

# STATE OF ALASKA

## INVITATION TO BID (ITB)



### AS-NEEDED ICY CAPE REMOTE CAMP SUPPORT SERVICES AND TRAIL MAINTENANCE

2022 1000 5023

DECEMBER 16, 2021

**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 federal and state government;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal and state 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.

NAME <a href="#">David. N Baker</a>	_____	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [ ] YES [ ] NO
	COMPANY SUBMITTING BID	
Phone: (907) 269-0998 TDD: (907) 269-8411	_____	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES [ ] NO
	AUTHORIZED SIGNATURE	
	_____	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	PRINTED NAME	
Email: <a href="mailto:david.baker@alaska.gov">david.baker@alaska.gov</a>	_____	_____
	DATE	TELEPHONE NUMBER
_____	_____	_____
ALASKA BUSINESS LICENSE NUMBER	FEDERAL TAX ID NUMBER	E-MAIL ADDRESS

## TABLE OF CONTENTS

<b>SECTION 1. INTRODUCTION &amp; INSTRUCTIONS.....</b>	<b>4</b>
SEC. 1.01 PURPOSE OF THE ITB .....	4
SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS .....	4
SEC. 1.03 PRIOR EXPERIENCE .....	4
SEC. 1.04 INVITATION TO BID (ITB) REVIEW .....	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS .....	4
SEC. 1.06 SUBMITTING BIDS .....	4
SEC. 1.07 BID FORMS .....	5
SEC. 1.08 PRICES.....	6
SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY .....	6
SEC. 1.10 AMENDMENTS TO BIDS.....	6
SEC. 1.11 AMENDMENTS TO THE ITB.....	6
SEC. 1.12 ITB SCHEDULE .....	6
SEC. 1.13 ALTERNATE BIDS.....	7
SEC. 1.14 SUPPORTING INFORMATION .....	7
SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER.....	7
<b>SECTION 2. CONTRACT INFORMATION .....</b>	<b>8</b>
SEC. 2.01 CONTRACT TERM.....	8
SEC. 2.02 CONTRACT ADMINISTRATION .....	8
SEC. 2.03 CONTRACT FUNDING .....	8
SEC. 2.04 CONTRACT EXTENSION.....	8
SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS .....	8
SEC. 2.06 SUBCONTRACTORS.....	8
SEC. 2.07 CONTRACT PERFORMANCE LOCATION.....	8
SEC. 2.08 RIGHT TO INSPECT PLACE OF BUSINESS.....	9
SEC. 2.09 SCOPE OF WORK AND SPECIFICATIONS .....	9
SEC. 2.10 F.O.B. POINT .....	12
SEC. 2.11 SHIPPING DAMAGE .....	12
SEC. 2.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	12
SEC. 2.13 CONTINUING OBLIGATION OF CONTRACTOR.....	13
SEC. 2.14 ESTIMATED QUANTITIES.....	13
SEC. 2.15 INDEMNIFICATION .....	13
SEC. 2.16 INSURANCE .....	13
<b>SECTION 3. CONTRACT INVOICING AND PAYMENTS .....</b>	<b>15</b>
SEC. 3.01 BILLING INSTRUCTIONS .....	15
SEC. 3.02 PAYMENT FOR STATE PURCHASES .....	15
SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED.....	15
<b>SECTION 4. EVALUATION AND CONTRACTOR SELECTION.....</b>	<b>16</b>
SEC. 4.01 EVALUATION OF BIDS .....	16
SEC. 4.02 APPLICATION OF PREFERENCES.....	16
SEC. 4.03 ALASKA BIDDER PREFERENCE.....	16
SEC. 4.04 ALASKA VETERAN PREFERENCE .....	17
SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE .....	17
SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE.....	18
SEC. 4.07 PREFERENCE QUALIFICATION LETTER .....	18

SEC. 4.08	EXTENSION OF PRICES.....	18
SEC. 4.09	METHOD OF AWARD .....	18
SEC. 4.10	CONTRACTOR SELECTION PROCESS.....	18
SEC. 4.11	NOTICE OF INTENT TO AWARD.....	18
<b>SECTION 5.</b>	<b>GENERAL PROCESS AND LEGAL INFORMATION .....</b>	<b>19</b>
SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES .....	19
SEC. 5.02	AUTHORITY .....	19
SEC. 5.03	COMPLIANCE .....	19
SEC. 5.04	SUITABLE MATERIALS, ETC. ....	20
SEC. 5.05	SPECIFICATIONS .....	20
SEC. 5.06	CONTRACTOR SITE INSPECTION.....	20
SEC. 5.07	ORDER DOCUMENTS .....	20
SEC. 5.08	HUMAN TRAFFICKING .....	20
SEC. 5.09	RIGHT OF REJECTION .....	20
SEC. 5.10	STATE NOT RESPONSIBLE FOR PREPARATION COSTS .....	21
SEC. 5.11	DISCLOSURE OF BID CONTENTS.....	21
SEC. 5.12	ASSIGNMENTS .....	22
SEC. 5.13	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM) .....	22
SEC. 5.14	DEFAULT.....	22
SEC. 5.15	DISPUTES .....	22
SEC. 5.16	SEVERABILITY .....	22
SEC. 5.17	CONTRACT CANCELLATION .....	22
SEC. 5.18	GOVERNING LAW; FORUM SELECTION .....	22
SEC. 5.19	SOLICITATION ADVERTISING .....	23
SEC. 5.20	QUALIFIED BIDDERS.....	23
SEC. 5.21	FEDERALLY IMPOSED TARIFFS .....	23
SEC. 5.22	PROTEST .....	24
<b>SECTION 6.</b>	<b>ATTACHMENTS .....</b>	<b>25</b>
SEC. 6.01	ATTACHMENTS .....	25

## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Natural Resources, Trust Land Office, is soliciting bids for as needed trail clearing, annual facility maintenance and mobilization/demobilization of a seasonal explorational camp at Icy Bay, Alaska.

### SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **December 23, 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 PRIOR EXPERIENCE

In order for a bid to be considered responsive the bidder must meet these minimum prior experience requirements:

- Offerors must have a minimum of three years' experience providing similar remote camp mobilization and demobilization, support and trail maintenance services.

A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

### SEC. 1.04 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. 1.05 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.

### SEC. 1.06 SUBMITTING BIDS

If submitting a bid via email, the bid may be emailed to [david.baker@alaska.gov](mailto:david.baker@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.

If submitting bids using U.S. mail, or delivery service, 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:

Department of Natural Resources  
Procurement Section  
Attention: David N. Baker  
Invitation to Bid (ITB) Number: 2022 1000 5023  
ITB Title: As-Needed Icy Cape Remote Camp Support Services and Trail Maintenance  
550 West 7<sup>th</sup> Avenue, Suite 1330  
Anchorage, Alaska 99501

It is the bidder's responsibility to contact the issuing agency at **(907) 269-0998** to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

## **SEC. 1.07 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. 1.08 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. 1.09 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 10 days prior to the deadline for receipt of bids.

### SEC. 1.10 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. 1.11 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. 1.12 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		December 16, 2021
Deadline for Receipt of Questions	2:00 PM	December 21, 2021
Deadline for Receipt of Bids / Bid Due Date	<b>2:00 PM</b>	<b>December 23, 2021</b>
<b>ANTICIPATED</b> Bid Evaluations Complete		Week of December 20, 2021
<b>ANTICIPATED</b> Notice of Intent to Award		Week of December 20, 2021
<b>ANTICIPATED</b> Contract Issued		<b>Week of December 27, 2021</b>

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 Natural Resources, 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. 1.13 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. 1.14 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. 1.15 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**

The length of the contract will be from the date of award, approximately January 1, 2022, for three years firm as needed.

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

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Natural Resources, Division of Support Services.

### **SEC. 2.03 CONTRACT FUNDING**

The Department of Natural Resources, Alaska Mental Health Trust Land Office, estimates a budget of \$205,000.00 for these services for the first year. Bids received totaling more than \$205,000.00 for the first year will be deemed nonresponsive and rejected. The total not to exceed for the life of the contract term is \$500,000.00. The Contractor shall comply with all federal, state, and/or local wage requirements applicable to providing remote camp services. The State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this ITB.

Payment for the contract is subject to funds already appropriated and identified.

### **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 will not be allowed.

### **SEC. 2.07 CONTRACT PERFORMANCE LOCATION**

The location(s) the work is to be performed, managed, and completed will be at the remote camp located at Icy Cape, Alaska.



The state **WILL NOT** provide workspace for the Contractor. The Contractor must provide its own workspace.

The Contractor should include in their bid price: transportation for all tools and equipment, lodging, and per diem costs sufficient to pay for one annual roundtrip to Yakutat, Alaska. The State will arrange for travel from Yakutat to Icy Cape via charter flight.

By signature on their bid, the bidder certifies that all services provided under this contract by the Contractor 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. 2.08 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. 2.09 SCOPE OF WORK AND SPECIFICATIONS**

The Contractor shall provide as needed:

### **1. Annual set-up and take down of seasonal exploration camp at Icy Cape (as needed)**

Duties and responsibilities include but are not limited to:

#### **Approximately Annual Dates: April 1 – April 30, Icy Cape Camp Mobilization**

- Move tent platforms (10x12 and 20x12) from old camp site to new site and put in designated place
- On-site camp units need to be set-up prior to arrival of first barge
- Build ramp at the LTF for barge unloading (3 barge trips)
- Transportation of barge items to camp
- Set-up new kitchen and dining hall with connector unit (delivered around April 15)
- Build walkway between kitchen and camp unit
- Connect camp and kitchen units to sewer and power
- Insulate sewer pipes
- Set pre-assembled roof on kitchen/dining units

- Install roof extensions on camp units
- Set-up Weatherport tents and hook up to power/water supply
- Finalize camp set-up by April 30 annually, or as negotiated with the TLO Project Manager

**Approximate Annual Dates: September 15 – September 30, Icy Cape Camp Demobilization:**

- Take down Weatherport tents (fabric)
- Winterize camp (drain water lines, put anti-freeze in traps etc.)
- Finalize camp take-down by September 30 annually, or as negotiated with the TLO Project Manager

**Approximate Annual Timeline**

- Begin of work April 1 annually, or as negotiated with the TLO Project Manager
- End of work September 30 annually, or as negotiated with the TLO Project Manager

**Requirements**

- Contractor to provide all tools and equipment necessary to complete the work, including but not limited to: forklift, front end loader, excavator, tractors, low-boy trailer, dollies etc.
- Contractor responsible for arrangement of equipment to project site
- Onsite Fuel will be provided by TLO
- Contractor required to bring in own camp for the duration of the exploration camp set-up period including meals for their crew.

## **2. Daily Remote Camp Facilities Maintenance and Support**

### **Overview**

The Contractor shall provide daily routine maintenance and support of an exploration camp and sample processing facilities at Icy Cape, 75 miles northwest of Yakutat. Project operations are scheduled to begin approximately May 15, annually.

The approximate annual duration of services from May 14, through the end of the workday on August 31, seasonally; an estimated total of 110 days. Based on the needs of the TLO, this period may be extended on a daily basis through September 31, at the discretion of the TLO. If extended, cost will be paid at the unit cost per day accepted in the successful bid.

The Contractor shall provide daily routine maintenance and repairs of camp systems, vehicles, and equipment. This includes not only the camp, kitchen units and tent sleeping units, but also the sample processing facilities, a 5,000 gallon diesel fuel tank; a 1500 gallon gasoline fuel tank; approximately 20 fuel tanks for tent heaters; approximately 20 Toyo stove tent heaters; four x 1,500 gallon water tanks; a 4,000 gallon water tank, a water purification system; water pumps; three x 35KW diesel generators; several small generators; three each 2016 Honda Rancher ATVs; six each Ford pick-up trucks; two Unimogs (MB4094), Harlo 8500 forklift a 10,000 gallon septic tank; an incinerator; two washing machines; two dryers; and an on-demand water heater.

The work shall be performed independently within established policies and procedures under the general direction of the TLO Project Manager.

The Contractor shall bring their own equipment and tools. The TLO will not be responsible for any loss or damage of tools or equipment. Materials needed for maintenance of the Icy Cape camp will be provided by the TLO.

**Duties and responsibilities include but are not limited to:**

- Maintain and repair camp and sample processing facility systems including electrical supply, water supply and disposal, solid waste disposal, water treatment and other camp/sample processing facilities and equipment;
- Check fuel tanks on a daily basis and transfer fuel as necessary;
- Collect and burn trash on an as-needed basis;
- Check and fill water tanks at camp and at sample processing facility to ensure facilities have enough water to operate;
- Check and service generators at camp and sample processing facility;
- Conduct and maintain inventory and order non-edible supplies with agreement from TLO Project Manager;
- Prepare weekly reports for the TLO Project Manager on all goods received and issues as well as weekly fuel, inventory supplies;
- Make list of items needed to complete tasks identified under this ITB and order them upon approval by the TLO Project Manager. The Contractor will provide TLO copies of receipts for approved material purchases for reimbursement. Contractor will be reimbursed for receipts after TLO Project Manager review/approval.
- Ensure that the working environment is of a satisfactory and hygienic standard;
- Ensure a safe and healthy work environment;
- Communicate with on and off-site management team;
- Resolve mechanical problems professionally;
- Service vehicles;
- Respond to client and staff inquiries and requests;
- Conduct themselves in a professional manner at all times;
- Perform other duties as assigned by the TLO Project Manager such as assisting with core retrieval from the field.

Some of the work may require welding, the use of a small backhoe for trenching, a small front-end loader and the use of a forklift. The Contractor must bring in their own equipment. Fuel will be provided by TLO.

**3. Drill access trail maintenance****Annual Duties and responsibilities include but are not limited to:**

- Maintain drill access trails;
- Ensure drillers have safe access to drill sites;
- Ensure drill sites are safe and ground conditions stable for drill rig to operate;
- Haul drill core from drill site to sample processing facility as needed to ensure steady supply of core to sample processing facility;
- Build trail from sample processing facility to camp (200 yards);
- Excavate small pit for temporary storage of sample rejects near Sample Processing Facility and clean out when full;
- Back-hoe, dozer, front-end loader, auxiliary truck, off-road fork-lift;
- Contractor responsible for arrangement of transportation of equipment to project site;
- Fuel will be provided by TLO.

**Approximate Timeline:**

- Begin of work approximately June 1, or as negotiated with the TLO Project Manager
- End of work approximately July 31, or as negotiated with the TLO Project Manager

**SEC. 2.10 F.O.B. POINT**

The F.O.B. point for this ITB will be Yakutat and/or Ketchikan. The Contractor will be required to prepare all tools, equipment and required items for shipping to the ultimate destination specified in the State's order. The Contractor will be required to make arrangements and pay for freight delivery of any required tools and equipment to the ultimate destination from either Ketchikan or Seward, Alaska.

**SEC. 2.11 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. 2.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The Contractor is responsible for providing 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. 2.13 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. 2.14 ESTIMATED QUANTITIES**

The estimated annual number of days referenced in this ITB are only the anticipated number of days and may vary. The State does not guarantee any minimum or maximum number of days during the contract period. Remote camp maintenance, mobilization, demobilization, and trail maintenance will be needed during the same approximate period the following years.

### **SEC. 2.15 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. 2.16 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**

All invoices produced by the Contractor must contain the following information at a minimum:

- Contract number and title;
- Identification of the billing period;
- An itemized listing of deliverables and charges for the invoiced period;
- Total amount billed;
- Date invoice was submitted for payment;
- Entity name, contact information, and Alaska vendor number.

Invoices must be billed to the ordering agency's address shown on the individual Contract Award. 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 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:

<https://www.commerce.alaska.gov/web/portals/4/pub/APP/00ApplicationOfPreferences2017.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 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. 4.06 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. 4.07 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. 4.08 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. 4.09 METHOD OF AWARD**

Award will be made the lowest responsive and responsible bidder.

**SEC. 4.10 CONTRACTOR SELECTION PROCESS**

Once the contracts are established this selection process will be used. When the State needs security services the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the State will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For instance, if a there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

**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 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 federal, state, and local 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be Confidential Business Information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its bid as CBI, the offeror must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

**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 procure the goods or services from another source and hold the Contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

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

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

## 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 10 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 10 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) Attachment 1 – Standard Contract Form, Goods and Non-Professional Services
- 2) Attachment 2 – Certification of Entitlement to the Alaska Bidder Preference
- 3) Attachment 3 – Bid Schedule Form

# ATTACHMENT 1

## STANDARD CONTRACT FORM

### Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices.

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code Internal Use Only	4. Agency Appropriation Code Internal Use Only
5. Vendor Number	6. IRIS Document ID #	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of		Division	Hereafter the State, and
9. Contractor		Hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10.</p> <p><b>ARTICLE 1. Appendices</b></p> <p>Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Contract</b></p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the Contractor.</p> <p><b>ARTICLE 3. Period of Performance</b></p> <p>The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the Contractor shall refer to the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		13. CONTRACTING AGENCY	
Name of Firm		Department/Division	
Signature of Authorized Representative		Signature of Procurement Officer	
Typed or Printed Name of Authorized Representative		Typed or Printed Name of Procurement Officer	
Date		Date	

**NOTICE: This contract has no effect until signed by the contracting agency.**

## **APPENDIX A**

### **GENERAL CONDITIONS**

#### **1. Inspections and Reports**

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the Contractor's facilities and activities under this contract. The Contractor shall make progress and other reports in the manner and at the times the department reasonable requires.

#### **2. Suitable Materials, Etc.**

Unless otherwise specified, all materials, supplies, or equipment offered by the Contractor shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

#### **3. 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.

#### **4. Default**

In case of default by the Contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the Contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

#### **5. No Assignment or Delegation**

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

#### **6. No Additional Work or Material**

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

#### **7. Independent Contractor**

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

#### **8. Payment of Taxes**

As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

## **9. Compliance**

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits, and bonds.

## **10. Conflicting Provisions**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

## **11. Officials Not to Benefit**

Contractor must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

## **12. Contract Prices**

Contract prices 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 for services must be 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.

## **13. Contract Funding**

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

## **14. Force Majeure**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, 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 Agreement, 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.

**15. Contract Extension**

Unless otherwise provided, the State and the Contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation.

**16. Severability**

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**17. Continuing Obligation of Contractor**

Notwithstanding the expiration date of this contract, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**18. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## ATTACHMENT 2

### CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the bidder or a duly authorized agent of the bidder, and I certify that the bidder is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the bidder and which could affect the award of the Invitation to Bid to the bidder's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

- 1) As of the deadline for receipt of the bids, the bidder possesses a valid Alaska business license in any one of the following forms:
  - a 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 notarized affidavit that the bidder has applied and paid for the Alaska business license.
- 2) In addition to holding a current Alaska business license prior to the deadline for receipt of bids, the bidder:
  - (a) is submitting a bid for goods or services under the name appearing on the bidder's current Alaska business license;
  - (b) 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;
  - (c) 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*
  - (d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

---

Signature of Bidder or Bidder's Authorized Agent

---

Date

---

Printed Name

## ATTACHMENT 3

### BID SCHEDULE

Bidders are to submit their bid using this Bid Schedule. Bid prices are to remain firm for the duration of the contract and are to include all costs associated with providing required services, to include but not limited to freight, transportation, supplies, equipment, labor, overhead, and profit. The offeror's daily rate for year one on this form is the cost that will be used for evaluation and award purposes for this ITB. The offeror's rate for year one, year two, and year three shall remain firm throughout the life of the contract.

As stated in this ITB, the number of days of services are as needed. The State will only pay for actual number of days of services provided. The number of days of services needed may vary based upon the actual needs of the State. The State does not guarantee a minimum or maximum number of days of services under any contract resulting from this ITB.

#### 1. COSTS OFFERED:

Item	Description	Daily Rate
1.	<b>Annual set-up and take down of seasonal exploration camp at Icy Cape (as needed)</b> All duties and responsibilities described under section 2.09 Scope of Work, to include all associated costs including labor and equipment freight	Year One \$ _____  Year Two \$ _____  Year Three \$ _____
2.	<b>Daily Remote Camp Facilities Maintenance and Support (as needed)</b> All duties and responsibilities described under section 2.09 Scope of Work, to include all associated costs including labor and equipment freight	Year One \$ _____  Year Two \$ _____  Year Three \$ _____
3.	<b>Drill access trail maintenance (as needed)</b> All duties and responsibilities described under section 2.09 Scope of Work, to include all associated costs including labor and equipment freight	Year One \$ _____  Year Two \$ _____  Year Three \$ _____

4.	Company Name:
5.	Authorized Representative's Printed Name:
6.	Authorized Representative's Signature:
7.	Date Bid Schedule Signed:

**2. PREFERENCE CERTIFICATION:**

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or "inked" out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		