STATE OF ALASKA
INVITATION TO BID (ITB)

TITLE: RUNWAY POTASSIUM ACETATE

ITB #2522H071

DATE ITB ISSUED: MARCH 10, 2022

This Invitation to Bid (ITB) is intended to result in a multi-year mandatory use contract for the both a firm quantity purchase, and as-needed delivery of potassium acetate to various locations within Alaska for the Department of Transportation & Public Facilities.

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.

Chris Hunt
Procurement Officer

Phone: (907) 465-8448
TDD: (907) 465-3124
Email: chris.hunt@alaska.gov

1) _____ COMPANY SUBMITTING BID

2) _____ AUTHORIZED SIGNATURE

3) _____ PRINTED NAME

4) _____ DATE

5) _____ TELEPHONE NUMBER

6) _____ ALASKA BUSINESS LICENSE NUMBER (Is name on license the same as Item 1?)

7) _____ FEDERAL TAX ID NUMBER

8) _____ E-MAIL ADDRESS

This procurement is being processed and administered under the DOT&PF delegation of procurement authority in accordance with AS 36.30.270 and COB #03-006.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

This Invitation to Bid (ITB) is intended to result in a one year mandatory use contract for the both a firm quantity purchase, and as-needed delivery of potassium acetate to various locations within Alaska for the Department of Transportation & Public Facilities.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS & BID OPENING

Bids must be received no later than 2:00 PM Alaska Time on April 1, 2022, 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

No specific minimums have been set for this ITB.

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 submitted 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.

PROCUREMENT OFFICER:	Chris Hunt	PHONE:	907-465-8448
EMAIL:	chris.hunt@alaska.gov	FAX:	907-465-3124

SEC. 1.06 SUBMITTING BIDS

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:

Emailed, Faxed or oral bids **will not be accepted**.

The sealed bids package(s) must be addressed and mailed as follows:

Department of Transportation & Public Facilities
Statewide Contracting and Procurement
Attention: Chris Hunt
Invitation to Bid (ITB) Number: 2522H071
ITB Title: Runway Potassium Acetate

PO Box 112500
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

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

Department of Transportation & Public Facilities
Attention: Chris Hunt
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

An offeror's failure to submit its bid prior to the deadline will cause the bid to be disqualified. Late bids or amendments will not be opened or accepted for evaluation.

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

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, ITB page 1. 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 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. 1.09 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. 1.10 PRE-BID CONFERENCE

A pre-proposal conference will be held at 2:00 pm, Alaska Time, on March 16, 2022 in the Administrative Services conference room on the 3rd floor of the 3 & ½ mile DOT& PF building located at 3132 Channel Drive in Juneau, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.
Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. Participants may dial into the meeting using the following number:

call in phone number: +1 907-202-7104,,173488150#

Phone Conference ID: 173 488 150#

SEC. 1.11 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. 1.12 COMPLIANCE WITH ADA

By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

SEC. 1.13 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. 1.14 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. 1.15 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		March 10, 2022
Pre-Bid Conference	2:00 PM Alaska Time	March 16 2022
Deadline for Receipt of Bids / Bid Opening	2:00 PM Alaska Time	April 1, 2022
Bid Evaluations Complete		April 11, 2022
Notice of Intent to Award		April 11, 2022
Contract Issued		April 22, 2022

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 (DOT&PF), 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. 1.16 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. 1.17 ANNOTATED LITERATURE

Bidders must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.18 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. 1.19 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 PERIOD

The length of the contract will be from the date of award, approximately April 22, 2022 through June 30, 2023, this contract contains no renewal options.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer of record within the Department of Transportation & Public Facilities, Statewide Contracting & Procurement.

SEC. 2.03 CONTRACT FUNDING

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

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.

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

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

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

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed is the contractor's place of business.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

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. 2.10 SPECIFICATIONS

POTASSIUM ACETATE:

Potassium Acetate offered must meet all requirements of the Federal Aviation Administration (FAA) Advisory Circular 150/5200-30D (or most recent version).

EXCERPT FROM FAA AC 150/5200-30D, Chapter 4.6 Approved Chemicals:

4.6.1 ***Airside Chemicals.***

The FAA either establishes approval specifications or, upon acceptance, references the specifications of professional associations, such as SAE Aerospace Material Specifications (AMS), and the U.S. military (MIL-SPEC). The approved airside chemicals for runway and taxiway applications are fluid and solid products meeting a generic SAE or MIL specification. ***These specifications require vendors to provide airport operators with a lab certification stating the chemical conformed to the applicable specification and a material safety data sheet (MSDS) for handling the product.*** With the increased accountability placed on airport operators to manage deicing/anti-icing chemical runoff, they should request vendors to provide certain environmental data. These data consist of information on pollutants the Environmental Protection Agency and the State Department of Natural Resources request of the airport operators in their discharge reporting requirements. Typically, the information includes percent product biodegradability, biochemical oxygen demand (BOD5), chemical oxygen demand (COD), pH, presence of toxic or hazardous components, if any, and remaining inert elements after application. MSDSs provide measures on how to secure large product

spills and a 24-hour toll-free emergency phone number. While these fluid and solid specifications cover technical requirements for deicing/anti-icing products, they do not address the compatibility issue of combining products during operations. Airport operators, therefore, should query manufacturers about the safe and proper use of concurrently applying multiple deicers/anti-icers. The FAA-approved airside chemical specifications, which may be restricted by state or local environmental regulations, are as follows:

4.6.1.1 Fluid Deicer/Anti-icers.

The approved specification is the latest edition of SAE AMS 1435*, Fluid, Generic Deicing/Anti-icing, Runways and Taxiways.* Approved products include glycol-based fluids, potassium acetate base, and potassium formate-based fluids. The SAE specification is available for purchase at http://www.sae.org. Application rates for a specific product are based on manufacturer recommendations. In terms of material cost-savings, less product is used by anti-icing operations than by deicing operations.

CONTAINERS: Potassium Acetate shall be delivered in either bulk container trucks approximately 4,000–5,000 gallons or in totes approximately 200-300 gallons. The State will only order full containers. The minimum as-needed order for each destination in Lot 2 is noted on the Bid Schedule.

SEC. 2.11 EVIDENCE OF COMPLIANCE

Bidders must submit written confirmation with their bid that the product offered meets the specifications set forth in this ITB. Bidders must submit the following with their bid:

1. Safety Data Sheets (SDS);
2. Certified independent laboratory test results from the manufacturer's initial preproduction test for the offered chemical. Test results must demonstrate clear indication that the offered chemical conforms to each specification set forth in this ITB; and
3. The most recent certified independent laboratory periodic test results. Test results must demonstrate clear indication that the offered chemical conforms to each specification set forth in this ITB

The State reserves the right to verify and approve evidence of compliance.

The bidder's failure to submit the above evidence with their bid may cause the State to determine the bid non-responsive and reject the bid.

Throughout the contract term, the Contractor must submit proof of certified lab results for any lot of product within thirty (30) days of the State's written request.

SEC. 2.12 SAMPLING AND TESTING

The State may require sampling and testing throughout the contract period. Testing will be conducted at the State's laboratories using appropriate test methods according to the ITB's "Specifications" to determine if the product offered meets all requirements The contractor will be allowed to observe the tests if requested in writing. If testing is performed at an independent lab, the contractor may be notified to redirect the sample to a laboratory as determined by the State. The State shall provide 48-hour advance notice to the contractor of the name, location and contact information of the independent lab performing the tests. If the product fails to meet the ITB specifications, the contractor will assume all financial responsibility of the test and the State will, at its option, reject the delivery [See PRODUCT REJECTION].

SEC. 2.13 PRODUCT REJECTION

Any product may be rejected if it fails to conform to the specifications. This includes the material, the packaging and the delivery requirements. If the product fails to meet specifications, the State will at its option cancel the contract or allow the contractor to replace the defective product. In no instance will the State pay any cost associated with the remedy for the defective product. The return shipment of refused product will be at the Contractor's expense at no additional cost to the State. At its option, the State may consider a cost adjustment from the contractor in lieu of replacement product. The cost reduction shall be based on the State's assessment of damages as a result from either sampling and testing or the condition of the shipment upon delivery.

SEC. 2.14 F.O.B. POINT

The F.O.B. points are various locations within the State of Alaska as specified on the "Bid Schedule". Specific address, contact name and phone number for each DOT/PF Maintenance Station are identified by Region and attached. The contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the State's order. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the State. **The cost of all shipping and delivery must be included in the bid price**.

SEC. 2.15 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 and outdoor storage.

SEC. 2.16 WARRANTY

This section does not apply to this ITB.

SEC. 2.17 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.

SEC. 2.18 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, There are no specified brands listed.

SEC. 2.19 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. 2.20 SUBSTITUTIONS

The contractor must obtain the written approval from the contracting officer prior to making any substitutions of product throughout the contract period. The State will not pay for substitutions that are not approved in advance and in writing by the contracting officer.

SEC. 2.21 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. 2.22 DELIVERY

All items shall be delivered F.O.B. destination as identified on the Bid Schedule.

A.) Delivery of the "Firm Quantity" orders must be made within the timeframe specified in the "Bid Schedule" with no exceptions. The Bid Schedule identifies two dates for each location. These dates represent a "no sooner than" and "no later than" delivery requirements. Delivery MUST be made within this time period. By signature on page one of the ITB, the bidder guarantees delivery to each location within the timeframe set forth in the "Bid Schedule".

For Lot 1a Firm Order delivery for the Anchorage International Airport (TSAIA):

- The contractor must have the entire firm order quantity located in the Anchorage Municipality no later than August 1st, 2022.
- TSAIA will begin taking requested delivery on August 1, 2022. TSAIA expects capacity to take delivery of half of the Firm order immediately.
- For the remaining Firm quantity order, the contractor will deliver a minimum of 10,000 gallons within 48 hours of receiving each notification request for delivery from the TSAIA throughout the contract.
- TSAIA will take delivery of the entire remaining firm order quantity no later than April 30th, 2023.
- Contractor must be able to maintain a deliver rate of a minimum of 10,000 gallons per day after **each** initial delivery request.
- **TSAIA's firm quantity order shall not be drawn from to supply other stations or customers of the contractor**.

Any associated storage fees should be included in the unit bid pricing.

For Lot 1, Firm Order delivery Item 1-d & Lot 2 As-Needed order delivery Item 2b F.O.B. Destination Homer:

Additional Requirements for Lot 1, Item 1-d & Lot 2 Item 2b F.O.B. Destination Homer:

- Delivery will be made in bulk with pump directly into the Homer truck. Contractor will supply pump and all required fittings to facilitate delivery.
- Homer Airport can accept no more than 53,250 lbs (5,000 gallons) of product delivered at one time.
- Homer Airport will request and accept delivery of the firm quantity throughout the winter in 53,250 lbs (5,000 gallons) per delivery with each delivery to be scheduled by Homer Airport.
- Firm and as-needed order product delivery will be made no more than 15 days after receipt of request from the Homer Airport.
- Homer Airport's firm quantity order shall **NOT** be drawn from to supply other stations or customers of the contractor.

B.) Delivery of as-needed quantity orders to specified delivery addresses, must include freight to the final destination. Deliveries must be made within the allotted number of days as specified in the "Bid Schedule". Failure to make an entry in the space provided will be construed as an offer to deliver within the number of calendar days required after the receipt of an order. Bids that specify deliveries in excess of the number of calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected. Orders for "as-needed" deliveries shall be placed by Purchase Order from the Regional Procurement Office.

SEC. 2.23 PROOF OF DELIVERY OR WEIGHT TICKETS

For all bulk product deliveries, weight tickets are required and must be presented to the receiving on-site DOT/PF representative for signature at the time of delivery. Only computer generated weight tickets from State certified weigh scales will be accepted. For each delivery, the weight ticket must clearly identify the destination, the truck and driver, the gross weight, tare weight and net weight of each vehicle utilized in the delivery.

Handwritten tickets will not be accepted. Double-draft weighing of vehicles is illegal per AS 45.75.050(d) and will not be accepted. Reference: http://www.dot.alaska.gov/mscve/.

A Proof of Delivery (POD) must be presented to the receiving on-site DOT/PF representative at the time of delivery. Weight tickets and POD are required to identify the receiver's signature and printed name. The contractor's delivering agent is responsible to insure the printed name is legible. Shipments will be refused if POD or weight tickets are not presented at time of delivery.

SEC. 2.24 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 space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).

SEC. 2.25 DELIVERY CONFIRMATION

Bidders must obtain a written confirmation from both the supplier and the shipper that the items offered are scheduled for production and transport in sufficient time to meet scheduled delivery dates. A copy of the supplier's and shipper's confirmation may be included with the bid or submitted within 30 calendar days of State's request. The bidder's failure to provide these confirmation documents as required will cause the State to consider the bid non-responsive and reject the bid.

SEC. 2.26 ADVANCED NOTICE OF DELIVERY

For deliveries for the Anchorage International Airport (TSAIA):

The contractor must provide the State 48 hours advance notice of each delivery. Failure to provide advance notice may delay the State's ability to accept the shipment. The contact information for each destination may be found in Attachment A.

An additional notice of delivery is required by the trucking company / delivery driver no less than 30 minutes prior to delivery arriving at the airport.

After normal business hours, most State maintenance yards are unattended, yet secured and therefore inaccessible. Therefore, deliveries will only be accepted at the final destination during normal State business hours; Monday through Friday, excluding State holidays, between 8:00 am and no later than 3:30 pm unless other prior arrangements are made with the State's designated contact as instructed above.

For all other delivery locations:

The contractor must provide the State 48 hours advance notice of each delivery. Failure to provide advance notice may delay the State's ability to accept the shipment. The contact information for each destination may be found in Attachment A.

After normal business hours, most State maintenance yards are unattended, yet secured and therefore inaccessible. Therefore, deliveries will only be accepted at the final destination during normal State business hours; Monday through Friday, excluding State holidays, 8:00 am to 4:30 pm unless other prior arrangements are made with the State's designated contact as instructed above.

All stations must be available for deliveries with no penalty to the contractor during those designated normal business hours. **All after normal business hour deliveries** must be pre-approved by the State's designated contact for that destination. However, prior approval to deliver outside normal business hours is not guaranteed due to lack of available personnel or other scheduling conflicts. Any additional costs (personnel and equipment) incurred by the State to accommodate deliveries made outside normal business hours will be solely at the contractor's expense.

Note: Overtime wages and minimum call out requirements are subject to the State Office of Personnel and union bargaining agreements. Disclosure of the approximate amount of additional costs may be acquired upon request from the State's designated contact at the time the arrangement is made. Upon the State's request, the contractor shall submit in writing, their acceptance of responsibility for any additional costs and their intended delivery schedule.

DOT Assistance at Off-Loading: With the Contractor's 48 hour advance notice of delivery, DOT personnel will meet deliveries and be available to assist with the off-loading of product. The type and availability of off-loading equipment (pumps, fittings, etc.) may vary at each destination. The Contractor shall confirm the available equipment with the destination contact, as noted on the Bid Schedule, prior to delivery. Additional equipment necessary to complete the delivery must be provided by the Contractor.

Barge Service: For locations serviced by barge transportation orders will be placed by the State in a timely manner so that the Contractor can meet barge schedules. It is DOT's intent to expedite off-loading as efficiently as possible so that empty containers are released back to the shipper in time for the return barge.

SEC. 2.27 LIQUIDATED DAMAGES FOR LATE DELIVERY

Late delivery will cause the State to suffer damages. Actual damages will be difficult to assess; therefore, it is mutually agreed that the contractor will pay the state damages at the rate of $100 dollars per occurrence for each calendar day beyond the delivery date called for in the ITB.

SEC. 2.28 BID GUARANTEE

Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check in the amount of **$5,000.00** made payable to the State of Alaska. Bid Bonds will not be accepted. The bid guarantee of each successful bidder will be retained until that bidder has furnished a satisfactory Performance Bond or Individual Surety. If the successful bidder fails to deliver the required Performance Bond or Individual Surety within the time required, the bid guarantee will be forfeited to the State of Alaska. The bid guarantee of each unsuccessful bidder will be returned as soon as practical after award has been made. The Bid Guarantee shall be submitted under the name appearing on the bidder's current Alaska business license.

Failure to submit a bid guarantee in the proper form and amount, by the time set for opening of bids, will cause the State to determine the bid non-responsive and reject the bid.

SEC. 2.29 PERFORMANCE BOND

Any posted performance bond will ensure performance over the entire term of the contract. In the event it becomes necessary for the State to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. The performance bond is to be in the amount of the total contract value (applicable only to individual firm quantity lots awarded in excess of $200,000.00). Performance Bonds shall be submitted under the name appearing on the bidder's current Alaska business license.

SEC. 2.30 PAYMENT BOND

In accordance with AS 36.30.01, a posted payment bond guarantees the successful payment to all subcontractors and suppliers during the performance of this contract over the entire term of the contract. If the contractor fails to provide payment for labor performed and materials and supplies furnished during the performance of this contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly complete all payment obligations under said contract in accordance with the terms of the payment bond. A payment bond is also required and shall be in the amount of the total contract value

(applicable only to individual firm quantity lots awarded in excess of $200,000.00). Payment Bonds shall be submitted under the name appearing on the bidder's current Alaska business license.

SEC. 2.31 INDIVIDUAL SURETY

In lieu of a performance and payment bond, a successful bidder may post an individual surety to ensure performance over the entire term of the contract. In the event it becomes necessary for the State to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual surety will be declared as liquidated damages and become due and payable to the State. By signature on this ITB, the bidder acknowledges this condition and voluntarily relinquishes any and all claims to the entire individual surety. The individual surety shall be submitted under the name appearing on the bidder's current Alaska business license. The individual surety may be in any of the following forms:

- CERTIFIED OR CASHIER'S CHECK: A certified or cashier's check, made payable to the State of Alaska in the amount of the total contract value (applicable only to individual firm quantity lots awarded in excess of $200,000.00).

  OR

- SPECIAL NOTICE ACCOUNT OR CERTIFICATE OF DEPOSIT: A special notice account book or certificate of deposit, made payable to the State of Alaska in the amount of the total contract value (applicable only to individual firm quantity lots awarded in excess of $200,000.00).

Failure to supply this document within the time required will cause the State to declare the bidder non-responsible and to reject the bid.

SEC. 2.32 ORDERS

At this time, funding prevents the State's use of IRIS to issue individual Purchase Orders. Firm quantity orders under this ITB will be placed by Delivery Order issued from the Statewide Contracting and Procurement Office. It is the State's intent to issue the Delivery Order(s) by April 23, 2022.

As-needed quantities are weather driven and for the sole purpose of replenishing depleted stock on hand in order to complete the current winter season. The State may purchase as-needed quantities in the contract year no later than June 1, 2023. As-needed orders will be placed by the requesting regional office by Purchase Order. The State guarantees no minimum or maximum for as- needed orders.

SEC. 2.33 FIRM QUANTITIES

The firm quantities referenced in this ITB represent the State's firm quantity purchase.

SEC. 2.34 AS-NEEDED QUANTITIES

The as-needed quantities referenced in this ITB are sample representative 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. The State guarantees no minimum or maximum orders.

SEC. 2.35 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. 2.36 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. 2.37 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. 2.38 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. 2.39 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. 2.40 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. 2.41 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. 2.42 MANDATORY VOLUME REPORTING

Within thirty (30) calendar days prior to the expiration date of each one-year term of the contract, the Contractor must furnish a volume report of the past year's use by F.O.B. destination. The report must identify each item found on the Bid Schedule and accurately state the number of each item purchased by F.O.B. destination. The report must be submitted electronically in MS Excel format and emailed to the procurement Officer of record. The Contractor's failure to provide this information in a timely manner may cause the State to cancel the contract.

SEC. 2.43 TOTAL ESTIMATED USEAGE

The estimated statewide usage is 4,642,690 lbs. or 435,933 gallons (calculated at 10.65 gallons per pound).

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS - INVOICES

Invoices must be sent directly to the ordering Regional Office as identified below. The ordering agency will only make payment after receipt of product, the itemized invoice and weight ticket or Proof of Delivery (POD). Question concerning payment must be addressed to the ordering Region.

Invoices must be submitted as follows:

1. One invoice per "Marked For" location.
2. Invoices must clearly identify the Purchase Order and Lot number, item description, quantity, unit price and extended price.
3. Weight ticket or POD, signed with name printed must accompany invoices –
   - Delivery agents for the Contractor are responsible for insuring that the printed name is legible on the weight ticket or POD.
   - POD's must clearly identify the date delivered, item description to include color of paint and tote number and quantity.
   - Weight tickets must clearly identify the truck and driver, the gross weight, tare weight and net weight of each vehicle used to make a delivery, the date delivered, quantity, and "Marked For" destination.

Invoices for partial deliveries will not be accepted. Partial payments will not be made. Invoices must be submitted to the appropriate regional office as follows:

A. Central Region:
DOT/PF
Central Region Procurement Office
P.O. Box 196900
Anchorage AK 99519
Phone: (907) 269-0858

- Homer Airport:
SOA DOT&PF M&O
Peninsula District Office
PO Box 1327
Soldotna, AK 99669
Or by email to: marian.morse@alaska.gov

B. Northern Region:
DOT/PF
Northern Region Procurement Office
2301 Peger Rd
Fairbanks AK 99709-5316
Phone: (907) 451-5102
Or by email to: eric.johnson@alaska.gov

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:

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 bids. Bidders must attach a copy of their certification letter to the bid. **A bidder's failure to provide this certification letter with their bid 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 ALASKA PRODUCT PREFERENCE

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx

Brand Offered
If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

Brand of Product Changes
During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

SEC. 4.07 LOCAL AGRICULTURE 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. 4.08 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. 4.09 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. 4.10 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. 4.11 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. 4.12 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder. There are 2 lots. In order to be considered responsive, bidders must bid on all items within both lots.

SEC. 4.13 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 BRAND AND MODEL OFFERED

When brand names and model numbers are used to specify the type and quality of the goods desired ("or equivalent"), bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered may cause the state to consider the offer non-responsive and reject the bid.

SEC. 5.07 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. 5.08 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. 5.09 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. 5.10 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 ITB;
- 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. 5.11 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. 5.12 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. 5.13 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. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 CONSUMER ELECTRICAL PRODUCT

AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

SEC. 5.19 CONTRACT CANCELLATION

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

SEC. 5.20 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.16 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. 5.21 SOLICITATION ADVERTISING

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

SEC. 5.22 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. 5.23 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

1) Bid Schedule
2) Preference Certifications Form
3) Bid Response Deliverables Checklist

Lot 1: FIRM QUANTITY ORDERS

CENTRAL REGION:

F.O.B. Point: Anchorage Int'l Airport - 5740 Dehavilland Avenue, Anchorage, AK 99502
• The contractor must have the entire firm order quantity located in the Anchorage Municipality no later than August 1st, 2022.

Contact: Nick Ebell
Phone: (907) 266-2425 / Cell:223-9465
Email: nick.ebell@alaska.gov

Item	Qty	Unit	Description	Unit Price	Extended Price
1-a	3,195,000	lbs.	Potassium Acetate **Delivered in bulk** **Minimum Order: (1) tanker truckload** **TANKER TRUCK LOAD 10,000 GALLONS**	$ _____ /lb.	$ _____

F.O.B. Point: Bethel Maintenance Station - 3517 Chief Eddie Hoffman Dr., Bethel AK 99559

Contact: Tim Bee
Phone: (907) 543-2495
Email: timothy.bee@alaska.gov

Deliver first barge and no later than August 1, 2022

Item	Qty.	Unit	Description	Unit Price	Extended Price
1-b	278,200	lbs.	Potassium Acetate Delivered in bulk **Container 44,000 -53,250 lbs.**	$ _____ /lb.	$ _____

CENTRAL REGION: Continued

F.O.B. Point: Dillingham City Dock - Dillingham, AK 99576

Contact: Jonathan Taylor
Phone: (907) 842-5511 / Cell: 843-1186
Email: Jonathan.Taylor@alaska.gov

Deliver 1st barge after July 1, 2022 NO LATER THAN AUGUST 1, 2022

Item	Qty.	Unit	Description	Unit Price		Extended Price
1-c	191,700	lbs.	Potassium Acetate Delivered in bulk	$ _____	/lb.	$ _____

F.O.B. Point: Homer Airport - 2320 Kachemak Drive, Homer, AK 99603
Detailed delivery instructions for this destination are identified on pages 14.
Deliver no sooner than July 1, 2022

Contact: Kevin Jones
Phone: (907) 235-5217 / Cell: 399-4069
Email: kevin.jones@alaska.gov

Item	Qty.	Unit	Description	Unit Price		Extended Price
1-d	213,000	lbs.	Potassium Acetate **Delivered in bulk with pump directly to Homer truck** ****NO MORE THAN 53,250 GALLONS PER DELIVERY****	$ _____	/lb.	$ _____

Lot 1: FIRM QUANTITY ORDERS **NORTHERN REGION:**

F.O.B. Point: Barrow Dockside, Barrow, AK 99723

Contact: John Olsen
Phone: (907) 852-6199
Email: john.olsen@alaska.gov

Deliver via barge no sooner than July 2, 2022 and no later than August 15, 2022

Item	Qty.	Unit	Description	Unit Price		Extended Price
1-e	58,740	lbs.	Potassium Acetate Delivered in totes	$ _____	/lb.	$ _____

F.O.B. Point: Deadhorse Airport, MP 419.1 Dalton Hwy., Deadhorse, AK

Contact: Tim Parault
Phone: (907) 659-2553
Email: tim.parault@alaska.gov

Deliver no sooner than December 1, 2022 and no later than December 23, 2022

Item	Qty.	Unit	Description	Unit Price		Extended Price
1-f	53,250	lbs.	Potassium Acetate Delivered in bulk	$ _____	/lb.	$ _____

Indicate number of lbs. per bulk container offered: _____

F.O.B. Point: Kotzebue Dockside - Kotzebue, AK 99752

Contact: Alvin Werneke
Phone: (907) 442-3147
Email: alvin.werneke@alaska.gov

Deliver no sooner than July 5, 2022 and no later than August 30, 2022

Item	Qty.	Unit	Description	Unit Price		Extended Price
1-g	20,000	lbs.	Potassium Acetate Delivered in totes	$ _____	/lb.	$ _____

F.O.B. Point: Nome Airport - Nome, AK 99762

Contact: Calvin Schaeffer
Phone: (907) 443-3443
Email: calvin.schaeffer@alaska.gov

Deliver no sooner than July 2, 2020 and no later than August 30, 2020

Item	Qty.	Unit	Description	Unit Price		Extended Price
1-h	60,000	lbs.	Potassium Acetate Delivered in totes	$ _____	/lb.	$ _____

TOTAL EXTENDED PRICE LOT 1 (Items 1a-1h): **$**

Lot 2: AS-NEEDED QUANTITY ORDERS

CENTRAL REGION:

F.O.B. Point: Anchorage Int'l Airport - 5740 Dehavilland Avenue, Anchorage, AK 99502

Contact: Nick Ebell
Phone: (907) 266-2425 / Cell:223-9465
Email: nick.ebell@alaska.gov

Item	Est. Qty	Unit	Description	Unit Price	Extended Price
2-a	106,800	lbs.	Potassium Acetate **Delivered in bulk** **Minimum Order: (1) tanker truckload** **TANKER TRUCK LOAD 10,000 GALLONS**	$ _____ /lb.	$ _____

Guaranteed Availability: _____ days after receipt of order.
*(Bidders who offer guaranteed availability in excess of **five (5) days** after receipt of order will be deemed non-responsive and the bid rejected.)*

F.O.B. Point: Homer Airport - 2320 Kachemak Drive, Homer, AK 99603
Detailed delivery instructions for this destination are identified on pages 14.

Contact: Kevin Jones
Phone: (907) 235-5217 / Cell: 399-4069
Email: kevin.jones@alaska.gov

Item	Est. Qty	Unit	Description	Unit Price	Extended Price
2-b	106,500	lbs.	Potassium Acetate **Delivered in bulk** **Minimum Order: (1) tanker truckload** **NO MORE THAN 53,250 GALLONS PER DELIVERY**	$ _____ /lb.	$ _____

Guaranteed Availability: _____ days after receipt of order.
*(Bidders who offer guaranteed availability in excess of **fifteen (15) days** after receipt of order will be deemed non-responsive and the bid rejected.)*

Lot 2: AS-NEEDED QUANTITY ORDERS

NORTHERN REGION

F.O.B. Point: Cordova Airport - 13 Mile Copper River Hwy., Cordova, AK 99574

Contact: Robert Mattson
Phone: (907) 424-3202
Email: robert.mattson@alaska.gov

Item	Est. Qty	Unit	Description	Unit Price	Extended Price
2-c	53,250	lbs.	Potassium Acetate Delivered in bulk Minimum Order: (1) tanker truckload	$ _____ /lb.	$ _____

Indicate number of lbs. per bulk container offered: _____

Guaranteed Availability: _____ days after receipt of order.
*(Bidders who offer guaranteed availability in excess of **forty-five (45) days** after receipt of order will be deemed non-responsive and the bid rejected.)*

F.O.B. Point: Deadhorse Airport - #1 Airport Road, Deadhorse, AK 99723

Contact: Timothy Parault
Phone: (907) 659-2553
Email: tim.parault@alaska.gov

Item	Est. Qty	Unit	Description	Unit Price	Extended Price
2-d	53,250	lbs.	Potassium Acetate Delivered in bulk Minimum Order: (1) tanker truckload	$ _____ /lb.	$ _____

Indicate number of lbs. per bulk container offered: _____

Guaranteed Availability: _____ days after receipt of order.
*(Bidders who offer guaranteed availability in excess of **thirty (30) days** after receipt of order will be deemed non-responsive and the bid rejected.)*

NORTHERN REGION: Continued

F.O.B. Point: Fairbanks Int'l Airport - 5801 Airport Industrial Rd., Fairbanks, AK 99709

Contact: Jason Jacobs
Phone: (907) 474-2503
Email: jason.jacobs@alaska.gov

Item	Est. Qty	Unit	Description	Unit Price	Extended Price
2-e	53,250	lbs.	Potassium Acetate **Delivered in bulk** **Minimum Order: (1) tanker truckload**	$ _____ /lb.	$ _____

Guaranteed Availability: _____ days after receipt of order.
*(Bidders who offer guaranteed availability in excess of **three (3) days** after receipt of order will be deemed non-responsive and the bid rejected.)*

F.O.B. Point: Valdez Airport - 300 Airport Road, Valdez, AK 99686

Contact: Steve Searles
Phone: (907) 835-5658
Email: steve.searles@alaska.gov

Item	Est. Qty	Unit	Description	Unit Price	Extended Price
2-f	53,250	lbs.	Potassium Acetate **Delivered in bulk** **Minimum Order: (1) tanker truckload**	$ _____ /lb.	$ _____

Indicate number of lbs. per bulk container offered: _____

Guaranteed Availability: _____ days after receipt of order.
*(Bidders who offer guaranteed availability in excess of **forty-five (45) days** after receipt of order will be deemed non-responsive and the bid rejected.)*

TOTAL EXTENDED PRICE LOT 2 (Items 2a-2f):	**$**
GRAND TOTAL EXTENDED PRICE (Lots 1-2):	**$**

Number of lbs. per gallon: _____

Manufacturer & Brand Offered: _____

Number of lbs. per tote offered: _____

Number of lbs. per bulk container offered: _____

Manufacturer & Brand Offered: _____

(The bidder's failure to provide the information above may cause the bid to be deemed non-responsive and the bid rejected.)

ALASKA BIDDER PREFERENCE CERTIFICATION
AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: _____

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	□ Yes □ No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	□ Yes □ No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1. 2. 3. 4. 5. 6.	

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 no later than the deadline set for receipt of bids.

If you are submitting a bid as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids. *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 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 per *AS 36.30.990(2)(C)*?

☐ **YES** ☐ **NO**

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

A. **Place of Business**
Street Address: _____
City: _____
ZIP: _____

"**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 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**: _____

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: _____

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: _____, _____,

_____, _____, _____,

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 unity of the United States armed forces; or

(ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air Nations 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 _____ and all information on this form is true and correct to the best of my knowledge. (Business Name)

Printed Name _____

Title _____

Date _____

Signature _____

BID RESPONSE DELIVERABLES CHECKLIST:

This checklist is not intended to be an all-inclusive list for all requirements of the ITB. It is the offerors responsibility to ensure all required items and information are addressed in their Bid.

BID RESPONSE CHECKLIST ITEMS:

- Completed ITB -Page 1
- Conflict of Interest Statement –Page 6 & 42
- Evidence of Compliance – Page 12
- Completed Bid Schedule Pages 32 – 38
- Alaska Preference Certification Form (if applicable) –Pages 39-41
- All mandatory return Amendments

***Note: Award will be made by lot to the lowest responsive and responsible bidder. There are 8 lots. In order to be considered responsive for a lot, bidders must bid on all items within that lot.**

Conflict of Interest Statement:

Does the company or any individual working on the contract have a possible conflict of interest No ☐ Yes ☐
If yes, please explain the nature of that conflict.

_____
_____
_____
_____
_____
_____
_____
_____