

STATE OF ALASKA INVITATION TO BID (ITB)



**PARKING LOT SNOW PLOWING,
SNOW HAULING & SANDING - ANCHORAGE**
ITB#: 2524C028
ISSUE DATE: 9/8/2023

THIS INVITATION TO Bid (ITB) IS INTENDED TO RESULT IN A CONTRACT TO PROVIDE WINTER MONTH SNOW PLOWING & SNOW/ICE REMOVAL & SANDING SERVICES IN THE PARKING LOTS AND/OR ADJACENT ROADWAYS FOR MULTIPLE PARKING LOTS LOCATED IN ANCHORAGE ALASKA, FOR THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES.; DIVISION OF FACILITIES & SERVICES (DFS).

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.

<p>DAN TRUBIANO PROCUREMENT OFFICER</p> <p>Phone: 907-269-0862 Fax: 907-269-0872 Email: daniel.trubiano@alaska.gov</p>	<p>_____ COMPANY SUBMITTING BID</p>	<p>DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER OR ALASKA VETERAN PREFERENCE? Fill-out the attached Form (3-pages)</p>
	<p>_____ AUTHORIZED SIGNATURE</p>	<p>_____ E-MAIL ADDRESS</p>
	<p>_____ PRINTED NAME</p>	<p>_____ ALASKA BUSINESS LICENSE NUMBER</p>
	<p>_____ DATE</p>	<p>_____ VENDOR TAX ID NUMBER</p>

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

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

This Invitation to Bid (ITB) is intended to result in a contract to provide winter month snow plowing & snow/ice removal & sanding services in the parking lots and/or adjacent roadways for multiple Parking Lots located in Anchorage Alaska, for the Department of Transportation & Public Facilities.; Division of Facilities & Services (DFS).

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

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

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

Lot 1: Tudor Complex – 5500, 5700, 5900 & 5848 North end of building E. Tudor Rd, Anchorage

Lot 2: Aviation Building – 4111 Aviation Dr., Anchorage

Lot 3: Annex Building – 2200 East 42nd Ave, Anchorage

Lot 4: OIT Building – 820 East 15th Ave, Anchorage

The State Representative has scheduled a site visit on Sept 14, 2023, @ 1:30PM starting at the Public Safety Building located at 5700 East Tudor Road (Lot 1) meet out in front of building.

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.

Any questions potential bidders have must be directed to the procurement officer as required in Section 1.04.

SEC. 1.07 SUBMITTING BIDS

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: **Dan Trubiano**
Invitation to Bid (ITB) Number: **2524C028**
ITB Title: **Parking Lot Snow Plowing, Snow Hauling & Sanding - Anchorage**
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		September 8, 2023
Site Visit	1:30 PM Alaska Time	September 14, 2023
Deadline for Receipt of Bids / Bid Due Date	2:00 PM Alaska Time	September 26, 2023
Bid Evaluations Complete		September 27, 2023
Notice of Intent to Award		September 28, 2023
Contract Award / Purchase Order (PO)		October 10, 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 **Raymond Heyano**, Project manager, DFS CR Facilities Manager, 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.

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 within the Anchorage bowl. (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

The quantities 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.

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 METHOD OF MEASUREMENT

Measurement will be computed by firm fixed price **per occurrence** for snow plowing (LOTS 1-4) & **per Cubic yard (CY)** for snow/ice removal services (LOT 5). All costs for snow plowing and hauling will be included in the firm fixed price per occurrence for snow plowing & per CY for snow removal services. This firm fixed price will be paid for all service for each awarded location/Lot for that month. Fuel, transportation of equipment, personnel, wages, supplies, tools, dump fees, and all other incidentals necessary for snow plowing, and snow/ice hauling should be **factored in with your bid price** for each individual location/Lot.

Snow Hauling is on a call-out basis ONLY, per project manager.

Sanding and materials used for sanding shall be measured by occurrence at each specified location. All sanding will be paid per occurrence at the price listed on the bid schedule for that specified location. The Per occurrence price shall include all sand, equipment, incidentals, and personnel necessary to conduct sanding operations for each awarded location/Lot and **must meet sand specifications**. This firm fixed price will be paid for all service occurrences for each awarded location/Lot for that month. **Sanding is on a call-out basis ONLY, per project manager.**

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 **\$300,000** combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of **\$300,000** combined single limit per occurrence.

SEC. 2.21 SERVICE CONTRACT DEFICIENCIES

SERVICE CONTRACT DEFICIENCIES: The contractor's failure to provide a service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the state, in writing, of the corrective action being taken.

If a deficiency is not corrected within one (1) business from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs in a 30-day period or a total of four substantiated SDCs in a 60-day period, it will be grounds for the state to declare the contractor in default.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

BASIS OF PAYMENT: Upon receipt of a monthly invoice, determined by Method of Measurement, shall be paid for at the firm fixed contract price per LOT for the pay items shown in the Bid Schedule for each location/Lot awarded to the contractor. As soon as practical after each month's service, the Contractor will furnish the State with an itemized invoice by parking lot location for payment.

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the Contract Award. The ordering agency will only make payment after it receives the service and the invoice. Questions concerning payment must be addressed to the ordering agency. Send to: State of Alaska, DOT & PF, Central Region, M&O Facilities, 5848 East Tudor Road, Anchorage, Alaska 99507 see Scope of Work for detailed 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 to 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 brand 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 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.

SEC. 4.13 METHOD OF AWARD

Award will be made by Lot to the lowest responsive and responsible bidder. There are five (5) LOTS, In order to be considered responsive for a Lot, bidders must bid on all items within that Lot.

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 contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

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

SEC. 5.22 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Bid Schedule
- 2) Scope Of Work/Maps
- 3) AK Bidder Preference

BID SCHEDULE

LOT 1	TUDOR COMPLEX, ANCHORAGE 5500, 5700, 5848 & 5900 E. Tudor Road				
ITEM NO.	DESCRIPTION	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	SNOW PLOWING	18	occurrence	\$	\$
2	SANDING	18	occurrence	\$	\$
(See attached Appendix C for a detailed scope of work) *The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed				LOT 1 TOTAL (items 1 – 2)	\$

PLOWING: 1-time every 24hrs M-F (if applicable) **SANDING:** Call-Out only

LOT 2	DOT/PF Headquarters (Aviation) Building, 4111 Aviation Drive.				
ITEM NO.	DESCRIPTION	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	SNOW PLOWING	18	occurrence	\$	\$
2	SANDING	18	occurrence	\$	\$
(See attached Appendix C for a detailed scope of work) *The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed				LOT 2 TOTAL (items 1 – 2)	\$

PLOWING: 1-time every 24hrs M-F (if applicable) **SANDING:** Call-Out only

LOT 3	DOT/PF Annex Building, 2200 E 42nd Avenue.				
ITEM NO.	DESCRIPTION	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	SNOW PLOWING	18	occurrence	\$	\$
2	SANDING	18	occurrence	\$	\$
(See attached Appendix C for a detailed scope of work) *The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed				LOT 3 TOTAL (items 1 – 2)	\$

PLOWING: 1-time every 24hrs M-F (if applicable) **SANDING:** Call-Out only

BID SCHEDULE cont.

LOT 4	OIT Building (KABATA) 820 East 15th Ave, Anchorage				
ITEM NO.	DESCRIPTION	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	SNOW PLOWING	18	occurrence	\$	\$
2	SANDING	18	occurrence	\$	\$
(See attached Appendix C for a detailed scope of work)					
*The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed				LOT 4 TOTAL (items 1 – 2)	\$

PLOWING: 1-time every 24hrs M-F (if applicable) **SANDING:** Call-Out only

LOT 5	HAULING SNOW Location: All four (4) LOTS				
ITEM NO.	DESCRIPTION	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	SNOW HAULING	1,360	CY (cubic yard)	\$	\$
(See attached Appendix C for a detailed scope of work)					
*The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed					

HAULING SNOW: Call-Out only

You must check YES or NO on the following two questions or your bid will be found nonresponsive:

Have you read, and understand the Terms & Conditions outlined in this ITB & **Appendix C** **YES**___ **NO**___
 Are you able/equipped to stack snow **12 feet** or higher (stacking snow on site after each plow) **YES**___ **NO**___

Company Name

Authorized Signature

Mailing Address

Printed Name

Phone Number(s)

DOCUMENTS REQUIRED AT TIME OF BID OPENING:

- Complete and submit Bid Schedule
- All Mandatory Return Amendments (if applicable)
- Alaska Bidder & Veteran Preference Form (attached 3-pages)

DOCUMENTS REQUIRED UPON CONTRACT AWARD:

- Alaska Business License
- Proof of Insurance

STATE OF ALASKA

Anchorage Area Parking Lots Snow Plowing, Snow/Ice Removal & Sanding Service Requirements per ITB 2524C028

Anchorage Snow Removal Appendix C

The following requirements clarify, add to, or enhance other contract provisions of the Contract Documents, as specified in Section 1.7. Where any of these requirement's conflict with or provide an uncertainty as to the meaning of other provisions in the Contract Documents, the Contractor shall, upon discovery and prior to bid opening, make written request to the Procurement Officer for clarification. The Procurement Officer shall provide written clarification prior to bid opening.

1.0 SCOPE OF WORK:

Provide all labor, equipment and supervision necessary to provide winter month snow plowing, snow/ice removal and sanding services in the parking lots and/or adjacent roadways for the following buildings located in Anchorage Alaska, listed and numbered below:

Lot 1: **Tudor Complex**, 5500, 5700, 5900 & 5848 North end of building E. Tudor Rd
Area: The parking lot and adjacent roadways to the buildings.
The area for all buildings is approximately 177,000 square feet.

Lot 2: **DOT/PF Headquarters (Aviation) Building**, 4111 Aviation Drive.
Area: The parking lot and adjacent roadways to the building.
The Area is approximately 188,000 square feet.

Lot 3: **DOT/PF Annex Building**, 2200 E 42nd Avenue.
Area: The parking lot and adjacent roadways to the building.
The area for the building is approximately 29,000 square feet.

Lot 4: **OIT Building** – 820 East 15th Ave, Anchorage
Area: The parking lot and adjacent roadways to the building.
The area is approximately 7,900 square feet.

- 1.1 The services will normally be performed during the months of October through April. All work will be performed between **1:00 a.m. – 7:00 a.m.** Monday through Friday. **Preferably right before we open for business; between 4:00am – 7:00am.**
- 1.2 The parking lots must be checked between **1:00am-7:00am**, Monday through Friday, to ensure no more than 2” of snow has accumulated prior to the start of the business day (7:00 a.m. Monday - Friday). **The State will only pay for one snow plow service (occurrence) during a 24 hour period Monday – Friday. We will not pay for any weekend service or on State Holidays, unless preapproved by the project manager ahead of time.**

- 1.3 The plowing contractor for **LOTS 1-4** will need to stockpile snow onsite in the designated areas. **A front-end loader or equal will be needed** to pile snow at a **minimum height of 12'** and higher in the designated stockpiles during each plowing occurrence. Preferably stockpile the snow during the plowing event, however the state will allow the contractor to come back the following evening (after 7:00pm) to stockpile the snow properly; there will be no additional cost for coming back the next evening to stockpile the snow or cleanup the area, this will need to be factored into your **per occurrence plowing price**. The plowed snow must be stockpiled during the time of plowing or by the following evening after 7:00pm or your bid will be found nonresponsive, and/or found in default if after award. If you check NO in the bid schedule for this question and are unable to stockpile snow at a minimum height of **12 feet** in the time allotted, your bid will be found nonresponsive.

LOT 5 Snow hauling As-Needed. If the snow accumulation (piles) exceeds the permissible levels allowed, the State will use the bid price quoted in the bid schedule for snow hauling/removal services. There is no guarantee that the State will utilize these services. **The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed.**

- 1.4 The Contractor shall be responsible for any damages to State facilities, utilities or private property resulting from this work.
- 1.5 **The Contractor must be capable of responding to all locations/Lots 1-4 awarded to them simultaneously or at least within the 6-hour window (1am-7am) allotted for Lots 1-4, if awarded multiple LOTS;** and must provide a phone number for 24 hour contact.
- 1.6 The State guarantees no minimum or maximum usage under this contract. This is a per occurrence firm fixed price per occurrence for services listed in the scope of work and in the Bid Schedule.
- 1.7 It is the intent of Appendix C to describe the scope of work for snow plow & snow removal services necessary to ensure satisfactory performance of the work at the project site(s) and such services to be provided by the contractor in accordance with the contract. Any work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result, shall be supplied without any adjustment in contract price or contract time, whether or not specifically called for.

2.0 GENERAL CONDITIONS:

- 2.1 The Contractor shall report hazardous conditions and items in need of repair to the Project Manager immediately.
- 2.2 Any trees or shrubs, sidewalks, lawns, concrete curbs, building finishes or appurtenances that are damaged due to the Contractor's operations shall be replaced or repaired at the Contractor's expense. The state will provide the contractor with written notice when damages reported. The Contractor shall replace or repair all damages at Contractor's expense.
- 2.3 No oral statement of any person other than Project Manager shall have authority to modify or otherwise affect the terms of this contract. Any modification must be submitted in writing and approved by both parties in order to be considered binding to the contract.
- 2.4 The Contractor shall furnish the following information on all invoices when submitted:
 - a. List the month for which payment is being requested.
 - b. Submit a separate invoice for each Lot/building(s). (if awarded multiple locations)
 - c. Submit as a separate line item on each invoice for each snow removal occurrence listing the date of service.
 - d. Submit as a separate line item on each service invoice for each sanding occurrence performed at that specific location and the date of that service.
 - e. Include the building name and address on each invoice.
- 2.5 Each invoice shall be addressed to:

State of Alaska, DOT & PF
DFS Anchorage Hub
5848 East Tudor Road
Anchorage, Alaska 99507

If you prefer to submit electronically, invoices for services can be emailed to:

DFS.ANC.Admin@alaska.gov

- 2.6 At least one (1) person at the supervisory level who can speak, read and write English fluently must be available at all times during the performance of any work under this Contract.

3.0 DESCRIPTION OF WORK:

All work shall be based on a firm fixed price per occurrence for snow plowing (Lots 1-4) & per CY for snow/ice removal/hauling (Lot 5) from the parking lots and/or adjacent roadways and on a firm fixed price per occurrence for sanding the parking lots and adjacent roadways.

- 3.1 All parking lots and adjacent roadways shall be monitored by the contractor to ensure no more than 2” of snow has accumulated prior to the start of the business day. The parking lots must be checked between **1:00am-7:00am**, Monday through Friday, to ensure no more than 2” of snow has accumulated prior to the start of the business day (7:00 a.m. Monday - Friday). **The State will only pay for one snow plow service (occurrence) during a 24 hour period Monday – Friday. The state will not pay for any weekend service or on State Holidays, unless preapproved by the project manager ahead of time.** All work will be performed between **1:00 a.m. – 7:00 a.m.** Monday through Friday. **Preferably right before we open for business; between 4:00am – 7:00am.** This will ensure the least amount of accumulation after snow plowing operations. Method of measurement per occurrence will be used in the bid schedule for bid evaluation and award. 1-occurrence would encompass the entire parking lot area for each Lot. **The per Occurrence price listed in the bid schedule needs to include all associated costs to the contractor** (time, equipment, personnel wages, fuel, license/insurance, profit, etc., etc.).
- 3.2 Snow Hauling **LOT 5** will be on done on a call-out basis only. No payment will be made for any hauling done without being specifically requested by the State Project Manager or designated State representative. Method of measurement Cubic Yard (CY) will be used in the bid schedule for bid evaluation and award. The contractor can decide to use whichever truck they want when it comes to hauling; dump-truck, side-dump, end-dump or belly dumps. **The per CY price listed in the bid schedule needs to include all associated costs to the contractor** (time, equipment, personnel, fuel, license/insurance, dump fees, profit, etc., etc.). **The estimated quantities listed in the bid schedule will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed.**
- 3.3 Sanding operations will be on done on a call out basis only. No payment will be made for any sanding done without being specifically requested by the State Project Manager or designated State representative. Method of measurement per occurrence will be used in the bid schedule for bid evaluation and award. 1-occurrence would encompass the entire parking lot area for each Lot. Sand will need be evenly dispersed over the entire parking area and adjacent roadways. **The per Occurrence price listed in the bid schedule needs to include all associated costs to the contractor** (time, equipment, personnel wages, fuel, license/insurance, sand costs, profit, etc., etc.). Sand should be applied at a rate of approximately one cubic yard per 30,000 square foot of parking lot surface area. **The estimated quantities listed in the bid schedule will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed.**

- 3.4 Equipment operators shall be competent and experienced and shall be capable of operating the equipment to its full capacity. The Contractor shall replace those operators who exhibit misconduct while on the job, or are incompetent or negligent in the operation of the equipment.
- 3.5 Tudor Complex 5900 Communications building: on the southside of the building there is a small fenced in yard approximately 11,000 Sq Ft that will be plowed by state personnel and pushed onto the South parking lot of the Communications building and may possibly be needed to be hauled away by the contractor (**LOT 5**), if the DFS representative calls for hauling services for this area.

4.0 EQUIPMENT AND MATERIALS SPECIFICATIONS:

- 4.1. All equipment must meet pertinent Federal and State safety standards, with particular emphasis on lighting required for snow removal.
- 4.2. **A front-end loader or equal will be needed** to pile snow at a **minimum height of 12'** and higher in the designated stockpiles during each plowing occurrence if bidding on **LOTS 1-4**.
- 4.3. **LOT 5** the contractor can determine what truck to use for hauling; dump-truck, side-dump, end-dump or belly dumps.
- 4.4 Sand supplied for this contract shall contain no muck, frozen material, roots, sod or other deleterious matter, and shall be **100% passing a 3/8 screen with no more than 8% Passing a No. 200ths screen**. The contractor must be able to supply the specifications for the sand if requested by the project manager or by his/her rep.
- 4.5 The Contractor will be responsible for providing alternate equipment plan for scheduled services in the event the Contractor's equipment becomes faulty. This plan will be provided to the Project Manger 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 the time allotted to perform the services outlined in the Scope of Work.

END OF APPENDIX C



Stack Snow in Yellow Areas

Data Network Services

Anchorage SAR Cache

100%

40 m

Camera: 437 m 61°10'



Stack Snow

Stack Snow

Stack Snow

Stack Snow

Alaska Department
of Transportation...

Stack Snow

Stack Snow

Stack Snow

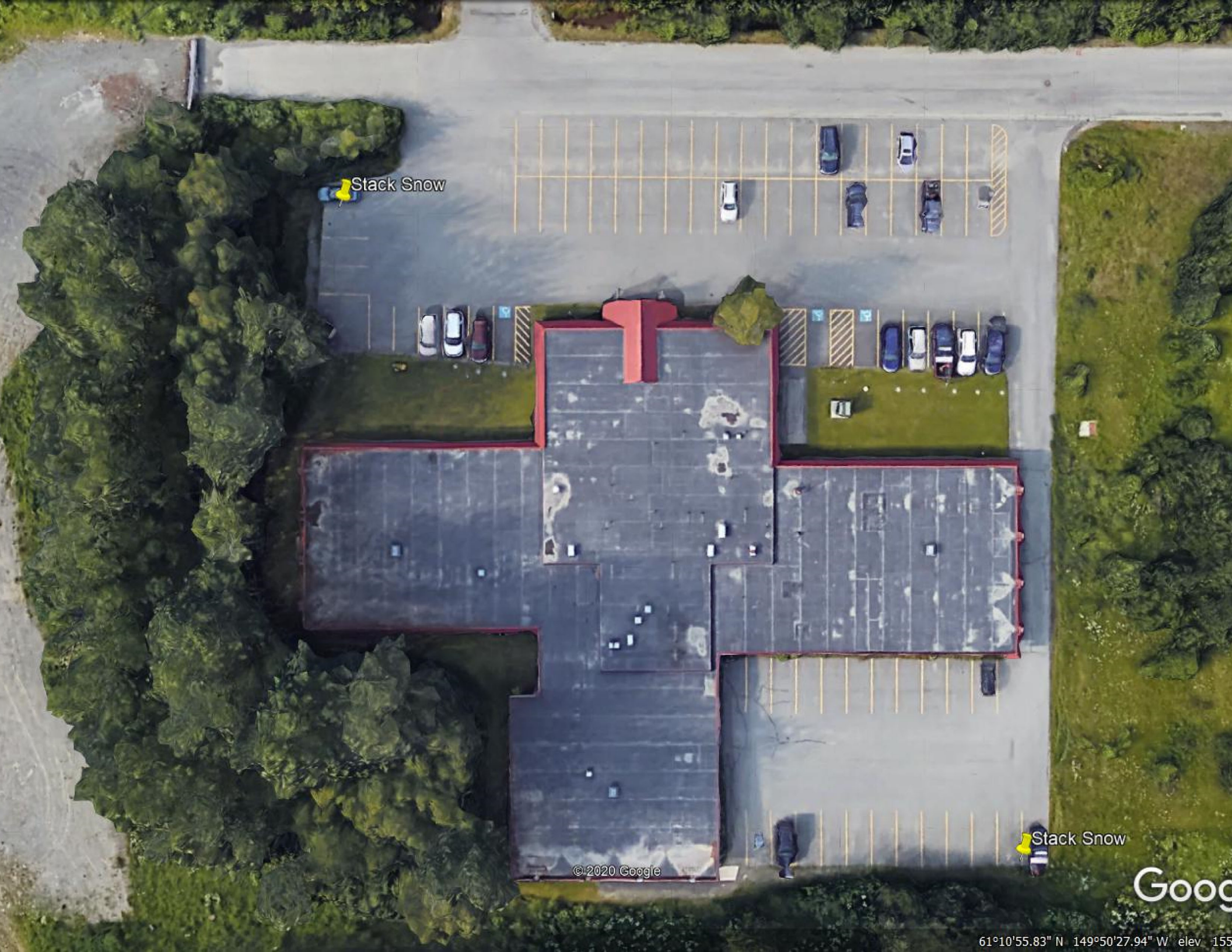
Stack Snow

Stack Snow


© 2020 Google

Google

61°10'55.83" N 149°50'27.94" W elev. 155





 Stack Snow



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 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 _____