

STATE OF ALASKA INVITATION TO BID (ITB)



TITLE OF ITB: WINTER TRAIL MARKING, LOWER KUSKOWIM RIVER, FEDERALLY FUNDED

ITB NUMBER: 2523N048

ISSUE DATE: MAY 30, 2023

ONE TIME PURCHASE OF TRAIL MARKING MATERIAL FOR VARIOUS LOCATIONS ON THE KUSKOKWIM RIVER.

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.

Cathy Norum Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
Phone: (907) 451-2221 TDD: (907) 451-2363	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: cathy.norum@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation & Public Facilities, Division of **TRANSPORTATION**, is soliciting bids for **WINTER TRAIL MARKING – LOWER KUSKOWUIM RIVER**.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 pm** Alaska Time on **June 20, 2023**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 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. 1.04 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. 1.05 SUBMITTING BIDS

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

Department of Transportation & Public Facilities
Procurement Attention: Cathy Norum
Invitation to Bid (ITB) Number: 2523N039
ITB Title: Remove and Dispose of Non-Hazardous Waste Material for Northern Region
2301 Peger Road
Fairbanks, Alaska 99709

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

Department of Transportation & Public Facilities
2301 Peger Road
Fairbanks, AK 99709

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

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

It is the bidder's responsibility to contact the issuing agency at **(907) 451-2221** to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.06 BID FORMS

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

BIDDER'S CERTIFICATION

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

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

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

CONFLICT OF INTEREST

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

SEC. 1.07 PRICES

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

SEC. 1.08 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. 1.09 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. 1.10 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. 1.11 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released	N/A	May 30, 2023
Deadline for Receipt of Bids / Bid Due Date	2:00 pm	June 20, 2023
Bid Evaluations Complete	N/A	June 20, 2023
Notice of Intent to Award	N/A	July 03,2023
Contract Issued	N/A	June 26,2023

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation & Public Facilities, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.12 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. 1.13 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

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

SEC. 1.14 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT ADMINISTRATION

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

SEC. 2.02 CONTRACT FUNDING

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

SEC. 2.03 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. 2.04 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.05 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.06 SCOPE OF WORK AND SPECIFICATIONS

See attached bid schedule.

SEC. 2.07 F.O.B. POINT

The F.O.B. point for this ITB will be each location listed on the Bid Schedule. The contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the state's order.

SEC. 2.08 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. 2.09 DELIVERY TIME

Indicate, in the space provided on the Bid Schedule, the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver By November 30, 2023 days after the receipt of an order. Bids that specify deliveries in excess November 30, 2023 calendar after the receipt of an order will be considered non-responsive and the bids will be rejected.

SEC. 2.10 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. 2.11 CONTINUING OBLIGATION OF CONTRACTOR

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

SEC. 2.12 ESTIMATED QUANTITIES

The quantities referenced in this ITB are an estimate of the of the state's initial purchase. The state expects to make this purchase approximately **July 03, 2023**. The state does not guarantee any minimum or maximum purchase.

SEC. 2.13 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. 2.14 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and

shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

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

- 1. Contract Award or Purchase Order number**
- 2. Bill of lading number**
- 3. Location of delivery**
- 4. Pay Item Numbers**

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

SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

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

SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 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. 4.02 METHOD OF AWARD

Award will be made by lot to the lowest responsive and responsible bidder. There are **Seven (7)** lots. In order to be considered responsive for a lot, bidders must bid on all items within that lot.

SEC. 4.03 CONTRACTOR SELECTION PROCESS

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

SEC. 4.04 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. ~~However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids.~~ Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

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

SEC. 5.02 AUTHORITY

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

This procurement is being processed and administered under the DOT & PF delegation of procurement authority in accordance with AS 36.30.270, COB # 03-006, and is a commodity code assigned to DOT & PF by the Department of Administration, Office of Procurement and Property Management for procurement action.

SEC. 5.03 COMPLIANCE

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

SEC. 5.04 SUITABLE MATERIALS, ETC.

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

SEC. 5.05 SPECIFICATIONS

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

SEC. 5.06 CONTRACTOR SITE INSPECTION

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

SEC. 5.07 ORDER DOCUMENTS

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

SEC. 5.08 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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

SEC. 5.09 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;

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

may be waived by the procurement officer.

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

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

SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.11 DISCLOSURE OF BID CONTENTS

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

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. 5.12 ASSIGNMENTS

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

SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.14 DEFAULT

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

SEC. 5.15 DISPUTES

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

SEC. 5.16 SEVERABILITY

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

SEC. 5.17 CONTRACT CANCELLATION

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

SEC. 5.18 GOVERNING LAW; FORUM SELECTION

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

SEC. 5.19 SOLICITATION ADVERTISING

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

SEC. 5.20 QUALIFIED BIDDERS

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

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

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

SEC. 5.21 FEDERALLY IMPOSED TARIFFS

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

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

SEC. 5.22 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Specifications and Bid Schedule
- 2) Shipping locations
- 3) Certificate of Buy America Act Compliance

BID SCHEDULE

Delivery Locations

DILLINGHAM

BBNA
1500 Kanakanak Road
P.O. Box 310
Dillingham, AK 99576
[Email: dbreeden@bbna.com](mailto:dbreeden@bbna.com)
Attention: Dan Breeden

TWIN HILLS

TWIN HILLS VILLAGE COUNCIL
P.O. Box 4061
Twin Hills, Alaska 99576
Telephone: 907-525-4821
Fax: 907-525-4822
Email: beverlyc60@outlook.com or twinhillsadmin@bbna.com
Attention: Administrator Beverly Cano

NEW STUYAHOK

NEW STUYAHOK TRADITIONAL COUNCIL
P.O. Box 49
New Stuyahok, Alaska 99636
Telephone: 907-693-3173
Fax: 907-693-3179
Email: newstutribe@hotmail.com or
NewStuyahokadmin@bbna.com
Attention: Administrator William Peterson Jr.

MANOKOTAK

MANOKOTAK VILLAGE COUNCIL
P.O. Box 169
Manokotak, Alaska 99628
Telephone: 907-289-2067 or 907-289-1227
Fax: 907-289-1235
Attn: Andrewski Toyukak
Email: kmo.village@hotmail.com or manokotakadmin@bbna.com

TOGIAK

TRADITIONAL COUNCIL OF TOGIAK

P.O. Box 310

Togiak, Alaska 99678

Telephone: 907-493-5003

Fax: 907-493-5005

Email: tuyuryaq14@gmail.com

Attention: Administrator Brice Eningowuk

KOLIGANEK

NEW KOLIGANEK VILLAGE COUNCIL

P.O. Box 5057

Koliganek, Alaska 99576

Telephone: 907-596-3434

Fax: 907-596-3462

Attention: Administrator Cheryl Tunguing

Email: newkvc@hotmail.com or newkoliganekadmin@bbna.com or
[nkvttribalclerk@hotmail.com](mailto:nkvtribalclerk@hotmail.com)

EKWOK

EKWOK VILLAGE COUNCIL

P.O. Box 70

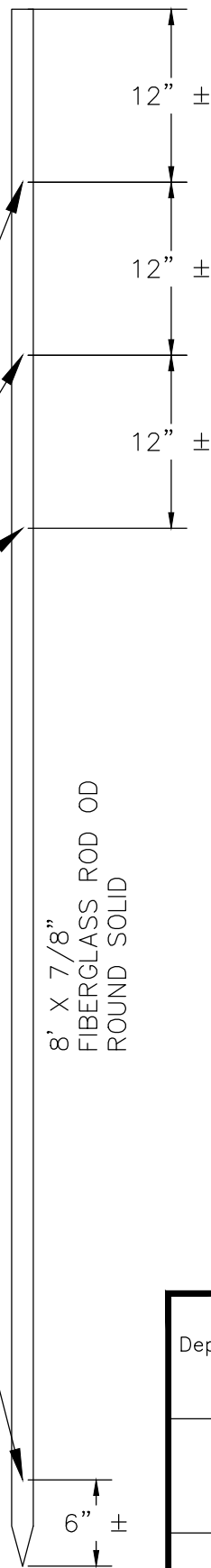
Ekwok, Alaska 99580

Telephone: 907-464-3336

Fax: 907-464-3378

Email to use: king2rick@yahoo.com or ekwokadmin@bbna.com

1/4" HOLES AT LOCATIONS SHOWN.



optional, chamfer tip

1. posts must be solid construction, hollow posts will not be accepted.
2. Posts must all be the same color, and may either be green, brown, or orange.
3. Posts must be coated to prevent yellowing and splintering.
4. Posts must be shipped in a conspicuous label with the following: "Winter Trail Marking"

STATE OF ALASKA Department of Transportation and Public Facilities APPLICANT/AGENT: State of Alaska 2301 Peger Rd. Fairbanks, Ak 99709	
NORTH REGION WINTER TRAIL MARKINGS NFHWY000159 WINTER TRAIL MARKER TYPICAL 1 OF 2	
DATE: September 21	SHEET: 2 OF 3

SPECIFICATIONS LOT 1

Fiberglass Post: 8' x 7/8" dia. fiberglass post, round, with 4 each 1/4" diameter holes drilled per supplied drawing. Posts must be solid construction, hollow posts will not be accepted. Posts must all be the same color, and may either be Orange or Red. Posts must be coated to prevent yellowing and splintering. **Posts must be shipped in bundles between 50 to 100 pounds each, and each bundle must be marked with a conspicuous label with the following: "Winter Trail Marking"**

BID SCHEDULE LOT 1

Pay Item Number	F.O.B Point	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1.1	Dillingham	8' x 7/8" Fiberglass Post	2754	Each	\$	\$
1.2	Twin Hills	8' x 7/8" Fiberglass Post	2256	Each	\$	\$
1.3	New Stuyahok	8' x 7/8" Fiberglass Post	1503	Each	\$	\$
1.4	Manokotak	8' x 7/8" Fiberglass Post	3150	Each	\$	\$
1.5	Togiak	8' x 7/8" Fiberglass Post	144	Each	\$	\$
1.6	Koliganek	8' x 7/8" Fiberglass Post	1116	Each	\$	\$
1.7	Ekwok	8' x 7/8" Fiberglass Post	2457	Each	\$	\$
Deliver By:	No later than November 30, 2023		Total Bid Price		\$	

Brand & Model Offered: _____

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.

GUARANTEED DELIVERY: _____ calendar days after receipt of order.

SPECIFICATIONS LOT 2

Fiberglass Marker: Orange fiberglass post type marker. Marker shall be Carsonite part #CIB, Glasforms Part #DR, Glasfors Triflex, Carsonite Roadmarker, and meet or exceed Carsonite CRM-375 specifications, or approved equal. Reflective sheeting shall be Oralite V82 or approved equal. **Markers must be shipped in bundles between 50 to 100 pounds each, and each bundle must be marked with a conspicuous label with the following: "Winter Trail Marking"**

BID SCHEDULE LOT 2

Pay Item Number	F.O.B Point	Description	Quantity	Unit of Measure	Unit Price	Extended Price
2.1	Dillingham	66" Fiberglass Marker	80	Each	\$	\$
2.2	Twin Hills	66" Fiberglass Marker	190	Each	\$	\$
2.3	New Stuyahok	66" Fiberglass Marker	40	Each	\$	\$
2.4	Manokotak	66" Fiberglass Marker	210	Each	\$	\$
2.5	Togiak	66" Fiberglass Marker	20	Each	\$	\$
2.6	Koliganek	66" Fiberglass Marker	30	Each	\$	\$
2.7	Ekwok	66" Fiberglass Marker	60	Each	\$	\$
Deliver By:	No later than November 30, 2023		Total Bid Price		\$	

Brand & Model Offered: _____
 The bidder's failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.

GUARANTEED DELIVERY: _____ calendar days after receipt of order.

SPECIFICATIONS LOT 3

Reflective Aluminum Sign: 3" x 6" aluminum sign 14 ga. (nom. 1.62 mm), true 1/4" hole @ center. With White Oralite V82 reflective sheeting (or approved equal). Aluminum Sheet: Use allow 6061-T6, 5052-H36, 5052-H38, recycled aluminum meeting allow 3105, as specified in ASTM B209, or approved equal. Aluminum Signs must be consolidated into packages between 20 lbs. to 50 lbs. **Each shipping package must be marked with a conspicuous orange colored label with the following: "Winter Trail Marking". Aluminum signs must be individually shipped in heavy duty plastic totes, between 50 to 100 lbs. each package.**

BID SCHEDULE LOT 3

Pay Item Number	F.O.B Point	Description	Quantity	Unit of Measure	Unit Price	Extended Price
3.1	Dillingham	Aluminum Sign	2754	Each	\$	\$
3.2	Twin Hills	Aluminum Sign	2256	Each	\$	\$
3.3	New Stuyahok	Aluminum Sign	1503	Each	\$	\$
3.4	Manokotak	Aluminum Sign	3150	Each	\$	\$
3.5	Togiak	Aluminum Sign	144	Each	\$	\$
3.6	Koliganek	Aluminum Sign	1116	Each	\$	\$
3.7	Ekwok	Aluminum Sign	2457	Each	\$	\$
Deliver By:	No later than November 30, 2023		Total Bid Price		\$	

Brand & Model Offered: _____
The bidder's failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.

GUARANTEED DELIVERY: _____ calendar days after receipt of order.

SPECIFICATIONS LOT 4

Steel Wire: 16 gauge stainless steel lashing wire. **Wire must be shipped in a heavy duty plastic tote(s) not to exceed 50 pounds each, and each tote must be marked with a conspicuous label with the following: "Winter Trail Marking".** Steel must meet Buy America.

BID SCHEDULE LOT 4

Pay Item Number	F.O.B Point	Description	Quantity	Unit of Measure	Unit Price	Extended Price
4.1	Dillingham	Steel Wire	7000	Feet	\$	\$
4.2	Twin Hills	Steel Wire	5600	Feet	\$	\$
4.3	New Stuyahok	Steel Wire	4000	Feet	\$	\$
4.4	Manokotak	Steel Wire	8200	Feet	\$	\$
4.5	Togiak	Steel Wire	600	Feet	\$	\$
4.6	Koliganek	Steel Wire	2850	Feet	\$	\$
4.7	Ekwok	Steel Wire	6204	Feet	\$	\$
Deliver By:	No later than November 30, 2023		Total Bid Price		\$	

GUARANTEED DELIVERY: _____ calendar days after receipt of order

SPECIFICATIONS LOT 5

Hex Bolt Nylon: #12-24 x 1 1/2" standard grade zinc plated steel machine screw packaged in their own respective boxes. **Hex Bolt must be shipped in a heavy duty plastic tote(s) not to exceed 50 pounds each, and each tote must be marked with a conspicuous label with the following: "Winter Trail Marking"**. Steel must meet Buy America.

BID SCHEDULE LOT 5

Pay Item Number	F.O.B Point	Description	Quantity	Unit of Measure	Unit Price	Extended Price
5.1	Dillingham	Hex Bolt Nylon:	2754	Each	\$	\$
5.2	Twin Hills	Hex Bolt Nylon:	2256	Each	\$	\$
5.3	New Stuyahok	Hex Bolt Nylon	1503	Each	\$	\$
5.4	Manokotak	Hex Bolt Nylon:	3150	Each	\$	\$
5.5	Togiak	Hex Bolt Nylon: 1	144	Each	\$	\$
5.6	Koliganek	Hex Bolt Nylon:	1116	Each	\$	\$
5.7	Ekwok	Hex Bolt Nylon:	2457	Each	\$	\$
Deliver By:	No later than November 30, 2023		Total Bid Price		\$	

GUARANTEED DELIVERY: _____ calendar days after receipt of order

SPECIFICATIONS LOT 6

Hex Nut Nylon: #12-24 thread zinc plated steel nylon lock packaged in their own respective boxes. **Hex Nut must be shipped in a heavy duty plastic tote(s) not to exceed 50 pounds each, and each tote must be marked with a conspicuous label with the following: "Winter Trail Marking"**. Steel must meet Buy America.

BID SCHEDULE LOT 6

Pay Item Number	F.O.B Point	Description	Quantity	Unit of Measure	Unit Price	Extended Price
6.1	Dillingham	Hex Nut	2754	Each	\$	\$
6.2	Twin Hills	Hex Nut	2256	Each	\$	\$
6.3	New Stuyahok	Hex Nut	1503	Each	\$	\$
6.4	Manokotak	Hex Nut	3150	Each	\$	\$
6.5	Togiak	Hex Nut	144	Each	\$	\$
6.6	Koliganek	Hex Nut	1116	Each	\$	\$
6.7	Ekwok	Hex Nut	2457	Each	\$	\$
Deliver By:	No later than November 30, 2023		Total Bid Price		\$	

GUARANTEED DELIVERY: _____ calendar days after receipt of order

SPECIFICATIONS LOT 7

Washer Nylon: #12 x 0.500 OD x.040 thick (.258 ID) Stainless Steel Flat Washer. Packaged in their own respective boxes. Washer must be shipped in a heavy duty plastic tote(s) not to exceed 50 pounds each, and each tote must be marked with a conspicuous label with the following: "Winter Trail Marking". Steel must meet Buy America.

BID SCHEDULE LOT 7

Pay Item Number	F.O.B Point	Description	Quantity	Unit of Measure	Unit Price	Extended Price
7.1	Dillingham	Washer	2754	Each	\$	\$
7.2	Twin Hills	Washer	2256	Each	\$	\$
7.3	New Stuyahok	Washer	1503	Each	\$	\$
7.4	Manokotak	Washer	3150	Each	\$	\$
7.5	Togiak	Washer	144	Each	\$	\$
7.6	Koliganek	Washer	1116	Each	\$	\$
7.7	Ekwok	Washer	2457	Each	\$	\$
Deliver By:	No later than November 30, 2023		Total Bid Price		\$	

GUARANTEED DELIVERY: _____ Calendar days after receipt of order.