

STATE OF ALASKA

INVITATION TO BID (ITB)



SNOW PLOWING & SANDING - TSAIA PARKING LOTS

2524C013

6/26/2023

THIS INVITATION TO BID (ITB) IS INTENDED TO RESULT IN A CALL-OUT CONTRACT AND CONSTANT PRESENCE TO PROVIDE WINTER MONTH SNOW PLOWING & SANDING SERVICES IN THE PARKING LOTS AND/OR ADJACENT ROADWAYS FOR MULTIPLE PARKING LOTS LOCATED AT THE TED STEVENS INTERNATIONAL AIRPORT (TSAIA) ANCHORAGE ALASKA, FOR THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES.

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

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

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

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

JOEL BALZER
PROCUREMENT OFFICER

TELEPHONE NUMBER
907-269-0867 Phone
907-269-0872 Fax
907-269-0473 TDD

joel.balzer@alaska.gov

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

ALASKA BUSINESS LICENSE NUMBER

FEDERAL TAX ID NUMBER

TELEPHONE NUMBER

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

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

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

E-MAIL ADDRESS

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

This invitation to bid (ITB) is intended to result in a call-out contract and constant presence to provide winter month snow plowing & sanding services in the parking lots and/or adjacent roadways for multiple parking lots located at the Ted Stevens international airport (TSAIA) anchorage Alaska, for the Department of Transportation & Public Facilities.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **JULY 26th 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 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

Interested parties/potential bidders are **strongly encouraged** to visit the following location(s) during the scheduled walk-through with the state representative.

Site Visit location: 5740 DeHavilland Ave., Anchorage, 99502

The State Representative has scheduled a site visit on JULY 20 2023 @ 1:30PM starting at 5740 DeHavilland Ave., Anchorage, 99502.

SITE INSPECTION: Bidders are **strongly encouraged** to visit the work site so that they can see the conditions under which the work described in this ITB and Scope of Work will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, & conditions outlined in this ITB and Scope of Work.

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

SEC. 1.07 SUBMITTING BIDS

If you are submitting a response through IRIS Vendor Self-Service (VSS), you may ignore the following return instructions.

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:

Department of Transportation & Public Facilities
Central Region Procurement Supplies & Services
Attention: **Joel Balzer**
Invitation to Bid (ITB) Number: **2524C013**
ITB Title: **Snow Plowing & Sanding – TSAIA Parking Lots**
2200 East 42nd Ave. Room 110
Anchorage, Alaska 99508

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

SEC. 1.08 BID FORMS

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

BIDDER'S CERTIFICATION

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

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

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

CONFLICT OF INTEREST

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

SEC. 1.09 PRICES

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

SEC. 1.10 PRE-BID CONFERENCE

Not Applicable

SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.12 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. 1.13 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. 1.14 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		JUNE 26, 2023
Site Visit	1:30 PM Alaska Time	JULY 20, 2023
Deadline for Receipt of Bids / Bid Due Date	2:00 PM Alaska Time	JULY 26, 2023
Bid Evaluations Complete		AUGUST 2, 2023
Notice of Intent to Award		AUGUST 3, 2023
Contract Award / Purchase Order (PO)		AUGUST 14, 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 (DOT&PF), or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.15 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. 1.16 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. 1.17 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from **date of award** through **July 31, 2024** with the option to renew for two (2) additional one (1) year terms. **Renewals are to be exercised solely by the State of Alaska.**

SEC. 2.02 CONTRACT ADMINISTRATION

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

SEC. 2.03 CONTRACT FUNDING

Payment for the contract is subject to funds already appropriated and identified. The resulting contract award will be state Apt funded.

SEC. 2.04 CONTRACT EXTENSION

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

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

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

Subcontractor experience shall not be considered in determining whether the bidder meets the requirements.

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;

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

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

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

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed located at Ted Stevens International Airport. (see attached maps)

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.

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 SCOPE OF WORK AND SPECIFICATIONS

See attached Scope of Work

SEC. 2.11 F.O.B. POINT

N/A

SEC. 2.12 SHIPPING DAMAGE

N/A

SEC. 2.13 DELIVERY TIME

N/A

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

N/A

SEC. 2.15 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. 2.16 ESTIMATED QUANTITIES

Items 1-5 listed in the bid schedule are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state will use the estimated use numbers for the evaluation and award of the ITB but the state does not guarantee any minimum or maximum quantity/service.

Item 6 listed in the bid schedule is a firm quantity.

SEC. 2.17 CONTRACT PRICE ADJUSTMENTS

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

The contractor may request a 3% Percentage Price Increase adjustment, in writing, 30 days prior to the contract renewal date. If a contractor fails to request a Percentage Price Increase adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the state receives their written request.

Said price increase may not, under any circumstances, exceed three (3) percent of the unit price of the contract for the preceding 12 months. No retroactive contract price adjustments will be allowed.

The contractor may be required to provide the procurement officer clear and convincing evidence, satisfactory to the state, that all of the following conditions exist:

1. the increase is the result of increased costs at the manufacturer's level and not costs under the contractor's control, and that;
2. the increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
3. the increase affects only certain items that are clearly identified by the contractor.

Some acceptable forms of the evidence referred to above may take the form of a certified invoice from the manufacturer. The price increase evidence provided by the contractor shall be independently verified and approved by the procurement officer or contract administrator prior to the effective date of the price increase.

SEC. 2.18 INFORMAL DEBRIEFING

N/A

SEC. 2.19 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. 2.20 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 **\$1,000,000** 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 **\$1,000,000** combined single limit per occurrence.

SEC. 2.21 MANDATORY REPORTING

N/A

SEC. 2.22 SERVICE CONTRACT DEFICIENCIES

See Scope of Work section 1.7

SEC. 2.23 LIQUIDATED DAMAGES

LIQUIDATED DAMAGES:

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

By signature on this ITB, the bidder acknowledges and agrees to the terms and conditions listed above

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

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

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

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 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all

members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.04 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

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

SEC. 4.05 USE OF LOCAL FOREST PRODUCTS

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

SEC. 4.07 ALASKA PRODUCT PREFERENCE

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

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

Products are classified in one of three categories:

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

SEC. 4.11 EXTENSION OF PRICES

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

SEC. 4.12 METHOD OF AWARD

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

SEC. 4.13 CONTRACTOR SELECTION PROCESS

N/A

SEC. 4.14 NOTICE OF INTENT TO AWARD

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 5.02 AUTHORITY

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

SEC. 5.03 COMPLIANCE

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

SEC. 5.04 SUITABLE MATERIALS, ETC.

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

SEC. 5.05 SPECIFICATIONS

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

SEC. 5.06 CONTRACTOR SITE INSPECTION

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

SEC. 5.07 ORDER DOCUMENTS

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

SEC. 5.08 HUMAN TRAFFICKING

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

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

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

SEC. 5.09 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;

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

may be waived by the procurement officer.

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

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

SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.11 DISCLOSURE OF BID CONTENTS

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.,* article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 5.12 ASSIGNMENTS

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

SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 5.14 DEFAULT

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

SEC. 5.15 DISPUTES

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

SEC. 5.16 SEVERABILITY

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

SEC. 5.17 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon **30** calendar 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 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. 5.22 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) Bid Schedule
- 2) Scope Of Work/Maps
- 3) AK Bidder Preference

BID SCHEDULE

See attached maps for areas in need of service

<u>ITEMS</u>	Location Identification and Description	Service Requested	Contractor's Bid Rate	Number of Occurrences	<u>EXTENDED PRICE</u> Bid Rate X Number of Occurrences
1	ANC North and South Terminal Parking Lots. All areas indicated on attached maps. Total Area = Est. 1,128,000 Sq. Ft.	Snow Plowing 0"-2" Accumulation **(Full-Response) Each		*5	
2		Snow Plowing 2.1"-4" Accumulation **(Full-Response) Each		*12	
3		Snow Plowing 4.1"-6" Accumulation **(Full-Response) Each		*5	
4		Snow Plowing 6.1"-8" Accumulation **(Full-Response) Each		*5	
5		Snow Plowing 8.1"+ Accumulation **(Full-Response) Each		*3	
6		Constant Presence Staffing 24/7 (Resources/Equipment) Per month Firm monthly Price Nov 1 - Mar 31		5	
		Items 1-6 <u>Grand Total</u> :			

* Estimated only, No minimum/maximum occurrences guaranteed for items 1-5

**Full-Response All Equipment deployed for each occurrence

BIDDER'S INFORMATION:

Company Name

Contact

Mailing Address

Phone Number

City, State, Zip

Fax Number

DOCUMENTS REQUIRED AT TIME OF BID OPENING:

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

DOCUMENTS REQUIRED UPON CONTRACT AWARD:

- Alaska Business License
- Proof Of Insurance
- Documents listed in section 1.3 of the Scope of Work under **Contract Start-Up Meeting**

1. Scope of Work and Specifications

This ITB is intended to result in a performance-based contract for snow and ice control for The Ted Stevens Anchorage International Airport (ANC), Airfield Maintenance (AFM) section. The areas in need of service are identified on the attached bid sheet and area maps. A contract resulting from this ITB will provide constant presence snow and ice control as well as full-response, “call-out” snow-plowing as necessary and as described below.

1.1 Contractor Rights & Responsibilities. The contractor shall have the sole responsibility for the means, methods, sequences, or procedures of all services provided, and safety precautions related thereto. The contractor shall conduct all work in such a manner as to protect State resources. Contractor may not use sub-contractors to conduct any work unless specifically permitted by the project manager.

- A. **COMPLIANCE.** The contractor shall comply with all applicable Federal, State, and Local laws, regulations, codes, ordinances, and written directives. The Contractor must comply with all applicable State and Federal labor, wage and hourly rates, safety, and associated laws, which have a bearing on the services provided.
- B. **SERVICES/STANDARDS.** The contractor shall provide supervision, labor, and specified equipment/supplies to perform effective snow and ice control to allow safe access to ANC public facilities. All work shall be performed according to industry standards, such as “Accredited Snow Contractors Association ‘ASCA’” unless otherwise specified in this ITB.
- C. **SNOW AND ICE CONTROL MANUAL.** As applicable, the ANC Landside Snow and Ice Control Manual (as applicable) shall be used to guide contractor operations unless otherwise specified in this ITB. The project manager shall provide copies upon request.
- D. **SAFE PRACTICES.** Acceptable safe practices must be followed in the performance of work under a contract resulting from this ITB. The contractor must comply with all standards prescribed by ANC, the State of Alaska, Department of Labor, and Division of Labor Standards and Safety. The safety of the public, and employees of the building(s), are to be considered at all times.
- E. **EQUIPMENT AND RESOURCES.** The contractor’s equipment must be suitable for the performance of this contract and must meet all pertinent State, Federal, and Airport regulations. Equipment must have current maintenance/inspection records in each vehicle cab, listing dates of inspection, deficiencies, and any corrective actions.
 - E.1. **MANDATORY MINIMUM EQUIPMENT LIST FOR CONTRACT SERVICES.** The Contractor must own or have under lease the following equipment, or equivalent, to meet the requirements of this contract (See Table E1.). Unless otherwise specified, the contractor must arrive within 2 hours with ALL the following equipment when requested. **Some of this equipment must be stored on airport premises at all times from November 1st through March 31st.** See notes on Table E.1. for details.

***Copies of current titles, registrations, or lease agreements for the following equipment must be provided with the bid submission and updated as required.**

Item #	Minimum Qty.	Table E1.
1	3 each	<p>Wheel loader with competent operator (2-3 yd. bucket capacity) . Each loader must meet the following minimum specs. and shall be outfitted with the following attachments:</p> <ul style="list-style-type: none"> • 2005 or newer • 20,000-30,000 lbs. operating weight (Example: Volvo L60H) • 10-14' sectional plow(s) <p>**1 each (one) loader meeting above specifications with 1 each (one) sectional plow attachment must be stored on ANC premises at all times between November 1 - March 31</p>
2	1 each	<p>Wheel loader (Compact, 1-2 yd. bucket capacity). Each loader must meet the following minimum specs. and shall be outfitted with the following attachments:</p> <ul style="list-style-type: none"> • 2005 or newer • 10,000-15,000 lbs. operating weight (Example: John Deere 324J) • 8-10' sectional plow(s) <p>**1 each (one) loader meeting above specifications with 1 each (one) sectional plow attachment must be stored on ANC premises at all times between November 1 - March 31</p>
3	2 each	<p>3/4-ton (minimum) 4x4 pickup truck with competent operator. Each truck must meet the following specs. and shall be outfitted with the following attachments/equipment:</p> <ul style="list-style-type: none"> • 2005 or newer • 10,000 lb. GVWR minimum • Standard 8-10' snowplow attachment • Bucket suitable for loading sand into pickup sander • Job-box or equivalent with assorted snow shovels and ice chippers <p>**1 each (one) truck meeting above specifications with 1 each plow attachment must be stored on ANC premises at all times between November 1 - March 31</p>
4	1 each	<p>Skid-Steer TRACK Loader</p> <ul style="list-style-type: none"> • Bucket for stacking snow • 8-10' plow blade <p>** Must be stored on ANC premise roof at all times between November 1 - March 31</p>
5	1 each	Walk-Behind Snow Blower, 2 stage, Gas-powered
<p>Height and width restrictions</p> <ol style="list-style-type: none"> Entrance into the North Terminal Lots limited to 10.5'. Parking Garage (Lot G) height restriction: 7' Railroad overpass in South Terminal lots restrictions: 11'-14' 		

- E.2. **TELEMATICS.** ANC will provide telematic tracking devices for all contracted equipment. Exception: If contractor has a reliable telematic/GIS system already installed on contracted equipment with the ability to constantly share all data with ANC, this will suffice.
- E.3. **STORAGE.** ANC will not be held liable for 3rd party damage to contractor's equipment while stored on ANC property.
- E.4. **COMMUNICATION EQUIPT.** Contractor must provide for a direct line of communication between contractor drivers/equipment operators and ANC personnel.
- E.5. **FAULTY/DOWNED-EQUIPMENT.** If equipment becomes inoperable or is replaced during the period of performance, the contractor must notify the Project Manager with the change and provide new titles, registrations, or lease agreements. The contractor must be able to show they meet the mandatory minimum equipment list at any time during the period of performance for a fully executed contract resulting from this ITB. The Contractor will be responsible for providing an alternate equipment plan for scheduled services in the event the Contractor's equipment becomes faulty. This plan will be provided to ANC procurement upon request. At no time will faulty equipment be an excuse for not performing a particular service described in the contract documents. Alternate equipment must be available and be delivered to the facility within 60 minutes of determination of need due to breakdown of dedicated equipment. This requirement is to assure all services are provided as scheduled in these contract documents.
- F. **PETROLEUM SPILL AND LEAKAGE.** The contractor is responsible for all cleanup actions required resulting from spills or equipment leakage during the performance of this contract in accordance with ANC and Alaska Department of Environmental Conservation (ADEC) regulations-at no added cost to ANC. If equipment is stored on-site, appropriate measures shall be taken to prevent leaks or spills and have at each equipment storage location an appropriately sized spill response kit at the site during performance of this contract. Failure to take reasonable and responsive corrective action within twenty-four (24) hours of an observed spill/leak, will result in the State taking corrective action as outlined in Defective Work section.
- G. **SPILL CONTROL.** The contractor shall immediately notify the Project Manager and prepare and submit a spill report whenever there is a suspected or confirmed leak, spill or release of oil, hazardous and/or regulated substance, during performance of this contract. The report shall be delivered to the Project Manager (via email and hard copy).
- H. **ACCIDENT REPORTING.** Vehicular and personal injury accidents must be reported immediately to ANC Police at: 907-266-2555 for emergencies and 907-266-2411 for non-emergencies. Contractor will notify the Project Manager as soon as practical, but not later than, four (4) hours after ALL accidents/incidents. Notification will include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; photos of damage; names of personnel

injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.).

- I. **DEFECTIVE WORK & DAMAGES:** The contractor shall, at their own expense, remedy and correct any defect in service work performed identified by the Project Manager. The contractor shall, without additional cost to the State or Building Owner, make good and be fully responsible for all injury and/or damage to persons or property, including snow-covered objects/property, vegetation, curbs, sidewalks, and paved surfaces which may result from the contractor's or contractor's employees' fault or negligence. This includes damages resulting from the use of materials and equipment or from workmanship, which is inferior, defective, or not in accordance with the terms and conditions of this Invitation to Bid. See "Obstruction" and "Restoration" sections for more information. Where or when a defect in the contractor's work could result in injury to a private citizen or State employee, the State reserves the right to immediately correct the deficiency using the most expedient method available (State employee or private contractor), and deduct the cost incurred from monies owed the contractor.

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

- A. **CONTRACTOR SITE SUPERVISOR.** The contractor shall provide a contract site supervisor who shall be responsible for the performance of the work. The name of this person and an alternate(s), who will be available on a daily basis for communication regarding services and quality control with the State Project Manager, shall be designated **in writing at the contract Start-Up meeting (see Sec. 1.3)**. The contract site supervisor, or alternate, shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract. The contract site supervisor, or alternate, must be available via 24-hour phone communication and must be able to meet with the State Project Manager within 2 hours of notification of any valid customer compliant or contract service deficiency.
- B. **PERSONNEL GUIDELINES.** Additionally, the contract supervisor is responsible for enforcing the following guidelines: At least one person of the work crew who can speak, read, and write English fluently must be present at all times during scheduled services.
 - Contractor employees appearing to be under the influence of alcohol or drugs shall not be permitted on the premises.
 - Contractor employees shall not use or tamper with any federal or state property while performing services under a contract resulting from this ITB.
 - No business solicitations from Contractor or contractor employees, to solicit additional private business from building occupants, shall be allowed during performance of services under contract. This also prohibits notes or advertisements posted to bulletin boards.
 - Failure to enforce the above guidelines will be grounds for contract cancellation. The contract site supervisor will be on the job site at all times during performance of work.

- C. **SECURITY/BADGING.** The contractor shall ensure operators and necessary personnel have appropriate badging to enable unescorted access in and out of parking lot security gates. The contractor shall coordinate/obtain badging from the ANC badging department prior to the start of the winter season (907) 266-2409. The State/ANC may require at least one contractor representative to become an “authorized signatory” (fingerprinting and a background check required for signatory representative) in order to sponsor additional company employees. It is the responsibility of the Contractor to ensure this requirement is met with minimum delay. **The contractor will pay all fees associated with obtaining appropriate badging.**
- D. **APPEARANCE/CLOTHING/VEHICLE DECALS.** Contractor personnel shall present a neat appearance. Contractor vehicles and personnel shall be easily recognizable while on the installation in conjunction with this contract. This shall be accomplished through vehicle decals and the wear of distinctive clothing, vests, overcoats, or hats, bearing the company name or logo. The coloring or design of the items selected should be such that identifies personnel easily and quickly for reasons of safety and personal protection. ANSI/ISEA 107, Class 2 (or greater) reflective vests/coats shall be worn when personnel are outside of vehicles. The State is authorized to restrict the employment under the contract of any contractor employee or prospective contractor employee, who is identified as a potential threat to health, safety, security, general well-being, or operational mission of the installation and its population.
- E. **EXPERIENCED/QUALIFIED EMPLOYEES.** The contractor and all employees shall be capable and experienced in the contract work to be performed. The State may require removal of any worker from the work area whose continued employment on the premises is deemed contrary to the public or State's best interest.
- F. **NO MINORS:** No minors under the age of eighteen (18) years, including family members of the contractor or their employees, are to be on the property/facility during contract work hours and are prohibited from performing any work under a contract resulting from this ITB.

1.3 Contract Start-up Meeting. Prior to beginning any work on the contract, the Contractor will meet with the State Project Manager at a mutually agreed upon time and location. The purpose of the meeting will be to discuss the Contractor and State Project Manager's expectations, review the scope of work and specifications, and exchange contact information. The following information will be provided at the meeting:

- A. **CONTRACTOR TO PROVIDE:**
- Contract Site Supervisor, and alternate, contact information.
 - A copy of contractor's quality control procedures.
 - Names of employees, operators, and any back-up personnel and copies of their state driver's license or state ID for ANC access approval; Escort privileges are available for key company personnel by approval of the Project Manager.
 - A list of all equipment proposed to be used by the Contractor in performing services under the contract (this is in addition to the mandatory minimum equipment documentation submitted with a bid).

B. STATE PROJECT MANAGER TO PROVIDE:

- Briefing on project and project management including snow measurement information.
- Briefing on ANC spill response procedures.
- Briefing on safety protocols and expectations for each service location under this ITB.
- Briefing on how payment is to be issued.
- Briefing on how to document crew response/arrival times and departure times.

1.4 Definitions and Technical Description of Services. The contractor shall provide for all supervision, specified equipment, and labor to provide snow and ice control services to allow safe access to and use of all of the identified facilities and areas, on the attached maps.

- A. **CONSTANT PRESENCE (CP).** The contractor shall provide CP personnel and resources as specified in this contract. This means at least one equipment operator on site at all times (24 hours/day, 7 days/week, including holidays) fully competent to use any of the CP equipment staged at ANC from November 1- March 31 (see table E1. CP equipment requirements). CP duties are covered in section 1.6.
- B. **FULL RESPONSE CALL-OUT (FRCO).** This involves a response to snowfall events that go beyond the scope/control of CP services. FRCO involves a response with at least all of the equipment/resources listed in Table E1. FRCO services will be initiated by CP personnel and/or the project manager when necessary and shall be made available 24 hours/day, 7 days/week, including holidays.
- C. **FULL RESPONSE CALL-OUT BID STRUCTURE.** A snow fall resulting in an accumulation of up to two (2) inches of snow, as officially reported by the National Weather Service (NWS), shall be bid at one rate. When snow is in excess of 2" of depth, the contractor shall be compensated at a separate rate commensurate with the snow depth in 2" increments. Snow is snow and no difference or allowance will be made for "wet snow", "dry snow", "drifted snow", "wet", or "frozen" or "packed" snow.
- D. **OBSTRUCTIONS.** Prior to the first snowfall of each contract year, the contractor will physically mark any unmarked obstructions, or potential obstructions, in service areas and maintain those markings throughout the season. Obstructions may be marked with bright color delineators, cones, candle sticks, or barricades. Employees responsible for performing services must be made aware of the locations of obstructions prior to performing services. Identifying obstructions or potential obstructions by additional means such as pictures and/or video is encouraged. Obstructions include, but are in no way limited to, manhole covers, utility access covers, rip rap, etc., parking lot entrance approaches, roadway curves and curbs, and, as necessary, marking snow removal boundaries identified in the contract.
- E. **SNOW PLOWING/SNOW REMOVAL.** Snow plowing and snow removal means all plowing and stacking/piling of snow that has fallen in the identified service areas on the attached maps and removal of built-up, packed snow or ice from plowed areas. The contractor must plow and remove snow from areas identified on the attached maps according to the direction of the Project Manager, upon a snow event as identified in this section.

- F. SERVICE AREA PRIORITIES. The priorities for clearing Lots shall be in accordance with the ANC Landside Snow and Ice Control Manual as follows. Use Attached maps for further guidance.
- Priority 1: Lot D
 - Priority 2: Lot G
 - Priority 3: Lots E, F, H
 - Priority 4: Lot A
 - Priority 5: Lot B
- G. SNOW STORAGE AND HAULING. The contractor will not be expected to haul snow off-site but will be required to stack snow in areas designated on attached maps (if applicable). Snow shall be piled in the exact locations shown and shall not be piled on unpaved surfaces. Snow piles shall be stacked to minimize the overall footprint of the pile, to avoid interference with snow chutes, and to minimize traffic impedance to the greatest extent possible.
- H. SANDING. Sanding means the spreading of aggregate material on plowed or slippery areas, as requested by the Project Manager. Sanding services will be covered under constant presence (CP) services (see section 1.5 for more information).
- I. DE-ICING/ANTI-ICING. Periodically, ice control chemicals (salt/salt-brine) shall be applied as directed by the project manager and will be covered under CP services (see section 1.5 for more information).

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

- A. SERVICE AREAS BOUNDARIES, as identified in the attached area maps, must be serviced according to the direction of the Project Manager.
- B. RESPONSE TIMES. When a full response call-out is required (i.e., all equipment listed in Table E1.), constant presence (CP) personnel will be expected to ensure proper communication with the contractor's dispatch center so that response occurs in a timely fashion. **This means within 2 hours.** In general, a trigger depth of 1.5 inches should initiate a full response call-out but this is subject to change per the project manager or designee.
- C. SIMULTANEOUS RESPONSE AT NORTH AND SOUTH TERMINALS. When FRCO is initiated, it's expected that both the North and South Terminal parking complexes will be serviced simultaneously (not sequentially) unless otherwise directed.
- D. 24/7/365 SERVICE. The contractor will be required to provide snow and ice control services seven days a week, including weekends and holidays, at any time of day or night.
- E. SNOW PILES. Contractor shall ensure all snow (snow removed from areas under this contract) is pushed, hauled, and/or stacked within the designated snow collection areas/snow piles (If applicable. See attached maps). To the greatest extent possible, snow shall not be allowed to accumulate in a manner that would restrict vision for intersections of roadways and driveways and intersections of roadways and parking lots. Snow shall not be plowed against any fence (minimum 10' clear space required), buildings, equipment,

telephone poles, fire hydrants, or storage containers without written authorization by the Project Manager. No snow or ice berms shall be left at driveway/roadway entrances or access points. If established snow piles become too large/unmanageable, the contractor will check with the project manager or designee before using alternative areas to stack/store snow.

- F. GATES, DOORS, AND DUMPSTERS are to be free and clear of snow and ice a minimum of 24" on each side of the gate's length in the open and closed position. Gate will have unobstructed operation. Dumpsters are to be free and clear of snow and ice a minimum of 24" in front to allow for unobstructed access by foot or vehicle. At no time shall snow be piled or plowed in front of gates, doors or dumpsters.
- G. FULL WIDTH. Within parking lots (if applicable to this contract), snow shall be plowed the full width of all lanes in between rows of parked cars without berms that impede the movement of cars in and out of parking spaces. Snow shall also be plowed the width of unoccupied parking spaces when 2 or more spaces become available, side-by side.
- H. DOWN PRESSURE. As necessary, all areas identified for snow removal are to be plowed and scraped with plow blade down pressure. Down pressure is required on the cutting edge of the attachment to keep hard-packed snow/ice buildup below 1 inch. Access roadways are to be cleared to a width to include two feet outside the white painted lines (fog lines) on the road edges. Where no fog lines exist, roads are to be kept clear two feet outside the road edges.

No Worse than Wet. The goal is to ensure all surfaces are no worse than wet. A combination of plowing, scraping, and deicing shall be used constantly towards this goal.

- I. SAND APPLICATION. When directed by the project manager, sand will be evenly dispersed at a rate of approximately one cu. Yd. per 30,000 sq. ft. **ANC will supply all sand/aggregate and the sand dispersal truck(s)**, and the contractor will provide the labor/operator(s).
- J. DE-ICING/ANTI-ICING APPLICATION. When directed by the project manager, chemicals (i.e. salt/brine) will be evenly dispersed at a rate and frequency specified by the project manager. **ANC will supply all chemicals and the dispersal truck(s)**, and the contractor will supply labor/operator(s).
- K. USE OF ANC-PROVIDED EQUIPMENT. The following guidelines shall be followed when contracted employees use ANC supplied vehicles and equipment.
 - K.1.EQUIPMENT DAMAGE. The contractor will be responsible for all damage to ANC-supplied vehicles and equipment due to operator error and/or negligence.
 - K.2.TRAINING. ANC will provide basic training on ANC-supplied equipment and/or unique processes to a contractor's supervisor/representative. That representative will be expected to pass the training along to the contractor's employees. ANC will not provide individual training/retraining for contractor employees. The contractor should document all training provided to its employees.

K.3.RE-FUELING AND MAINTENANCE. The contractor will be expected to notify the designated ANC representative promptly when ANC-provided vehicles need fuel or mechanical service.

K.4.PRE-TRIP INSPECTIONS. Contracted employees must conduct and document a pre-use inspection of ANC-supplied equipment at least once per shift when the equipment is in use.

1.6 Constant Presence (CP) Service Expectations. The contractor shall maintain a constant presence at ANC in the form of at least one qualified equipment operator and the minimum specified types and quantities of equipment (See Table E1.). CP personnel stationed at ANC shall be prepared and fully competent to perform any of the following duties (Table 1.6.) at any time as directed by the project manager or their designee. When not specifically directed to perform the following tasks, CP personnel shall exercise sound judgement in selecting which duties to perform based on prevailing conditions and priorities. CP personnel shall always be engaged in one or more of the following duties. No idle or stand by time. One 30-minute meal break per shift shall be permitted, but this meal break may be interrupted when immediate services are needed.

Table 1.6, Constant Presence Services	
Priority 1	<ul style="list-style-type: none"> Monitor conditions on-site and contact the contractor's dispatch center requesting full response snow plowing services when snow accumulation reaches approximately 1.5" (or less if specifically instructed to do so by the project manager or designee). These "call-outs" shall be documented by CP personnel. Support full response call-out (FRCO) efforts as necessary. Apply traction sand as directed. This includes maintaining proper stockpiles of sand at the work site(s), loading sand, and efficiently operating the sand truck. Apply deicing chemicals following guidelines laid out by the project manager/designee. This includes efficiently operating distribution trucks, loading deicing chemicals into trucks, and ensuring trucks are full and prepared to respond when needed. Ensure snow pile barricades and parking lot traffic channelizing devices and gates are maintained, moved, and replaced as necessary. Monitor ANC-supplied vehicles for proper fuel/fluid levels to ensure constant readiness. Contact the designated ANC representative promptly when maintenance or fuel is needed. The goal is "no worse than wet" conditions on all parking surfaces.
Priority 2	<ul style="list-style-type: none"> Operate loader(s) and pickup plow to remove any residual snow and snow berms left over by the contractor's snow event response teams ("clean-up work"). Operate loader with sectional plow to scrape snow and ice contaminants from pavement surfaces to the fullest extent possible. This includes removing hardpack and hardpacked berms that develop at entrance/exit gates. Remove snow from all vacant parking spaces (by hand or with snow-blower if necessary). Consolidate/buck-up snow piles.
Priority 3	<ul style="list-style-type: none"> Use snow blower and/or hand shovels to remove snow in-between vehicles. Hand-chipping ice/hardpack in areas, as necessary, where equipment has limited access.

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

- A. **WORK INSPECTIONS.** Upon notification by the Project Manager or assigned designee, the Contractor or Contractor's Designee shall be present at the contract site to conduct an inspection with the state's representative. Inspections with the State's representative may take place anytime and at the sole discretion of the Project Manager or assigned designee. If the Contractor fails to appear for an inspection or a deficiency is not corrected within the stated period of time, the state may hire another firm to correct the deficiency and invoice the contractor for the cost. The contractor's failure to pay the State may interfere with the full payment for services rendered during the next invoicing cycle. Any carryover of non- corrected deficiencies will be considered a Breach of Contract. The Project Manager reserves the right to perform inspection of work at any time, with or without the contractor or contractor's designee present.
- B. **CORRECTION OF DEFICIENCIES.** All deficiencies must be brought into compliance with contract specifications; work to begin within four (4) hours of the notice and be actively engaged in continuous on-site effort until all deficiencies comply with contract specifications. Any carryover of non-corrected deficiencies may be grounds for the State to declare the contractor in default.

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

- A. **RESTORED TO PREVIOUS CONDITION.** All areas in need of service (see attached maps) and their surrounding areas disturbed by the contractor's snow removal activities shall be restored to conditions which existed prior to the disturbance. This item and all restoration subcategories below will be considered incidental to the bid and no added compensation shall be allowed.
- B. **LAWN RESTORATION.** All lawn areas disturbed by snow removal activities shall be re-graded to form a smooth transition from the existing lawn to the roadway, sidewalk, or curb at a maximum slope of 6:1 and shall be treated by the application of black dirt and seed blanket. Again, this item will be considered incidental to the bid and no added compensation shall be allowed.
 - Provide pulverized topsoil, seed blanket, and care of grass during establishment period for a complete surface restoration of lawns, parkways, and other areas disturbed as a result of the snow removal activities.
 - Provide watering, replanting and continue as necessary until a close healthy stand of specified grasses is established, minimum 2" tall and one mowing.
 - Scarify the compacted sub grade to a depth of 3 inches to receive the topsoil.
 - Provide a mixture of black dirt having at least 90 percent passing a No. 10 sieve, free of large roots, brush, sticks, weeds, stones larger than ¼ inch in diameter, and any other debris.

- Spread at least 4 inches of prepared topsoil in areas of new grading raked smooth and level. Grade flush with walks, curbs, and paving.

C. REMOVAL OF OBSTRUCTION MARKINGS as needed or at the request of the Project Manager, including delineators, barricades, cones, candlesticks or other markings used to mark obstacles at the beginning of the snow season.

1.9 Additional Services: The following additional service requests and hourly rates will not be included as part of the bid evaluation but may be requested by the project manager. ANC may or may not utilize these services and may seek other remedies depending on availability and pricing.



Specific Equipment	Hourly Rate or Per-Yard Hauled Rate
<p>Wheel loader with competent operator. Each loader must meet the following specs. (at minimum) and shall be outfitted with the following attachments:</p> <ul style="list-style-type: none"> • 2005 or newer • 20,000-30,000 lbs. operating weight (Example: Volvo L60H) • 2-3 yard bucket capacity • 10-14' snowplow attachment(s) <u>including</u> sectional plow(s). Sectional plows must be used for final clean-up. 	
<p>One-ton 4x4 pickup truck with competent operator. Each truck must be outfitted with the following:</p> <ul style="list-style-type: none"> • 2005 or newer • 10,000 Lb. GVWR • standard 8-10' snowplow attachment 	
<p>Snow Hauling per 15 yard load (std. dump truck).</p> <p>*If requested, snow will be hauled to an airport dump site located at the intersection of Lake Hood Drive and Helio Place (approximately 1.5 - 2.0 miles from parking lot snow piles).</p>	
<p>Snow Hauling per 30-35 yard load (side dump load).</p> <p>*If requested, snow will be hauled to an airport dump site located at the intersection of Lake Hood Drive and Helio Place (approximately 1.5 - 2.0 miles from parking lot snow piles).</p>	

MAPS, ANC Parking Lot Areas in Need of Service- Page 1 of 2

North Terminal Lots, 4600 Postmark Dr.
Approx. 190,000 Sq. Ft.



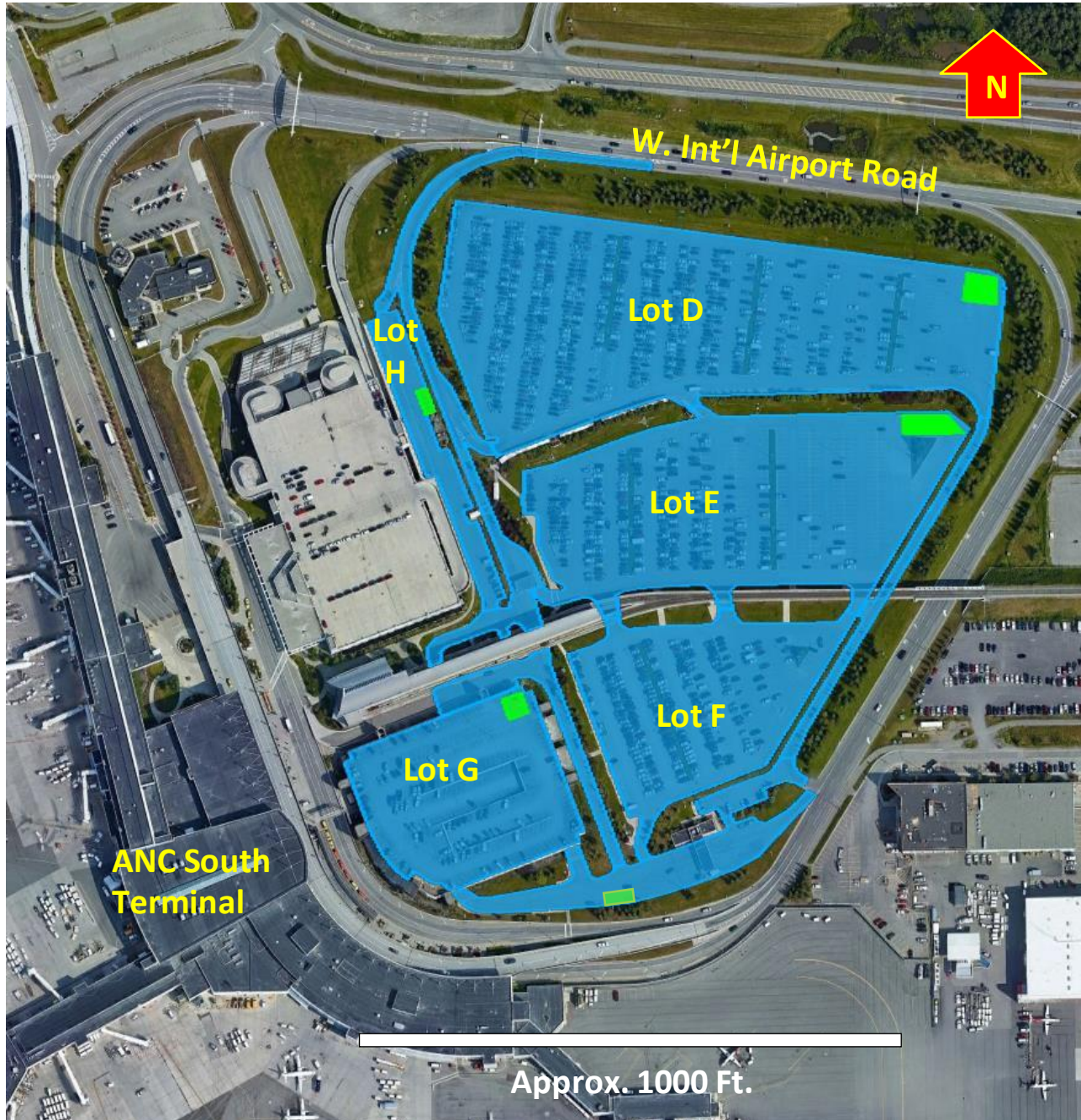
Lot A: North Terminal Employee Parking
Lot B: North Terminal Public Parking

- | | |
|---|--|
|  | Lot Areas in Need of Snowplow and Sanding Service |
|  | Approximate Location of Snow Piles |



South Terminal Lots

5000 WE. International Airport Rd.

Approx. 938,000 Sq. Ft.



Lot D: S. Term Employee Lot
Lot E: Long Term Lot (North)
Lot F: Long Term Lot (South)
Lot G: Garage Roof
Lot H: Overflow

 Lot Areas in Need of Snowplow and Sanding Service
 Approximate Location of Snow Piles



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: _____

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1. _____	2. _____
3. _____	4. _____
5. _____	6. _____

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

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

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

Alaska Bidder Preference Questions:

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

☐ YES ☐ NO

If **YES**, enter your current **Alaska business license number**: _____

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

A. **Place of Business**

Street Address: _____

City: _____
ZIP: _____

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

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

If **YES**, enter your current **Alaska corporate entity number**: _____

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

Please identify each member by name: _____

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

☐ **YES** ☐ **NO**

Please identify each partner by name: _____

Alaska Veteran Preference Questions:

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

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

☐ **YES** ☐ **NO**

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

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

(A) Served in the

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

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

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

☐ YES ☐ NO

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of _____ and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____