

# STATE OF ALASKA INVITATION TO BID (ITB)



ITB 240000021

## SNOW REMOVAL, ICE CONTRAL AND GROUNDSKEEPING SERVICES

ISSUED JANUARY 11, 2024

**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 federal and state government;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal and state 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.

NAME <b>DAVID N. BAKER</b>	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER’S PREFERENCE? [ ] YES                      [ ] NO
Phone: 1 (907) 428-7220 TDD/TTY: 711 (Alaska Relay)	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES                      [ ] NO
	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: <a href="mailto:MvaDasProcurement@alaska.gov">MvaDasProcurement@alaska.gov</a>	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Military and Veterans Affairs (DMVA), Facilities Maintenance Office (FMO), is soliciting bids for snow removal, ice control, and groundskeeping services on an “as needed” basis as outlined in Section 2.10 Scope of Work (SOW). Work will be rendered at the Alcantara Alaska National Guard Facilities, located in Wasilla, Alaska.

### SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **February 2, 2024**, 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.

Deadline to receive questions is **January 23, 2024**, by **2:00 PM** prevailing Alaska Time.

Procurement officer: **DAVID N. BAKER**; – PHONE: 1 (907) 428-7220; TDD/TTY: 711 (Alaska Relay);  
Email: [david.baker@alaska.gov](mailto:david.baker@alaska.gov).

### SEC. 1.06 SITE INSPECTION

A **MANDATORY** site inspection walk-through is scheduled on Monday, January 22, 2022, at 1:00 PM prevailing Alaska time. Potential bidders must visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The site may be inspected only during the scheduled MANDATORY site inspection by contacting Gavin Fairbanks at (907)428-7187. A potential bidder's failure to visit the work site will preclude the bidder from performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this ITB and submitted bids will be found non-responsive. 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 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 submitting a bid via email, the bid may be emailed to [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov) and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the State is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

If submitting bids using U.S. mail, or delivery service, 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 Military & Veterans Affairs  
Procurement Section  
Attention: [DAVID N. BAKER](#)  
Invitation to Bid (ITB) Number: 240000021  
ITB Title: SNOW REMOVAL, ICE CONTROL & GROUNDSKEEPING SERVICES  
P.O. Box 5308  
JBER, Alaska 99505

It is the bidder's responsibility to contact the issuing agency at **1 (907) 428-7220** to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

### SEC. 1.08 ENROLLMENT IN IRIS

Bidders will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this ITB. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov/webapp/PRDVSS1X1/AltSelfService>. Bidders who are not enrolled prior to award of a contract will be notified by DMVA Procurement. Failure of a bidder to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

### SEC. 1.09 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 federal and state 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. 1.10 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. 1.11 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 / ITB Released		January 12, 2024
Site Inspection (Mandatory)	<b>1:00 PM</b>	January 22, 2024
Deadline for Receipt of Questions	<b>2:00 PM</b>	January 23, 2024
Deadline for Receipt of Bids / Bid Due Date	<b>2:00 PM</b>	<b>February 2, 2024</b>
<b>ANTICIPATED</b> Bid Evaluations Complete		Week of February, 5, 2024
<b>ANTICIPATED</b> Notice of Intent to Award		Week of February, 5, 2024
<b>ANTICIPATED</b> Contract Issued		<b>Week of February, 19, 2024</b>

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 Military & Veterans Affairs, 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 two (2) years firm from the date of award, approximately **March 1, 2024**, through **February 28, 2026**, with the option to renew for three (3) additional 1-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the State.

### SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Military & Veterans Affairs, Division of Administrative Services.

### SEC. 2.03 CONTRACT FUNDING

Department of Military and Veterans Affairs, Alaska Army National Guard Facilities Management Office (FMO), estimates a budget of twenty-three-thousand dollars (\$23,000.00) per contract year for a total of one-hundred-fifteen-thousand dollars (\$115,000.00) for all contract terms. Bids priced at more than one-hundred-fifteen-thousand dollars (\$115,000.00) will be considered non-responsive. Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

### 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 30 days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

### SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

### SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

### SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

**SEC. 2.08 CONTRACT PERFORMANCE LOCATION**

The location(s) the work is to be performed, completed, and managed is at Alcantra National Army Guard Armory, located at 3401 E. Bogard Road, Wasilla, AK.

By signature on their bid, the bidder certifies that all services provided under this contract by the Contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

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

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

**SEC. 2.09 SCOPE OF WORK AND SPECIFICATIONS**

This Invitation to Bid (ITB) is intended to result in a performance based multi-year contract(s) for Snow Removal & Ice Control Services, and Groundskeeping Services at the Alcantra Alaska National Guard Armory (Alcantra), located in Wasilla, Alaska. Facility business hours are 7:00 am to 4:00 pm Monday through Friday, excluding State holidays. Selected contractor(s) will provide snow removal and sanding and grounds keeping services as specified in this ITB. The selected contractor(s) shall provide for all supervision, materials, equipment, labor, and supplies to provide snow plowing, sanding, and snow removal to allow access to all the identified facilities the Department of Military and Veterans Affairs maintains at Alcantra.

**EQUIPMENT AND RESOURCES:** The contractor's equipment must be suitable for the performance of this contract and must meet all pertinent State, and Federal Safety Regulations. It will be up to the contractor to determine the types of equipment and resources needed to meet the performance demands of this agreement.

**SUPERINTENDENCE:** The contractor or their representative shall be always on-site during performance of work. The representative must be empowered to act for the contractor, must be fluent in both written and spoken English, and be competent to adequately perform the contracted services.

**SAFE PRACTICES:** Acceptable safe practices must be followed in the performance of the work. The contractor must comply with all standards prescribed by 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 always considered.

**DEFECTIVE WORK:** (Damage and Protection) The contractor shall, at their own expense, remedy and correct any defect in their work when the defect is brought to their attention. The contractor shall, without additional cost to the State or Building Owner, make good and be fully responsible for all injury or damage to persons or property which may result from their fault or negligence or that of their employees. 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. Where or

when a defect in the contractor's work could result in injury to a private citizen, Guard 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.

**PETROLEUM SPILL AND LEAKAGE:** The contractor is responsible for all cleanup actions required because of spills or equipment leakage during the performance of this contract. If equipment is stored on site appropriate measures shall be taken to prevent leaks or spills (drip pans, absorbent pads or as needed) at the site during performance of this contract. Failure to take reasonable and responsive corrective action in a timely manner will result in the State taking corrective action under the DEFECTIVE WORK paragraph above.

**SPILL CONTROL:** The contractor shall immediately prepare and submit a Spill Information Collection Sheet whenever there is a suspected or confirmed leak, spills or release of oil, hazardous substances, or regulated substance, not previously identified in the Contract Documents.

This report shall be provided to the Project Manager or their representative in an expeditious manner.

**ACCIDENT REPORTING:** Notify the Project Manager as soon as practical, but not later than 4 hours after ALL accidents. Notification will include contractor name; contract title; type of contract; name of activity, installation, or location where accident occurred; date and time of accident; 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.).

**GENERAL DESCRIPTION OF WORK:**

**1. SCOPE (LOT A) - Snow Removal & Ice Control:**

- a. Sidewalks are inclusive of their assigned areas.
- b. The Contractor is to monitor snow fall and commence plowing and cleaning of sidewalks in the areas designated on the attached maps when snow reaches a depth of three (3) to eight (8) inches unless otherwise directed by the Project Manager or their authorized representative.
- c. In the event of heavy snow accumulation during working hours, 7:00 a.m. – 4:00 p.m., the Contractor will be notified and expected to commence work within four (4) hours of notification.
- d. Since the National Guard has drill periods on weekends, the Contractor will be required to provide snow plowing and sidewalk cleaning on some weekends as well as weekdays. (NOTE: The state will not pay for contractor overtime costs, only the agreed upon costs of the contract.)
- e. 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.
- f. Disposal Sites: Snow generally does not need to be moved for any great distances as there are suitable disposal areas for most facilities at the end of most parking lots. Contractor shall ensure all Spoil (snow removed from areas under this contract) is pushed/hailed/stacked within the

designated disposal sites to allow for placement of the nominal seasonal snowfall accumulation for the areas being serviced.

- g. Prohibited Disposal Sites: Snow shall not be allowed to accumulate for any reason at any area 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, buildings, equipment, telephone poles, fire hydrants, or storage containers without written authorization by the Project Manager.

**2. PRIORITIES SCHEDULE:**

The selected contractor will communicate with the state project manager on what priorities to provide this agreement, e.g., which areas to receive serving first, second, etc.

**3. RESPONSE TIME FOR SNOW PLOWING:**

Three (3) inches to eight (8) inches per snow event. If snow accumulation reaches more than eight inches in one event and the contractor responds to the next three-inch snowfall, then the state will be charged for another response event. The response time will be approximately four (4) hours from the snow event or call from the project manager or authorized state official and work completed within twelve (12) hours.

**4. RESPONSE TIME FOR SANDING:**

(As requested by the Project Manager or authorized state official – within 4 hours of call out)

**5. RESPONSE TIME FOR SNOW REMOVAL:**

In the event piled snow needs to be physically moved from one area to another (use of loader and dump truck or side dumper), the response period will be one day from the time of the order by the project manager or authorized state official.

**6. SNOW EVENT:**

- a. A snow fall resulting in an accumulation of three (3) to eight (8) inches of snow within a twenty-four-hour period. Accumulation of more than eight (8) inches, measured at specific points designated by the project manager.
- b. NOTE: If it snows an additional three inches after the first responding event, the contractor shall be paid for that response but that is all (in a 24-hour period).

**7. RESTORATION:**

- a. The contractor and DMVA Facilities Manager will inspect the work site each fall before service begins and each spring after service ends to determine what, if any, damage occurred due to snow plowing or removal operations.
- b. All parking areas disturbed by snow removal activities shall be re-graded to form a level parking area and smooth transition to the roadway or sidewalk. This item will be considered incidental to the bid and no added compensation shall be allowed.

- c. All lawn areas disturbed by snow removal activities shall be re-graded to form a smooth transition from the existing lawn to the roadway or sidewalk at a maximum slope of 6:1 and shall be treated by the application of black dirt and seed blanket. This item will be considered incidental to the bid and no added compensation shall be allowed.
- d. Provide pulverized topsoil, seed blanket, and care of grass during establishment period for a complete surface restoration of lawns, parkways, and other areas disturbed because of the snow removal activities.
- e. Provide watering, replanting and continue as necessary until a close healthy stand of specified grasses is established.
- f. Scarify the compacted sub grade to a depth of 3 inches to receive the topsoil.
- g. 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.
- h. Spread at least 4 inches of prepared topsoil in areas of new grading raked smooth and level. Grade flush with walks, curbs, and paving.
- i. This item will be considered incidental to the bid and no added compensation shall be allowed.

**HISTORICAL INFORMATION:** Historically, Alcantra has approximately twenty-four (24) snow events (using the 3 – 8-inch protocol) per season and approximately ten (10) sanding events per season. This information is being provided only for informational purposes. The State does not guarantee a minimum or maximum amount of work to be performed or dollar amount to be spent under any contract resulting from this ITB.

### **SPECIAL SPECIFICATIONS**

#### **1. SANDING -- IMPORTANT DETAILS**

- a. Sanding will be ordered on an as-needed basis for the areas identified on the bid schedule. The contractor will communicate with the project manager on when and what areas to sand;
- a. Sand will be applied at approximately 0.0081 cubic feet of sand per one square yard of area. (0.0003 cubic yards of sand per square yard or 30 cubic yards of sand per 100,000 square yards of sanded area. If weight is used as a measurement as opposed to volume, sand should be calculated at approximately 2600 pounds per cubic yard;
- b. Contractor shall provide documentation of quantities of sand delivered for each occurrence with scale tickets indicating weight or number of cubic yards delivered. (If invoices from a sand supplier are used, the invoice cost should be deleted.);
- c. Sand size should be “F-chip.”;
- d. Potential bidders should pay particular attention to LINE 26 of the Bid Schedule which refers to Sand Sweeping at the end of each season. A blank in this area will be deemed to be a “No Charge”

item similar to leaving any other specific area blank. If there is no entry, the contractor will be expected to perform this requirement without additional charges to the State;

## **2. PRIORITIES SCHEDULE:**

The selected contractor will communicate with the Facility Management Office (FMO) project manager regarding which locations receive servicing priority. The priorities may change from one occurrence to the next depending on conditions or scheduled use of the various areas. Under this guideline, all areas might not be sanded for each occurrence.

## **3. PLOWING SPECIFICATIONS FOR ROADS:**

- a. Roads are to be kept clear to a width to include two (2) feet outside the white painted lines (fog line) of the road edges. Where no fog lines exist, roads are to be kept clear two (2) feet outside the road edges.
- b. Maximum accumulated snow and ice on the road surfaces shall be less than 1 inch.
- c. Plowing that does not meet the minimum depth and width requirements will be deemed deficient and the contractor will be required to correct the deficiency at no charge.

## **4. DESIGNATED AREAS TO MEASURE SNOW DEPTH:**

- a. Automatic Plowing. Successful contractor is to monitor snowfall and commence plowing when the snowfall reaches a depth of 3 to 8 inches. If the snow reaches a depth of 8 inches or more a second occurrence may be charged.
- b. Minimum Equipment Requirements. The contractor shall use a minimum 3/4-ton vehicle to plow snow under a contract resulting from this ITB. If a bucket loader is used, minimum bucket size shall be 3 yards. Contractor's failure to use equipment meeting these minimum size requirements will result in issuance of a Service Deficiency Claim and may result in cancellation of the contract.
- c. Snow is snow and no difference or allowance made for "wet snow," "dry snow," "drifted snow," or "frozen or packed snow."

## **5. SCOPE (LOT B) – GROUNDSKEEPING AND LANDSCAPING MAINTENANCE:**

During the summer months (Apr - Sept), the selected contractor shall be responsible for the following:

- a. Provide a spring and fall clean-up/ seasonal preparation which will consist of at least one site visit in spring after all snow is melted and fall after growth stops and before first snow fall. The site visits will entail the removal and disposal of all debris that has accumulated (leaves, trash, dead plant debris, etc.) repairing of beds, parking bumpers, signs, etc. which have been knocked or bumped out of place.
- b. All bed areas surrounding trees, shrubs, annuals, perennial, buildings, etc. will be weeded by hand as often as necessary to discourage unsightly weed growth.

- c. Prune all trees to their intended growth and remove dead, broken and/or crossing over branches as needed. Shrubs are to be kept pruned to their intended form. All winter damage is to be removed from in, around, and under trees and shrubs during spring cleanup.
- d. All grass shall be mulched unless specific permission to bag is given. Grass areas shall be thatched and aerated as needed to help water, air and nutrients to reach roots
- e. On a weekly basis the Contractor shall be responsible for:
  - I. Mowing all turf areas so that grass is a uniform height and does not exceed two (2) inches. If enough rain falls to make turf soggy, mowing may be postponed until turf has a chance to dry;
  - II. Walk around the property to pick up all debris;
  - III. Keep all areas free of weeds by mechanical means only;
  - IV. Edging will be done along walkways and curbs or wherever a power edger can be used;
  - V. String trimming (Weed Wacker) will be done on both sides of all fences so that grass is a uniform height and does not exceed two (2) inches;
  - VI. Blowing or sweeping leaves and clippings out of all bushes, rock beds and bark chip beds, sidewalks and pavement;
  - VII. Raking up and hauling away all trash, leaves, and debris;
- f. Groundskeeping and landscape maintenance not under the scope of work:
  - I. If these services are required, the State may contact the contractor for a quote separate from the contract resulting from this ITB. Request or acceptance of a quote will be at the sole discretion of the State;
  - II. Adding or providing bark and mulch to beds;
  - III. Chemical treatment for weed control;
  - IV. Removing entire dead plants, shrubs, trees, etc;
  - V. Planting flowers, trees etc;
  - VI. Adding, adjusting or removing beds;
  - VII. Hydro seeding or laying sod and extra work to promote the new growth;

**PROJECT MANAGEMENT**

It is the Contractor's responsibility to coordinate with the Project Manager and Facility occupants for gate keys and or movement of vehicles or the other problems related with snow removal from any given area.

**6. WORK INSPECTIONS:**

When required, the Contractor or their designated representative shall be prepared to make an inspection with the State's representative. Inspections with the State's representative will normally take place between 7:00 a.m. and 12:00 p.m. when required.

**7. BID SCHEDULE ENTRIES, INVOICES:**

- a. When preparing the Bid Schedule, potential bidders should make every effort to enter a price for each item of the spreadsheet. There are two (2) lots. Bidders may bid on one or both lots at their discretion. In order to be considered responsive, bidders must bid on all item(s) within that lot.
- b. The project manager may, at his discretion, choose to have some areas NOT serviced for a specific occurrence. Those decisions will be communicated to the contractor prior to the work being completed.
- c. Invoices will be based on the Bid Schedule and must be itemized by type of occurrence, date, and building number. All invoices must include a sequential number and efforts made to avoid duplication of a previous invoice number. Invoices should be submitted after each occurrence and must include supporting sheets generated from the Bid Schedule.

**8. CORRECTION OF DEFICIENCIES:**

All corrections required must be accomplished within 24 hours of the deficiency. Any carryover of non-corrected deficiencies may be grounds for the State to declare the contractor in default.

**9. DEFICIENT WORK:**

- a. The Project Manager (PM) will work with the contractor to resolve matters of deficiency by issuing a Deficient Work Notification Form to the contractor. The contractor shall correct any deficiency by the required time as noted in the Deficient Work Notification Form. If the contractor fails to appear for an inspection or a deficiency is not corrected within the stated period of time, the PM may hire another firm to correct the deficiency and deduct the cost from the next payment period due under the contract.
- b. If the contractor fails to correct the deficiency within the required time, this will be considered a valid service deficiency claim and the PM will submit a Deficient Work Notification to the procurement office. The procurement office will issue a Cure Letter. This letter will list the consequences for failing to correct the deficiency(s) and set a deadline after which the contractor may be found in default if corrective action is not taken.
- c. If the contractor is issued more than three (3) Cure Letters during the initial contract year, or a total of seven (7) Cure Letters for the life of the contract, it may be grounds for the procurement office to find the contractor in default and cancel the contract.

**10. CONTRACTOR AND EMPLOYEE QUALIFICATIONS:**

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. The State may require that the Contractor and all employees to submit to fingerprinting and a background check. If required, it is the responsibility of the Contractor to ensure that this requirement is met without delay. All cost involved will be borne by the Contractor. If identification cards are necessary, the cost will be borne by the Contractor.

**11. CONDUCT OF WORK:**

All services shall be performed during the frequency schedules 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.

**12. SERVICE LOCATIONS:**

Alcantra Readiness center and OMS (see bid schedule and map) Other areas include sidewalks, roads, and other required bid information identified on the bid schedule.

**SEC. 2.10 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

**SEC. 2.11 CONTINUING OBLIGATION OF CONTRACTOR**

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

**SEC. 2.12 INFORMAL DEBRIEFING**

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the Contractor.

**SEC. 2.13 INDEMNIFICATION**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent

error or omission of the Contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other Contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

## SEC. 2.14 INSURANCE

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

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

### Proof of insurance is required for the following:

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

## **SECTION 3. CONTRACT INVOICING AND PAYMENTS**

### **SEC. 3.01 BILLING INSTRUCTIONS**

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

- Contract number and title;
- Identification of the billing period;
- An itemized listing of deliverables and charges for the invoiced period;
- Total amount billed;
- Date invoice was submitted for payment;
- Entity name, contact information, and Alaska vendor number.

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

### **SEC. 3.02 PAYMENT FOR STATE PURCHASES**

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

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

## 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:

<https://www.commerce.alaska.gov/web/portals/4/pub/APP/00ApplicationOfPreferences2017.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 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. 4.06 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. 4.07 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. 4.08 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. 4.09 METHOD OF AWARD**

Award will be made **BY LOT** to the lowest responsive and responsible bidder. There are **two (2)** lots and bidders may bid on **one or both** lots at their discretion. In order to be considered responsive, bidders must bid on all item(s) within that lot.

**SEC. 4.10 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 federal, state, and 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); *DMVA 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 procure the goods or services from another source and hold the Contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**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 10 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) Supplemental Requirements for DMVA/FMO Federally Funded Contracts 2013
- 2) Standard Contract Form for Goods and Non-Professional Services - Appendix A, General Conditions;
- 3) Certification Of Entitlement To The Alaska Bidder Preference;
- 4) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 5) Antiterrorism Training;
- 6) Snowplow / Grounds Maintenance – Alcantra Lot;
- 7) Non-Conflict of Interest Statement;
- 8) Bid Schedule;
- 9) State Holiday Calendars
- 10) Bidder's Checklist

## ATTACHMENT 1

### Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013

#### Section 801. Applicable Law.

*The Successful Contractor will comply with the following Applicable Laws. To view any referenced Laws or Statutes in their entirety please contact the Project Management.*

#### Section 802. Governing Regulations.

This contract and the parties involved with this contract will comply with, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1.

#### Section 803. Nondiscrimination.

This contract and the parties involved with this contract will comply with the following national policies prohibiting discrimination:

- A.** Based on race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- B.** Based on race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- C.** Based on sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- D.** Based on age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- E.** Based on handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

#### Section 804. Lobbying.

- A.** The State covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.
- B.** The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

**Section 805. Drug-Free workplace.**

This contract and the parties involved with this contract will comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

**Section 806. Environmental Protection.**

- A.** The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:
- i. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414).
  - ii. Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder.
  - iii. The Resources Conservation and Recovery Act (RCRA).
  - iv. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA).
  - v. The National Environmental Policy Act (NEPA).
  - vi. The Solid Waste Disposal Act (SWDA)).
  - vii. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31.
  - viii. To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- B.** In accordance with the EPA rules, the party further agrees to also identify to the awarding agency (*State of Alaska \ Department of Military and Veterans Affairs \ Facilities Management Office*) any impact this award may have on:
- i. The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
  - ii. Flood-prone areas and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
  - iii. Coastal zones and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

- iv. Coastal barriers and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- v. Any existing or proposed component of the National Wild and Scenic Rivers System and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
- vi. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

**Section 807. Use of United States Flag Carriers.**

- A. The contractor and the parties involved, under this contract, agree that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- B. The contractor and the parties involved, under this contract, agree that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

**Section 808. Debarment and Suspension.**

This contract and the parties involved will comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the DoD in 2 CFR Part 1125. The State agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the State enters into transactions that are “covered transactions” under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

**Section 809. Buy American Act.**

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a, et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

**Section 810. Uniform Relocation Assistance and real Property Acquisition Policies**

The State covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**Section 811. Copeland “Anti-Kickback” Act.**

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of

Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force,

intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

### **Section 812. Contract Work Hours and Safety Standards Act.**

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

### **Section 813. Central Contractor Registration and Universal Identifier Requirements.**

The contractor and all parties involved with this contract agree to comply with the Central Contractor Registration and Universal Identifier Requirements as indicated below:

#### **Requirement for Central Contractor Registration (CCR)**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

#### **A. Requirement for Data Universal Numbering System (DUNS) Numbers**

If you are authorized to make sub awards under this award, you:

- i. Must notify potential sub-recipients that no entity (see definition in paragraph C of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.
- ii. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

#### **B. Definitions**

For purposes of this award term:

- i. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the [www.sam.gov](http://www.sam.gov) Internet site.
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUN’S number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

- iii. Entity, as it is used in this award term, means all the following, as defined at 2 CFR part 25, subpart C:
- a. A Governmental organization, which is a State, local government, or Indian Tribe.
  - b. A foreign public entity.
  - c. A domestic or foreign nonprofit organization.
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- iv. Sub-award:
- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Sub-recipient means an entity that:
- a. Receives a sub-award from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the sub-award.

#### **Section 814. Reporting Sub-awards and Executive Compensation**

The contractor agrees to comply with the Reporting Sub-awards and Executive Compensation requirements indicated below:

##### **A. Reporting of first-tier sub-awards**

- i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
- ii. Where and when to report.
  - a. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrc.gov>.
  - b. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).

- iii. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsr.gov> specify.

**B. Reporting Total Compensation of Recipient Executives.**

- i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
- a. the total Federal funding authorized to date under this award is \$25,000 or more;
  - b. in the preceding fiscal year, you received—
    - i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
    - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and,
  - a) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
- a. As part of your registration profile at <https://www.sam.gov>.
  - b. By the end of the month following the month in which this award is made, and annually thereafter.

**C. Reporting of Total Compensation of Sub-recipient Executives**

- i. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—
- a. in the sub-recipient's preceding fiscal year, the sub-recipient received--
    - i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
    - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and

- iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- ii. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:
  - a. To the recipient.
  - b. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

**D. Exemptions**

- i. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- ii. Sub-awards; and,
  - a. The total compensation of the five most highly compensated executives of any sub-recipient.

**E. Definitions. For purposes of this award term:**

- i. Entity means all the following, as defined in 2 CFR part 25:
  - a. A Governmental organization, which is a State, local government, or Indian tribe.
  - b. A foreign public entity.
  - c. A domestic or foreign nonprofit organization.
  - d. A domestic or foreign for-profit organization.
  - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.

- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iv. Sub-recipient means an entity that:
  - a. Receives a sub-award from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the sub-award.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - a. Salary and bonus.
  - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
  - d. Change in pension value. This is the change 'In present value of defined benefit and actuarial pension plans.
  - e. Above-market earnings on deferred compensation which is not tax-qualified.
  - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000. **Contractor Acknowledgement and Acceptance:**

Contractor Business:

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Entity/Name:

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Signature – Authorized Representative

Date

END of Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013

## ATTACHMENT 2

### STANDARD CONTRACT FORM

#### Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices.

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code <b>Internal Use Only</b>	4. Agency Appropriation Code <b>Internal Use Only</b>
5. Vendor Number	6. IRIS Document ID #	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of	Division	Hereafter the State, and	
9. Contractor		Hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Contract:</b></p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the Contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins <u>XXXX</u>, and ends <u>XXXX</u>. There are no renewal options for this contract.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the Contractor shall pay the State a sum not to exceed <u>\$XXXX</u> in accordance with the provisions of Appendix D.</p> <p>4.2 When submitting payment to the State, the Contractor shall refer to the Agency Contract Number and send the payment to:</p>			
11. Department of Military & Veterans Affairs	Attention: Division of		
Mailing Address	Attention:		
12. <b>CONTRACTOR</b>	13. <b>CONTRACTING AGENCY</b>		
Name of Firm	Department/Division		
Signature of Authorized Representative	Signature of Procurement Officer		
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer		
Date	Date		

**NOTICE: This contract has no effect until signed by the contracting agency.**

## APPENDIX A GENERAL CONDITIONS

### **1. Inspections and Reports:**

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the Contractor's facilities and activities under this contract. The Contractor shall make progress and other reports in the manner and at the times the department reasonable requires.

### **2. Suitable Materials, Etc.:**

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

### **3. 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.

### **4. Default:**

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

### **5. No Assignment or Delegation:**

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

### **6. No Additional Work or Material:**

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

### **7. Independent Contractor:**

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

### **8. Payment of Taxes:**

As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

### **9. Compliance:**

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits, and bonds.

**10. Conflicting Provisions:**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

**11. Officials Not to Benefit:**

Contractor must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

**12. Contract Prices:**

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

**13. Contract Funding:**

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

**14. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, 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 Agreement, 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.

**15. Contract Extension:**

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

**16. Severability:**

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

**17. Continuing Obligation of Contractor:**

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

**18. Governing Law; Forum Selection:**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

### ATTACHMENT 3

#### CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the offeror, and which could affect the award of the Informal Request for Proposals to the offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

- 1) As of the deadline for receipt of the bids, the offeror possesses a valid Alaska business license in any one of the following forms:
  - a 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 notarized affidavit that the offeror has applied and paid for the Alaska business license.
- 2) In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
  - (a) is submitting a bid for goods or services under the name appearing on the offeror's current Alaska business license;
  - (b) has maintained a place of business within the state staffed by the offeror, or an employee of the bidder, for a period of six months immediately preceding the date of the proposal;
  - (c) 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*
  - (d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

\_\_\_\_\_  
Signature of Bidder or Bidder's Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**ATTACHMENT 4**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION**  
**LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

The prospective recipient of federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name of Representative: \_\_\_\_\_.

Title of Representative: \_\_\_\_\_.

Signature: \_\_\_\_\_.

Date: \_\_\_\_\_.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number \_\_\_\_\_ or the Cage Code \_\_\_\_\_.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

## ATTACHMENT 5

### MANDATORY ANTI-TERRORISM TRAINING

In accordance with Department of Defense (DOD) Instruction 2000.16, all contract personnel working on site in the performance of a contract at a military site must obtain an Annual Antiterrorism Training Certificate before receiving a contract in the performance of the work.

Each individual working on site is required to complete Level I AT Awareness Training which is free and available online at <https://jko.jten.mil/courses/AT-level1/launch.html>. This is a two-hour course with a multiple-choice exam. Successful completion of the exam results in a written certificate that is that is good for one year from date of completion and may be used on any Department of Military and Veteran’s Affairs contract.

The contractor shall be responsible for providing the project manager with a copy of each individual’s Certificates of Training Completion, which will be maintained the contract file.

Contractors are encouraged to obtain the Level I Antiterrorism Awareness Training annually and to maintain certificates of each individual to expedite the contract award process.

Certificate(s) of Antiterrorism Training are not required when submitting a proposal. Contractor tendering a proposal must acknowledge below that if awarded a contract, each individual working on site will have a Certificate of Completion submitted to the project manager.

**Company Name:** \_\_\_\_\_

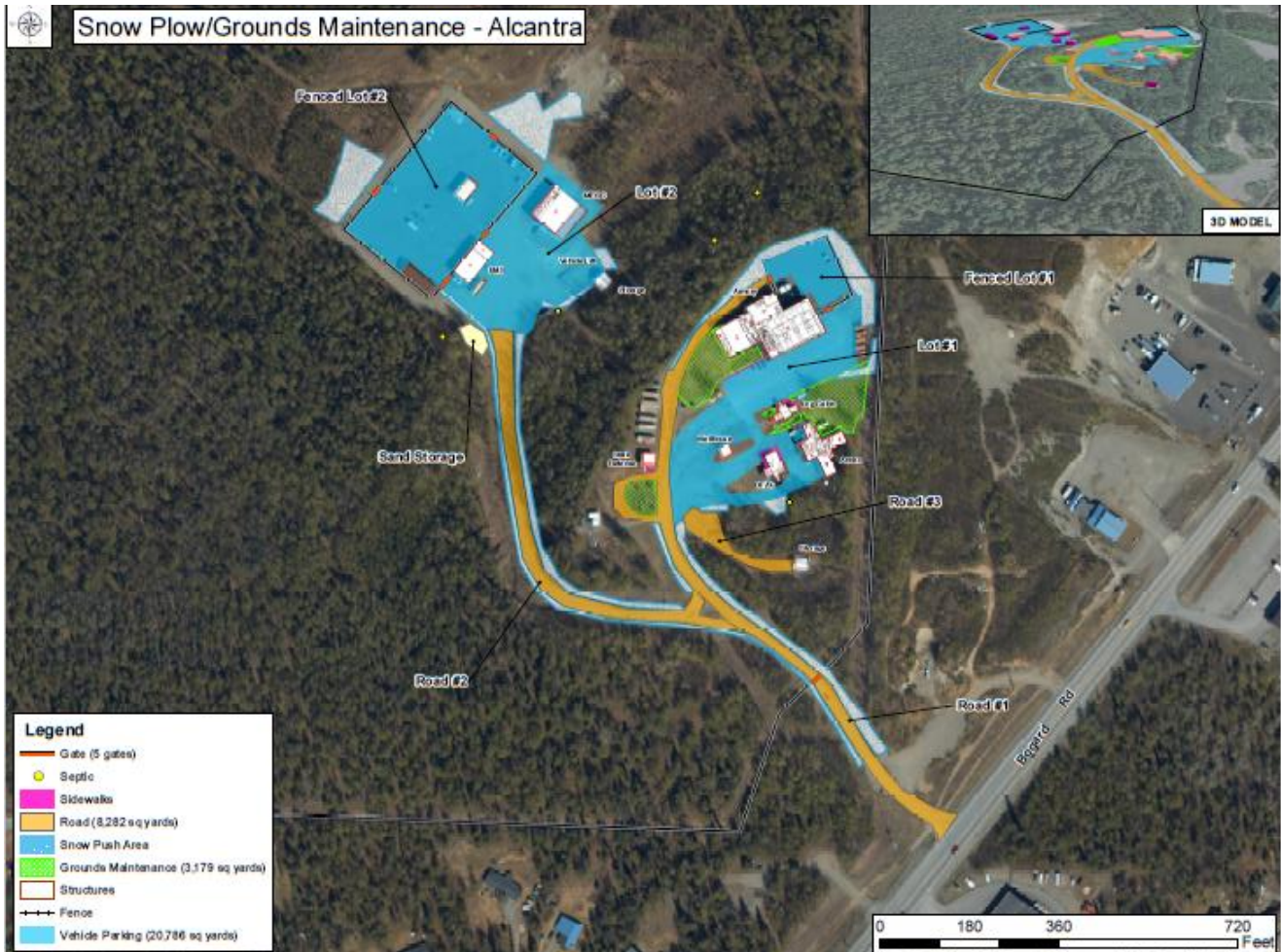
**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

# ATTACHMENT 6

## SNOWPLOW & GROUNDS MAINTENANCE – ALCANTRA LOT MAP



**ATTACHMENT 7**  
**NON-CONFLICT OF INTEREST STATEMENT**

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.

I certify that neither I nor 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.

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## ATTACHMENT 8 BID SCHEDULE

Bidders are to submit their bid using this Bid Schedule. Bidders that fail to complete this bid schedule shall be considered non-responsive and their bids rejected. Bid prices are to remain firm for the duration of the contract and are to include all costs associated with providing required services, including, but not limited to, direct expenses, payroll, supplies, equipment, overhead, and profit. The Total Cost per Lot shown (11A, 6B) on this form is the cost that will be used for evaluation and award purposes under this ITB.

Quantities shown are an estimate of the number of services that may be required during the winter season. These numbers are estimates only and will be used only for evaluation and award purposes. The State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this ITB. This ITB will be awarded to the lowest responsible and responsive bid based on lowest Unit Cost per Lot. There are two (2) lots and bidders may bid on one or both lots at their discretion. In order to be considered responsive, bidders must bid on all item(s) within that lot.

### 1. Bid Schedule

Lot 1 (A)	Description	Estimated No. of Events	Unit Cost Per Event	Extended Cost
1a.	Snow Plowing Services: Year 1	24	\$	\$
2a.	Snow Plowing Services: Year 2	24	\$	\$
3a.	Snow Plowing Services: Renewal Option Year 3	24	\$	\$
4a.	Snow Plowing Services: Renewal Option Year 4	24	\$	\$
5a.	Snow Plowing Services: Renewal Option Year 5	24	\$	\$
6a.	Sanding Services: Year 1	10	\$	\$
7a.	Sanding Services: Year 2	10	\$	\$
8a.	Sanding Services: Renewal Option Year 3	10	\$	\$
9a.	Sanding Services: Renewal Option Year 4	10	\$	\$
10a.	Sanding Services: Renewal Option Year 5	10	\$	\$
11A.	<b>Lot 1 (A) Five Year Total: Plowing &amp; Sanding Services (Sum of extended cost 1a-10a):</b> \$ _____			

Lot 2 (B)	Description	Estimated Weekly Services	Unit Cost Per Service	Extended Cost
1b.	Readiness Center and OMS Grounds Maintenance Year 1	26	\$	\$
2b.	Readiness Center and OMS Grounds Maintenance Year 2	26	\$	\$
3b.	Readiness Center and OMS Grounds Maintenance: Renewal Option Year 3	26	\$	\$
4b.	Readiness Center and OMS Grounds Maintenance: Renewal Option Year 4	26	\$	\$
5b.	Readiness Center and OMS Grounds Maintenance: Renewal Option Year 5	26	\$	\$
6B.	<b>Lot 2 (B) Five Year Total: Readiness Center and OMS Grounds Maintenance (Sum of extended cost 1b-5b):</b> \$ _____			
<b>Note:</b> The Extended Cost is derived by multiplying the Estimated Number of Services per year by the Unit Cost per Service. <u>The Extended Unit totals for Lot A &amp; B (11A, 6B) are the cost(s) that will be used for the evaluation and award of the contract.</u>				
<b>Total Contract Cost</b> (Sum of Five-Year Totals of either Lot A, B, or Lots A & B) \$ _____				
Company Name:				
Authorized Representative's Printed Name:				
Authorized Representative's Signature:				
Date Bid Schedule Signed:				

**2. PREFERENCE CERTIFICATION:**

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or "inked" out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

## ATTACHMENT 9 STATE HOLIDAY CALENDARS

# State of Alaska 2024 HOLIDAY CALENDAR

### State Holidays

Date	Holiday
01/01/2024	New Year's Day
01/15/2024	MLK Jr.'s Birthday
02/19/2024	Presidents' Day
03/25/2024	Seward's Day
05/27/2024	Memorial Day
07/04/2024	Independence Day
09/02/2024	Labor Day
10/18/2024	Alaska Day
11/11/2024	Veterans' Day
11/28/2024	Thanksgiving Day
12/25/2024	Christmas Day

Please refer to appropriate collective bargaining unit agreement for more information regarding holidays.

XX Holiday



State calendar maintained by the  
Division of Finance, Department of Administration

<http://doa.alaska.gov/calendars.html>

Revised 04/03/2023

#### JANUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

#### JULY

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21	22	23	24	25	26	27
28	29	30	31			

#### FEBRUARY

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#### AUGUST

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25	26	27	28	29	30	31

#### MARCH

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31						

#### SEPTEMBER

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29	30					

#### APRIL

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#### OCTOBER

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#### MAY

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#### NOVEMBER

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#### JUNE

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#### DECEMBER

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

# State of Alaska 2025 HOLIDAY CALENDAR

### State Holidays

Date	Holiday
01/01/2025	New Year's Day
01/20/2025	MLK Jr.'s Birthday
02/17/2025	Presidents' Day
03/31/2025	Seward's Day
05/26/2025	Memorial Day
07/04/2025	Independence Day
09/01/2025	Labor Day
10/18/2025	Alaska Day (observed 10/17/2025)
11/11/2025	Veterans' Day
11/27/2025	Thanksgiving Day
12/25/2025	Christmas Day

Please refer to appropriate collective bargaining unit agreement for more information regarding holidays.

XX Holiday



State calendar maintained by the  
Division of Finance, Department of Administration

<http://doa.alaska.gov/calendars.html>

Revised 10/17/2023

### JANUARY

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### JULY

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### FEBRUARY

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### AUGUST

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### MARCH

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### SEPTEMBER

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### APRIL

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### OCTOBER

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### MAY

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### NOVEMBER

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### JUNE

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### DECEMBER

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## ATTACHMENT 10 BIDDER'S CHECKLIST

This checklist is being provided as a courtesy to bidder's when preparing and submitting their bid. It may not be an all-inclusive list. It is the bidder's responsibility to ensure all required documents and information is submitted as specified within this ITB no later than the Deadline for Receipt of Bids.

### A. The following items are required to be completed and returned by the bidder with their quote:

1. \_\_\_\_\_ A completed Page 1 of this ITB, **and**
2. \_\_\_\_\_ A completed Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013 (Attachment 1 to this ITB), **and**
3. \_\_\_\_\_ A Completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment 4 of this ITB), **and**
4. \_\_\_\_\_ A Completed Mandatory Anti-Terrorism Training form (Attachment 5 to this ITB), **and**
5. \_\_\_\_\_ A completed Bid Schedule (Attachment 7 to this ITB), **and**
6. \_\_\_\_\_ Any Mandatory Return Amendment(s) to this ITB if any are issued by DMVA/DAS Procurement.

### B. The following items are required only if the Bidder is claiming an Alaska Bidder, Veteran, or other preference:

1. \_\_\_\_\_ A Completed Certification Of Entitlement To The Alaska Bidder Preference (Attachment 3 to this ITB).
2. \_\_\_\_\_ A Copy of the Certification Letter from the Department of Labor and Workforce Development, Division of Vocational Rehabilitation, if claiming the Employment Program or Alaskans with Disabilities preference.

Failure to complete and submit the above items with your quote may result in your bid being considered nonresponsive and being rejected by the State.