

INVITATION TO BID (ITB) NUMBER 2523C037

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation & PF
Division of Supply & Services
2200 E. 42nd Avenue, Room 110
Anchorage, Alaska 99508

THIS IS NOT AN ORDER

DATE ITB ISSUED: December 8, 2022

ITB TITLE: SNOW PLOWING & SANDING - TSAIA ROADS

Pre-Bid Conference on December 16, 2022 @ 1:00 PM see page 8 for instructions.

SEALED BIDS MUST BE SUBMITTED TO THE DOT&PF, ANCHORAGE PROCUREMENT OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PROCUREMENT OFFICE PRIOR TO **2:00 PM ON December 20, 2022** AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

LOCATION: MULTIPLE LOCATIONS (SEE BID SCHEDULE & MAPS)
DELIVERY DATE: SEE BID SCHEDULE
F.O.B. POINT: FINAL DESTINATION

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (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 of the following forms of evidence must be 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 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 there under by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow 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. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

DAN TRUBIANO
PROCUREMENT OFFICER

TELEPHONE NUMBER
907-269-0862 Phone
907-269-0872 Fax

daniel.trubiano@alaska.gov

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

ALASKA BUSINESS LICENSE NUMBER

FEDERAL TAX ID NUMBER

TELEPHONE NUMBER

*DOES YOUR BUSINESS QUALIFY FOR THE
ALASKA BIDDER PREFERENCE?
See attached Form (3-pages)

*DOES YOUR BUSINESS QUALIFY FOR THE
ALASKA VETERAN PREFERENCE?
See attached Form (3-pages)

*SEE ITB FOR EXPLANATION OF CRITERIA
TO QUALIFY AND FILL OUT FORM.

E-MAIL ADDRESS

INSTRUCTIONS TO BIDDERS:

- 1. INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least three (3) 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. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.
- 2. BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.
- 3. SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address:

Department Transportation & PF
2200 E. 42nd Avenue, Room 110
Anchorage, Alaska 99508

ITB No.: **2523C037**

Opening Date: **December 20, 2022, at 2:00 PM**

ELECTRONIC BID SUBMISSION: If sending electronically; bids must be emailed to dotcrprocurement@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the maximum size of a single email (including all text and attachments) that can be received by the state is 10mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 10 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. **It is the bidder's responsibility to contact the issuing office at (907) 269-0867 or 269-0873** to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: If faxing a bid; send to (907) 269-0872, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. **It is the bidder's responsibility to contact the issuing office at (907) 269-0867 or 269-0873** to make arrangements prior to faxing the bid and to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4. 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.

5. 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.

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

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

2. 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.

3. SUITABLE MATERIALS, ETC.: Unless otherwise specified, 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.

4. SPECIFICATIONS: Unless otherwise specified in the 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.

5. FIRM OFFER: For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

6. 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.

7. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

8. CONSOLIDATION OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.

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

10. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

11. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

12. SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

See page 12 of ITB for further explanation on if subcontractors are allowed.

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.

14. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

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

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

17. DISPUTES: If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

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.

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

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 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SPECIAL CONDITIONS:

1. 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. 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.

2. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

3. 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.

PREFERENCES:

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the 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 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. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. 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 governments, or the general public - AS 36.30.321(i).

3. 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.

4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS 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.

5. ALASKA PRODUCT PREFERENCE: A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

6. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

7. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public. As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business 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.

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 and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Phone: (907) 465-2550

Email: license@alaska.gov

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

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

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal 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 Statement

In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference **(see attached 3-page form)**

If the bidder is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Division of Supply & Services at one of the following numbers no later than five (5) days to make any necessary arrangements.

Telephone: 269-0862

Fax: 269-0872

TDD: 269-0473

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.

PREFERENCE QUALIFICATION: In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

CONTRACT PERFORMANCE LOCATION: 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 5 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.

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/g/tip/>

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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in a call-out contract to provide winter month snow plowing & sanding services on the main Roads and/or adjacent roadways for multiple locations located at or around the Ted Stevens International Airport (TSAIA) Anchorage Alaska, for the Department of Transportation & Public Facilities.

PRE-BID CONFERENCE: There will be a scheduled pre-bid conference on **December 16, @ 1:00pm** Alaska time. Located at **5740 DeHavilland Ave., Anchorage, 99502**

SITE INSPECTION: Bidders are strongly encouraged to visit the work site (see attached maps) so that they can see the conditions under which the work described in this ITB and Scope of Work 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 outlined in this ITB and Scope of Work.

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.

SUPPORTING INFORMATION: The state strongly desires that bidders 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 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.

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, parent hood, disability, or political affiliation of the bidder.

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 contracting 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 contracting officer does so without a contract and at their own risk.

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.

FEDERALLY IMPOSED TARIFFS

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

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

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of **Sam Baldessari**, Project manager, Program Coordinator-Airfield Maintenance, Ted Stevens Anchorage International Airport Department of Transportation & Public Facilities or his assigned designee.

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.

INSURANCE: Without limiting contractor's indemnification, it is agreed that 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 contracting officer prior to beginning work 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.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

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 of 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.

NONDISCLOSURE AND CONFIDENTIALITY: Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

CONTRACT PERIOD: The length of the contract will be from **date of award** through **May 31, 2023**, no renewals.

QUANTITY: As-Needed, Call-Out only.

ESTIMATED QUANTITIES: The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. **The state will use the estimated use numbers for the evaluation and award of the ITB but the state does not guarantee any minimum or maximum quantity/service.**

ALTERATIONS: The contractor must obtain the written approval from the contracting 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 contracting officer.

BASIS OF PAYMENT: Upon receipt of a monthly invoice, determined by the number of **callouts** as addressed on the bid sheet/schedule, contractor shall be paid for at the firm fixed contract price per location and **per occurrence** for the pay items shown in the Bid Schedule for each item. As soon as practical after each month's service, the Contractor will furnish the State with an itemized invoice for payment.

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the Contract Award. The ordering agency will only make payment after it receives the service and the invoice. Questions concerning payment must be addressed to the ordering agency. Send to: State of Alaska, DOT & PF, 5740 DeHavilland Ave., Anchorage, 99502 **see Scope of Work for instructions.**

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

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.

LIQUIDATED DAMAGES:

- Actual damages are difficult to assess, therefore it is mutually agreed that the contractor will pay the State damages at the rate of **\$50.00** per hour for each man-hour spent needed to correct the issue according to this ITB & Scope of Work; **and the cost** of Sanding and Equipment **rental** based off State Equipment Fleet (SEF) posted rental rates.
- The state will notify the contractor through email prior to enforcing the damages clause of this agreement.
 - This notification will include the following: areas of concern, # of man-hours involved and cost.
 - Cost of Equipment from SEF posted rental rates.
 - Sanding costs
 - If the contractor is unable to perform the work, the damages clause will be enforced at the rates specified above.
- By signature on this ITB, the bidder acknowledges and agrees to the terms and conditions listed above.

SUBCONTRACTOR(S): Will not be allowed under this contract.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

CONTRACT CANCELLATION: The State reserves the right to cancel the contract at its convenience upon thirty (30) calendar day's written notice to the contractor. The State is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

METHOD OF AWARD: Award will be made by lump sum to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items listed in the bid schedule.

SCOPE OF WORK
(SEE ATTACHED)

BID SCHEDULE

See attached maps for areas in need of service
See attached scope of work for detailed services

<u>ITEMS</u>	<u>DESCRIPTION</u>	<u>*ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u> Est Qty x Unit Price
1	SNOW PLOWING All Road Surfaces Shown on Attached Maps	20	PER CALL OUT	\$	\$
2	SANDING All Road Intersections and Other Specified Sections of Roads on Attached Maps	20	PER CALL OUT	\$	\$
		Items 1-2 <u>Grand Total</u> Plowing + Sanding →			\$

*No guaranteed minimum or maximum number of quantities/call-outs

BIDDER'S INFORMATION:

 Company Name

 Contact

 Mailing Address

 Phone Number

 City, State, Zip

 Fax Number
DOCUMENTS REQUIRED AT TIME OF BID OPENING:

- Complete and submit Page 1 of the ITB
- Alaska Bidder & Veteran Preference Form (attached 3-pages)
- Copies of Title, Registration, or lease/rental agreements **for all equipment** (see page 2 of Scope of Work)
- Complete and submit Bid Schedule (page 13 of ITB)
- All Mandatory Return Amendments (if applicable)
- Additional Services listed on page 10 of the Scope of Work

DOCUMENTS REQUIRED UPON CONTRACT AWARD:

- Alaska Business License (page 6)
- Proof Of Insurance (pages 9/10)
- Documents listed in section 1.3 of the Scope of Work under **Contract Start-Up Meeting**

1. SCOPE of WORK and SPECIFICATIONS

This ITB is intended to result in a performance-based contract for snow plowing, sanding, and related services for The Ted Stevens Anchorage International Airport (ANC), Airfield Maintenance (AFM) section. The areas in need of service are identified on the attached bid sheet and area maps. A contract resulting from this ITB will provide snow plowing and sanding on an as-needed basis.

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

- A. The contractor shall comply with all applicable Federal, State, and Local laws, regulations, codes, ordinances, and written directives. The Contractor must comply with all applicable State and Federal labor, wage and hourly rates, safety, and associated laws, which have a bearing on the services provided.
- B. The contractor shall provide for all supervision, materials, equipment, labor, and supplies to provide snow plowing and sanding to allow safe access to ANC public facilities. All work shall be performed according to industry standards, such as "Accredited Snow Contractors Association 'ASCA'" unless otherwise specified in this ITB.
- C. As applicable, the ANC Landside Snow and Ice Control Manual shall be used to guide contractor operations unless otherwise specified in this ITB. The project manager shall provide copies upon request.
- D. SAFE PRACTICES. Acceptable safe practices must be followed in the performance of work under a contract resulting from this ITB. The contractor must comply with all standards prescribed by ANC, the State of Alaska, Department of Labor, and Division of Labor Standards and Safety. The safety of the public, and employees of the building(s), are to be considered at all times.
- E. EQUIPMENT AND RESOURCES. The contractor's equipment must be suitable for the performance of this contract and must meet all pertinent State, Federal, and Airport regulations. Equipment must have current maintenance/inspection records in each vehicle cab, listing dates of inspection, deficiencies, and any corrective actions. Vehicle inspections must be done and notated on the vehicle inspection records, no less than once per week, to minimize the potential for leaks and/or spills.
 - E.1. MANDATORY MINIMUM EQUIPMENT LIST FOR CONTRACT SERVICES. The Contractor must have available the following equipment, or equivalent, to meet the requirements of this contract. Contractor must respond when called with ALL the following equipment to ensure an adequate allocation of resources at all locations in need of service. Equipment must be fully operational at the time of bid, and for the life of the contract, having passed a DOT inspection or equal.

Copies of current titles and/or registrations for the following equipment must be provided with the bid submission. Contractor must provide documentation to clearly demonstrate they have the following minimum equipment in their possession at the time of bid submission. A simple list of equipment will not be deemed sufficient. If contractor intends to lease/rent equipment, the contractor must supply valid documentation which *guarantees* the leased/rented equipment will be in the contractor's possession prior to the contract start-up meeting (within 1-2 weeks from when bids are due) . A lease agreement without the above-mentioned written guarantee will not be sufficient. No exceptions. All owned, leased or rented equipment must adhere to the following equipment specifications or you may be found nonresponsive, **by signature on this ITB you understand and agree to the required equipment & specifications.**

Item	Qty	Unit	EQUIPMENT SPECIFICATIONS
1)	2	EA	2005 Model or newer Grader with Competent Operator. Articulating Caterpillar 140 or equivalent with fourteen-foot (14') moldboard. Standard, 6 radial all-season siped tires, 6 tire chains, "Stay Back 50 Feet" signs, "Oversize" signs, rear back up light, amber strobe top and rear, tow chain/cable/strap, reflectors/flares. Additionally, equipment shall meet all State of Alaska, Division of Motor Vehicles requirements. ¾ inch straight edge cutting edges are standard. At the discretion of the Project Manager, cutting edges, defined as 1/2" straight edges and 5/8" serrated edges may be required and shall be paid at an additional 5% of the bid rate <i>if/when such blades are specifically requested by the Project Manager</i> .
2)	2	EA	3/4-ton (minimum) 4x4 pickup truck with competent operator. Each truck must meet the following specs. and shall be outfitted with the following attachments: <ul style="list-style-type: none"> • 2005 or newer • 10,000 lb. GVWR minimum • standard 8-10' snowplow attachment • Standard studded or soft compound rubber snow tires and tire chains for all wheels, tow chain/cable/strap, beacon, reflectors/flares.
3)	1	EA	Winter Traction Aggregate spread with specified truck and spreader . Minimum Sand Spreading Equipment: 2005 Model (or newer) 25,000 GVWR truck with newer chassis mounted sander, minimum 5-yard box/spreader with soft compound rubber snow tires, chains on all wheels. "Stay Back 50 Feet" signs, rear back up light, amber strobe top and rear, tow chain/cable/strap,

E.2. Contractor may be required to install GIS, telematic tracking devices on all equipment. ANC will supply devices and work with contractor regarding installation costs.

E.3. Storage. The contractor may be able to store certain vehicles and/or associated equipment on ANC premises with specific permission from the project manager at the contractor's risk. ANC will not be held liable for any damage to contractor's equipment while stored on ANC property.

E.4. Contractor must provide for a direct line of communication between contractor drivers/equipment operators and ANC personnel, preferably in the form of 2-way radio or hands-free cell phone.

- E.5. If equipment becomes inoperable or is replaced during the period of performance, the contractor must notify the Project Manager with the change and provide new titles, registrations, or lease agreements. The contractor must be able to show they meet the mandatory minimum equipment list at any time during the period of performance for a fully executed contract resulting from this ITB. **The Contractor will be responsible for providing an alternate equipment plan for scheduled services in the event the Contractor's equipment becomes faulty.** This plan will be provided to ANC procurement upon request. At no time will faulty equipment be an excuse for not performing a particular service described in the contract documents. Alternate equipment must be available and be delivered to the facility within 60 minutes of determination of need due to breakdown of dedicated equipment. This requirement is to assure all services are provided as scheduled in these contract documents.
- F. **PETROLEUM SPILL AND LEAKAGE.** The contractor is responsible for all cleanup actions required resulting from spills or equipment leakage during the performance of this contract in accordance with ANC and Alaska Department of Environmental Conservation (ADEC) regulations-at no added cost to ANC. If equipment is stored on-site, appropriate measures shall be taken to prevent leaks or spills and have at each equipment storage location an appropriately sized spill response kit at the site during performance of this contract. Failure to take reasonable and responsive corrective action within twenty-four (24) hours of an observed spill/leak, will result in the State taking corrective action as outlined in Defective Work section.
- G. **SPILL CONTROL.** The contractor shall immediately notify the Project Manager and prepare and submit a spill report whenever there is a suspected or confirmed leak, spill or release of oil, hazardous and/or regulated substance, during performance of this contract. The report shall be delivered to the Project Manager (via email and hard copy).
- H. **ACCIDENT REPORTING.** Vehicular and personal injury accidents must be reported immediately to ANC Police at: 907-266-2555 for emergencies and 907-266-2411 for non-emergencies. Contractor will notify the Project Manager as soon as practical, but not later than, four (4) hours after ALL accidents/incidents. Notification will include contractor name; contract title; type of contract; name of activity, installation, or location where accident occurred; date and time of accident; photos of damage; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.).
- I. **DEFECTIVE WORK & DAMAGES:** The contractor shall, at their own expense, remedy and correct any defect in service work performed identified by the Project Manager. The contractor shall, without additional cost to the State or Building Owner, make good and be fully responsible for all injury and/or damage to persons or property, including snow-covered objects/property, vegetation, curbs, sidewalks, and paved surfaces which may result from the contractor's or contractor's employees' fault or negligence. This includes damages resulting from the use of materials and equipment or from workmanship, which is inferior, defective, or not in accordance with the terms and conditions of this Invitation to Bid. See "Obstruction" and "Restoration" sections for more information. Where or when a defect in the contractor's work could result in injury to a private citizen or State employee, the State reserves the right to immediately correct the deficiency using the most expedient method available (State employee or private contractor), and deduct the cost incurred from monies owed the contractor.

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

- A. The contractor shall provide a contract site supervisor who shall be responsible for the performance of the work. The name of this person and an alternate(s), who will be available on a daily basis for communication regarding services and quality control with the State Project Manager, shall be designated in writing at the contract kick-off meeting. The contract site supervisor, or alternate, shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract. The contract site supervisor, or alternate must be available via 24-hour phone communication and must be able to meet with the State Project Manager within two hours of notification of any valid customer complaint or contract service deficiency. The contract site supervisor and alternate(s) must be able to read, write, speak, and understand the English language.
- B. Additionally, the contract supervisor is responsible for enforcing the following guidelines: At least one person of the work crew who can speak, read, and write English fluently must be present at all times during scheduled services.
 - Contractor employees appearing to be under the influence of alcohol or drugs shall not be permitted on the premises.
 - Contractor employees shall not use or tamper with any federal or state property while performing services under a contract resulting from this ITB.
 - No business solicitations from Contractor or contractor employees, to solicit additional private business from building occupants, shall be allowed during performance of services under contract. This also prohibits notes or advertisements posted to bulletin boards.
 - Failure to enforce the above guidelines will be grounds for contract cancellation. The contract site supervisor will be on the job site at all times during performance of work.
- C. **Security Badging/Security Gate Access:** This contract does not require contractor employee badging.
- D. Contractor personnel shall present a neat appearance. Contractor vehicles and personnel shall be easily recognizable while on the installation in conjunction with this contract. This shall be accomplished through vehicle decals and the wear of distinctive clothing, vests, overcoats, or hats, bearing the company name or logo. The coloring or design of the items selected should be such that identifies personnel easily and quickly for reasons of safety and personal protection. ANSI/ISEA 107, Class 2 (or greater) reflective vests/coats shall be worn when personnel are outside of vehicles. The State is authorized to restrict the employment under the contract of any contractor employee or prospective contractor employee, who is identified as a potential threat to health, safety, security, general well-being, or operational mission of the installation and its population.

- E. The contractor and all employees shall be capable and experienced in the contract work to be performed. The State may require removal of any worker from the work area whose continued employment on the premises is deemed contrary to the public or State's best interest.
- F. No minors under the age of eighteen (18) years, including family members of the contractor or their employees, are to be on the property/facility during contract work hours and are prohibited from performing any work under a contract resulting from this ITB.

1.3 MANDATORY Contract Start-up Meeting. Before award of the contract and Prior to beginning any work on the contract, the Contractor will meet with the State Project Manager at a mutually agreed upon time and location, at no additional cost. **By signature on this ITB you agree and will adhere to this requirement.** The purpose of the meeting will be to discuss the Contractor and State Project Manager's expectations, review the scope of work and specifications, and exchange contact information. The following information will be provided at the meeting:

- A. Contractor to provide:
 - Contract Site Supervisor, and alternate, contact information;
 - A copy of contractor's quality control procedures;
 - Names of employees, operators, and any back-up personnel and copies of their state driver's license or state ID for access approval; Escort privileges are available for key company personnel by approval of the Project Manager.
 - A list of all equipment (backup equipment plan) proposed to be used by the Contractor in performing services under the contract (this is in addition to the mandatory minimum equipment list submitted with a bid).
- B. State Project Manager to provide:
 - Briefing on project and project management including snow measurement information.
 - Briefing on ANC spill response procedures.
 - Briefing on safety protocols and expectations for each service location under this ITB.
 - Briefing on how payment is to be issued.
 - Briefing on how to document crew response/arrival times and departure times.
 - Briefing/Clarification on Designated Sand distribution areas

1.4 Bid Structure and Technical Description of Services. The contractor shall provide for all supervision, materials, equipment, labor, and supplies to provide snow plowing and sanding, and services to allow safe access to and use of all of the identified facilities and areas, on the attached maps.

- A. Bid Structure. Road snow plowing (all roads included) shall be bid at one standard rate per "call out". Sanding of all affected road surfaces, when requested, will also be bid at one standard rate per "call out". A "call out" consists of the project manager, or designee, calling the contractor to specifically request plowing and/or sanding services. See attached bid schedule for additional information. The project Manager or designee will authorize the commencement of any and all snow plowing and/or sanding services. Snow is snow and no difference or allowance will be made for snow depth, "wet snow", "dry snow", "drifted snow", "frozen" or "packed" snow.

- B. Obstructions. The contractor will physically mark any unmarked obstructions, or potential obstructions, in service areas and maintain those markings throughout the season. Obstructions may be marked with bright color delineators, cones, candle sticks, or barricades. Employees responsible for performing services must be made aware of the locations of obstructions prior to performing services. Identifying obstructions or potential obstructions by additional means such as pictures and/or video is encouraged. Obstructions include, but are in no way limited to, manhole covers, utility access covers, rip rap, etc., parking lot entrance approaches, roadway curves and curbs, and, as necessary, marking snow removal boundaries identified in the contract.
- C. Snow Plowing and Snow Removal. Snow plowing and snow removal means all plowing and stacking/piling of snow that has fallen in the identified service areas on the attached maps and removal of built-up, packed snow or ice from plowed areas. The contractor must plow and remove snow from areas identified on the attached maps according to the direction of the Project Manager, upon a snow event as identified in this section.
- D. Priorities. The priorities for clearing Lots shall be in accordance with the ANC Landside Snow and Ice Control Manual as follows. Use Attached maps for further guidance. Upon call-out, start plowing at **Priority 1**.
- Priority 1: Postmark Drive (To include Rockwell, Lockheed and Boeing)
 - Priority 2: International into the South Terminal
 - Priority 3: North Terminal and Loading Dock area at South Terminal
 - Priority 4: Lake Hood Drive
 - Priority 5: Old International, West 50th Ave., and South Aircraft Dr.
 - Priority 6: All other roads around Lake Hood
 - Priority 7: South Airpark roads
 - Priority 8: Kulis roads
- E. Snow Storage and Hauling. The contractor will not be expected to haul snow off-site but will be required to stack snow in areas designated on attached maps (if applicable). Snow shall be piled in the exact locations shown and shall not be piled on unpaved surfaces. Snow piles shall be stacked to minimize the overall footprint of the pile, to avoid interference with snow chutes, and to minimize traffic impedance to the greatest extent possible.
- F. Sanding. Sanding means the spreading of aggregate material on plowed or slippery areas, as requested by the Project Manager. Contractor shall maintain an adequate stockpile of dry sand/aggregate in order to deliver requested sanding services without delay. See more information and specifications below.

1.5 Service Requirements. All services shall be performed according to the specifications and directions prescribed in this Invitation to Bid. All contract work shall be completed without interfering with the proper performance of State business or work being done by other contractors. ANC Airfield Maintenance reserves the right to conduct additional, supplementary snow and ice control/snow plowing/snow removal at any time.

- A. Service areas, as identified in the attached area maps, must be serviced according to the direction of the Project Manager. When a snow event occurs, the Project Manager or designee will notify the contractor with service request information via phone call and followed up via written email. Services (snow plowing and/or sanding) shall be performed on a "call out" basis ONLY. The contractor shall not perform any services unless specifically requested to do so and will not be compensated for unrequested services. The selected contractor will be contacted when snow accumulation reaches approximately 1.5" (*or any depth deemed appropriate by ANC-Airfield Maintenance*) and will be expected to arrive onsite performing work **within 2 hours after initial contact**. After arrival, the contractor will be expected to complete plowing and sanding of all surfaces **within 6 hours**. **Keep in mind the anchorage airport is a 7-days a week, year round, 24hr facility; you may be called at odd hours throughout the night, and you must arrive on site within 2hrs after initial call-out. By signature on this ITB, you understand and will adhere to these requirements.**
- A.1. Continuous Snow Removal. If the contractor is asked to remain on site to continue plowing after all surfaces have been plowed and sanded one-time, the contractor will be compensated for an additional "call out" to once again plow and sand all surfaces a 2nd time.
- B. The contractor **will be required to provide snow and ice control services seven days a week, including weekends and holidays, at any time of day or night** (NOTE: The state will not pay for contractor overtime costs, only the agreed upon costs of the contract).
- C. Contractor shall ensure all spoil (snow removed from areas under this contract) is pushed, hauled, and/or stacked within the designated snow collection areas/snow piles (If applicable. See attached maps). To the greatest extent possible, snow shall not be allowed to accumulate in a manner that would restrict vision for intersections of roadways and driveways and intersections of roadways and parking lots. Snow shall not be plowed against any fence (minimum 10' clear space required), buildings, equipment, telephone poles, fire hydrants, or storage containers without written authorization by the Project Manager. No snow or ice berms shall be left at driveway/roadway entrances or access points.
- D. Gates are to be free and clear of snow and ice a minimum of 24" on each side of the gates length in the open and closed position. Gate will have unobstructed operation. Dumpsters are to be free and clear of snow and ice a minimum of 24" in front to allow for unobstructed access by foot or vehicle. At no time shall snow be piled or plowed in front of gates, doors or dumpsters.
- E. Within parking lots (if applicable to this contract), snow shall be plowed the full width of all lanes in between rows of parked cars without berms that impede the movement of cars in and out of parking spaces. Snow shall also be plowed the width of unoccupied parking spaces when 2 or more spaces become available, side-by side.
- F. As necessary, all areas identified for snow removal are to be plowed and scraped with plow blade down pressure. Down pressure is required on the cutting edge of the attachment to keep hard-packed snow/ice buildup below 1 inch. Use of a pickup truck on the main roads is not allowed and will be deemed insufficient. Roads are to be cleared to a width to include two feet outside the white painted lines (fog lines) on the road edges. Where no fog lines exist, roads are to be kept clear two feet outside the road edges.

- G. Sanding will be ordered on an as needed basis by the Project Manager for the identified service areas on the attached maps. Sand, when specifically requested, will be evenly dispersed over the entire parking lot areas identified or, in the case of roadways, the full width of the road within specified locations and all intersections. Sand should be applied at a rate of approximately one cubic yard per 30,000 square foot of surface area. Sand supplied for this contract shall be washed, contain no muck, frozen material, roots, sod, clay, dust or other objectional matter, and shall conform to the following gradation specifications *unless otherwise specified in this document*. No previously used, unwashed sand (i.e. "sweep tailings") shall be allowed. **FYI: previous seasons the Apt has used up to 900 tons of sand through a full winter season.**

The Project Manager or designee may require contractor to show proof of material meeting the following specifications.

Traction Aggregate Specifications	
Sieve Designation	% Passing by Weight
3/8"	100
#4	70-100
#8	0-35
#16	0-10
#30	0-5
#200	0-1

1.6 Project Manager Service Requests. The Project Manager will notify the contractor when service is required at each service area and the level of service being requested. Notification will take place via phone and followed up in writing by the Project Manager to the contractor's identified Contract Supervisor. The contractor will provide services as requested by the Project Manager, including performing priority service for areas as identified by the Project Manager and within this ITB. There may be additional services required in addition to regular snow plowing and ice control services (including but not limited to cutting back berms, snowdrifts, and slush removal). The Project Manager will request these services as needed. These "additional services" will be billed at an hourly rate dependent on equipment and services requested. Hourly rate should include all labor, time, and equipment costs in one rate price (see Bid Schedule).

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

- A. **WORK INSPECTIONS:** The Contractor or Contractor's Designee shall, upon notification by the Contracting Agency, be present at the contract site to conduct an inspection with the agency's representative. Inspections with the State's representative may take place anytime and at the sole discretion of the Contracting Agency. If the Contractor fails to appear for an inspection or a deficiency is not corrected within the stated period of time, the Contracting Agency may hire another firm to correct the deficiency and invoice the contractor for the cost. The contractor's failure to pay the State may interfere with the full payment for services rendered during the next invoicing cycle. Any carryover of non-corrected deficiencies will be considered a Breach of Contract. The Project Manager reserves the right to perform inspection of work at any time, with or without the contractor or contractor's designee present.

- B. **CORRECTION OF DEFICIENCIES:** All deficiencies must be brought into compliance with contract specifications; work to begin within four (4) hours of the notice and be actively engaged in continuous on-site effort until all deficiencies comply with contract specifications. Any carryover of non-corrected deficiencies may be grounds for the State to declare the contractor in default.
- C. **CONTRACT DEFICIENCIES:** The contractor's failure to provide a service required by this contract will be grounds for the State to issue a contract deficiency notice to the contractor. The notice will be provided to the contractor in writing via; letter or email from the Project Manager or their designee. The contractor will advise the State, in writing, of the corrective action being taken. If a deficiency is not corrected within twelve (12) hours from the time it is identified, the State may issue another notice and procure, from another contractor (or state staff), the services necessary to correct the deficiency. The contractor will then be obligated to reimburse the State for the amount required to correct the problem. The Project Manager will communicate the amount owed to the contractor prior to the next billing cycle. Outstanding deficiencies may be followed up with a Cure Letter from the Procurement Office. If a contractor gets more than three (3) substantiated Cure Letters in a sixty (60) day period, it may be grounds for the State to declare the contractor in default and terminate the contract.

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

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

ADDITIONAL SERVICES: The following additional services/equipment and associated rates will not be included as part of the bid evaluation but will be considered with an awarded contract. Keep in mind these additional service prices are not part of the evaluation of bids and are not considered mandatory use. The State may or may not utilize these services and may seek other remedies depending on availability and pricing. Contractor will only be compensated for the following equipment/services when these additional services are specifically requested (separate from above “callout” service). Hourly compensation, when applicable, shall be on hours equipment is actually utilized within the service area (mobilization/travel time not compensated).

Specific Equipment and Service	Hourly Rate or Unit Rate
2005 Model or newer Grader with Competent Operator. Articulating Caterpillar 140 or equivalent with fourteen-foot (14') moldboard. Standard, 6 radial all-season siped tires, 6 tire chains, “Stay Back 50 Feet” signs, “Oversize” signs, rear back up light, amber strobe top and rear, tow chain/cable/strap, reflectors/flare. Additionally, equipment shall meet all State of Alaska, Division of Motor Vehicles requirements. ¾ inch straight edge cutting edges are standard. At the discretion of the Project Manager, cutting edges, defined as 1/2” straight edges and 5/8” serrated edges may be required and shall be paid at an additional 5% of the bid rate if/when such blades are specifically requested by the Project Manager.	Price per Hour \$ _____
3/4-ton (minimum) 4x4 pickup plow truck with competent operator. Each truck must meet the following specs. and shall be outfitted with the following attachments: <ul style="list-style-type: none"> • 2005 or newer • 10,000 lb. GVWR minimum • standard 8-10' snowplow attachment Standard studded or soft compound rubber snow tires and tire chains for all wheels, tow chain/cable/strap, beacon, reflectors/flare.	Price per Hour \$ _____
Winter Traction Aggregate spread with specified truck and spreader. Minimum Sand Spreading Equipment: 2005 Model (or newer) 25,000 GVWR truck with newer chassis mounted sander, minimum 5-yard box/spreader with soft compound rubber snow tires, chains on all wheels. “Stay Back 50 Feet” signs, rear back up light, amber strobe top and rear, tow chain/cable/strap.	Price per Yard Spread \$ _____
Snow Hauling (Per-Yard Hauled). *If requested, snow will be hauled to an airport dump site located at the intersection of Lake Hood Drive and Helio Place.	Price per Yard Hauled \$ _____

END of Scope of Work

See Attached Maps

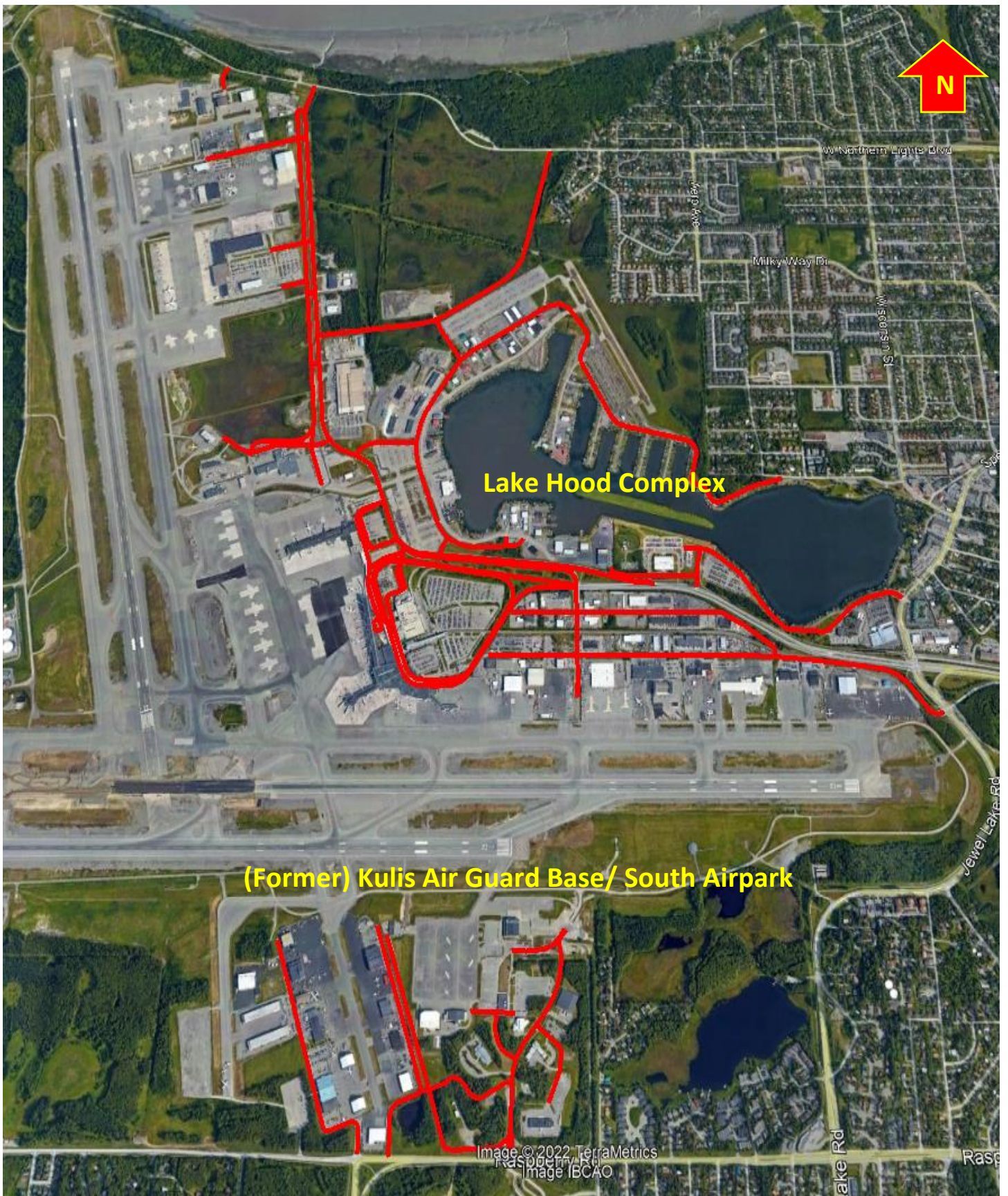


Figure 1. ANC Airport Perimeter Roads in Need of Service. Approximately 39 lane miles total.



Figure 2. ANC Airport Perimeter Roads in Need of Service. Terminal Roads.

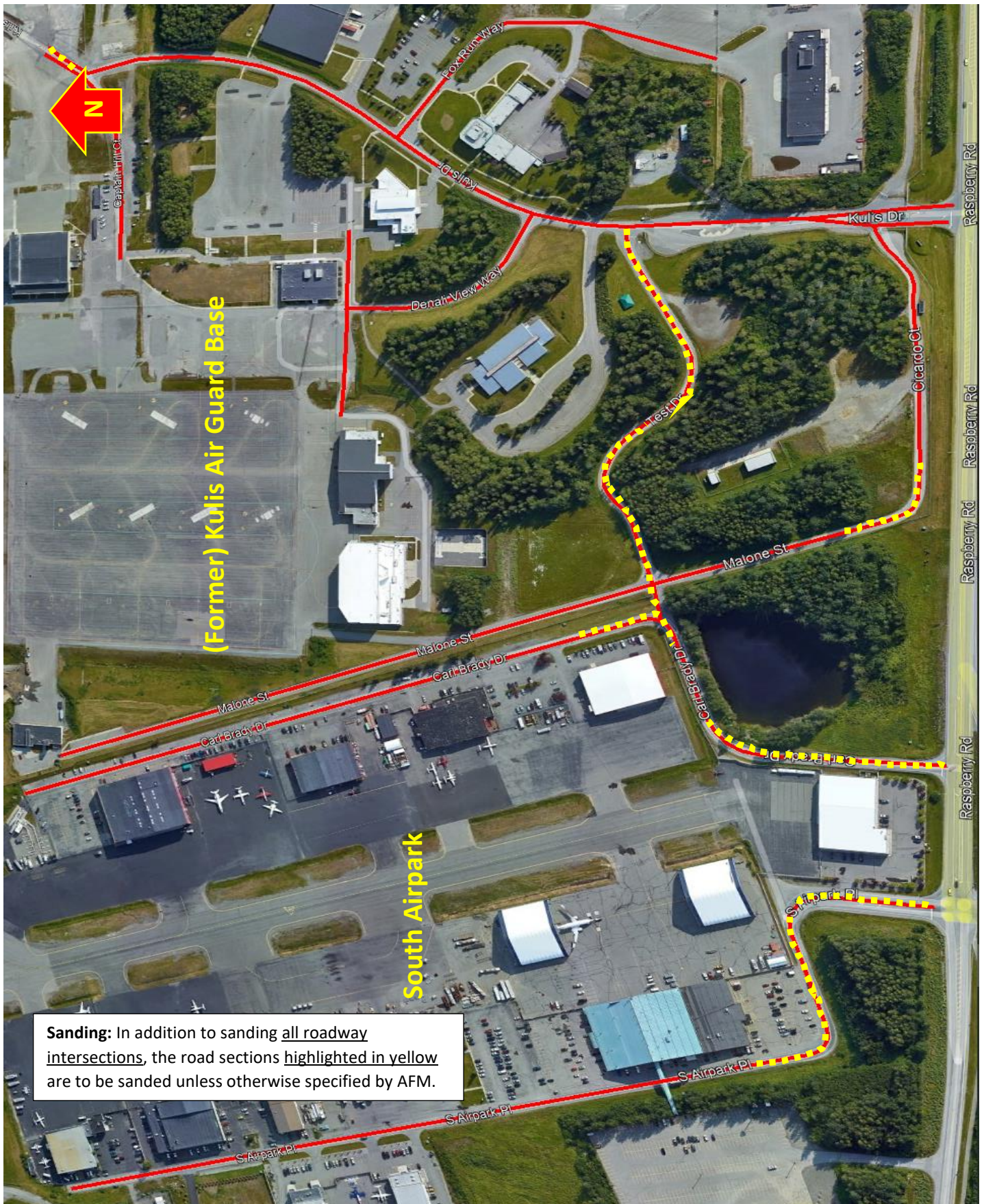


Figure 3. ANC Airport Perimeter Roads in Need of Service. Former Kulis Air Guard Base/South Airpark



Sanding: In addition to sanding all roadway intersections, the road sections highlighted in yellow are to be sanded unless otherwise specified by AFM.



Figure 4. ANC Airport Perimeter Roads in Need of Service. North Postmark & Assoc.

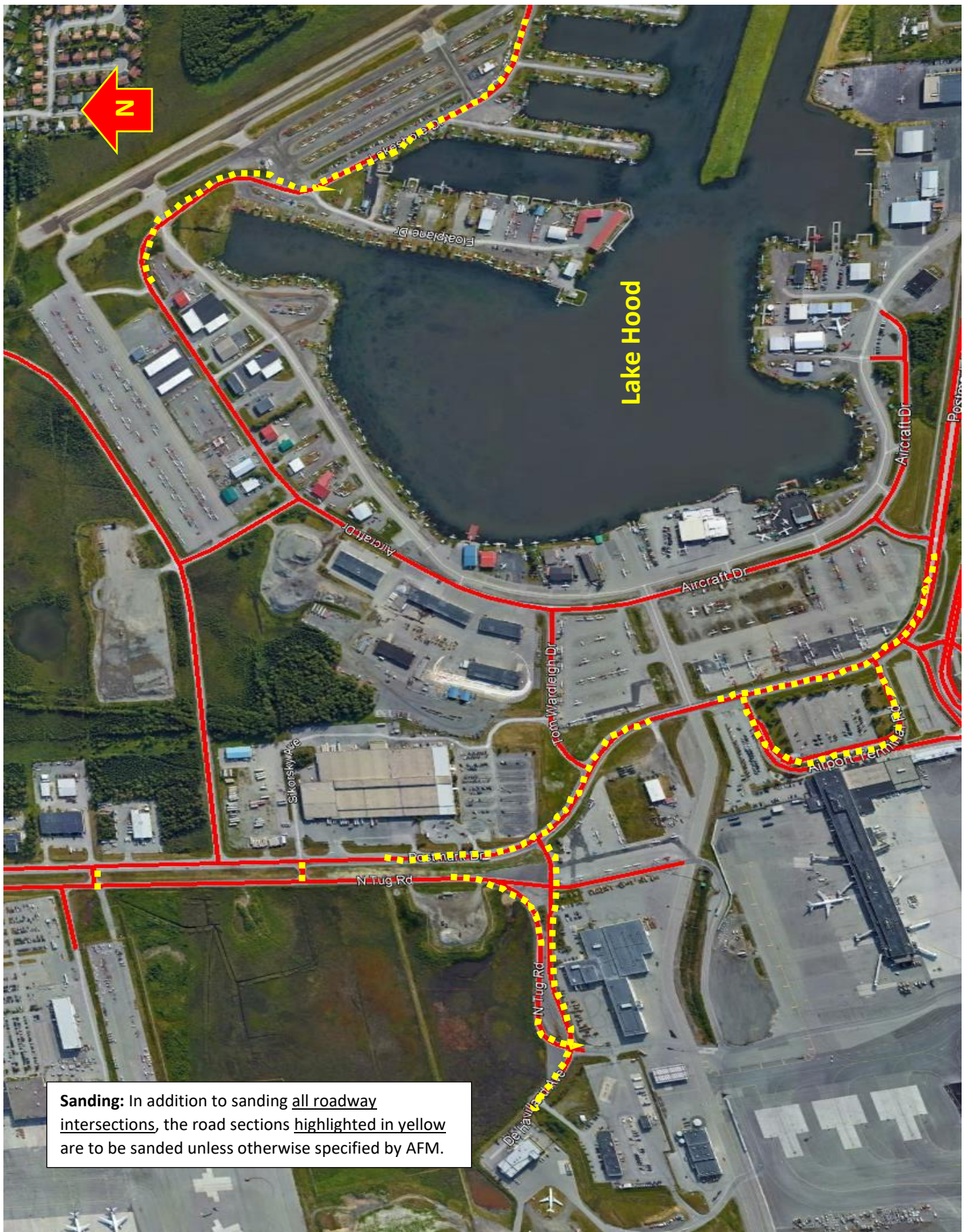


Figure 6. ANC Airport Perimeter Roads in Need of Service. Lake Hood Complex West

ANC Perimeter Road Miles in Need of Contractor Service

Chart below Coincides with Google Earth Saved Places

	Miles in Need of Service	Approx. # Lanes	Lane Miles
General			
Postmark 1 (N. end)	2.29	3	6.87
Post Mark 2 (S. end)	0.5	3	1.5
Boeing Ave.	0.1	2	0.2
North Term. Rd. Loop 1	0.25	3	0.75
North Term. Rd. Loop 2	0.16	2	0.32
W. Intl' Airport Rd. 1	1.34	2	2.68
W. Intl' Airport Rd. 2	1	2	2
W. Intl' Airport Rd. 3	0.1	2	0.2
W. 50th. Ave.	0.7	2	1.4
DeHavilland Ave.	0.3	2	0.6
North Tug Rd. 1	1.2	2	2.4
North Tug Rd. 2	0.21	2	0.42
Old Intl' Airport Rd.	1.15	2	2.3
S. Aircraft Dr. 1	0.27	2	0.54
S. Aircraft Dr. 2	0.01	2	0.02
Tower Rd. & C Plaza	0.35	2	0.7
Terminal Connector Rd.	0.1	2	0.2
Rockwell Ave.	0.1	2	0.2
N17 Gate Rd.	0.1	2	0.2
Cab Overflow Rd. 1	0.18	2	0.36
Cab Overflow Rd. 2	0.1	2	0.2
Lake Hood Complex			
Lake Hood Dr.	1	2	2
Aircraft Dr.	1	2	2
Lakeshore Dr.	1	2	2
Helio Pl.	0.14	2	0.28
Lockheed Ave.	0.3	2	0.6
Tom Wardleigh Ave.	0.17	2	0.34
Lear Ct.	0.23	2	0.46
Rutan Pl.	0.1	2	0.2
Heliport Pl.	0.01	2	0.02
Aviation Ave.	0.67	2	1.34
Vought Cir.	0.01	2	0.02
Kulis/South Airpark			
Malone St.	0.43	2	0.86
Cicardo Ave.	0.14	2	0.28
Carl Brady Dr.	0.5	2	1
Test Dr.	0.22	2	0.44
Denali View Wy. 1	0.11	2	0.22
Denali View Wy. 2	0.1	2	0.2

Fox Run Wy.	0.18	2	0.36
Kulis Dr. 1	0.47	2	0.94
Kulis Dr. 2	0.1	2	0.2
Captain Hill Ct.	0.14	2	0.28
S. Airpark Pl.	0.52	2	1.04

Totals 18.05 39.14



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?	<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**: _____

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: _____

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 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**: _____

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 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 _____ and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____