

STATE OF ALASKA

INVITATION TO BID (ITB)



ITB 2024-1000-0304

SNOW MACHINES

ISSUED APRIL 18, 2024

IMPORTANT NOTICE: If you receive 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 SHAWN M. OLSEN	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
Phone: 1 (907) 269-8687 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: shawn.olsen@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ VENDOR CUSTOMER NUMBER	_____ E-MAIL ADDRESS

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	5
SEC. 1.01 PURPOSE OF THE ITB	5
SEC. 1.02 BUDGET	5
SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS	5
SEC. 1.04 MINIMUM REQUIREMENTS	5
SEC. 1.05 INVITATION TO BID (ITB) REVIEW	6
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS	7
SEC. 1.07 SITE INSPECTION	7
SEC. 1.08 SUBMITTING BIDS	7
SEC. 1.09 ENROLLMENT IN IRIS	8
SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY	8
SEC. 1.11 AMENDMENTS TO BIDS	8
SEC. 1.12 AMENDMENTS TO THE ITB	8
SEC. 1.13 ITB SCHEDULE	8
SEC. 1.14 PRE-BID CONFERENCE	9
SEC. 1.15 ALTERNATE BIDS	9
SEC. 1.16 SUPPORTING INFORMATION	9
SEC. 1.17 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER	9
SECTION 2. SPECIFICATIONS AND CONTRACT INFORMATION	10
SEC. 2.01 SPECIFICATIONS	10
SEC. 2.02 ESTIMATED QUANTITIES	11
SEC. 2.03 NEW EQUIPMENT	11
SEC. 2.04 EQUIPMENT INSPECTION	11
SEC. 2.05 REMANUFACTURED/RECONDITIONED EQUIPMENT	11
SEC. 2.06 DISCONTINUED ITEMS	11
SEC. 2.07 REQUIRED PARTS BOOKS, MANUALS, AND HARDWARE	11
SEC. 2.08 WARRANTY	11
SEC. 2.09 LEMON CLAUSE	12
SEC. 2.10 F.O.B. POINT	12
SEC. 2.11 DELIVERY TIME	12
SEC. 2.12 ADVANCE NOTICE OF DELIVERY	12
SEC. 2.13 SHIPPING DAMAGE	13
SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	13
SEC. 2.15 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	13
SEC. 2.16 CONTRACT PERFORMANCE LOCATION	13
SEC. 2.17 CONTRACT TERM	14
SEC. 2.18 CONTINUING OBLIGATION OF CONTRACTOR	14
SEC. 2.19 CONTRACT ADMINISTRATION	14
SEC. 2.20 CONTRACT TYPE	14
SEC. 2.21 PAYMENT FOR STATE PURCHASES	14
SEC. 2.22 BILLING INSTRUCTIONS	15
SEC. 2.23 PROMPT PAYMENT FOR STATE PURCHASES	15

SEC. 2.24	CONTRACT PRICE ADJUSTMENTS.....	15
SEC. 2.25	THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED	15
SEC. 2.26	SUBCONTRACTORS.....	15
SEC. 2.27	JOINT VENTURES.....	15
SEC. 2.28	RIGHT TO INSPECT PLACE OF BUSINESS.....	15
SEC. 2.29	LIQUIDATED DAMAGES.....	15
SEC. 2.30	NONDISCLOSURE AND CONFIDENTIALITY	15
SEC. 2.31	INDEMNIFICATION	16
SEC. 2.32	INSURANCE REQUIREMENTS	16
SECTION 3.	CONTRACT INVOICING AND PAYMENTS.....	17
SEC. 3.01	BID FORMS.....	17
SEC. 3.02	BID BOND – PERFORMANCE BOND – SURETY DEPOSIT	17
SEC. 3.03	PRICES	17
SECTION 4.	EVALUATION AND CONTRACTOR SELECTION	18
SEC. 4.01	EVALUATION OF BIDS.....	18
SEC. 4.02	APPLICATION OF PREFERENCES	18
SEC. 4.03	ALASKA BIDDER PREFERENCE	18
SEC. 4.04	ALASKA VETERAN PREFERENCE.....	19
SEC. 4.05	USE OF LOCAL FOREST PRODUCTS.....	19
SEC. 4.06	LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE.....	20
SEC. 4.07	ALASKA PRODUCT PREFERENCE	20
SEC. 4.08	EMPLOYMENT PROGRAM PREFERENCE	20
SEC. 4.09	ALASKANS WITH DISABILITIES PREFERENCE.....	20
SEC. 4.10	PREFERENCE QUALIFICATION LETTER	20
SEC. 4.11	EXTENSION OF PRICES	20
SEC. 4.12	METHOD OF AWARD.....	20
SEC. 4.13	CONTRACTOR SELECTION PROCESS.....	21
SEC. 4.14	NOTICE OF INTENT TO AWARD	21
SECTION 5.	GENERAL PROCESS AND LEGAL INFORMATION	22
SEC. 5.01	INFORMAL DEBRIEFING	22
SEC. 5.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	22
SEC. 5.03	AUTHORITY	22
SEC. 5.04	COMPLIANCE	23
SEC. 5.05	SUITABLE MATERIALS, ETC.	23
SEC. 5.06	SPECIFICATIONS.....	23
SEC. 5.07	BRAND SPECIFIC	23
SEC. 5.08	ITEM UPGRADES	23
SEC. 5.09	WORKMANSHIP AND MATERIALS	23
SEC. 5.10	CONTRACTOR SITE INSPECTION	23
SEC. 5.11	ORDER DOCUMENTS.....	23
SEC. 5.12	HUMAN TRAFFICKING	24
SEC. 5.13	RIGHT OF REJECTION	24
SEC. 5.14	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	24
SEC. 5.15	DISCLOSURE OF BID CONTENTS	25

SEC. 5.16	ASSIGNMENTS.....	25
SEC. 5.17	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM).....	25
SEC. 5.18	DEFAULT.....	26
SEC. 5.19	DISPUTES	26
SEC. 5.20	SEVERABILITY	26
SEC. 5.21	CONTRACT CANCELLATION	26
SEC. 5.22	GOVERNING LAW; FORUM SELECTION	26
SEC. 5.23	QUALIFIED BIDDERS.....	26
SEC. 5.24	FEDERALLY IMPOSED TARIFFS.....	27
SEC. 5.25	PROTEST.....	27
SEC. 5.26	SOLICITATION ADVERTISING	28
SECTION 6.	ATTACHMENTS	29
SEC. 6.01	ATTACHMENTS	29

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

Chugach State Park (CSP) is renowned for its pristine winter landscapes and vibrant outdoor recreational opportunities. During the winter, when there is adequate snow, CSP opens six areas to the use of snowmachines with over 90 miles of on/off trail riding opportunities. Snowmachining is a cherished pastime and a significant economic driver in our region. 53% of Alaskans live within 30 minutes of CSP and take advantage of close-to-home riding opportunities. However, maintaining safe and enjoyable trails during the winter season is a constant challenge. To address this, The Department of Natural Resources, Parks and Outdoor Recreation is soliciting bids for nine new snowmachines, which are essential for trail maintenance, safety patrols, and emergency response.

Specifications for these snow machines have been carefully selected for their reliability, fuel efficiency, noise, safety features, and purpose.

SEC. 1.02 BUDGET

Department of Natural Resources, Division of Park & Outdoor Recreation, estimates a budget of between **\$150,000.00** and **\$165,000.00** dollars for this contract. Bids priced at more than **\$165,000.00** will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified through the Recreational Trail Program grant funding.

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **May 09, 2024**, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 MINIMUM REQUIREMENTS

In order for a bid to be considered responsive the bidder must meet these minimum requirements:

Five Skidoo Skandic SE 900 ACE Snowmobiles (preferably black in color):

- 4-stroke engine,
- At least 95 HP,
- 154" x 24" x 1.5" track,
- Pogo-style front shocks,
- 1500# towing capacity,
- Front bumper kit,

- Auxiliary LED light,
- Electronic winch kit,
- Rear bumper kit,
- J hitch,
- Chainsaw holder,
- Drawbar weld.

Three Skidoo Expedition Sport 900A Snowmobile (preferably black in color):

- 4-stroke engine,
- At least 95 HP,
- 154" x 20" x 1.5" track,
- Sport/utility,
- full body skid plate.

One Skidoo Summit X 850 Snowmobile:

- At least 165 HP,
- 154" x 16" x 2.5" track.
- Ski/snowboard kit,
- Mountain/deep powder capable.

Freight

- Freight must be included in bid. Units must be available for pickup within 50-miles of/or delivered to Chugach State Park headquarters office at 18620 Seward Hwy. Anchorage, Alaska 99516, and/or to 7278 E. Bogard Road, Wasilla, Alaska 99654, whichever location is least expensive.

A bidder's failure to meet these minimum requirements will cause their bid to be considered non-responsive and rejected.

SEC. 1.05 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 10 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 the award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.06 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 **April 29, 2024**, by **2:00 PM** Alaska Time.

Procurement Officer: [SHAWN M. OLSEN](#); – PHONE: 1 (907) 269-8687; TDD/TTY: 711 (Alaska Relay);
Email: shawn.olsen@alaska.gov

SEC. 1.07 SITE INSPECTION

Not applicable for this ITB.

SEC. 1.08 SUBMITTING BIDS

If submitting a bid via email, the bid may be emailed to shawn.olsen@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 Natural Resources
Procurement Section
Attention: [SHAWN M. OLSEN](#)
Invitation to Bid (ITB) Number: 2024-1000-0304
ITB Title: SNOW MACHINES
550 West 7th Avenue, Suite 1330
Anchorage, Alaska 99501

It is the bidder's responsibility to contact the issuing agency at **1 (907) 269-8687** to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.09 ENROLLMENT IN IRIS

Bidders will be required to be enrolled in the State of Alaska’s Integrated Resource Information System (IRIS) database prior to the 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 the award of a contract will be notified by DNR 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. 1.10 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. 1.11 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 by the contracting agency, in accordance with 2 AAC 12.160.

SEC. 1.12 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. 1.13 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		April 18, 2024
Deadline for Receipt of Questions	2:00 PM	April 29, 2024
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	May 09, 2024
ANTICIPATED Bid Evaluations Complete		May 10, 2024
ANTICIPATED Notice of Intent to Award		May 10, 2024
ANTICIPATED Contract Issued		May 21, 2024

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 Natural Resources, 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. 1.14 PRE-BID CONFERENCE

Not applicable for this ITB.

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 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. SPECIFICATIONS AND CONTRACT INFORMATION

SEC. 2.01 SPECIFICATIONS

The Contractor shall provide:

1. Skidoo Skandic SE 900 ACE Snowmobiles (preferably black in color): (5 units)

- 4-stroke engine,
- At least 95 HP,
- 154" x 24" x 1.5" track,
- Pogo-style front shocks,
- 1500# towing capacity,
- Front bumper kit,
- Auxiliary LED light,
- Electronic winch kit,
- Rear bumper kit,
- J hitch,
- Chainsaw holder,
- Drawbar weld.

All items must be installed prior to delivery.

2. Skidoo Expedition Sport 900A Snowmobile (preferably black in color): (3 units)

- 4-stroke engine,
- At least 95 HP,
- 154" x 20" x 1.5" track,
- Sport/utility,
- full body skid plate.

All items must be installed prior to delivery.

3. Skidoo Summit X 850 Snowmobile: (1 unit)

- At least 165 HP,
- 154" x 16" x 2.5" track.
- Ski/snowboard kit,
- Mountain/deep powder capable.

All items must be installed prior to delivery.

4. Freight

- Freight must be included in bid. Units must be available for pickup within 50-miles of/or delivered to Chugach State Park headquarters office at 18620 Seward Hwy. Anchorage, Alaska 99516, and/or to 7278 E. Bogard Road, Wasilla, Alaska 99654, whichever location is least expensive.

SEC. 2.02 ESTIMATED QUANTITIES

The quantities referenced in this ITB are required. The State expects to make this purchase approximately prior to **June 30, 2024**.

SEC. 2.03 NEW EQUIPMENT

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

SEC. 2.04 EQUIPMENT INSPECTION

Not applicable for this ITB.

SEC. 2.05 REMANUFACTURED/RECONDITIONED EQUIPMENT

Not applicable for this ITB.

SEC. 2.06 DISCONTINUED ITEMS

Not applicable for this ITB.

SEC. 2.07 REQUIRED PARTS BOOKS, MANUALS, AND HARDWARE

The items purchased are to be shipped complete with the instructions and hardware required for installation. Parts books, operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals must be included in the bid price of the equipment.

SEC. 2.08 WARRANTY

The Contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least **one-year**. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the State. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the State's rights under this

warranty clause will be considered null and void. The State is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and
2. if the State's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

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

SEC. 2.09 LEMON CLAUSE

This clause applies to all equipment purchased through this contract. The application period is **one-year** from the date of purchase. This clause takes precedence over any other warranty or service maintenance clauses associated with this contract.

Any equipment that fails (except due to operator error) to operate according to the manufacturer's published performance specifications and/or is subject to recurring related problems must be replaced with the same make and model of new equipment at no cost to the State.

SEC. 2.10 F.O.B. POINT

The F.O.B. point for this ITB will be must be available for pickup within 50 miles of/or delivered to Chugach State Park headquarters office at 18620 Seward Hwy. Anchorage, Alaska 99516, and/or to 7278 E. Bogard Road, Wasilla, Alaska 99654, whichever location is least expensive. The Contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the State's order. The Contractor will be required to prepay the freight charges from the F.O.B. point to the ultimate destination. The Contractor may charge-back the freight charges from the F.O.B. point to the ultimate destination as a separate item on the State's invoice. These costs must be billed as a pass-through charge.

SEC. 2.11 DELIVERY TIME

Bidders must indicate, in the space provided on the Bid Schedule, the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver within calendar days after the receipt of an order. Bids that specify deliveries in excess of **365** calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected.

SEC. 2.12 ADVANCE NOTICE OF DELIVERY

The Contractor must notify the freight company that delivers the order that the state facility receiving the order requires 24 hours advance notice of delivery.

SEC. 2.13 SHIPPING DAMAGE

The State will not accept or pay for damaged goods. The Contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the Contractor with written notice when damaged goods are received. The State will deduct the cost of the damaged goods from the invoice prior to payment. The Contractor must file all claims against the carrier(s) for reimbursement of the loss.

SEC. 2.14 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 are 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.

The 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. 2.15 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 with 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. 2.16 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed is for delivery to Nancy Lake State Recreation Area, at Mile Post 2 Nancy Lake Parkway, Willow, Alaska 99688.

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. 2.17 CONTRACT TERM

The length of the contract will be from the date of award until delivery of all items.

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 notice to the Contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the Procurement Officer via a written contract amendment.

SEC. 2.18 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. 2.19 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the Procurement Officer or person appointed by the Department of Natural Resources, Division of Parks & Outdoor Recreation.

SEC. 2.20 CONTRACT TYPE

This contract is a Firm Fixed Fee contract.

SEC. 2.21 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract. The State is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

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

SEC. 2.22 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, or Contract Award. The State will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

SEC. 2.23 PROMPT PAYMENT FOR STATE PURCHASES

Not applicable for this ITB.

SEC. 2.24 CONTRACT PRICE ADJUSTMENTS

Not applicable for this ITB.

SEC. 2.25 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Not applicable for this ITB.

SEC. 2.26 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.27 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.28 RIGHT TO INSPECT PLACE OF BUSINESS

Not applicable for this ITB.

SEC. 2.29 LIQUIDATED DAMAGES

Not applicable for this ITB.

SEC. 2.30 NONDISCLOSURE AND CONFIDENTIALITY

Not applicable for this ITB.

SEC. 2.31 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. 2.32 INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, it is agreed that 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 beginning work and must provide 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.

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 claim.

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 claim.

Contract Amount
\$100,000-\$499,999

Minimum Required Limits
\$500,000 per Claim / Annual Aggregate

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 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 federal and state 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. 3.02 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Not applicable for this ITB.

SEC. 3.03 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.

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 USE OF LOCAL FOREST PRODUCTS

Not applicable for this ITB.

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

Not applicable for this ITB.

SEC. 4.07 ALASKA PRODUCT PREFERENCE

Not applicable for this ITB.

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

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

SEC. 4.11 EXTENSION OF PRICES

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

SEC. 4.12 METHOD OF AWARD

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

SEC. 4.13 CONTRACTOR SELECTION PROCESS

Not applicable for this ITB.

SEC. 4.14 NOTICE OF INTENT TO AWARD

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

Not applicable for this ITB.

SEC. 5.02 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 to the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.03 AUTHORITY

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

SEC. 5.04 COMPLIANCE

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

SEC. 5.05 SUITABLE MATERIALS, ETC.

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

SEC. 5.06 SPECIFICATIONS

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

SEC. 5.07 BRAND SPECIFIC

Certain items may be designated brand specific. When an item is designated no substitutions for the brand and model specified will be allowed. In this ITB, items identified in Sec. 2.01 Specifications and on Attachment 4 Bid Schedule are to be the brand and model specified, no substitutions will be allowed.

SEC. 5.08 ITEM UPGRADES

The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

SEC. 5.09 WORKMANSHIP AND MATERIALS

Not applicable for this ITB.

SEC. 5.10 CONTRACTOR SITE INSPECTION

Not applicable for this ITB.

SEC. 5.11 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. 5.12 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. 5.13 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. 5.14 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. 5.15 DISCLOSURE OF BID CONTENTS

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be Confidential Business Information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its bid as CBI, the offeror must do the following when submitting their bid: (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 rejects 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. 5.16 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. 5.17 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. 5.18 DEFAULT

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

SEC. 5.19 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. 5.20 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. 5.21 CONTRACT CANCELLATION

- 1) 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 provided before the effective date termination.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the State to reject the bid as non-responsive or cancel the contract.

SEC. 5.22 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. 5.23 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. 5.24 FEDERALLY IMPOSED TARIFFS

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

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

SEC. 5.25 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."

SEC. 5.26 SOLICITATION ADVERTISING

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Certification Of Entitlement To The Alaska Bidder Preference;
- 2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 3) 28 CFR Part 67-Certification Regarding Drug-Free Workplace Requirements;
- 4) Bid Schedule.

ATTACHMENT 1

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the bidder 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 Invitation to Bid to the bidder'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 bids, 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 bids;
 - (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 2
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 any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

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 bid, 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 bid 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," "bid," 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 bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this bid 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 bid 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 3

28 CFR PART 67-CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations that the grantee certifies that it will or will continue to provide a drug-free workplace by.

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place of Performance (Street address, city, county, state, zip code)

Check _____ if there are workplaces on file that are not identified here.

Print Name and Title of Authorized Representative

SignatureDate

ATTACHMENT 4

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 Contract Cost shown on this form is the cost that will be used for evaluation and award purposes under this ITB.

1. Bid

ITEM	DESCRIPTION	UNIT COST	EXTENDED COST
1.	Five units – Ski Doo Skandic SE 900 ACE Snow Machines with 154" x 24" x 1.5" Track, and installed accessories; or State approved equivalent.	\$	\$
2.	Three units – Ski Doo Expedition Sport 900A Snow Machines with 154" x 20" x 1.5" Track, and installed accessories; or State approved equivalent.	\$	\$
3.	One unit – Ski Doo Summit X 850 Snow Machines with 154" x 16" x 2.5" Track, and installed accessories; or State approved equivalent.	\$	\$
4.	Freight must be included in bid. Units must be available for pickup within 50-miles of/or delivered to Chugach State Park headquarters office at 18620 Seward Hwy. Anchorage, Alaska 99516, and/or to 7278 E. Bogard Road, Wasilla, Alaska 99654, whichever location is least expensive.		\$
5.	Total Contract Cost (Sum of Extended Cost for Items 1-4)		\$
6.	Anticipated Delivery Date		
7.	Enter Delivery Option	State must pickup within 50 of Anchorage and Wasilla location.	
8.	Enter Delivery Option	Snow Machines will be delivered to Anchorage location.	
9.	Enter Delivery Option	Snow Machines will be delivered to Wasilla location.	
10.	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.		