

# STATE OF ALASKA

## INVITATION TO BID (ITB)

TITLE OF ITB: GRADER, WING AND PLOW  
BLADES



ITB NUMBER: 2523H085

ISSUE DATE: MAY 10, 2023

### ONE TIME PURCHASE OF DUAL CARBIDE GRADER, WING, AND PLOW BLADES FOR DELIVERY TO VARIOUS LOCATIONS ACROSS THE STATE.

**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.

Tom Mayer, Procurement Specialist	Company Submitting Bid	
Telephone: 907-465-8855	Printed Name	
Fax: 907-465-3124	Authorized Signature	
Email: tom.mayer@alaska.gov	Date	
	Federal Tax ID Number	
	Telephone Number	
	Email Address	
	Alaska Business License #	

## TABLE OF CONTENTS

SECTION ONE: INTRODUCTION AND INSTRUCTIONS		
Section	Description	Page
1.01	Purpose of the ITB	5
1.02	Deadline for Receipt of Bids	5
1.03	Prior Experience	5
1.04	Invitation to Bid (ITB) Review	5
1.05	Questions prior to deadline for Receipt of Bids	5
1.06	Site Inspection	5
1.07	Submitting Bids	5
1.08	Bid Forms	6
1.09	Bid Guarantee	7
1.10	Prices	7
1.11	Pre-Bid Conference	7
1.12	Assistance to Bidders with a Disability	7
1.13	Amendments to Bids	7
1.14	Amendments to the ITB	8
1.15	ITB Schedule	8
1.16	Alternate Bids	8
1.17	Supporting Information	8
1.18	Firm, Unqualified, and Unconditional Offer	9
SECTION TWO: CONTRACT INFORMATION		
2.01	Contract Term	10
2.02	Contract Administration	10
2.03	Contract Funding	10
2.04	Contract Extension	10
2.05	Contract Changes – Unanticipated Amendments	10
2.06	Subcontractors	10
2.07	Joint Ventures	10
2.08	Contract Performance Location	10
2.09	Right to Inspect Place of Business	11
2.10	Manufacturer and Brand Offered	11
2.11	Accessories	11
2.12	New Equipment	11
2.13	Technical Specifications Sheet	11
2.14	Brand Specific	12
2.15	Parts	12
2.16	Workmanship and Materials	12
2.17	Order Placement	12
2.18	As Needed Orders	12

**STATE OF ALASKA – INVITATION TO BID  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES**

**ITB 2523H085  
DUAL CARBIDE GRADER, WING, AND PLOW  
BLADES**

2.19	As Needed Order Shipping Costs	13
2.20	Alterations	13
2.21	Discontinued Items	13
2.22	Certification of Compliance	13
2.23	Acceptance	13
2.24	Warranty	13
2.25	Liquidated Damages	14
2.26	Delivery F.O. B. Destination Point	14
2.27	Packaging	14
2.28	Advance Notice of Delivery	14
2.29	Additional delivery Requirements and Documentation	14
2.30	Shipping Damage	14
2.31	Inspection and Modification-Reimbursement for Unacceptable Deliverables	15
2.32	Continuing Obligation of Contractor	15
2.33	Quantities	15
2.34	Contract Prices	15
2.35	Price Decreases	15
2.36	Contract Price Adjustments	16
2.37	Informal Debriefing	16
2.38	Indemnification	16
2.39	Insurance	16
2.40	Mandatory Reporting	17
2.41	Billing Instructions	17
2.42	Invoicing	17
2.43	Payment for State Purchases	18
2.44	Prompt Payment for State Purchases	18
2.45	Third Party Financing Agreements Not Allowed	18
<b>SECTION THREE: LOT DEFINITIONS</b>		
3.01	Grader, Wing, and Plow Blade Lot Definitions	19
<b>SECTION FOUR: EVALUATION AND CONTRACTOR SELECTION</b>		
4.01	Evaluation of Bids	20
4.02	Compliance with ADA	20
4.03	Bidders with Disabilities	20
4.04	Application of Preferences	20
4.05	Alaska Bidder Preference	21
4.06	Alaska Veteran Preference	21
4.07	Use of Local Forest Products	22
4.08	Local Agriculture and Fisheries Product Preference	22
4.09	Alaska Product Preference	22
4.10	Employment Program Preference	22
4.11	Alaskans with Disabilities Preference	22

**STATE OF ALASKA – INVITATION TO BID  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES**

**ITB 2523H085  
DUAL CARBIDE GRADER, WING, AND PLOW  
BLADES**

4.12	Preference Qualification Letter	22
4.13	Extension of Prices	23
4.14	Method of Award	23
4.15	Notice of Intent to Award	23
<b>SECTION FIVE: GENERAL PROCESS AND LEGAL INFORMATION</b>		
5.01	Alaska Business License and Other Required Licenses	24
5.02	Vendor Tax ID Number	24
5.03	Authority	25
5.04	Compliance	25
5.05	Suitable Materials, Etc.	25
5.06	Specifications	25
5.07	Contractor Site Inspection	25
5.08	Order Documents	25
5.09	Human Trafficking	25
5.10	Right of Rejection	26
5.11	State Not Responsible for Preparation Costs	26
5.12	Disclosure of Bid Contents	26
5.13	Assignments	27
5.14	Force Majeure ( Impossibility to Perform)	27
5.15	Default	27
5.16	Disputes	27
5.17	Severability	27
5.18	Contract Cancellation	27
5.19	Governing Law, Forum Selection	27
5.20	Solicitation Advertising	28
5.21	Qualified Bidders	28
5.22	Federally Imposed Tariffs	28
5.23	Protest	29
<b>SECTION SIX: ATTACHMENTS</b>		
6.01	Attachments	30

## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation and Public Facilities, Statewide Contracting and Procurement, is soliciting bids for the purchase of Dual Carbide Grader, Wing, and Plow Blades for delivery to various locations within Alaska for the Department of Transportation and Public facilities. **See Attachment A, Bid Schedule** for delivery locations.

### SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

**BIDDERS RESPONSE:** Bids must be received no later than **2:00PM prevailing Alaska Time on April 30, 2023**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

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

### SEC. 1.03 PRIOR EXPERIENCE

No specific minimums have been set for this ITB.

### SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

### SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

### SEC. 1.06 SITE INSPECTION

Does not apply to this project.

### SEC. 1.07 SUBMITTING BIDS

**BIDDER RESPONSE:** 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:

**Submitting by US Mail:**

Department of Transportation and Public Facilities  
Division of Administrative Services  
Attn: Tom Mayer  
RFP 2523H085

**Submitting by Courier Service**

Department of Transportation and Public Facilities  
Division of Administrative Services  
Attn: Tom Mayer  
RFP 2523H085

STATE OF ALASKA – INVITATION TO BID  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

ITB 2523H085  
DUAL CARBIDE GRADER, WING, AND PLOW  
BLADES

Dual Carbide Grader, Wing, and Plow Blades P.O. Box 112500 Juneau, AK 99811-2500	Dual Carbide Grader, Wing, and Plow Blades 3132 Channel Drive, Suite 350 Juneau, AK 99801
--	---

**IMPORTANT NOTE:** There are no overnight express mail or courier delivery services to Juneau, Alaska. All expedited mail or courier services take at least 2 nights. This is true for other courier vendors as well such as Federal Express.

The State of Alaska provides one Invitation to Bid (ITB). Additional ITBs may be purchased for the cost of reproduction, \$.25 per page.

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

It is the bidder's responsibility to contact the issuing agency at 907-465-8448 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

**NOTE:** Email Bids are not acceptable for this project.

## SEC. 1.08 BID FORMS

**BIDDERS RESPONSE:** 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

**BIDDER RESPONSE:** 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 BID GUARANTEE

**BIDDERS RESPONSE: Bids must be accompanied** by a bid guarantee in the form of a **Certified or Cashier's check** or money order in the amount of \$5,000.00 made payable to the State of Alaska.

\*Bid Bonds will not be accepted as a bid guarantee

\*An individual surety will not be accepted as a bid guarantee

The bid guarantees will be returned to Bidders as soon as practical after award has been made.

*Bidders must submit their bid guarantee with their bid in order to be considered responsive.*

## SEC. 1.10 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.

## SEC. 1.11 PRE-BID CONFERENCE

A pre-bid conference will not be held for this project

## SEC. 1.12 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. 1.13 AMENDMENTS TO BIDS

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

### SEC. 1.14 AMENDMENTS TO THE ITB

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

### SEC. 1.15 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
ITB Issued	NA	May 10, 2023
Deadline for Receipt of Bids / Bid Due Date	2:00pm	May 30, 2023
Bid Evaluations Complete	NA	June 6, 2023
Notice of Intent to Award	NA	June 6, 2023
Contracts Issued	NA	June 19, 2023
Contractor delivers to each location	Varies	Varies

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 and 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. 1.16 ALTERNATE BIDS

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

### SEC. 1.17 SUPPORTING INFORMATION

**BIDDERS RESPONSE:** In addition to **Attachment E, Specification Verification Form**, bidders shall also 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 to confirm 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. 1.18 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.

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.

## SECTION 2. CONTRACT INFORMATION

### SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award through February 28, 2024.

### 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 and Public Facilities, Statewide Contracting and Procurement.

### SEC. 2.03 CONTRACT FUNDING

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

### SEC. 2.04 CONTRACT EXTENSION

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

### SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

### SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

### SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

### SEC. 2.08 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 10 days prior to the deadline for receipt of bids.

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

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

## SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

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

## SEC. 2.10 MANUFACTURER AND BRAND OFFERED

Unless otherwise specified, when manufacturer and brand names are used to specify the type and quality of the goods desired, Bidders must clearly indicate the manufacturer and part number on the bid schedule for all items they intend to provide. The Bidder's failure to identify the manufacturer and brand offered may cause the State to consider the offer non-responsive and reject the bid.

## SEC. 2.11 ACCESSORIES

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

## SEC. 2.12 NEW EQUIPMENT

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

## SEC. 2.13 TECHNICAL SPECIFICATIONS SHEET

**BIDDER RESPONSE:** In addition to Attachment E, Specification Verification Form, bidders must also submit technical specification sheets offered with their bid for the products offered in each Lot. The technical specification sheets must be annotated and show specifically where the technical sheet shows the minimum specification items as seen in Attachments B and E.

The technical specification sheets must provide a detailed analysis that establishes sufficient evidence that the product meets DOT/PF specifications.

A Bidder's failure to provide this information with their bid may cause the State to consider the offer nonresponsive and reject the bid. **Bidders must annotate the required specifications for ease of evaluation.**

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.

#### SEC. 2.14 BRAND SPECIFIC

All items within this ITB are designated brand specific. No substitutions for the manufacturer/brands specified below will be allowed. Please see **Attachment B, Product Specifications** for details related to each lot.

There is One Lot. For this single lot, the State will only accept bids for products produced by the following manufacturers:

1. Caterpillar
2. Kennemetal
3. Black Cat
4. Bucyrus
5. Valk Manufacturing
6. Kueper

Failure to submit items for bid that are not manufactured by the designated brands will cause the vendor's bid to be deemed non-responsive and rejected.

#### SEC. 2.15 PARTS

Only parts designed for the purpose they are being used, and warranted as new, may be used in the repair of State equipment.

#### SEC. 2.16 WORKMANSHIP AND 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 product. The State will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the Contractor at the Contractor's risk and expense.

#### SEC. 2.17 ORDER PLACEMENT

The states Grader, Wing, and Plow blade quantities as seen on Attachment A, Bid Schedule are the states firm order quantities for this contract. Upon final evaluation of bids, a delivery order will be issued to each awarded contractor by the Procurement Officer of record for the lots awarded.

#### SEC. 2.18 AS NEEDED ORDERS

In the event the state requires additional products, the state reserves the right to place "As Needed" orders at the awarded price per each specific blade. In addition, the state further reserves the right to purchase blades available through the authorized reseller of each brand of products even if the requested blade was not part of the firm order.

## SEC. 2.19 AS NEEDED ORDER SHIPPING COSTS

The state shall pay actual shipping costs for all As Needed Orders placed during the term of this contract.

## SEC. 2.20 ALTERATIONS

The Contractor must obtain the written approval from the Procurement Officer prior to offering any product that demonstrates alterations to the specifications contained in this ITB. The State is not responsible for payment if alterations do not have prior written approval from the Procurement Officer.

## SEC. 2.21 DISCONTINUED ITEMS

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

## SEC. 2.22 CERTIFICATE OF COMPLIANCE

**BIDDER RESPONSE:** Bidders must provide written confirmation **from the manufacturer** that the materials offered meet specifications set forth in the ITB for the lot offered.

This written confirmation, or Certificate of Compliance (COC), must be certified by an authorized representative of the manufacturer. The COC is a signed statement “certifying compliance to the specifications set forth in this ITB No. 2523H085”.

**A Bidder’s failure to submit a written certification of compliance from the manufacturer with their bid may cause the State to determine the bid non-responsive and reject the bid.**

The COC shall represent the Contractor’s acknowledgement in assuming the sole responsibility for each shipment’s compliance to specifications defined in **Attachment B, Product Specifications**.

## SEC. 2.23 ACCEPTANCE

If at any time the product fails to meet specifications, the State will at its option, cancel the contract, or allow the Contractor to replace the defective product. In no instance will the State be responsible for any additional costs associated to remedy a defective product provided by the Contractor.

## SEC. 2.24 WARRANTY

The Contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of twenty-four (24) months. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost to the State, including but not limited to, transportation, freight, handling, and overhead. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The State is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and

2. if the State's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

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

## SEC. 2.25 LIQUIDATED DAMAGES

Late delivery will cause the State to suffer damages. Actual damages will be difficult to assess; therefore, by signature on the front page of this ITB, it is mutually agreed that the Contractor will pay the state damages at the rate of \$100 dollars per occurrence for each calendar day beyond the delivery date called for in the ITB for a location.

## SEC. 2.26 DELIVERY F.O.B. DESTINATION POINT

All items shall be delivered F.O.B. destination as identified on the Bid Schedule **no sooner than July 1, 2023 and no later than September 30, 2023** unless otherwise noted on the Bid Schedule.

**Locations seen in Red on Attachment A require earlier delivery as seen on Attachment A.**

See **Attachment C, Points of Contact** for specific F.O.B. points and contacts.

F.O.B. Points with an (\*) indicate locations in remote areas with limited barge service.

By signature on the face page of this ITB, the Bidder acknowledges and indicates acceptance of delivery requirements.

Ownership of and title to the ordered items remains with the Contractor until the items have been delivered to their final destination and are accepted by the State. **The cost of all packaging, shipping, and delivery must be included in the bid price.**

## SEC. 2.27 PACKAGING

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

**All blades must be packaged and marked as follows:**

- A. Blades shall be strapped in bundles of a maximum of ten (10) blades each.
- B. Each bundle shall be clearly marked to identify the Delivery Order, lot number, delivery F.O.B. destination, and blade size.

## SEC. 2.28 ADVANCE NOTICE OF DELIVERY

The **Contractor or their designated freight company** must provide the State's receiving location a minimum of 48 hours advance notice of each delivery. Failure of the Contractor to provide advance notice may delay the State's ability to accept the shipment.

## SEC. 2.29 ADDITIONAL DELIVERY REQUIREMENTS AND DOCUMENTATION

In addition to packaging the products as required under Section 2.27, and the Advance Notice of Delivery as required under Section 2.27, the following delivery requirements must also be met:

1. Blades must be delivered by flatbed truck to the greatest degree possible as unloading a box van with a forklift can be challenging at many locations.
2. A bill of lading to include a packing list describing what is being delivered must be provided at the time of delivery to each station.
3. Blades must be delivered to their final destination as defined on Attachment A, Bid Schedule. For example, blades for Cascade shall not be delivered to Palmer with the expectation that state staff will complete the delivery to Cascade. It is the contractors' responsibility to ensure their shipping partner is aware of, and in compliance with all shipping requirements.

### SEC. 2.30 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. 2.31 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

### SEC. 2.32 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. 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.

### SEC. 2.33 QUANTITIES

The quantities referenced on **Attachment A, Bid Schedule**, represent the states firm quantity, one-time purchase. If, during the full term of the contract, the state requires additional products, the state reserves the right to purchase additional products at the contract price per blade. The state shall pay the actual shipping cost for all products not ordered in the initial one time purchase.

### SEC. 2.34 CONTRACT PRICES

Contract prices for each item and size as offered are to remain firm throughout the duration of the contract.

## SEC. 2.35 PRICE DECREASES

During the Contract Period all price decreases experienced by the contractor must be passed on to the State. The State may request evidence from the Contractor of fuel surcharge and other escalators throughout the contract period. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

## SEC. 2.36 CONTRACT PRICE ADJUSTMENTS

There are no prices adjustments available under the intended contracts.

## SEC. 2.37 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. 2.38 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. 2.39 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. 2.40 MANDATORY REPORTING

Does not apply to this project.

## SEC. 2.41 BILLING INSTRUCTIONS

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

## SEC. 2.42 INVOICING

Invoices must be submitted as follows:

1. One invoice per each "Marked For" location may be submitted upon the complete delivery to the location.
2. Each invoice must clearly identify:
  - Delivery Order number
  - Lot number
  - Quantity
  - Blade size
  - Unit price
  - Extended price
3. Signed delivery receipts must accompany each invoice submitted.
  - Delivery agents for the Contractor must insure signature of the DOT personnel accepting the shipment is legible.
  - Delivery receipts must clearly identify on the delivery receipt, the date delivered, quantities, blade size and "Marked For" location.

### **Invoices for partial deliveries within a Lot will not be accepted.**

Partial payments will not be made. Invoices must be submitted to the appropriate regional office identified on the bid schedule and in the table below:

CENTRAL REGION	NORTHERN REGION	SOUTHCOAST REGION
Central Region Procurement Office	Northern Region Procurement Office	Southcoast Region Finance Office
P.O. Box 196900	2301 Peger Road	P.O. Box 112506

Anchorage, AK 99519	Fairbanks, AK 99709-5316	Juneau, AK 99811-2506
907-269-0858	907-451-5102	907-465-4484

#### SEC. 2.43 PAYMENT FOR STATE PURCHASES

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

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

#### SEC. 2.44 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. 2.45 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 THREE: LOT DEFINITIONS

### SEC. 3.01 GRADER, WING, AND PLOW BLADE LOT DEFINITIONS

The Department of Transportation and Public Facilities, Statewide Contracting and Procurement, is soliciting bids for Grader, Wing, and Plow Blades that meet or exceed the specifications defined in **Attachment B, Specifications**.

Below is a summary definition of each lot. Bidders must review **Attachment B, Specifications** for complete details related to the specifications for each lot.

**Lot One:** Dual or Paired Carbon Insert Blades

## SECTION FOUR: 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 to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

### SEC. 4.02 COMPLIANCE WITH ADA

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

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

### SEC. 4.03 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 Transportation at one of the following numbers no later than 7 days prior to Bid Opening to make any necessary arrangements.

Telephone:	(907) 465-8949
Fax:	(907) 465-3124

Callers with telephone accessibility needs (e.g. those with hearing, sight, or speech disabilities) are encouraged to call the Alaska Relay Service for guidance and assistance.

Alaska Relay Service Phone Numbers and websites:

Voice or TTY:	Dial 711 (if voice, wait on-line for representative to answer)
TTY:	1-800-770-8973 (text only)
Voice:	1-800-770-8255
VCO Direct:	1-800-770-6108 (Voice Carry Over)
ASCII:	1-800-770-3919
STS:	1-866-355-6198 (Speech to Speech)
Spanish:	1-866-355-6199
IP Relay:	Visit <a href="http://www.sprintrelayonline.com">www.sprintrelayonline.com</a> (Internet Relay)
Website:	Visit <a href="http://www.AlaskaRelay.com">www.AlaskaRelay.com</a>

### SEC. 4.04 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. 4.05 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.

#### **BIDDER RESPONSE: Alaska Bidder Preference Certification Form**

In order to receive the Alaska Bidder Preference, the bid must include **Attachment D, 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. 4.06 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.

**BIDDER RESPONSE: Alaska Veteran Preference Certification**

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

**SEC. 4.07 USE OF LOCAL FOREST PRODUCTS**

Does not apply to this project.

**SEC. 4.08 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE**

Does not apply to this project.

**SEC. 4.09 ALASKA PRODUCT PREFERENCE**

Does not apply to this project.

**SEC. 4.10 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. 4.11 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. 4.12 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. 4.13 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. 4.14 METHOD OF AWARD**

Award will be made by lot to the lowest responsive and responsible bidder. There is one lot, in order to be considered responsive, a bidder must bid on all items within the lot.

#### **SEC. 4.15 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 FIVE: 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.

**Note:** Out-of-state business may obtain a business license online, through the Division of Corporations, Business, and Professional Licensing located here: <http://commerce.alaska.gov/dnn/cbpl/Home.aspx>. If any questions in regards to licensing occur, it is the sole responsibility of the bidder to make certain the proper license has been obtained.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

### SEC. 5.02 VENDOR TAX ID NUMBER

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



### SEC. 5.03 AUTHORITY

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

### SEC. 5.04 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. 5.05 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. 5.06 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. 5.07 CONTRACTOR SITE INSPECTION

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

### SEC. 5.08 ORDER DOCUMENTS

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The state is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the state under this ITB. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

### SEC. 5.09 HUMAN TRAFFICKING

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website <https://www.state.gov/trafficking-in-persons-report/>

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

## SEC. 5.10 RIGHT OF REJECTION

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the ITB;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

**A bid from a debarred or suspended bidder shall be rejected.**

## SEC. 5.11 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

## SEC. 5.12 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

### SEC. 5.13 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

### SEC. 5.14 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

### SEC. 5.15 DEFAULT

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

### SEC. 5.16 DISPUTES

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

### SEC. 5.17 SEVERABILITY

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

### SEC. 5.18 CONTRACT CANCELLATION

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

### SEC. 5.19 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. 5.20 SOLICITATION ADVERTISING

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

## SEC. 5.21 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. 5.22 FEDERALLY IMPOSED TARIFFS

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

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

- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SEC. 5.23 PROTEST

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

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

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

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

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

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

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

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

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

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

## SECTION SIX: ATTACHMENTS

### SEC. 6.01 ATTACHMENTS

**Attachments:**

Attachment A	Bid Schedule
Attachment B	Specifications
Attachment C	Points of Contact
Attachment D	Alaska Bidder Preference Certification Form
Attachment E	Specification Verification Form

**BID RESPONSE CHECKLIST:**

This checklist is provided to assist both the bidder and the State in identifying the ITB requirements within the bid. There may be additional requirements beyond those listed on this checklist. Bidders are responsible for thoroughly reviewing the ITB to make sure that they have met all the requirements and have provided all necessary information.

1. Completed and sign Page One of this ITB.
2. Must sign and submit all mandatory return ITB amendments.
3. Must be submitted no later than 2:00 pm prevailing Alaska time on May 30, 2023
4. Must be submitted in accordance with Section 1.07.
5. Must include the information required under Section 1.08.
6. Must submit Bid Guarantee as required under Section 1.09.
7. Must submit supporting information as required under Section 1.17.
8. Must submit Technical Specification Sheet (Attachment E) as required under Section 2.13.
9. Must submit Certificates of Compliance as required under Section 2.22
10. Must submit Attachment A, Bid Schedule
11. Must submit Attachment D, Alaska Bidder Preference Certification Form (if applicable)