidents/incidents. Notification will include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.).
- f. **DEFECTIVE WORK: (Damage and Protection)** The contractor shall, at their own expense, remedy and correct any defect in service work performed identified by the Project Manager. The contractor shall, without additional cost to the State or Building Owner, make good and be fully responsible for all injury and/or damage to persons or property which may result from the contractor’s or contractor’s employees fault or negligence. This includes damages resulting from the use of materials and equipment or from workmanship, which is inferior, defective, or not in accordance with the terms and conditions of this Invitation to Bid. Where or when a defect in the contractor's work could result in injury to a private citizen, Guard member, or State employee, the State reserves the right to immediately correct the deficiency using the most expedient method available (State employee or private contractor), and deduct the cost incurred from monies owed the contractor.

2.10.2. Contractor Personnel. The contractor shall employ competent supervisory personnel capable of training employees on methods of accomplishing the work performance and quality standards of this contract. Supervisory personnel shall have in-depth knowledge of contract requirements, procedures, supplies and equipment. All management personnel and supervisors are required to be fluent in written and spoken English.

- a. The contractor shall provide a contract site supervisor who shall be responsible for the performance of the work. The name of this person and an alternate(s), who will be available on a daily basis for communication regarding services and quality control with the State Project Manager, shall be designated in writing at the contract kick-off meeting. The contract site supervisor, or alternate, shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract. The contract site supervisor must also be available to meet with the State Project Manager within one hour of notification of any valid customer complaint or contract service deficiency. The contract site supervisor and alternate(s) must be able to read, write, speak, and understand the English language.

Additionally, the contract supervisor is responsible for enforcing the following guidelines:

- At least one person of the work crew who can speak, read, and write English fluently must be present at all times during scheduled services.

- Contractor employees appearing to be under the influence of alcohol or drugs shall not be permitted on the premises.
 - Contractor employees shall not use or tamper with any federal or state property while performing services under a contract resulting from this ITB.
 - No business solicitations from Contractor or contractor employees, to solicit additional private business from building occupants, shall be allowed during performance of services under contract. This also prohibits notes or advertisements posted to bulletin boards.
 - Failure to enforce the above guidelines will be grounds for contract cancellation. The contract site supervisor will be on the job site at all times during performance of work.
- b. Contractor personnel shall present a neat appearance. Contractor personnel shall be easily recognizable while on the installation in conjunction with this contract. This shall be accomplished through the wear of distinctive clothing, vests, overcoats, or hats, bearing the company name or logo. The coloring or design of the items selected should be such that identifies personnel easily and quickly for reasons of safety and personal protection. The government is authorized to restrict the employment under the contract of any contractor employee or prospective contractor employee, who is identified as a potential threat to health, safety, security, general well-being, or operational mission of the installation and its population.
- c. The contractor and all employees shall be capable and experienced in the contract work to be performed. The State may require removal of any worker from the work area whose continued employment on the premises is deemed contrary to the public or State's best interest. The State may require the Contractor and all employees to submit to fingerprinting and a background check. Contractor personnel must be able to pass a security screening in order to work on the Joint Base Elmendorf - Richardson Military Installation. If required, it is the responsibility of the Contractor to ensure this requirement is met without delay. Before a notice to proceed is issued all personnel performing work under this contract are required to submit a certificate for the successful completion of the Level 1 Anti-terrorism training (Attachment 7). All cost involved will be borne by the Contractor. If identification cards are necessary, the cost (if any) will be borne by the Contractor.
- d. No minors under the age of eighteen (18) years, including family members of the contractor or their employees, are to be on the property/facility during contract work hours and are prohibited from performing any work under a contract resulting from this ITB.

2.10.3. Contract Start-up Meeting. Prior to beginning any work on the contract, the Contractor will meet with the State Project Manager at a mutually agreed upon time and location. The purpose of the meeting will be to discuss the Contractor and State Project Manager's expectations, review the scope of work and specifications, and exchange contact information. The following information will be provided at the meeting:

- a. Contractor to provide:
 - i. Contract Site Supervisor, and alternate, contact information;
 - ii. A copy of contractor's quality control procedures;
 - iii. Names of employees, operators, and any back-up personnel and copies of their state driver's license or state ID for base access approval; Escort privileges are available for key company personnel by approval of the Project Manager.
 - iv. A list of all equipment proposed to be used by the Contractor in performing services under the contract (this is in addition to the mandatory minimum equipment list submitted with a bid).
- b. State Project Manager to provide:

- i. Briefing on project and project management including measurement locations, confirming response times and services;
- ii. Briefing on JBER spill response procedures;
- iii. Briefing on safety protocols and expectations for each service location under this ITB.

2.10.4. Technical Description of Services. The contractor shall provide for all supervision, materials, equipment, labor, and supplies to provide snow plowing, snow removal, sanding, and ice control services to allow safe access to and use of all of the identified facilities and areas, on the attached maps, the Department of Military and Veterans Affairs maintains on Fort Richardson.

- a. **Obstructions.** Prior to the first snowfall each contract year, the contractor will physically mark obstructions, or potential obstructions, in service areas and maintain those markings throughout the season. Obstructions may be marked with bright color spray paint, cones, candle sticks or barricades. Employees responsible for performing services must be made aware of the locations of obstructions prior to performing services. Identifying obstructions or potential obstructions by additional means such as pictures and/or video is encouraged. Obstructions include, but are in no way limited to, manhole covers, utility access covers, rip rap, etc., parking lot entrance approaches, roadway curves and curbs, and, as necessary, marking snow removal boundaries identified in the contract.
- b. **Snow Event.** A snow fall resulting in an accumulation of two (2) inches to six (6) inches of snow, as measured at two specific points within each area identified by the Project Manager at the Contract Start-Up Meeting, is considered a snow event. The contractor is paid at their established rate, per snow event, up to 6" of snow accumulation. Snow accumulations over 6", as measured at the specific locations by the Project Manager, will allow the contractor to bill an additional 15 percent of their base price amount PER additional inch, up to a MAXIMUM of 6 additional inches or a total of 12" of snowfall. The Project Manager will authorize the commencement of any and all snow plowing and services for every snow event. Snow is snow and no difference or allowance will be made for "wet snow", "dry snow", "drifted snow", "wet", or "frozen" or "packed" snow.
- c. **Snow Plowing and Snow Removal.** Snow plowing and snow removal means all plowing and stacking of snow that has fallen in the identified service areas on the attached maps, removal of snow from the premises, and removal of built-up, packed snow or ice from plowed areas. The contractor must plow and remove snow from areas identified on the attached maps according to the direction of the Project Manager, upon a snow event as identified in letter b of this section.
- d. **Callout.** A callout means work performed by the contractor and their employees at the special request of the Project Manager for cleanup of snow drifts, slush or plowing of egress or ingress paths for vehicles and people. A callout does not include any work included in snow plowing and snow removal, nor does it include requests to correct defective work.
- e. **Sanding.** Sanding means the spreading of F-chip material on plowed or slippery areas, as requested by the Project Manager.

2.10.5. Service Requirements. All services shall be performed according to the specifications and directions prescribed in this Invitation to Bid. All contract work shall be completed without interfering with the proper performance of State business or work being done by other contractors.

- a. Service areas, as identified in the attached area maps, must be serviced according to the direction of the Project Manager. When a snow event occurs, the Project Manager will notify the contractor with service request

information via phone call, and followed up via written email. The contractor will be required to respond to request for services from the Project Manager within six (6) hours from time of notification until all areas of responsibility comply with contract specifications. The contractor will be required to provide snow and ice control services seven days a week, including weekends and holidays. (NOTE: The state will not pay for contractor overtime costs, only the agreed upon costs of the contract.) If a snow event takes place during working hours, 7:00 a.m. to 4:00 p.m., the contractor will (upon notification via text, email, or phone call /message), be required to be actively engaged in continuous on-site effort within four (4) hours from time of notification until all areas of responsibility comply with contract specifications.

- b. The contractor will be responsible for the removal of snow and ice on sidewalks, in front of gates, man doors, dumpsters, and other entrances or walk ways identified on attached service area maps, when requested by the Project Manager. When services are required, sidewalks and ADA ramps will be free from all snow and ice from the snow event. Gates are to be free and clear of snow and ice a minimum of 24" each side of the gates length in the open and closed position. Gate will have unobstructed operation. Doors will be cleared 12" each side of the door opening. Dumpsters are to be free and clear of snow and ice a minimum of 24" in front to allow for unobstructed access by foot or vehicle. At no time shall snow be allowed to be piled or plowed in front of gates, doors or dumpsters.
- c. Contractor shall ensure all Spoil I (snow removed from areas under this contract) is pushed, hauled, and/or stacked within the designated Snow Collection Areas to allow for placement of the nominal seasonal snowfall accumulation for the areas being serviced. Payment will not be made to the contractor for relocating snow within a snow dump area to provide space/access to additional snow dump area. Snow shall not be piled, dumped, or stored in the barracks areas. Snow shall not be allowed to accumulate for any reason at any area that would restrict vision for intersections of roadways and driveways and intersections of roadways and parking lots. Snow shall not be allowed to accumulate for any reason with in the identified snow removal areas. Snow shall not be plowed against any fence (minimum 10' clear space required), buildings, equipment, telephone poles, fire hydrants, or storage containers without written authorization by the Project Manager.
- d. Roads and lots are to be plowed and scraped with a loader or grader. Actual and real down pressure is required on the cutting edge of the motor grader or loader plowing roads and lots to keep ice buildup below those listed in the contract. Use of a pickup truck on the roads is not allowed and will be deemed insufficient. Roads and lots are to be kept clear with a maximum accumulated snow and ice on surfaces of no more than one (1) inch. Roads are to be kept clear to a width to include two feet outside the white painted lines (fog lines) on the road edges. Where no fog lines exist, roads are to be kept clear two feet outside the road edges.
- e. Sanding will be ordered on an as needed basis by the Project Manager for the identified service areas on the attached maps. Sanding areas are the same areas as defined in plowing; including two feet outside the fog line (if present) and if no fog line present two feet out from the edge of all pavement including parking lots.
- f. Sand size will be "F-chip" and applied at approximately 0.0081 cubic feet of sand per one square yard of area. (0.0003 cubic yards of sand per square yard or 30 cubic yards of sand per 100,000 square yards of sanded area.) If weight is used as a measurement, as opposed to volume, sand should be calculated at approximately 2600 pounds per cubic yard.

- g. Contractor will provide within one day scanned and emailed scale house tickets documenting the quantities of sand delivered to onsite storage piles. Scale house tickets shall indicate each occurrence with scale house tickets indicating weight or number of cubic yards delivered, time and date stamped. (If invoices from a sand supplier are used, the invoice cost should be deleted.)

2.10.6. Project Manager Service Requests. The Project Manager will notify the contractor when service is required at each service area and the level of service being requested. Notification will take place via phone call and followed up in writing by the Project Manager to the contractor's identified Contract Supervisor.

The contractor will provide services as requested by the Project Manager, including performing priority service for areas as identified by the Project Manager and within this ITB. Each area identified on the attached service area map will be monitored and services requested by the Project Manager.

There may be additional services required as a result of regular snow plowing and ice control services the Project Manager may request as needed. These "other items" will be billed at an hourly rate dependent on equipment and services requested. Hourly rate should include all labor, time, and equipment costs in one rate price.

2.10.7. Quality Control, Inspections and Deficiencies. All services shall be performed according to the specifications and directions prescribed in this Invitation to Bid. All contract work shall be completed without interfering with the proper performance of State business or work being done by other contractors.

- a. **WORK INSPECTIONS:** The Contractor or Contractor's Designee shall, upon notification by the Contracting Agency, be present at the contract site to conduct an inspection with the agency's representative. Inspections with the State's representative may take place anytime and at the sole discretion of the Contracting Agency. If the Contractor fails to appear for an inspection or a deficiency is not corrected within the stated period of time, the Contracting Agency may hire another firm to correct the deficiency and invoice the contractor for the cost. The contractor's failure to pay the State may interfere with the full payment for services rendered during the next invoicing cycle. Any carryover of non-corrected deficiencies will be considered a Breach of Contract.

The Project Manager reserves the right to perform inspection of work at any time, with or without the contractor or contractor's designee present.

- b. **CORRECTION OF DEFICIENCIES:** All deficiencies must be brought into compliance with contract specifications; work to begin within two (2) hours of the notice and be actively engaged in continuous on-site effort until all deficiencies comply with contract specifications. Any carryover of non-corrected deficiencies may be grounds for the State to declare the contractor in default.
- c. **CONTRACT DEFICIENCIES:** The contractor's failure to provide a service required by this contract will be grounds for the State to issue a contract deficiency notice to the contractor. The notice will be provided to the contractor in writing via; letter or email from the Project Manager or their designee. The contractor will advise the State, in writing, of the corrective action being taken. If a deficiency is not corrected within twelve (12) hours from the time it is identified, the State may issue another notice and procure, from another contractor (or state staff), the services necessary to correct the deficiency. The contractor will then be obligated to reimburse the State for the amount required to correct the problem. The Project Manager will communicate the amount owed to the contractor prior to the next billing cycle. Outstanding deficiencies may be followed up with a Cure Letter from the Procurement Office. If a contractor gets more than three (3) substantiated Cure Letters in a sixty (60) day period, it may be grounds for the State to declare the contractor in default and terminate the contract.

2.10.8. Restoration. Upon conclusion of the snow season, the contractor shall perform restoration of areas affected by snow removal activities.

- a. All parking areas disturbed by snow removal activities shall be re-graded to form a level parking area and smooth transition to the roadway or sidewalk. This item will be considered incidental to the bid and no added compensation shall be allowed.
- b. All lawn areas disturbed by snow removal activities shall be re-graded to form a smooth transition from the existing lawn to the roadway or sidewalk at a maximum slope of 6:1 and shall be treated by the application of black dirt and seed blanket. This item will be considered incidental to the bid and no added compensation shall be allowed. This item and subcategories will be considered incidental to the bid and no added compensation shall be allowed.
 - i. Provide pulverized topsoil, seed blanket, and care of grass during establishment period for a complete surface restoration of lawns, parkways, and other areas disturbed as a result of the snow removal activities.
 - ii. Provide watering, replanting and continue as necessary until a close healthy stand of specified grasses is established, minimum 2" tall and one mowing.
 - iii. Scarify the compacted sub grade to a depth of 3 inches to receive the topsoil.
 - iv. Provide a mixture of black dirt having at least 90 percent passing a No. 10 sieve, free of large roots, brush, sticks, weeds, stones larger than ¼ inch in diameter, and any other debris.
 - v. Spread at least 4 inches of prepared topsoil in areas of new grading raked smooth and level. Grade flush with walks, curbs, and paving.
- c. Removal of obstruction markings as needed or at the request of the Project Manager, including barricades, cones, candlesticks or other markings used to mark obstacles at the beginning of the snow season.

SEC. 2.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.12 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.

SEC. 2.13 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

SEC. 2.14 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.

SEC. 2.15 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the 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 procurement officer prior to contract approval 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.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

Invoices will be based on the Bid Schedule and must be itemized by type of occurrence, date, and building number. All invoices must include a sequential number and efforts made to avoid duplication of a previous invoice number. Invoices shall be submitted electronically to: mvafocontracts@alaska.gov for each month services were performed (no later than the fourth working day of the following month) and must include supporting sheets generated from the Bid Schedule.

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

SEC. 3.02 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.

Any single contract payments of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 APPLICATION OF PREFERENCES

Because federal funds may be used in the procurement of services under a contract resulting from this RFP, the State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.

SEC. 4.03 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.

SEC. 4.04 METHOD OF AWARD

Award will be made by lot to the lowest responsive and responsible bidder. There are three lots, one for each location area. In order to be considered responsive for a lot, bidders must bid on all items within that lot. Bidders do not need to bid on all lots to be considered responsive.

SEC. 4.05 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 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.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 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 Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- 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.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.02 AUTHORITY

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

SEC. 5.03 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.

SEC. 5.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, 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.

SEC. 5.05 SPECIFICATIONS

Unless otherwise specified in this 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.

SEC. 5.06 CONTRACTOR SITE INSPECTION

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 5.07 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. Unless otherwise specified in 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.

SEC. 5.08 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/j/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

SEC. 5.09 RIGHT OF REJECTION

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;

- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

SEC. 5.11 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 5.12 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 5.13 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.

SEC. 5.14 DEFAULT

In case of default by the contractor, for any reason whatsoever, the state may procurement 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.

SEC. 5.15 DISPUTES

If the contractor has a claim arising in connection with the contract that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

SEC. 5.16 SEVERABILITY

If any provision of the contract or agreement is found to be invalid or 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.

SEC. 5.17 CONTRACT CANCELLATION

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

SEC. 5.18 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 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.19 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 5.20 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided;
or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.21 FEDERALLY IMPOSED TARIFFS

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 contact 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.

SEC. 5.22 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the ITB.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

1. Bid Schedules: Award(s) will be made to the lowest responsive and responsible bidder for each of the three Lots, with a possibility of up to three successful bidders. Bidders do not need to bid on all three lots to be considered responsive.
2. Sample completed bid schedule
3. Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.
4. DMVA FMO Federally Funded Contracts Supplemental Requirements.
5. System for Award Management (SAM) Helpful Information
6. Service Area Maps for Bryant Airfield, Camp Carroll and Camp Denali

BIDDER'S CHECKLIST

Respondents are encouraged to use this checklist when assembling their quote package

This list is for guidance only and may not be all-inclusive. It is the responsibility of the vendor to ensure all required documents and information is received within DMVA/DAS Procurement Office no later than the deadline set for receipt of bids for your bid to be considered responsive.

_____ **Completed Page 1 of this ITB.**

One completed and signed copy of Page 1 of this ITB; and,

_____ **Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

One signed copy of the Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form for the bidder; and,

_____ **DMVA FMO Federally Funded Contracts Supplemental Requirements**

One signed copy of the DMVA FMO Federally Funded Contracts Supplemental Requirements for the bidder; and

_____ **Bid Schedules**

Completed and signed copy of the Bid Schedule for each location the bidder is interested in bidding on; and

_____ **Attendance at Mandatory Pre-Bid Teleconference**

Attend and register at the Mandatory Pre-Bid Teleconference Meeting on the date specified within this ITB; and,

_____ **Registration with SAM**

_____ **Conflict of Interest Statement**

_____ **Mandatory Return Amendments**

Written acknowledgement of any MANDATORY RETURN amendment(s) issued for this ITB.

Attachment 1: Bid Schedule

Award(s) will be made to the lowest responsive and responsible bidder for each of the three Lots, with a possibility of up to three successful bidders. Bidders do not need to bid on all three lots to be considered responsive. All lines must be completed in each lot.

Lot 1. Bryant Army Airfield

Rates provided should be all-inclusive of costs associated to meet the requirements as described within this ITB for each service.

Location Identification and Description	Area in Square Yards	Snow Removal Rate for Area (per snow event)	Sanding Rate for Area (per event)
47420 (Flt Ops) Parking, Driveways	2,412		
47420 (Flt Ops) Sidewalks	200		
47424 (Storage)	315		
47425 (Storage)	300		
47427 (Hangar 6) Parking	4,630		
47427 (Hangar 6) Sidewalks	125		
47428/47429 (Fuel Distro) Yard (Call-Out)	2,000		
47430 (Hangar 1) Parking, driveways	2,625		
47431 (Hangar 4) Parking lot, East	4,548		
47431 (Hangar 4) Main parking, drives	2,100		
47431 (Hangar 4) Parking lot, West	1,675		
47431 (Hangar 4) Sidewalks	40		
47432 Parking	1,335		
47432 Sidewalks	35		
47434 Parking	315		
47435 Parking	1,340		
47437 Parking	1,825		
47437 Yard	1,825		
47438 (Fuel Depot) Yard (Call Out)	1,575		
48000 (Tower Aux. generator access road	922		
Roads (identified on area map)	1,805		
Gates (9 total)			
Doors (9 total)			
TOTAL	31,947		

The following additional service requests and hourly rates will not be included as part of the bid evaluation due to varying request needs and specific equipment but will be included as additional services rates with an awarded contract.

Additional Service Requests	Cost Per Item
Extra Sanding: Cubic yards applied	
Equipment	Hourly Rate
¾ ton or 1 ton pick-up snow plow, 8' plow blade	
12-yard dump truck	
23-yard dump truck	
3.5-yard front end loader	
3.5-yard front end loader with wide plow attached	
Road grader	
Road grader, with snow wings	

-end of Lot 1-

Attachment 1: Bid Schedule

Award(s) will be made to the lowest responsive and responsible bidder for each of the three Lots, with a possibility of up to three successful bidders. Bidders do not need to bid on all three lots to be considered responsive. All lines must be completed in each lot.

Lot 2. Camp Carroll

Rates provided should be all-inclusive of costs associated to meet the requirements as described within this ITB for each service.

Location Identification and Description	Area in Square Yards	Snow Removal Rate for Area (per snow event)	Sanding Rate for Area (per event)
57024 (FMO) Parking A	567		
57024 (FMO) Parking B	615		
57024 (FMO) Sidewalks	75		
57040	2,348		
57114	2,184		
57116	2,184		
57226	1,950		
57400	2,300		
57406	2,300		
57408	2,300		
57410	2,300		
57427	545		
57428	2,290		
57432	750		
57460	2,879		
57462	2,879		
57464	2,879		
57466	2,879		
57468	2,879		
57503 (Recruiting)	4,325		
57503 (Recruiting) Fenced Lot	550		
58100 (AMYA Supply)	2,490		
60606	1,160		
60620 (Dining Hall)	3,926		
60700 (AMYA Admin)	2,685		
60702 (AMYA Headquarters)	1,835		
60802 (Counterdrug)	2,790		
60806	1,487		
60808	1,487		
60810	1,487		
60820	5,404		
Gates (16 total)			
Doors (30 total)			
SUB -TOTAL A	66,654		

-continued on next page-

Location Identification and Description	Area in Square Yards	Snow Removal Rate for Area (per snow event)	Sanding Rate for Area (per event)
These areas are serviced as a group: Buildings 60704, 60706, 60708, 60710, 60716, 60718, 60720, 60722	3,580		
These areas are serviced as a group: Buildings 60712, 60714, 60724, 60726, 60728, 60730, 60732, 60734, 60736, 60738, 60740	8,667		
SUB-TOTAL B	12,247		

Location Identification and Description	Length (Approx. lineal feet)	Snow Removal Rate for Area (per snow event)	Sanding Rate for Area (per event)
Stambone Road	2,205		
Stevens Road	2,085		
Col. Wilfred Wood Dr	2,350		
Maj. Muktuk Marston Ave.	400		
Col. Tom Clark Dr.	750		
57427 Access Road	600		
BG. John Hoyt Ave.	300		
SCSM. Archie Kahklen Ave.	1,615		
SUB-TOTAL C	10,305		
TOTALS A – C			

The following additional service requests and hourly rates will not be included as part of the bid evaluation due to varying request needs and specific equipment but will be included as additional services rates with an awarded contract.

Additional Service Requests	Cost Per Item
Extra Sanding: Cubic yards applied	
Specific Equipment	Hourly Rate
¾ ton or 1 ton pick-up snow plow, 8' plow blade	
12-yard dump truck	
23-yard dump truck	
3.5-yard front end loader	
3.5-yard front end loader with wide plow attached	
Road grader	
Road grader, with snow wings	

-end of Lot 2-

Attachment 1: Bid Schedule

Award(s) will be made to the lowest responsive and responsible bidder for each of the three Lots, with a possibility of up to three successful bidders. Bidders do not need to bid on all three lots to be considered responsive. All lines must be completed in each lot.

Lot 3. Camp Denali

Rates provided should be all-inclusive of costs associated to meet the requirements as described within this ITB for each service.

Location Identification and Description	Area in Square Yards	Snow Removal Rate for Area (per snow event)	Sanding Rate for Area (per event)
49000 (Armory) Front Parking	46,457		
49000 (Armory) Sidewalks	575		
49000 (Armory) National Guard Memorial Pathway	475		
49040 (Motor Pool)	36,509		
49140 (USPF&O) Yard	11,140		
49140 (USPF&O) Parking	3,191		
49140 (USPF&O) Sidewalks	335		
49140 (USPF&O Annex) Sidewalks	75		
49142 (USPF&O-CIF) Parking	660		
49150 (CSMS) Parking	3,094		
49150 (CSMS) Sidewalks	3,030		
49150 (CSMS) Yard	25,860		
Path between USPF&O & CSMS	335		
49201 (Contr. Hum.) Storage	815		
49203 (Contr. Hum.) Storage	815		
49205 (Contr. Hum.) Storage	815		
49196	925		
49198	925		
49200	925		
49202	925		
49204	925		
49206	925		
49208	925		
49209	925		
49210	925		
Gates (10 total)			
Doors (33 total)			
SUB -TOTAL A	142,506		

-continued on next page-

Location Identification and Description	Length (Approx. lineal feet)	Snow Removal Rate for Area (per snow event)	Sanding Rate for Area (per event)
Roads to Storage Buildings	1,675		
G-Wing Access Road	1,566		
Ruff Road to OMS Gate (plus parking)	185		
Army Guard Road	1,560		
Armory Fire Lane (NO SANDING)	1,385		
SUB-TOTAL B	6,371		
TOTAL A & B			

The following additional service requests and hourly rates will not be included as part of the bid evaluation due to varying request needs and specific equipment but will be included as additional services rates with an awarded contract.

Additional Service Requests	Cost Per Item
Extra Sanding: Cubic yards applied	
Specific Equipment	Hourly Rate
¾ ton or 1 ton pick-up snow plow, 8' plow blade	
12-yard dump truck	
23-yard dump truck	
3.5-yard front end loader	
3.5-yard front end loader with wide plow attached	
Road grader	
Road grader, with snow wings	

-end of Lot 3-
-end of bid schedules-

**Attachment 2: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE
CERTIFICATION)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Printed Name and Title of Authorized Representative

Signature

Date

Please provide either the DUNS number _____ and/or the Cage Code _____

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

- **END OF Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions -**

Attachment 3: Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013

Section 801. Applicable Law. *The Successful Contractor will comply with the following Applicable Laws. To view any referenced Laws or Statutes in their entirety please contact the Project Manager.*

Section 802. Governing Regulations. This contract and the parties involved with this contract will comply with, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1.

Section 803. Nondiscrimination. This contract and the parties involved with this contract will comply with the following national policies prohibiting discrimination:

- A. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- B. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- C. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- D. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- E. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Section 804. Lobbying.

- A. The State covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.
- B. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Section 805. Drug-Free work Place. This contract and the parties involved with this contract will comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Section 806. Environmental Protection.

- A. The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:
 - i. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
 - ii. Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
 - iii. The Resources Conservation and Recovery Act (RCRA);
 - iv. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
 - v. The National Environmental Policy Act (NEPA);
 - vi. The Solid Waste Disposal Act (SWDA));
 - vii. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
 - viii. To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- B. In accordance with the EPA rules, the party further agrees to also identify to the awarding agency (*State of Alaska \ Department of Military and Veterans Affairs \ Facilities Management Office*) any impact this award may have on:
 - i. The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

- ii. Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- iii. Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- iv. Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- v. Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
- vi. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300H-3).

Section 807. Use of United States Flag Carriers.

- A. The contractor and the parties involved, under this contract, agree that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- B. The contractor and the parties involved, under this contract, agree that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Section 808. Debarment and Suspension. This contract and the parties involved will comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the DoD in 2 CFR Part 1125. The State agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the State enters into transactions that are “covered transactions” under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

Section 809. Buy American Act. The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a, et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 810. Uniform Relocation Assistance and real Property Acquisition Policies. The State covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Section 811. Copeland “Anti-Kickback” Act. The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 812. Contract Work Hours and Safety Standards Act. The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

Section 813. Central Contractor Registration and Universal Identifier Requirements. The contractor and all parties involved with this contract agree to comply with the Central Contractor Registration and Universal Identifier Requirements as indicated below:

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make sub awards under this award, you:

- i. Must notify potential sub-recipients that no entity (see definition in paragraph C of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.
- ii. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

- i. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the www.sam.gov Internet site.
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- iv. Sub-award:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Sub-recipient means an entity that:
 - a. Receives a sub-award from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the sub-award.

Section 814. Reporting Sub-awards and Executive Compensation. The contractor agrees to comply with the Reporting Sub-awards and Executive Compensation requirements indicated below:

A. Reporting of first-tier sub-awards

- i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
- ii. Where and when to report.
 - a. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrc.gov>.
 - b. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).
- iii. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsrc.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

- i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received—
 - i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,

- ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
 - a) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <https://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Sub-recipient Executives

- i. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—
 - a. in the sub-recipient's preceding fiscal year, the sub-recipient received--
 - i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

D. Exemptions

- i. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- ii. Sub-awards; and,
 - a. The total compensation of the five most highly compensated executives of any sub-recipient.

E. Definitions. For purposes of this award term:

- i. Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iv. Sub-recipient means an entity that:
 - a. Receives a sub-award from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the sub-award.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.

- b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- d. Change in pension value. This is the change 'In present value of defined benefit and actuarial pension plans.
- e. Above-market earnings on deferred compensation which is not tax-qualified.
- f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Contractor Acknowledgement and Acceptance

Contractor Business Name: _____

Authorized Rep. Name: _____

Signature – Authorized Representative

Date

- END of Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013

Attachment 4: Helpful SAM Registration Information

<https://www.sam.gov/SAM/>

Federal regulations require vendors to be registered in the System for Award Management (SAM) in order to receive awards and payments on federal contracts. (FAR 52.204-7). SAM is a composite procurement system that replaces several government legacy systems, including the Central Contractor Registry (CCR) and serves as a common source of vendor data for government agencies. Registration in SAM is free, and extensive help files are available on the site to assist you with the registration process. SAM registration provides your company the added benefit of being visible to federal, state, and local agencies, as well as other contractors, searching for the products and services your company has to offer.

SAM is maintained by the General Services Administration, but personalized assistance with registration and other government procurement related matters is available through the nationwide network of Procurement Technical Assistance Centers or “PTACs”. To find the PTAC office nearest you, visit the national PTAC website at <http://www.aptac-us.org>. You can also find a listing of PTAC offices by state on the Defense Logistics Agency small business website at the following URL: <http://www.dla.mil/smallbusiness/pages/ptap.aspx>.

In Alaska, contact the Alaska Procurement Technical Assistance Center via their website at <http://www.ptacalaska.org>, or by calling (907) 274-7232 in Anchorage, or via their statewide toll-free number at 1(800) 478-7232. Alaska PTAC staff will assist you with your SAM registration and can answer any other questions you have regarding federal, state, or local procurement opportunities and requirements.

Vendors registered in SAM:

Please provide your business name, Data Universal Numbering System (DUNS®) number, Tax ID, and DoD issued CAGE code to enable us to pull your information for our records.

Vendors NOT registered in SAM:

You will first need to obtain a DUNS® number from Dun & Bradstreet (DnB) before registering. A DUNS® number is required for SAM registration and is free for vendors pursuing federal contracts. You can apply for a DUNS® number online through the DnB website at <http://www.dnb.com>; or by using the webform located at <https://fedgov.dnb.com/webform>

Issuance and activation of a DUNS® number is usually completed within 24 hours. If you need assistance with obtaining a DUNS® number, please contact your local PTAC office.

Attachment 5: Service Area Maps





