

**STATE OF ALASKA ITB NUMBER 2521H034**  
**AMENDMENT NUMBER ONE**

***AMENDMENT ISSUING OFFICE:***



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

**THIS IS NOT AN ORDER**

**DATE AMENDMENT ISSUED: September 14, 2021**

**ITB TITLE:**  
**Heavy Equipment Tire Chains**

**Bid Submission Date: Bid must be received by 2:00PM prevailing Alaska Time on October 1, 2021**

**This is a mandatory return Amendment.** *Your bid may be considered non-responsive if this signed amendment is not received [in addition to your bid] by the date and time bids are due.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Paul DiCarlo

Title: Procurement Specialist II

**Vendor Signature**

Business Name: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Two questions have been submitted by the vendor community:

***Question #1.***

Regarding an incorrect part number for Lot #Three - A, B and C, the Quality Chain portion in the sample bids. The first part number is Part #TC020-2845C and is incorrect. The correct part # is **2845QC**.

***Answer #1.***

The bid schedule has been revised with the correct part number and ITB 2521H034 Heavy Equipment Tire Chains Version2 has been issued. Please submit Version2 as your bid. It is attached below.

***Question #2.***

Would alternative brands be allowed in the event of supply chain issues?

***Answer #2.***

No.

# STATE OF ALASKA INVITATION TO BID (ITB)



## ITB TITLE: HEAVY EQUIPMENT TIRE CHAINS **VERSION2**

ITB NUMBER 2521H034

ISSUE DATE SEPTEMBER 10, 2021

**THIS INVITATION TO Bid (ITB) IS INTENDED TO RESULT IN A NON-MANDATORY USE CONTRACT(S) FOR THE PURCHASE OF BRAND SPECIFIC HEAVY EQUIPMENT TIRE CHAINS DELIVERED TO VARIOUS LOCATIONS IN ALASKA, ON AN AS-NEEDED BASIS FOR THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (DOT&PF).**

**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.

Paul DiCarlo Procurement Officer	_____ COMPANY SUBMITTING BID	
Phone: (907) 465-8446	_____ AUTHORIZED SIGNATURE	
	_____ PRINTED NAME	
Email: <a href="mailto:paul.dicarlo@alaska.gov">paul.dicarlo@alaska.gov</a>	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

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## **SECTION 1. INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE ITB**

The Department of Transportation & Public Facilities, Division of Maintenance & Operations (M&O), is soliciting bids to result in 3 separate contracts to purchase as-needed brand specific; Pewag, Leclède and Quality Chain Corp. heavy equipment tire chains.

### **SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS**

Bids must be received no later than 2:00PM Alaska Time on October 1, 2021 at which time they will be publicly 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 in writing and directed to the procurement officer. 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.

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.

## SEC. 1.05 SUBMITTING BIDS

**Bids may be submitted by E-mail or Hard Copy. Faxed or oral bids will not be accepted.**

**If Submitting Bids by Hard copy:**

Bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

**If using U.S. mail,** please use the following address:

Department of Transportation & Public Facilities  
Division of Administrative Services  
Attention: Paul DiCarlo  
ITB Number: 2521H034  
ITB Title: Heavy Equipment Tire Chains  
P.O Box 112500  
3132 Channel Drive, Suite 350  
Juneau, Alaska 99811-2500

**If using a delivery service,** please use the following address:

Department of Transportation & Public Facilities  
Division of Administrative Services  
Attention: Paul DiCarlo  
ITB Number: 2521H034  
ITB Title: Heavy Equipment Tire Chains  
3132 Channel Drive, Suite 350  
Juneau, Alaska 99801-2500

**Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.**

**It is the bidder's responsibility to contact the issuing agency at 907-465-8446 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.**

**If submitting a bid via email:**

The bid may be emailed to [dotstatewideprocurement@alaska.gov](mailto:dotstatewideprocurement@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 ahead of time to ensure the email is delivered by the deadline for receipt of bid.

## SEC. 1.06 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.

**SEC. 1.07 PRICES**

The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:

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

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

#### **SEC. 1.08 VENDOR TAX ID NUMBER**

If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

#### **SEC. 1.09 PRE-BID CONFERENCE**

No pre-bid conference will be held for this solicitation.

#### **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.

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / ITB Released		September 10, 2021
Pre-Bid Conference		N/A
Deadline for Receipt of Bids / Bid Due Date	2:00PM	October 1, 2021
Bid Evaluations Complete		October 5, 2021
Notice of Intent to Award		October 8, 2021
Contract Issued		October 20, 2021

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 Transportation & Public Facilities, 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.

**SEC. 1.17 CONTRACT PRICES AND TERMS**

The most current Company Jobber Price List as stated in the bid schedule must be included with your bid and will be firm costs throughout the term of this contract. The State of Alaska terms and conditions supersede any terms and conditions that are contrary to this Invitation to Bid.

## **SECTION 2. CONTRACT INFORMATION**

### **SEC. 2.01 CONTRACT TERM**

The length of the contract will be from the date of award, approximately October 20, 2021 through August 31, 2022 with the option to renew for 5 additional one year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state. The vendors awarded contracts as a result of this ITB will be required to provide the Procurement Officer an updated Company Jobber Price List prior to each renewal, and the percentage off the original bid will remain firm throughout the life of the contract.

### **SEC. 2.02 CONTRACT ADMINISTRATION**

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Transportation & Public Facilities, Division of Maintenance and Operations.

### **SEC. 2.03 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. 2.04 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. 2.05 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 2.06 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 2.07 RIGHT TO INSPECT PLACE OF BUSINESS**

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

**SEC. 2.08 F.O.B. POINT**

The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state.

The State reserves the right to select the Contract Destination Pricing Points (CDPP) when placing the order. The cost of shipping and delivery to the CDPP is to be included in the bid price. The cost of shipping and delivery for orders beyond a CDPP will be handled as follows:

The contractor will prepay the shipping and delivery charges to any destination named by the State in its order. The contractor will charge-back those actual shipping and delivery charges to the State as a separate item on the State's invoice. In all instances where additional shipping occurs, the State reserves the right to determine the method of shipment based on cost or need.

After contracts are awarded The State of Alaska will pay actuals for all shipping costs.

**SEC. 2.09 CONTRACT DESIGNATED PRICING POINTS**

- 1) The contract(s) resulting from this solicitation will provide pricing for items delivered to three destinations; Anchorage, AK, Fairbanks, AK, Juneau, Alaska and Dockside Seattle, WA. These areas are known as the Contract Designated Pricing Points (CDPP). CDPP's are further defined as:
  - a. the CDPP of Anchorage, Alaska is defined as prepared for further shipment and delivered at the DOT/PF facility, or the receiving yard of the State's specified carrier (water, surface or air carrier) in Anchorage, Alaska;
  - b. the CDPP of Fairbanks, Alaska is defined as prepared for further shipment and delivered at the Department of Transportation & Public Facilities Maintenance Station Yard at 2301 Peger Road, Fairbanks, Alaska, or the receiving yard of the State's specified carrier (water, surface or air carrier) in Fairbanks, Alaska;
  - c. the CDPP of Dockside, Seattle, Washington is defined as prepared for further shipment and delivered at the receiving yard of the State's specified water carrier in Seattle, Washington.
- 2) Some orders will require additional shipping by the Contractor from the CDPP's to other locations within the State of Alaska. In such cases, the Contractor must ship to the final destination and prepay any additional shipping from the designated CDPP. The Contractor shall invoice the additional shipping costs as a separate line item and provide the actual additional shipping receipts with the invoice. In all instances where additional shipping occurs, the State reserves the right to determine the method of shipment based on need. Following are examples of shipping and delivery to the final destination other than the CDPP's:
  - a. An order with a final destination of Palmer, Alaska will be ordered from the Contractor awarded the contract for that Lot and priced for the CDPP of Anchorage, Alaska. The Contractor will ship and deliver the items to the Palmer DOT/PF facility noted on the order. The State will be invoiced the price of the items listed for the CDPP of Anchorage, Alaska, plus the additional shipping from Anchorage to the Palmer DOT/PF facility as a separate line item on the invoice. The Contractor must provide with their invoice, the actual shipping receipt for delivery beyond the CDPP.
  - b. An order with a final destination of Tok, Alaska, will be ordered from the Contractor awarded the contract for that Lot and priced for the CDPP of Fairbanks, Alaska. The Contractor will ship and deliver

the items to the Tok DOT/PF facility noted on the order. The State will be invoiced the price of the items listed for the CDPP of Fairbanks, Alaska, plus the shipping from Fairbanks to the Tok DOT/PF facility as a separate line item on the invoice. The Contractor must provide with their invoice, the actual shipping receipts for delivery beyond the CDPP.

- c. An order with a final destination of Nome, Alaska will be ordered from the Contractor awarded the contract for that Lot and priced for the CDPP of Dockside Seattle Washington. The Contractor will ship and deliver the items to the Nome DOT/PF facility noted on the order. The State will be invoiced for the price of the items listed for the CDPP of Dockside Seattle, Washington, plus the shipping from Dockside Seattle to the Nome DOT/PF facility as a separate line item on the invoice. The Contractor must provide with their invoice, the actual shipping receipts for delivery beyond the CDPP.
- d. An order with a final destination of Kodiak, Alaska shall be ordered from the Contractor awarded the contract for that Lot and at the State's discretion, priced for the CDPP of Anchorage, Alaska OR from the CDPP Dockside Seattle, Washington. The Contractor will deliver the items to the final destination (Kodiak DOT/PF facility) noted on the order and invoice for the price of the items listed for the CDPP location selected by the State. The additional shipping costs from the designated CDPP to the final destination shall be invoiced as a separate line item on the invoice. The Contractor must provide with their invoice, the actual shipping receipts for delivery beyond the CDPP.

## **SEC. 2.10 NEW EQUIPMENT**

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

## **SEC. 2.11 ACCESSORIES**

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

## **SEC. 2.12 PARTS BOOKS AND MAINTENANCE MANUALS**

Parts books and maintenance manuals must be provided at the same time that the equipment is delivered. The cost of the parts books and maintenance manuals is to be included in the bid price of the equipment.

## **SEC. 2.13 REQUIRED MANUALS AND HARDWARE**

The items purchased are to be shipped complete with the instructions and hardware required for installation. An operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals is to be included in the bid price of the equipment.

## **SEC. 2.14 PACKAGING**

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

**SEC. 2.15 WARRANTY**

The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least five years. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the State. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the State's rights under this warranty clause will be considered null and void. The State is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

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

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

**SEC. 2.16 WORKMANSHIP & MATERIALS**

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The State will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense. All steel used to fill orders from the result of this ITB will be either domestic or European made. No exceptions.

**SEC. 2.17 BRAND SPECIFIC**

Certain items may be designated brand specific. When an item is so designated no substitutions for the brand and model specified will be allowed. In this ITB, ALL LOTS ARE BRAND SPECIFIC. The following are the acceptable/desired brands.

- Pewag
- Laclede
- Quality Chain

**SEC. 2.18 SHIPPING DAMAGE**

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

**SEC. 2.19 DELIVERY TIME**

The elapsed time between the time the state places an order and the time that order is actually shipped from the contractor's place of business must be entered in the space provided on the Bid Schedule. This processing time shall remain constant throughout the life of the contract(s).

**SEC. 2.20 DELIVERY**

Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver within forty-five

(45) calendar days after the receipt of an order. Bids that specify deliveries in excess of forty-five (45) calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected.

#### **SEC. 2.21     ADVANCED NOTICE OF DELIVERY**

The contractor must notify the freight company that delivers the order that the state facility receiving the order requires 24 hours advance notice of delivery.

#### **SEC. 2.22     ALTERATIONS**

The contractor must obtain the written approval from the procurement officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the procurement officer.

#### **SEC. 2.23     DISCONTINUED ITEMS**

In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the procurement officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

#### **SEC. 2.24     ITEM UPGRADE**

The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

#### **SEC. 2.25     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. 2.26     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. 2.27     ESTIMATED QUANTITIES**

The quantities referenced in this ITB are sample representative lots and are only for the purpose of evaluation. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

## SEC. 2.28 PRICE DECREASES

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

## SEC. 2.29 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. 2.30 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. 2.31 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.

## SEC. 2.32 ESTIMATED ANNUAL USEAGE

The Department of Transportation & Public Facilities estimates spending \$180,000.00 annually for various heavy equipment tire chain supplies and accessories during this contract.

## **SECTION 3. CONTRACT INVOICING AND PAYMENTS**

### **SEC. 3.01 BILLING INSTRUCTIONS**

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 PROMPT PAYMENT FOR STATE PURCHASES**

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### **SEC. 3.04 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 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

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

### SEC. 4.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all

members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### **Alaska Bidder Preference Certification Form**

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

### **SEC. 4.04 ALASKA VETERAN PREFERENCE**

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

#### **Alaska Veteran Preference Certification**

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

### **SEC. 4.05 USE OF LOCAL FOREST PRODUCTS**

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

### **SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE**

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

### **SEC. 4.07 EMPLOYMENT PROGRAM PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

#### SEC. 4.08 ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

#### SEC. 4.09 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

#### SEC. 4.10 METHOD OF AWARD

Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on the lowest total cost of sample orders including the percentage discount offered from the **Current Jobber Price List** for the delivery of the Brand Specific items to the locations in the lot. In order to be considered responsive for a lot, bidders must bid on all items within that lot.

#### SEC. 4.11 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 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. 5.06 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. 5.07 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. 5.08 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. 5.09 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. 5.10 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. 5.11 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. 5.12 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. 5.13 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. 5.14 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. 5.15 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. 5.16 CONTRACT CANCELLATION**

The state reserves the right to cancel the contract at its convenience upon 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. 5.17 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. 5.18 SOLICITATION ADVERTISING**

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

**SEC. 5.19 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. 5.20 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. 5.21 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) Bidders Information Form with Checklist – Attached below
- 2) Bid Schedule – Attached below
- 3) Alaska Bidders Preference Certification Form – Attached below

**BIDDER'S INFORMATION:**

---

Company Name

---

Contact

---

Mailing Address

---

Phone Number

---

City, State, Zip

---

Fax Number**BIDDERS RESPONSE CHECK LIST:**

- Complete and submit Page 1 of the ITB
- Complete and submit Bid Schedule (pages 28-34)
- Complete the Alaska Bidders Certification Form (if applicable pages 35-38)
- Copy of the current Jobber Price List for lot and brand bidding on.

**BID SCHEDULE**

Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on the lowest combined total cost of sample orders including the percentage discount offered from the **Current Jobber Price List** for the delivery of the Brand Specific items to the locations in the lot.

**After contracts are awarded The State of Alaska will pay actuals for all shipping costs.**

**\*Note\***

*Bidders do not need to bid on all lots, but In order to be responsive you must bid on all items in within each lot.*

Please complete a sample order with prices for items including the % percentage off the jobber price list for evaluation purposes.

**Please complete the sample orders below which will be used for evaluation purposes.**

**Lot #1 - A**

**Brand Specific – Pewag Heavy Equipment Tire Chain and Accessories**  
**Delivered to: State of Alaska DOT 6860 Glacier Hwy. Juneau, Alaska 99801**

**Sample Order for Evaluation of bids**

Quantity	Item Code	Description	Unit	Price including % off Jobber Price List
2	69150	Pewag UNE 26525-12mm, Universal "ED" Titan Grip Heavy Equipment Chains with wear bars	Pair	\$
2	69119	Pewag UNE 160024-10mm, Universal "ED" Titan Grip Heavy Equipment Chains, with wear bars	Pair	\$
2	USA 2627 S 10 mm	Pewag "all square" Titan Grip heavy equipment OTR, 10mm	Pair	\$
1		Shipping	Each	\$
<b>Total</b>				\$

**BID SCHEDULE****Lot #1 - B**

**Brand Specific – Pewag Heavy Equipment Tire Chain and Accessories**  
**Delivered to: State of Alaska DOT 5300 Tudor Road Anchorage, Alaska 99507**

**Sample Order for Evaluation of bids**

Quantity	Item Code	Description	Unit	Price including % off Jobber Price List
2	69150	Pewag UNE 26525-12mm, Universal “ED” Titan Grip Heavy Equipment Chains with wear bars	Pair	\$
2	69119	Pewag UNE 160024-10mm, Universal “ED” Titan Grip Heavy Equipment Chains, with wear bars	Pair	\$
2	USA 2627 S 10 mm	Pewag “all square” Titan Grip heavy equipment OTR, 10mm	Pair	\$
1		Shipping	Each	\$
<b>Total</b>				

**Lot #1 - C**

**Brand Specific – Pewag Heavy Equipment Tire Chain and Accessories**  
**Delivered to: State of Alaska DOT 2301 Peger Road Fairbanks, Alaska 99709**

**Sample Order for Evaluation of bids**

Quantity	Item Code	Description	Unit	Price including % off Jobber Price List
2	69150	Pewag UNE 26525-12mm, Universal “ED” Titan Grip Heavy Equipment Chains with wear bars	Pair	\$
2	69119	Pewag UNE 160024-10mm, Universal “ED” Titan Grip Heavy Equipment Chains, with wear bars	Pair	\$
2	USA 2627 S 10 mm	Pewag “all square” Titan Grip heavy equipment OTR, 10mm	Pair	\$
1		Shipping	Each	\$
<b>Total</b>				

Percentage offered off current Pewag Jobber Price List % \_\_\_\_\_

<b>Total Evaluated Price for Sample Orders Lots 1-A through 1-C</b>	<b>\$</b>
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**BID SCHEDULE**

Enter a percentage discount given from the current ***Jobber Price List for Pewag chain, supplies and accessories*** delivered to each sample location listed in the table for evaluation purposes.

GUARANTEED DELIVERY: \_\_\_\_\_/calendar days after receipt of order.

Bids that specify deliveries in excess of forty-five (45) days after the receipt of an order may be considered non-responsive and the bids may be rejected.

*End of Lot 1.*

**Lot #2 - A**

**Brand Specific – Laclede Heavy Equipment Tire Chain and Accessories**  
**Delivered to: State of Alaska DOT 6860 Glacier Hwy. Juneau, Alaska 99801**

**Sample Order for Evaluation of bids**

Quantity	Item Code	Description	Unit	Price including % off Jobber Price List
2	2900-00910	Laclede - 2915- Grader/Loader V-Bar Chains	Pair	\$
2	2900-00380	2845 *CAM* V Bar Truck Chains 11R – 22.5	Pair	\$
2	2900-00598	Laclede – 3871 Wide Base V- Bar Tire Chains fits 445/65 – 19.5	Pair	\$
1		Shipping	Each	\$
<b>Total</b>				

**BID SCHEDULE****Lot #2 - B**

**Brand Specific – Laclede Heavy Equipment Tire Chain and Accessories**  
**Delivered to: State of Alaska DOT 5300 Tudor Road Anchorage, Alaska 99507**

**Sample Order for Evaluation of bids**

Quantity	Item Code	Description	Unit	Price including % off Jobber Price List
2	2900-00910	Laclede - 2915- Grader/Loader V-Bar Chains	Pair	\$
2	2900-00380	2845 *CAM* V Bar Truck Chains 11R – 22.5	Pair	\$
2	2900-00598	Laclede – 3871 Wide Base V- Bar Tire Chains fits 445/65 – 19.5	Pair	\$
1		Shipping	Each	\$
<b>Total</b>				

**Lot #2 - C**

**Brand Specific – Laclede Heavy Equipment Tire Chain and Accessories**  
**Delivered to: State of Alaska DOT 2301 Peger Road Fairbanks, Alaska 99709**

**Sample Order for Evaluation of bids**

Quantity	Item Code	Description	Unit	Price including % off Jobber Price List
2	2900-00910	Laclede - 2915- Grader/Loader V-Bar Chains	Pair	\$
2	2900-00380	2845 *CAM* V Bar Truck Chains 11R – 22.5	Pair	\$
2	2900-00598	Laclede – 3871 Wide Base V- Bar Tire Chains fits 445/65 – 19.5	Pair	\$
1		Shipping	Each	\$
<b>Total</b>				

Percentage offered off current Laclede Jobber Price List % \_\_\_\_\_

<b>Total Evaluated Price for Sample Orders Lots 2-A through 2-C</b>	<b>\$</b>
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**BID SCHEDULE**

Enter a percentage discount given from the current ***Jobber Price List for Laclede chain, supplies and accessories*** delivered to each sample location listed in the table for evaluation purposes.

GUARANTEED DELIVERY: \_\_\_\_\_/calendar days after receipt of order.

Bids that specify deliveries in excess of forty-five (45) days after the receipt of an order may be considered non-responsive and the bids may be rejected.

*End of Lot 2.*

**Lot #3 - A**

**Brand Specific – Quality Chain Heavy Equipment Tire Chain and Accessories**  
**Delivered to: State of Alaska DOT 6860 Glacier Hwy. Juneau, Alaska 99801**

**Sample Order for Evaluation of bids**

Quantity	Item Code	Description	Unit	Price including % off Jobber Price List
2	2845QC	Semi-truck chains for 11.22.5	Pair	\$
2	2957SHP-13	Loader/Grader Studded H-Pattern/26.5R25	Pair	\$
2	2945SHP-13	Loader/Grader Studded H-Pattern/23.5R25	Pair	\$
1		Shipping	Each	\$
<b>Total</b>				

**BID SCHEDULE****Lot #3 - B**

**Brand Specific – Quality Chain Heavy Equipment Tire Chain and Accessories**  
**Delivered to: State of Alaska DOT 5300 Tudor Road Anchorage, Alaska 99507**

**Sample Order for Evaluation of bids**

Quantity	Item Code	Description	Unit	Price including % off Jobber Price List
2	2845QC	Semi-truck chains for 11.22.5	Pair	\$
2	2957SHP-13	Loader/Grader Studded H-Pattern/26.5R25	Pair	\$
2	2945SHP-13	Loader/Grader Studded H-Pattern/23.5R25	Pair	\$
1		Shipping	Each	\$
<b>Total</b>				

**Lot #3 - C**

**Brand Specific – Quality Chain Heavy Equipment Tire Chain and Accessories**  
**Delivered to: State of Alaska DOT 5300 Tudor Road Anchorage, Alaska 99507**

**Sample Order for Evaluation of bids**

Quantity	Item Code	Description	Unit	Price including % off Jobber Price List
2	2845QC	Semi-truck chains for 11.22.5	Pair	\$
2	2957SHP-13	Loader/Grader Studded H-Pattern/26.5R25	Pair	\$
2	2945SHP-13	Loader/Grader Studded H-Pattern/23.5R25	Pair	\$
1		Shipping	Each	\$
<b>Total</b>				

Percentage offered off current Quality Chain Jobber Price List % \_\_\_\_\_

<b>Total Evaluated Price for Sample Orders Lots 3-A through 3-C</b>	<b>\$</b>
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<b>BID SCHEDULE</b>
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Enter a percentage discount given from the current ***Jobber Price List for Quality Chain, supplies and accessories*** delivered to each sample location listed in the table for evaluation purposes.

GUARANTEED DELIVERY: \_\_\_\_\_/calendar days after receipt of order.

Bids that specify deliveries in excess of forty-five (45) days after the receipt of an order may be considered non-responsive and the bids may be rejected.

*End of Lot 3*

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## ALASKA BIDDER PREFERENCE CERTIFICATION

### AS 36.30.321(A) / AS 36.30.990(2)

**BUSINESS NAME:** CLICK OR TAP HERE TO ENTER TEXT.

<b>Alaska Bidder Preference:</b> Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Veteran Preference:</b> Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
<div style="display: flex; justify-content: space-between;"> <span><b>1.</b></span> <span><b>2.</b></span> <span><b>3.</b></span> <span><b>4.</b></span> <span><b>5.</b></span> <span><b>6.</b></span> </div>	

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

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

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

#### Alaska Bidder Preference Questions:

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

**A. Place of Business**

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

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

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

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

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

- 2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

☐ YES ☐ NO

- 3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

☐ YES ☐ NO

- 4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

☐ YES ☐ NO

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

A. **Incorporated or qualified to do business under the laws of the state?**

☐ YES ☐ NO

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

B. **A sole proprietorship AND the proprietor is a resident of the state?**

☐ YES ☐ NO

C. **A limited liability company organized under AS 10.50 AND all members are residents of the state?**

☐ YES ☐ NO

Please identify each member by name: [Click or tap here to enter text.](#)

D. **A partnership under former AS 32.05, AS 32.06, or AS 32.11 AND all partners are residents of the state?**

☐ YES ☐ NO

Please identify each partner by name: [Click or tap here to enter text.](#)

**Alaska Veteran Preference Questions:**

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

A. **A sole proprietorship owned by an Alaska veteran?**

☐ YES ☐ NO

B. **A partnership under AS 32.06 or AS 32.11 AND a majority of the partners are Alaska veterans?**

☐ YES ☐ NO

C. **A limited liability company organized under AS 10.50 AND a majority of the members are Alaska veterans?**

☐ YES ☐ NO

D. **A corporation that is wholly owned by individuals, AND a majority of the individuals are Alaska veterans?**

☐ YES ☐ NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

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

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ **YES**      ☐ **NO**

**SIGNATURE**

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

Printed Name

Title

Date

Signature