

STATE OF ALASKA INVITATION TO BID (ITB)



JUNEAU GENERATOR MAINTENANCE & REPAIR SERVICES

#2523S019

AUGUST 3, 2022

THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES IS SEEKING A QUALIFIED CONTRACTOR TO PROVIDE ANNUAL LOAD BANK TESTING, MAINTENANCE AND REPAIR SERVICES FOR 10 GENERATORS IN JUNEAU, ALASKA.

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

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

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

Paul DiCarlo
Procurement Officer

1) _____
COMPANY SUBMITTING BID

5) _____
TELEPHONE NUMBER

2) _____
AUTHORIZED SIGNATURE

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

Phone: (907) 465-8446
Email: paul.dicarlo@alaska.gov

3) _____
PRINTED NAME

7) _____
FEDERAL TAX ID NUMBER

4) _____
DATE

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

The Department of Transportation & Public Facilities, is soliciting bids for the annual load bank testing, maintenance and repair of 10 generators in the Juneau area.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00PM Alaska Time on August 24, 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

The Contractor and all employees must be capable and experienced in the type of work to be performed under this Contract. The Contractor shall be regularly engaged in the maintenance and repair of diesel engines, generators, and related systems. The Contractor must be able to demonstrate the capability to provide the necessary personnel, technical expertise, needed repair parts, and support equipment necessary to perform the services required by the technical specifications.

Lead technicians must have a minimum of three years verifiable experience working on diesel engines and generators of this type. Additional training and experience in arc flash safety, and electrical power generation is preferred.

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 (Paul DiCarlo paul.dicarlo@alaska.gov-907-465-8446). 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 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms,

conditions and specifications of this ITB. The site may be inspected by contacting **Bill Campbell** at bill.campbell@alaska.gov or **907-465-3977**

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

SEC. 1.07 SUBMITTING BIDS

Bids may be submitted two ways; by E-mail or Mailing in a Hard Copy.

Faxed or oral bids will not be accepted

If Submitting Bids by Mailing in a Hard copy:

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

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

Department of Transportation & Public Facilities
Division of Administrative Services
Attention: Paul DiCarlo
ITB Number: 2523S019
ITB Title: Juneau Generator Maintenance & Repair Services
P.O BOX 112500
3132 Channel Drive, Suite 350
Juneau, Alaska 99811-2500

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

Department of Transportation & Public Facilities
Division of Administrative Services
Attention: Paul DiCarlo
ITB Number: 2523S019
ITB Title: Juneau Generator Maintenance & Repair Services
3132 Channel Drive, Suite 350
Juneau, Alaska 99801-2500

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

If submitting a bids via email:

The bid may be emailed to dotstatewideprocurement@alaska.gov and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

It is the bidder's responsibility to contact the issuing agency at 907-465-8447 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 BID FORMS

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

BIDDER'S CERTIFICATION

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

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

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

CONFLICT OF INTEREST

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

SEC. 1.09 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.11 AMENDMENTS TO BIDS

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

SEC. 1.12 AMENDMENTS TO THE ITB

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

SEC. 1.13 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released	2:00PM	August 3, 2022
Pre-Bid Conference	N/A	N/A
Deadline for Receipt of Bids / Bid Due Date	2:00PM	August 24, 2022
Bid Evaluations Complete		August 26, 2022
Notice of Intent to Award		August 29, 2022
Contract Issued		September 8, 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, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.14 ALTERNATE BIDS

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

SEC. 1.15 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or

services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be a two (2) year contract, from the date of award, approximately September 15, 2022 through September 14, 2024, with the option to renew for three (3) additional one (1) year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

SEC. 2.02 CONTRACT ADMINISTRATION

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

SEC. 2.03 CONTRACT FUNDING

Department of Transportation & Public Facilities, Division of Facilities Services, estimates an annual budget of \$55,000.00 dollars for this contract. Bids priced at more than \$275,000.00 will be considered non-responsive and rejected.

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.

Subcontractor experience shall be considered in determining whether the bidder meets the requirements set forth in **SEC. 1.03 PRIOR EXPERIENCE**.

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 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed is provided in **Section 2.08 Specifications and Scope of Work** and on the **Bid Schedule (Attachment #1)**

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 SPECIFICATIONS AND SCOPE OF WORK

It is the intent of this document to describe the scope of emergency generator maintenance and repair services necessary to ensure satisfactory performance of the Contract, including all supplies, work, equipment, and services necessary to be provided by the contractor in accordance with the contract.

Any work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result, shall be supplied without any adjustment in contract price or contract time, whether or not specifically called for.

NOTE: A Bidder's failure to comply with any of the following, within the time constraints set by the State, may cause the State to consider the Bidder non-responsive.

DOCUMENTS REQUIRED AT TIME OF BID OPENING:

- List of Personnel that will be working in the buildings.
- List of Equipment that will be used during the term of the contract.
- List of Experience and/or certifications of technicians to be used for performance of the contract.
- Letters of reference, (3).

NOTE: Changes to equipment or personnel must be approved, in writing, by the Project Manager or Contracting Officer. Any deviations or changes made without prior approval may be grounds for termination of the contract.

DOCUMENTS REQUIRED UPON CONTRACT AWARD:

- The Contractor must provide, to the Project Manager, a detailed work schedule listing the anticipated performance dates / days of all scheduled work under the contract for approval.
- Current background checks for all employees to be used for on-site contract services prior to any work commencing.
- Copy of State Business License and Certificate of Insurance

GENERAL SPECIFICATIONS:

SAFE PRACTICES

Normally acceptable industry safe practices must be followed in the performance of all work under this contract. The contractor will comply with all standards prescribed by the State of Alaska, Department of Labor, Division of Labor Standards and Safety, and/or other pertinent jurisdictional authorities. The safety of the public and employees of the building are to be considered at all times.

BUILDING SECURITY

Security of the State buildings will be considered at all times. All entry doors will be checked whenever entering or leaving the building. The Contractor will ensure that all outside doors are kept locked at all times except when the building is normally open to the public. Interior building doors must remain locked except while work in the immediate area is in progress. The Contractor's employees are required to turn off all lights (excluding those indicated as security) and close and lock all doors and windows at the end of each work period. Failure to complete this task will be considered grounds for a Service Deficiency Claim, reference (page 10).

KEY CONTROL

Special emphasis is placed on facility access key control. The Contractor is required to sign for all keys needed for access into any State facility. Keys will be issued upon completion of background check by Bill Campbell. The keys will be checked in and out daily at the 8th floor SOB security station. No duplications are to be made. In the event of lost keys, contact the Facilities Maintenance Office for replacements. The Contractor shall be liable for all costs incurred due to lost or misplaced keys, including the cost of re-keying any and all doors affected.

CONDUCT OF WORK

All work performed under this contract shall be completed without interfering with the proper performance of the facilities operation, the public in its use of the building, State business, or work being done by other contractors.

Theft or destruction of personal or state-owned equipment, property, money, or misuse of state-owned equipment by the contractor or his employees are unacceptable and may result in immediate termination of the contract.

The contractor shall be liable for all costs incurred due to theft, damages, or misuse of state-owned equipment by its employees. All work must be performed in accordance with current OSHA and NEC guidelines and regulations.

CONTRACTOR AND EMPLOYEE QUALIFICATIONS

The Contractor and all employees must be capable and experienced in the type of work to be performed under this Contract. The Contractor shall be regularly engaged in the maintenance and repair of diesel engines, generators, and related systems. The Contractor must be able to demonstrate the capability to provide the necessary personnel, technical expertise, needed repair parts, and support equipment necessary to perform the services required by the technical specifications.

Lead technicians must have a minimum of three years verifiable experience working on diesel engines and generators of this type. Additional training and experience in arc flash safety, and electrical power generation is preferred.

The Contractor technician listing must identify, substantiate, and verify the experience and training of technicians to be used on any subsequent contract. All employees will be subject to a background security check, (at Contractor expense) and approval by the Project Manager, prior to commencing any work on the contract, which must be updated annually.

Throughout the Contract period, any changes to the personnel list will be submitted to the Project Manager as soon as possible, but no later than two (5) working days prior to any scheduled work commencing under the Contract. All personnel must pass a background security check, and be approved by the Project Manager prior to the person(s) entering the facility. The Project Manager may require removal of any worker whom it deems incompetent, insubordinate, or otherwise objectionable. The Project Manager may also require removal of any worker whose continued employment is deemed contrary to the public, tenants, or facilities best interests.

No deviation to this requirement will be accepted. Failure to follow this procedure may result in the Contract being terminated.

COMMUNICATIONS/SUPERVISION

At least one (1) person at the supervisory level, who can speak, read and write English fluently, must be present at all times during the performance of any work under this Contract. The supervisor will be empowered to act for the Contractor.

PRESENCE OF MINORS/NON-EMPLOYED PERSONS

No minors under sixteen (16) years of age, including family members of the Contractor or his employees, are to be on the work site during contract work hours and are prohibited from performing any work under this contract. The Contractor or his employees are prohibited from bringing any persons not employed by the contractor to the Project site during contract work hours. Failure to follow these procedures may result in the contract being terminated.

SAFETY REQUIREMENTS

All work shall be accomplished per applicable OSHA and NEC requirements & accepted industry standards and practices, and in accordance with any applicable State or Local codes/laws or standards. If safety violations are observed the Project Manager may stop the work until such time as the safety requirements are met, at no additional cost to the State.

If necessary, and in accordance with federal law, the Contractor shall provide to the Project Manager evidence that copies of all Safety Data Sheets (SDS), (relating to all the chemicals and cleaning agents that are to be used in the performance of this Contract) are available to their employees. During the course of the Contract, SDS for newly acquired products, shall also be made available. If requested, within two days, the Contractor shall provide to the Project Manager copies of all requested SDS.

WORK SCHEDULE & TIMEFRAMES

All services must be performed after normal business hours, (Monday- Friday 8:00 Am- 5:00 PM) or on Saturdays between 8:00 AM and 3:00 PM. Other times may be allowable upon request, and approval of the Project Manager. Within 30 days after Contract Award the Contractor shall prepare a tentative schedule and provide it to the Project Manager for review and approval. The schedule shall identify and provide a detailed work timeframe listing the anticipated performance dates/days of all scheduled work under the Contract. Updated schedules shall be provided to the Project Manager upon request, or in the event that dates/days change from those originally shown. In addition, the Project Manager shall be notified forty eight (48) hours in advance of performing any scheduled or non-routine work.

QUALITY CONTROL/WORKMANSHIP

All work is to be performed by persons qualified to produce workmanship of specified quality that comply with industry standards, except when more restrictive tolerances or specified requirements are required. All work is to comply with manufacturer's instructions and specifications.

Any required laboratory testing (oil/coolant), or manufacturer's inspection services necessary to perform the required contract services are to be provided at the Contractor's expense. A copy of any such Lab reports will be provided to the Project Manager. The Contractor shall coordinate with, and provide all information and services required by the testing laboratory or manufacturer that are necessary to ensure a complete and timely test or compliance report.

CONTACT INFORMATION (24/7)

The Contractor shall provide the Project Manager with contact information in case of emergency.

MATERIAL AND EQUIPMENT REQUIREMENTS:

EQUIPMENT PARTS SPECIFICATIONS

The Contractor is responsible for providing all tools, equipment, parts, and materials to successfully perform the work required in the Contract. The number of pieces, and type of equipment required to accomplish all the required scheduled tasks within the time constraints as specified in these contract documents is to be determined by the contractor.

The Contractor will be responsible for providing alternate equipment/tools for scheduled services in the event the Contractor's equipment becomes faulty. At no time will faulty equipment be an excuse for not performing a particular service described in these Contract Documents. Alternate equipment must be available and be delivered to the facility as soon as necessary after determination of need due to a breakdown of dedicated equipment. This requirement is to assure all services are provided as scheduled in these contract documents.

All replacement parts/supplies are to be undamaged new or factory certified parts or products, and fully conform to the manufactures specifications for the type and model of equipment being worked on. All parts and products are to be safely secured and stored in compliance with the manufacturer's instructions and recommendations in accordance with normal operational parameters.

EQUIPMENT INVENTORY

At bid opening, the Contractor will supply a list of all major pieces of equipment to be used in the performance of work under this Contract to the Procurement Agency for approval.

Throughout the Contract period, the Contractor will update the equipment list as necessary to reflect changes in equipment. Such updates are to be provided to the Project Manager within 24 hours of any change of equipment. All equipment lists, including the original submitted at bid opening and all updated equipment lists will include, at a minimum, the following information:

- The type, make, model number, and the intended use of the equipment;
- The ownership or control of each piece of equipment (owned vs. rented/leased).

TEMPORARY SUSPENSION OF THE CONTRACT

The State reserves the right to suspend or modify the work of the contract, or any portion of the Contract for any reason, by providing the Contractor with a 30-day written notice. This notice period can be waived in the event of an unforeseen emergency situation and the suspension of work may be immediate.

CHANGES

Without invalidating the Contract, the State may from time to time, order additions, deletions, or revisions/modification, and provide clarifications to the work requirements within the general scope of the Contract. Performance of such changes or modification to the Contract requirements shall proceed as directed by the Contracting Officer.

If the Contractor believes such a change or directed modification may impact the contract cost they shall immediately notify the Contracting Officer in writing of any such perceived impacts. The State and the Contractor will discuss such potential impacts and seek equitable solutions if justified.

The State will issue a Change Order for changes within the Scope of the work, change in Contract time or terms, Contract Price or responsibility to perform.

SCOPE OF WORK

Project Description

The Contractor shall provide all labor, tools and specialized equipment, material, and supplies necessary to annually inspect, test, and service the listed State owned emergency generators at State Owned facilities located in Southeast Alaska. Work to be performed under this contract shall consist of furnishing all supervision, labor, equipment, materials, small tools, and consumable supplies as required to successfully complete the Contract requirements. All work, materials, and services not expressly indicated or called for in the contract documents, but necessary for the complete and proper performance of the described work shall be provided by the Contractor at no additional cost to the contracting agency.

The Contractor shall regularly be engaged in the maintenance and repair of diesel engines, generators and related systems and be able to demonstrate capability to provide the necessary personnel, technical expertise and support equipment & parts/supplies to perform the project work requirements of the Contract.

All services must be performed after/outside of normal business hours (8:00 AM to 5:00 PM) Monday through Friday, or on Saturday between 8:00 AM and 3:00 PM. If services need to be performed at other times, contact the Project Manager for approval and scheduling. Provide a 48 hour notice to the Project Manager or Contracting Officer before performing inspection services at each building.

Scope of Maintenance Services

The attached Exhibit "A" is a sample of an actual check list that will be used when inspecting the generators. An inspection report with any recommended actions, and a fully completed copy of the

checklist will be provided to the Project Manager after each inspection. Work includes the following tasks:

- Check battery electrolyte level record, battery voltage and cell specific gravity
- Inspect battery cables and terminations. Clean and grease terminals.
- Check coolant levels, obtain sample, and replace filters. Add appropriate coolant if needed.
- Check electrical connections.
- Replace engine air cleaner, reset service indicator if equipped.
- Inspect and test generator. Record stator and rotor winding resistance to ground. Record value of resistance between phases.
- Inspect instrument panel. Check connections and electronic control cards for signs of burning.
- Clean edge connectors of electronic cards.
- Inspect alternator.
- Inspect and adjust all belts.
- Inspect engine mounts.
- Collect oil sample.
- Change oil and filter.
- Change primary and secondary fuel filter elements if so equipped.
- Inspect generator set vibration.
- Inspect hoses and clamps and adjust as needed.
- Test insulation if so equipped.
- Check and test rotating rectifier.
- Inspect starter.
- Inspect water pump.
- Conduct load test - Record excitation voltage, generator output voltage and frequency. Check governor, linkage, control and operation. Check battery charger. Record float and boost charge output. Leave charger on float setting.

Execution

Work is to commence at the earliest possible date after an approved schedule is developed. To ensure winter reliability, the first annual inspection must be completed by late summer/early fall of 2022 and annually thereafter.

Emergency and Additional Services

The State may alter or revise the activities within the general scope of the contract without invalidating the Contract. It is anticipated that additional repair/maintenance services may be required from time to time over the Contract period. The State will request quotes for such services, approve such work and issue a change order for additional services as needed.

The Contractor or his Sub Contractor must be able to respond to an emergency within 1 hour and have the capability of providing additional services related to the contract scope of work, including maintenance and emergency repairs or modifications to the emergency generator systems.

No additional work is guaranteed, and quotes may be requested from other service providers as needed.

Technical Generator Listing

Unit	Building	Location	Generator	Model & S/N
EG-01	SOB	Room 733-PI next to loading dock	900 kw, Cat	3508 / 2AZ00493
EG-02	SOB	Outside across from loading dock	800, kw, Cat	C27 2A300152/
EG-03	AOB	Main St - Out between AOB & SOB	350 kw, Cummins	855G3350
EG-04	OCH	123 4'th St. (inside basement)	175 kw, Cummins	NT270GC
EG-05	CPB	240 Main Street (behind building)	350 kw, Kohler	07U1837
EG-06	GOV	716 Calhoun St. (side room garage)	67 kw, Cummins	V220-03 / 07U1837
EG-07	DIB	802 3'rd St. Douglas (outside bldg.)	134 kw, Onan	46244502
EG-08	CB	150 3'rd St. (north side of building)	100 kw, MTU	OM924LA
*EG-09	DOT-7mile	DOT Complex (in boiler room)	Kohler, 20 KW	20ROP81
EG-10	APK-State Museum	Alaska State Museum on Whittier St.	600kw MTU 12V2000G85-TB	5352011551

Note* EG09 motor side maintenance and repair will be done by State Equipment Fleet (SEF). The generator side will still need service and the system will need load bank testing.

Prices must be submitted on all generators at each location specified. Failure to bid on all items will render the Bidders response as non-responsive to the solicitation.

Hourly rates and a parts markup percentage must also be provided on page 2 of the bid schedule. These prices will be used for evaluating a final award price of the contract. Failure to provide the additional hourly rates will render the bid non-responsive. If no percentage of markup is provided none will be allowed.

SEC. 2.10 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. 2.11 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. 2.12 CONTINUING OBLIGATION OF CONTRACTOR

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

SEC. 2.13 CONTRACT PRICE ADJUSTMENTS

A contract resulting from this ITB will include the following price adjustment clause:

Consumer Price Index (CPI): Contract prices will remain firm through June of 2023.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June of 2022; and each January through June six-month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 2.14 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. 2.15 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.

SEC. 2.17 MANDATORY REPORTING

The contractor must provide a separate report to Bill Campbell after any tasks are performed and completed independent of the invoice.

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:

Invoices will be submitted to the attention of the Project Manager. Project Manager will make payment only after verifying that the services have been provided in accordance with the contract requirements. Modifications to the contractor's invoice, resulting from defective work or improper billing procedures, shall only be made following written notice to the contractor by the Project Manager. Questions or disputes concerning the contractor's payment must be presented in writing to the Project Manager. Invoices must be provided in an acceptable format. The Project Manager reserves the right to request backup documentation in support of the invoices in question. Failure to provide the requested backup material may result in partial payment or rejection of the billing. Requested backup may include, but is not limited to, employee time sheets and pay records, record of subcontractor payments, bills of sale for equipment and supplies, and evidence of timely tax or employee compensation payments.

Include on the invoice the following items:

- Contract Number Building Name(s)
- Work Period (e.g. January 1, 2022)
- Services Performed (e.g. Daily/ Weekly Service)
- Personnel Assigned
- Total Time
- Total Billed/ Invoiced

Mail invoices to:

Department of Transportation & Public Facilities
Division of Facilities Services – Attn.; JNU Hub PO Box
112500 Juneau, AK 99811

Invoices may be emailed to: dotdfsadmin@alaska.gov

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

SEC. 3.02 PAYMENT FOR STATE PURCHASES

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

SEC. 3.03 PRORATION OF PAYMENTS

Proration of payment to the Contractor for services provided which are of less than a full month as described below are defined as:

Payment for services of less than one (1) month will be computed by dividing the monthly rate by thirty (30), then multiplying that number times the number of day's services were performed.

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

SEC. 3.04 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 3.05 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of

Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form (Attachment #3)

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.

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>

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 to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

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 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 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. 5.10 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 proposal as CBI, the offeror must do the following when submitting their proposal: (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 procurement the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

SEC. 5.15 DISPUTES

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

SEC. 5.16 SEVERABILITY

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

SEC. 5.17 CONTRACT CANCELLATION

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

SEC. 5.18 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.19 SOLICITATION ADVERTISING

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

SEC. 5.20 QUALIFIED BIDDERS

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

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

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

SEC. 5.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 5.22 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 6. ATTACHMENTS AND RESPONSE CHECKLIST

SEC. 6.01 ATTACHMENTS

- 1) Attachment #1 Bid Schedule
- 2) Attachment #2 Engine and Generator Check Lists
- 3) Attachment #3 Alaska Bidders Certification Form.

SEC. 6.02 BIDDERS RESPONSE CHECKLIST

- 1) Completed, Signed, and Dated Page 1 of the ITB
- 2) Completed Bid Schedule **Attachment #1**
- 3) Conflict of Interest statement **Section 1.07**
- 4) Alaska Bidders Certification Form **Attachment #3 Section 4.03**
- 5) List of Personnel that will be working in the buildings. Including Subcontractors **Section 2.06**
- 6) List of Equipment that will be used during the term of the contract.
- 7) Experience and/or certifications of technicians to be used for performance of the contract. **Section 1.03**

Project Manager; Bill Campbell - (907) 500-4578 -email: Bill.campbell@alaska.gov

Attachment #1**Bid Schedule**

UNIT	Quantity	Frequency	Building, Location	Annual Cost	Extended Total (2 yrs.)
EG-01	1- EA	Annual	State Office Building - 333 Willoughby Ave.- Room 733-P1 (next to loading dock)	\$	\$
EG-02	1- EA	Annual	State Office Building - 333 Willoughby Ave. Outside across from loading dock	\$	\$
EG-03	1- EA	Annual	Alaska Office Building - 350 Main St. - Outside between AOB & SOB	\$	\$
EG-04	1- EA	Annual	Diamond Court House - 123 4'th St. - Inside Basement	\$	\$
EG-05	1- EA	Annual	Court Plaza Building - 240 Main St. Behind Building	\$	\$
EG-06	1- EA	Annual	Governors House - 716 Calhoun Ave. Side room of garage	\$	\$
EG-07	1- EA	Annual	Douglas Island Building - 802 3'rd St. Douglas Outside Building	\$	\$
EG-08	1- EA	Annual	Community Building - 150 3'rd St. Located on north side of building	\$	\$
EG-09	1- EA	Annual	DOT/PF 7 Mile building - 6860 Glacier Hwy, Located in boiler room	\$	\$
EG-10	1- EA	Annual	Alaska State Museum – 395 Whittier St. In the parking lot behind the building.	\$	\$
Total Annual Cost (add items 1 - 9)				\$	
Grand Total Extended Cost for Two (2) years				\$	

Rates for additional services.

Bidders shall insert an hourly rate for any additional services that may be requested outside of the normal work requirement. Bidders shall also declare and provide the percentage of markup (if any) that will be applied to any parts supplied.

For evaluation purposes, the total provided for these additional services will be added to grand total of the Generator Pricing Schedule list to determine a final contract price for award. There are no additional services guaranteed.

Hourly rate for repairs performed between 6:00 AM and 6:00 PM	\$	X 20 Hours	\$
Hourly rate for repairs performed between 6:00 PM and 6:00 AM	\$	X 20 Hours	\$
Percentage of markup on parts and supplies	%	X \$500.00	\$
Total			\$

Attachment #2

Check Lists

Generator Location: _____ Inspector: _____ Date: _____

Generator Number: _____

Application: _____

Engine Mfg.: _____ Model: _____ S/N: _____ AR. #: _____

Generator Mfg.: _____ Model: _____ S/N: _____ KW: # _____

ENGINE

VISUAL CHECKS	VISUAL O.K.	EXPLAIN DEFECT	CUSTOMER CONTACTED	CUSTOMER APPROVAL
General Appearance				
Radiator (Core/Cap/Shroud)				
Heat Exchanger				
Fan				
Coolant Hoses				
Belts/Pulleys				
Block Heaters				
Crankshaft Damper				
Air Filters				
Air Inlet System				
Exhaust System				
After Cooler				
Turbo Charger				
Lube Oil Leaks				
Pre Lube System				
Batteries/Cables				
Alternator				
Fuel System				
Air Start System				
Shut Downs				
Guards				
Missing/ Loose/ Broken /Bolts				
Raw Water System				
Auxiliary Pumps				
Auxiliary Drives				
Battery Charger				
Other				

POWER GENERATOR

VISUAL CHECKS	VISUALLY OK	EXPLAIN DEFECT	CUSTOMER CONTACTED	CUSTOMER APPROVAL
General Appearance				
General Installation				
Shrouding				
Fan & Screen				
Mounting Bolts				
Drive plates				
Drive Coupling				
Field				
Stator				
Slip Rings				
Brushes				
Wire Connection				
Regulator Assembly				
Gauges				
Generator Controls				
Safety Shutdowns				
Bearing End Play				
Air Gaps				
Other Defects				

ENGINE

VISUAL CHECKS	VISUALLY OK	EXPLAIN DEFECT	CUSTOMER CONTACTED	CUSTOMER APPROVAL
Starting System				
Ease of Starting				
Smoke (color)				
Oil leaks				
Fuel Leaks				
Coolant Leaks				
Gauges Operational				
Unusual Noise				
Unusual Vibration				
Governor Response				
Operation under load				
Crankcase Pressure				

POWER GENERATOR

OPERATING CHECKS	VISUALLY OK	EXPLAIN DEFECT	CUSTOMER CONTACTED	CUSTOMER APPROVAL
Gauges Operational				
Shutdowns Operational				
Switches Operational				
Rated Voltage				
Unusual Noise				
Unusual Vibration				
Other Defects				

ENGINE

INSTRUMENT CHECKS	ACTUAL	SPECS	COMMENTS
Cooling System Temp.			
Fuel Pressure			
Lube Oil Pressure			
Oil Sample			
All Shutdowns			
Temp			
PSI			
RPM			
Batteries			
Battery Charger Voltage			

ADDITIONAL NOTES AND COMMENTS



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

Attachment #3

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

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
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 or proposal no later than the deadline set for receipt of bids or proposals.

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

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

Alaska Bidder Preference Questions:

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

If YES, please complete the following information:

A. **Place of Business**

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

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

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

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

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

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

Alaska Veteran Preference Questions:

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

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

☐ **YES** ☐ **NO**

- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
☐ YES ☐ NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
☐ YES ☐ NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
☐ YES ☐ NO

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

(A) Served in the

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

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

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

☐ YES ☐ NO

SIGNATURE

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

Printed Name _____

Title _____

Date _____

Signature _____