

STATE OF ALASKA INVITATION TO BID (ITB)



SNOW REMOVAL & ICE CONTROL FOR THE DEPARTMENT OF MILITARY AND VETERAN'S AFFAIRS

ITB 250000003

ISSUED AUGUST 15, 2024

THE DEPARTMENT OF MILITARY & VETERAN'S AFFAIRS IS SEEKING QUALIFIED CONTRACTORS FOR SNOW REMOVAL AND ICE CONTROL IN MULTIPLE LOCATIONS ACROSS ALASKA.

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 if you desire to receive notification of subsequent amendments to the solicitation.

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

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

DEPARTMENT OF MILITARY & VETERANS AFFAIRS	
FACILITIES MANAGEMENT OFFICE	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
DAVID BAKER	PRINTED NAME
PHONE: (907) 428-7220	DATE
EMAIL: MvaDasProcurement@alaska.gov	

TABLE OF CONTENTS

INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE ITB.....	4
SEC. 1.02 BUDGET	4
SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.04 PRIOR EXPERIENCE	4
SEC. 1.05 REQUIRED REVIEW	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS	5
SEC. 1.07 SITE INSPECTION	5
SEC. 1.08 RETURN INSTRUCTIONS	5
SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY.....	6
SEC. 1.10 AMENDMENTS TO BIDS	6
SEC. 1.11 AMENDMENTS TO THE ITB	6
SEC. 1.12 ITB SCHEDULE.....	6
SEC. 1.13 ALTERNATE BIDS	7
SEC. 1.14 SUPPORTING INFORMATION	7
SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER	7
SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION	8
SEC. 2.01 SCOPE OF WORK	8
SEC. 2.02 CONTRACT TERM	26
SEC. 2.03 CONTRACT TYPE	26
SEC. 2.04 PAYMENT FOR STATE PURCHASES	26
SEC. 2.05 CONTRACT ADMINISTRATION.....	26
SEC. 2.06 CONTRACT PERFORMANCE LOCATION	26
SEC. 2.07 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED	27
SEC. 2.08 SUBCONTRACTORS	27
SEC. 2.09 JOINT VENTURES	27
RIGHT TO INSPECT PLACE OF BUSINESS	27
SEC. 2.10 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	27
SEC. 2.11 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS.....	27
SEC. 2.12 CONTINUING OBLIGATION OF CONTRACTOR	27
SEC. 2.13 BILLING INSTRUCTIONS.....	27
SEC. 2.14 ESTIMATED QUANTITIES	28
SEC. 2.15 NONDISCLOSURE AND CONFIDENTIALITY	28
SEC. 2.16 INDEMNIFICATION.....	29
SEC. 2.17 INSURANCE.....	29
SECTION 3. BID FORMAT AND CONTENT	30
SEC. 3.01 BID FORMS	30
SEC. 3.02 PRICES	30
SECTION 4. EVALUATION AND CONTRACTOR SELECTION	31
SEC. 4.01 EVALUATION OF BIDS	31
SEC. 4.02 APPLICATION OF PREFERENCES	31
SEC. 4.03 ALASKA BIDDER PREFERENCE	31
SEC. 4.04 ALASKA VETERAN PREFERENCE.....	32
SEC. 4.05 USE OF LOCAL FOREST PRODUCTS.....	32
SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE	32
SEC. 4.07 ALASKA PRODUCT PREFERENCE	32
SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE	33

SEC. 4.09	ALASKANS WITH DISABILITIES PREFERENCE	34
SEC. 4.10	PREFERENCE QUALIFICATION LETTER	34
SEC. 4.11	EXTENSION OF PRICES	34
SEC. 4.12	METHOD OF AWARD	34
SEC. 4.13	NOTICE OF INTENT TO AWARD	34
SECTION 5.	GENERAL PROCESS AND LEGAL INFORMATION	35
SEC. 5.01	INFORMAL DEBRIEFING	35
SEC. 5.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	35
SEC. 5.03	AUTHORITY	35
SEC. 5.04	COMPLIANCE	36
SEC. 5.05	SUITABLE MATERIALS, ETC.	36
SEC. 5.06	SPECIFICATIONS	36
SEC. 5.07	WORKMANSHIP AND MATERIALS	36
SEC. 5.08	CONTRACTOR SITE INSPECTION	36
SEC. 5.09	ORDER DOCUMENTS	36
SEC. 5.10	HUMAN TRAFFICKING	36
SEC. 5.11	RIGHT OF REJECTION	37
SEC. 5.12	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	37
SEC. 5.13	DISCLOSURE OF BID CONTENTS	37
SEC. 5.14	ASSIGNMENTS	38
SEC. 5.15	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)	38
SEC. 5.16	DEFAULT	38
SEC. 5.17	DISPUTES	38
SEC. 5.18	SEVERABILITY	38
SEC. 5.19	CONTRACT CANCELLATION	38
SEC. 5.20	GOVERNING LAW; FORUM SELECTION	39
SEC. 5.21	QUALIFIED BIDDERS	39
SEC. 5.22	FEDERALLY IMPOSED TARIFFS	39
SEC. 5.23	PROTEST	40
SECTION 6.	ATTACHMENTS	41
SEC. 6.01	ATTACHMENTS	41

INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Military and Veterans Affairs (DMVA), Alaska Army National Guard (AANG), Facilities Management Office (FMO), is soliciting bids from qualified contractor(s) to provide snow plowing, snow removal, and sanding services on an “as needed basis” in multiple Alaska National Guard facilities as specified within this document.

Services are to be provided at the following locations by **LOT**:

- **LOT 1:** Alcantra Alaska National Guard Armory (Alcantra) – **Wasilla, Alaska**
- **LOT 2:** Army National Guard Readiness Center & OMS Shop – **Fairbanks, Alaska**
- **LOT 3:** Alaska Army National Guard Hangar and Facilities Maintenance Shop – **Juneau, Alaska**
- **LOT 4:** Bryant Army Airfield, Camp Carroll, and Camp Denali – **Joint Base Elmendorf-Richardson (JBER)**

SEC. 1.02 BUDGET

DMVA-FMO estimates the following budgets **per lot** for all contract years:

- **LOT 1:** Alcantra Alaska National Guard Armory (Alcantra) – **\$250,000.00**
- **LOT 2:** Army National Guard Readiness Center & OMS Shop – **\$400,000.00**
- **LOT 3:** Alaska Army National Guard Hangar and Facilities Maintenance Shop – **\$350,000.00**
- **LOT 4:** Bryant Army Airfield, Camp Carroll, and Camp Denali – **\$3,250,000.00**

Bids exceeding the per-lot budgets above will be considered non-responsive.

The services are as needed, and the budget amount is an estimate only and does not represent a work commitment. Funds will be available for each project and will be issued for each project’s specific Delivery Order (DO).

The State does not guarantee a minimum or a maximum number of services to be provided or a dollar amount to be spent under any contract resulting from this ITB.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **Thursday, September 5th, 2024**, at which time they will be publicly opened. Late bids will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

No specific minimums have been set for this ITB.

SEC. 1.05 REQUIRED 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 deadline for receipt of bids. 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. 1.06 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.

SEC. 1.07 SITE INSPECTION

A **MANDATORY** site inspection walk-through is scheduled for **Monday, August 26, 2024, at 9:00 AM** prevailing Alaska time for **Lot 4 – JBER (Camp Denali & Camp Carrol)**.

A **MANDATORY** site inspection walk-through is scheduled for **Wednesday, August 28, 2024, at 9:00 AM** prevailing Alaska time for **Lot 1 - Wasilla (Alcantra)**

Potential bidders are encouraged to visit both **Lot 4 - JBER (Bryant Airfield, Camp Denali & Camp Carrol)** and **Lot 1 - Wasilla (Alcantra)** work sites so that they can see the conditions under which the work described in this ITB will be performed.

Attendees for the Lot 4 (JBER) site visit are required to contact Scott Stewart at (907) 428-7198 three (3) days prior to the scheduled site visit so arrangements may be made for a base pass for JBER. Bidders will also be required to provide a valid ID and proof of vehicle registration and insurance for access to JBER. No more than two bidder representatives will be allowed to attend.

Late bidders or attendees to these mandatory site inspections may be afforded the opportunity to visit either the Lot 4 (JBER) or Lot 1 (Wasilla) sites at a later date and time at the DMVA Project Manager's discretion. If additional site inspections are scheduled, an amendment to this ITB will be issued informing all interested parties to the additional site inspection(s).

The DMVA contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions, and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.05.

A bidder's failure to attend the site visit or who leave the site visit before visiting all facilities will preclude them from being able to perform 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.

SEC. 1.08 RETURN INSTRUCTIONS

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

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

Department of Military and Veterans Affairs
Division of Administrative Services
Attention: [DMVA Procurement](#)

Invitation to Bid (ITB) Number: 250000003

ITB Title: Snowplowing Services for the Department of Military & Veterans Affairs

If using U.S. mail, please use the following address:

P.O. Box 5308

Joint Base Elmendorf-Richardson, AK 99505

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

49000 Army Guard Road, Suite B105B

Joint Base Elmendorf-Richardson, AK 99505

If submitting your bid via email, the entire bid may be emailed to 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. Like 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 bids.

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

SEC. 1.09 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. 1.10 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. 1.11 AMENDMENTS TO THE ITB

If an amendment is issued before the deadline for receipt of bids, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

SEC. 1.12 ITB SCHEDULE

The ITB schedule below 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 Standard Time (AST).

ACTIVITY	TIME	DATE
Issue Date / ITB Released		Thursday, August 15, 2024
Mandatory Lot 4 (JBER) Site Inspection / Walk Through	9:00 AM	Monday, August 26, 2024
Mandatory Lot 1 (Wasilla) Site Inspection / Walk Through	9:00 AM	Wednesday, August 28, 2024
Pre-Bid Teleconference for Lot 2 (Fairbanks) & Lot 3 (Juneau)	TBD	TBD
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	Thursday, September 5, 2024
ANTICIPATED Bid Evaluations Complete		Week of September 9, 2024
ANTICIPATED Notice of Intent to Award		Week of September 9, 2024
ANTICIPATED Contract Issued		Week of September 16 th , 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 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.

PRE-BID TELECONFERENCE

A pre-bid teleconference will be held at future time and date to yet be determined. An amendment to this ITB will be issued once a date and time has been established. The purpose of the teleconference is to discuss the work to be performed with prospective bidders and allow them to ask questions concerning the ITB. Bidders should read the ITB in full and come to the meeting prepared to discuss any questions or concerns.

Bidders with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-bid conference so that reasonable accommodation can be made.

SEC. 1.13 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. 1.14 SUPPORTING INFORMATION

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, may cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.15 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 must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

This Invitation to Bid (ITB) is intended to result in performance based multi-year contracts for Snow Removal & Ice Control Services for **FOUR (4) LOTS** located across Alaska. Bidders may bid on one or more lots. In order to be considered responsive to this ITB, bidders must bid on all items within that lot. Multiple as-needed contracts for snow removal and sanding may result from this solicitation.

Note: Bidders need not respond to all lots, but all items within the lot(s) submitted must be priced. Only lots submitted for the State's consideration are required as a deliverable.

LOT 1: Alcantra Alaska National Guard Armory – Wasilla, Alaska

SNOW REMOVAL & ICE CONTROL SERVICES: The selected contractor will provide snow removal and sanding and grounds keeping services at the Alcantra Alaska National Guard Armory (Alcantra), located in Wasilla, Alaska as specified in this ITB. Selected contractor 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.

The Alaska Department of Transportation & Public Facilities will be improving access to the Alcantra location. An estimated additional 2,280 feet of roadway is anticipated to be put into service by the winter of 2025. Any additional snow removal and sanding for this Lot will be added by a bilateral contract amendment.

- 1. 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.
- 2. 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.
- 3. 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. Vehicles owners must have liability auto insurance with a minimum coverage of \$50,000.00 for personal injury to each person, \$100,000.00 for each accident and \$25,000.00 for property damage. Seat belt usage is mandatory for passengers and drivers.
- 4. 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, 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. If 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.

5. **PETROLEUM SPILL AND LEAKAGE:** The contractor is responsible for all cleanup actions required as a result 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.
6. **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.

7. **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 - 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) 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 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 (8) 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 that 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 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.
- a) **NOTE:** If it snows an additional three (3) inches after the first responding event, the contractor will be paid for that response but that is all (in a 24-hour period).
7. **RESTORATION:**
- a) 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.
- b) 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.
- c) Provide **pulverized** topsoil, seed blanket, and care of grass during establishment period for a complete surface restoration of lawns, parkways, and other areas disturbed as a result of the snow removal activities.
- d) Provide watering, replanting and continue as necessary until a close healthy stand of specified grasses is established.
- e) Scarify the compacted sub grade to a depth of three (3) inches to receive the topsoil.
- f) 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.

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

h) This item will be considered incidental to the bid and no added compensation shall be allowed.

8. **HISTORICAL INFORMATION:** Historically Alcantra has about twenty-four (24) snow events (using the 3 – 8-inch protocol) per season and about 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.
- b) 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
- c) Contractor will 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.
- d) Sand size should be “F-chip.”
- e) 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 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 must 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 one (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. BID SCHEDULE ENTRIES, INVOICES:

- a) When preparing the Bid Schedule, potential bidders shall make every effort to enter a price for each item in the green areas of the spreadsheet. The Bid Schedule is provided in Excel format and is designed to minimize chances for errors. There are four (4) lots. 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 actually being done.
- c) Invoices will be based on the Bid Schedule and must be itemized by type of occurrence, date, contract number, 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.
- a) 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 shall be submitted no later than the third working day for the preceding months' work, must include supporting sheets generated from the Bid Schedule, and emailed to mvafocontracts@alaska.gov.

5. 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 three (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) There is no difference or allowance made for "wet snow," "dry snow," "drifted snow," or "frozen or packed snow."

LOT 2: Fairbanks Army National Guard Readiness Center, and OMS Shop – Fairbanks, Alaska

SNOW REMOVAL & ICE CONTROL SERVICES: The selected contractor will provide snow removal and sanding and grounds keeping services at the Fairbanks Army National Guard Readiness Center, and OMS Shop, located in Fairbanks, Alaska as specified in this ITB. The selected contractor shall provide 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 the National Guard Readiness center in Fairbanks, Alaska.

SNOW AND ICE CONTROL SCOPE OF WORK:**1. FAIRBANKS ARMORY – (Attachment 9)**

Snow is to be plowed, pushed, and stacked at each occurrence at the direction of the State of Alaska Point of Contact Kyle Rogers (907-459-8725). To be plowed on a call out basis only. A Call Out occurrence will generally be initiated at a two (2") inch snowfall accumulation for the parking areas and sidewalks in front of the building. A second occurrence may be charged if snow has reached a depth of six (6") inches by the time of Call-Out for services. Sanding will be ordered by the point of contact on an as needed basis. Sand must be spread, minimum two (2) yards of sand. A onetime service at end of season for sand & gravel sweeping of parking area, gravel shall be mechanically broomed out of vegetated areas prior to sweeping parking area, may be requested annually.

2. FAIRBANKS OMS SHOP – (Attachment 9)

Snow must be plowed, pushed, and stacked at each occurrence at the direction of the State of Alaska point of contact (POC) Scott Stewart (907-428-7198). The Contractor will monitor weather advisories to ensure they're prepared to clear snow in the event a snow event exceeds a minimum of 2" (2 inches) in the areas designated on the attached map(s). The Contractor will be required to be actively engaged in continuous on-site effort within four (4) hours from the time an accumulation of 2" or greater of snowfall is reported, until all areas of responsibility comply with contract specifications. Any snowfall event of 2" or greater will be the responsibility of the vendor unless otherwise directed by the Project Manager.

3. EQUIPMENT: Contractor may be required to provide a listing of owned equipment prior to award of contract resulting from this ITB.

4. RESPONSE TIME: Call Out plowing and sanding services shall commence no more than four (4) hours after notification, services may be requested at any time.

5. BID SCHEDULE ENTRIES, INVOICES:

- a) When preparing the Bid Schedule, potential bidders must enter a price for each item in the green areas of the spreadsheet. The Bid Schedule is provided in Excel format and is designed to minimize chances for errors. There are four (4) lots. 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 done.
- c) Invoices will be based on the Bid Schedule and must be itemized by type of occurrence, date, building number, and contract 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.
- b) Invoices shall be submitted no later than the third working day for the preceding months' work, must include supporting sheets generated from the Bid Schedule, and emailed to mvafmocontracts@alaska.gov.

LOT 3: Alaska Army National Guard Hangar and Facilities Maintenance Shop – Juneau, Alaska

SNOW REMOVAL & ICE CONTROL SERVICES: Contractor 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 that the Department of Military and Veterans Affairs maintains in Juneau area.

- a) Sidewalks are inclusive of their assigned areas.
- b) 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.
- c) 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. The State will not pay for contractor overtime costs, only the agreed upon costs of the contract.
- d) The Contractor must comply with all applicable State and Federal labor, wage, hourly rates, safety and associated laws, which have a bearing on the services provided.

The Project Manager for this project will be identified in the contract.

1. **COORDINATION:** 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.
2. **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.
3. **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 Contracting Office.
4. **WORK INSPECTIONS:** When required, the Contractor's project manager 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.
5. **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.
6. **SERVICE CONTRACT DEFICIENCIES:** The Contractor's failure to provide a service required by this contract will be grounds for the State to issue a Service Deficiency Claim (SDC) to the Contractor. The SDC will be provided to the contractor in writing. The Contractor will advise the State, in writing, of the corrective action being taken.

If a deficiency is not corrected within twenty-four (24) hours from the time it is issued, the State may issue another SDC and procure, from another contractor (or state staff) the services necessary to correct the deficiency. The Contractor will then be obligated to reimburse the State for the amount required to correct the problem. The Project Manager will communicate the damages amount to the Contractor prior to the next billing cycle.

If a Contractor gets more than three (3) substantiated SDCs during the life of the contract and may be grounds for the State to declare the Contractor in default and cancel this contract immediately.

7. **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.
8. **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.
9. **PRIORITIES SCHEDULE:** The selected Contractor will communicate with the State Project Manager on what priorities to provide during the fulfillment of this agreement, e.g., which areas to receive serving first, second, etc.
10. **RESPONSE TIME FOR SNOW PLOWING:** The response time will be approximately four (4) hours from the snow event or call out from the project manager or authorized state official and work completed within twelve (12) hours.
11. **RESPONSE TIME FOR SANDING:** As requested by the Project Manager or authorized state official – within four (4) hours of call out.
12. **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 24 hours from the time of the order by the Project Manager or authorized state official.
13. **RESTORATION:** 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.
 - a) 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.

- b) Provide pulverized topsoil, seed blanket, and care of grass during establishment period for a complete surface restoration of lawns, parkways, and other areas disturbed as the result of the snow removal activities.
- c) Provide watering, replanting and continue as necessary until a close healthy stand of specified grasses is established.
- d) Scarify the compacted sub grade to a depth of three (3) inches to receive the topsoil.
- e) 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.
- f) Spread at least four (4) inches of prepared topsoil in areas of new grading raked smooth and level. Grade flush with walks, curbs, and paving.

This item will be considered incidental to the bid and no added compensation shall be allowed.

14. HISTORICAL INFORMATION: Historically Juneau has about twenty (20) snow events per season and about ten (10) sanding events per season. This is for information only and will vary depending on weather increments.

15. SERVICE LOCATIONS: Juneau OMS and Hangar (Attachment 10). Other areas include sidewalks, roads, and other required bid information identified on the bid schedule.

16. SPECIAL SPECIFICATIONS

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.
- b) 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.
- c) Contractor must 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).
- d) Sand size should be “F-chip.”
- e) Potential bidders must pay particular attention the Bid Schedule which refers to Sand Sweeping at the end of each season.

17. PRIORITIES SCHEDULE: The selected Contractor will communicate with the 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.

18. 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.

19. BID SCHEDULE ENTRIES, INVOICES:

- a) When preparing the Bid Schedule, potential bidders should make every effort to enter a price for each item in the green areas of the spreadsheet. The Bid Schedule is provided in Excel format and is designed to minimize chances for errors. There are four (4) lots. 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 done.
- 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.
- d) Invoices shall be submitted no later than the third working day for the preceding months' work, must include supporting sheets generated from the Bid Schedule, and emailed to mvafmocontracts@alaska.gov.

20. MISCELLANEOUS:

- a) 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.
- b) No difference or allowance made for "wet snow," "dry snow," "drifted snow," or "frozen or packed snow."

LOT 4: BRYANT ARMY AIRFIELD, CAMP CARROLL & CAMP DENALI

SNOW REMOVAL & ICE CONTROL SERVICES: The selected Contractor will provide snow removal and sanding and grounds keeping services at the Bryant Army Airfield, Camp Carroll and Camp Denali, located at JBER, Alaska as specified in this ITB. The selected Contractor 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 JBER, Alaska

1. **EQUIPMENT AND RESOURCES:** The Contractor's equipment must be suitable for the performance of this contract and must meet all pertinent State, Federal, and Joint Base Elmendorf – Richardson (JBER) Safety Regulations (contact the Project Manager for information on the environmental regulations for Ft. Richardson Military Installation). The Contractor will determine the types of equipment and resources needed to meet the performance demands of this agreement. Equipment must have current maintenance/inspection records in each vehicle cab listing dates of inspection, deficiencies, and any corrective actions. Vehicle inspections must be done and notated on the vehicle inspection records no less than once per week to minimize the potential for leaks and/or spills.
2. **SUPERINTENDENCE:** The Contractor or authorized representative (in writing) shall always be on-site during performance of work. The representative must be empowered to obligate the Contractor, be fluent in both written and spoken English, and be competent to perform the contracted services.
3. **SAFE PRACTICES:** Acceptable safe practices must be followed in the performance of the work. The Contractor must comply with all standards prescribed by JBER, 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. At no time is the use of cell phones acceptable while operating a motor vehicle, including heavy equipment, on JBER. Vehicle owners must have liability automobile insurance with a minimum coverage of \$50,000.00 for personal injury to each person, \$100,000.00 for each accident and \$25,000.00 for property damage. Seat belt usage is mandatory for passengers and drivers.
4. **COMPLIANCE:** 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.
5. **DEFECTIVE WORK:** (Damage and Protection) The Contractor shall, at his/her own expense, remedy and correct any defect in his/her work. The Contractor shall, without additional cost to the State or Building Owner, make good and be fully responsible for all injury and/or damage to persons or property which may result from his/her fault or negligence or that of his/her 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 member, 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.
6. **PETROLEUM SPILL AND LEAKAGE:** The Contractor is responsible for all cleanup actions required resulting from spills or equipment leakage during the performance of this contract in accordance with

Joint Base Elmendorf-Richardson (JBER), and Alaska Department of Environmental Conservation (ADEC) regulations. If equipment is stored on-site, appropriate measures shall be taken to prevent leaks or spills and have at each equipment storage location an appropriately sized Spill Response Kit validated for appropriateness by the FMO Environmental section (in addition to drip pans, absorbent pads or “duck ponds” as needed) at the site during performance of this contract. Failure to take reasonable and responsive corrective action within twenty-four (24) hours of an observed spill/leak, will result in the State taking corrective action under the DEFECTIVE WORK paragraph above.

7. **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 and/or regulated substance, during performance of this contract. The report shall be delivered to the Project Manager (via email and hard copy) no later than 1-hour after any spill.
8. **ACCIDENT REPORTING:** Vehicular and personal injury accidents must be reported immediately to JBER police at: 552-3421. Contractor will notify the Project Manager as soon as practical, but not later than, four (4) hours after ALL accidents/incidents. Notification will include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; 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:** Contractor shall provide for all supervision, materials, equipment, labor, and supplies to provide snow plowing/removal, sanding, and ice control to allow safe access to and use of all of the identified facilities and areas the Department of Military and Veterans Affairs maintains on Fort Richardson.
 - a) Contractor will mark and maintain throughout the season; all obstructions including but not limited to manholes, utility access covers, rip rap, etc., parking lot entrance approaches, roadway curves, and curbs as necessary to locate the snow removal boundaries identified in the contract.
 - b) Snow removal and ice control on sidewalks, gates, and man doors identified on attached service area map, are inclusive of their assigned areas during a snow event. When services are rendered, sidewalks and ADA ramps will be free from all snow and ice. Gate travel path is to be free and clear of snow and ice to allow for unobstructed operation.
 - c) The Contractor will monitor weather advisories to ensure they’re prepared to clear snow in the event a snow event exceeds a minimum of 2” (2 inches) in the areas designated on the attached map(s). The Contractor will be required to be actively engaged in continuous on-site effort within four (4) hours from the time an accumulation of 2” or greater of snowfall is reported, until all areas of responsibility comply with contract specifications. Any snowfall event of 2” or greater will be the responsibility of the vendor unless directed otherwise by the Project Manager.
 - d) In the event of heavy snow accumulation during working hours, 7:00 a.m. – 4:00 p.m., the Contractor will (upon notification via text, email, or phone call/message), be required to

be actively engaged in continuous on-site effort within four (4) hours from time of message until all areas of responsibility comply with contract specifications.

- e) In the event 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. The state will not pay for contractor overtime costs, only the agreed upon costs of the contract.
- f) Sanding will be completed at the request of the Project Manager or authorized state representative.
- g) Contractor shall ensure all spoil (snow removed from areas under this contract) is pushed/hailed/stacked within the designated Snow Collection Areas to allow for placement of the nominal seasonal snowfall accumulation for the areas being serviced.

Snow shall not be piled, dumped, or stored in the barracks areas. 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 allowed to accumulate for any reason within the identified snow removal areas. Snow shall not be plowed against any fence, buildings, equipment, telephone poles, fire hydrants, or storage containers without written authorization by the Project Manager.

- h) 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 relating to meeting contractual obligations. Contractor should anticipate obstructions, including parked vehicles in plow areas, and plan to work around them.
 - i) 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 actually being done.
2. **PROJECT MANAGER:** The Project Manager for this project is Scott Stewart, phone: (907) 428-7198 or email: scott.stewart@alaska.gov.
 3. **WORK INSPECTIONS:** The Contractor or Contractor's Designee shall, upon notification by the Contracting Agency, be present at the contract site to conduct an inspection with the agency's representative. Inspections with the State's representative may take place anytime and at the sole discretion of the Contracting Agency. If the Contractor fails to appear for an inspection or a deficiency is not corrected within the stated period, the Contracting Agency may hire another firm to correct the deficiency and invoice the Contractor for the cost. The Contractor's failure to pay the State may interfere with the full payment for services rendered during the next invoicing cycle. Any carryover of non-corrected deficiencies will be considered a Breach of Contract.
 4. **CORRECTION OF DEFICENCIES:** All deficiencies must be brought into compliance with contract specifications; work to begin within two (2) hours of the notice and be actively engaged in continuous on-site effort until all deficiencies comply with contract specifications. Any carryover of non-corrected deficiencies may be grounds for the State to declare the contractor in default.

- 5. CONTRACT DEFICIENCIES:** The Contractor's failure to provide a service required by this contract will be grounds for the State to issue a Contract Deficiency Claim (CDC) to the Contractor. The CDC will be provided to the Contractor in writing; letter, email, and/or text are acceptable. The Contractor will advise the State, in writing, of the corrective action being taken.

If a deficiency is not corrected within twelve (12) hours from the time it is identified, the State may issue another CDC and procure, from another contractor (or state staff), the services necessary to correct the deficiency. The Contractor will then be obligated to reimburse the State for the amount required to correct the problem. The Project Manager will communicate the amount owed to the contractor prior to the next billing cycle.

If a Contractor receives more than three (3) substantiated CDCs in a thirty (30) day period, it may be grounds for the State to declare the Contractor in default.

- 6. 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 the Contractor and all employees to submit to fingerprinting and a background check. Contractor personnel must be able to pass a security screening to work on the Joint Base Elmendorf - Richardson Military Installation. If required, it is the responsibility of the Contractor to ensure this requirement is met without delay. Before a notice to proceed is issued all personnel performing work under this contract are required to submit a certificate for the successful completion of the Level 1 Anti-terrorism training (Attachment 7). All cost involved will be borne by the Contractor. If identification cards are necessary, the cost (if any) will be borne by the Contractor.
- 7. 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.
- 8. PRIORITIES SCHEDULE:** The Contractor will communicate with the Project Manager regarding which locations receive servicing priority (e.g., which areas receive servicing first, second, etc.). The priorities may change from one occurrence to the next depending on conditions or scheduled use of the various areas.
- 9. RESPONSE TIME FOR SNOW PLOWING:** The response time to begin continuous snow removal efforts until contract requirements are met will be no more than four (4) hours from the call from the Project Manager or authorized state official and work completed within twelve (12) hours.
- 10. RESPONSE TIME FOR SANDING:** The response time to begin continuous sanding until the contract requirements are met will be no more than four (4) hours from call from the Project Manager or authorized State official and work completed within twelve (12) hours.
- 11. 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.

12. SNOW EVENT: A snow fall resulting in an accumulation of two (2) to six (6) inches of snow within a twenty-four (24) hour period is considered a snow event. Accumulation of more than six (6) inches, measured at specific points designated by the Project Manager for a single event, will result in the state allowing charges for a second response event.

***NOTE:** If it snows additionally during response to the initial snow event, the event will be considered one responsive event.

13. RESTORATION: Upon conclusion of the snow season, the Contractor shall perform restoration of areas affected by snow removal activities.

- a) 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.
- b) 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. This item and subcategories will be considered incidental to the bid and no added compensation shall be allowed.
 - i. Provide pulverized topsoil, seed blanket, and care of grass during establishment period for a complete surface restoration of lawns, parkways, and other areas disturbed as a result of the snow removal activities.
 - ii. Provide watering, replanting and continue as necessary until a close healthy stand of specified grasses is established, minimum 2" inches tall and one mowing.
 - iii. Scarify the compacted sub grade to a depth of 3" inches to receive the topsoil.
 - iv. 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.
 - v. Spread at least 4 inches of prepared topsoil in areas of new grading raked smooth and level. Grade flush with walks, curbs, and paving.
- c) All sand will be swept and removed from same areas as defined for plowing, two (2) feet outside the fog line, including snow dump areas, by vacuum, sweep, or other reasonable means.

14. HISTORICAL INFORMATION: Historically Ft. Richardson has about twenty (24) snow events (using the two (2) – six (6) inch protocol) per season and about ten (10) sanding events per season. This is for informational purposes only; the State does not guarantee any amount of services.

15. SERVICE LOCATIONS: Camp Denali, Bryant Airfield and Camp Carroll (see bid schedule and Attachment 11)

Other areas include sidewalks, roads, fire lanes, and other required bid information identified on the bid schedule.

16. DESIGNATED AREAS TO MEASURE SNOW DEPTH:

- a) The Project Manager will provide location at Camp Denali, Bryant Airfield and Camp Carroll which will be deemed the official point of taking measurement for snow depth.
- b) No difference or allowance will be made for “wet snow,” “dry snow,” “drifted snow,” or “frozen or packed snow.”

17. BID SCHEDULE ENTRIES:

- a) When preparing the Bid Schedule, potential bidders should make every effort to enter a price for each item in the green areas of the spreadsheet. The Bid Schedule is provided in Excel format and is designed to minimize chances for errors. There are four (4) lots. 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 done.
- c) Invoices will be based on the Bid Schedule and must be itemized by type of occurrence, date, contract number 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.
- d) Invoices shall be submitted no later than the third working day for the preceding months’ work, must include supporting sheets generated from the Bid Schedule, and emailed to mvafmocontracts@alaska.gov.

18. SPECIAL SPECIFICATIONS**1. SANDING AND CLEAN-UP**

- a) Sanding will be ordered on an as needed basis for the areas identified on the Bid Schedule. Sanding areas are the same areas as defined in plowing, two feet, 2’, outside fog line. The Contractor will communicate with the Project Manager on when and what areas to sand.
- b) Sand will be applied at approximately 0.0081 cubic feet of sand per one (1) 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
- c) Contractor will 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).
- d) Sand size: “F-chip.”
- e) Bidders should pay attention to LINE 168 of the Bid Schedule which refers to Sand Sweeping at the end of each season. This is expected to be a significant entry.

2. PLOWING SPECIFICATIONS FOR ROADS AND PARKING LOTS

- a) Roads at Camp Denali, Bryant Airfield and Camp Carroll are to be plowed with a loader or grader. Use of a pickup truck will be deemed insufficient.
- b) 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.
- c) Maximum accumulated snow and ice on road surfaces shall be less than one (1) inch.
- d) Maximum accumulated snow and ice on parking lot surfaces shall be less than one-quarter (1/4) inch.

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 (see “General Description of Work” Item 4).

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately September 16, 2024, for approximately **five (5) years** until completion.

SEC. 2.03 CONTRACT TYPE

This contract is a **firm fixed price contract**.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Military & Veterans Affairs 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. 2.05 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Military & Veterans Affairs Facilities Management Office (FMO).

SEC. 2.06 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed, and managed are at the following locations:

- JBER, AK: Camp Denali, Camp Carroll, Bryant Army Airfield
- Fairbanks, AK: Fairbanks Army National Guard Readiness Center, and OMS Shop
- Juneau, AK: Alaska Army National Guard Hangar and Facilities Maintenance Shop
- Wasilla, AK: Alcantra Alaska National Guard Armory

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. 2.07 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SEC. 2.08 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.09 JOINT VENTURES

Joint ventures will not be allowed.

RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 2.10 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 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 and issued a written contract amendment.

SEC. 2.12 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. 2.13 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. 2.14 ESTIMATED QUANTITIES

The quantities referenced in this ITB are estimated requirements and may vary more or less from the quantities actually purchased. The State does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SEC. 2.15 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 2.16 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. 2.17 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. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

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

BIDDER'S CERTIFICATION

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

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

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

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether 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 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://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

- 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

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

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

SEC. 4.05 USE OF LOCAL FOREST PRODUCTS

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

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

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

SEC. 4.07 ALASKA PRODUCT PREFERENCE

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II, or Class III Alaska Product by the Department of Community & Economic

Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

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

Products are classified in one of three categories:

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

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

SEC. 4.11 EXTENSION OF PRICES

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

SEC. 4.12 METHOD OF AWARD

Award will be made **BY LOT** to the lowest responsive and responsible bidder. There are **FOUR (4)** lots and bidders may bid on one or more lots at their discretion. In order to be considered responsive, bidders must bid on all item(s) within that lot.

***Note:** Bidders need not respond to all lots, but all items within the lot(s) submitted must be priced. Only lots submitted for the State's consideration are required as a deliverable.

SEC. 4.13 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 sent 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

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. 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, 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. 5.03 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 WORKMANSHIP AND MATERIALS

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance, and inspections. Service, maintenance, and inspections that are improperly done will be redone, by the contractor, at the contractor's risk and expense.

SEC. 5.08 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. 5.09 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. 5.10 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. 5.11 RIGHT OF REJECTION

Bidders must comply with all the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all 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 counteroffer 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 bidders,
- 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 is determined to be in the state's best interest.

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

SEC. 5.12 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. 5.13 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 a bidder 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 a bidder submits with its bid as CBI, the bidder 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 bidder asserts make the information CBI. If the bidder does not do these things, the information will become public after the Notice of Intent to Award is issued. If the bidder does these things, OPPM or their designee will evaluate the bidder'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 bidder an opportunity to object to the disclosure of the information.

SEC. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 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. 5.19 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 provide 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. 5.20 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. 5.21 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 to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.22 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. 5.23 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 bidder whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

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

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

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

A protester must have submitted a bid 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,
- contract name and number,
- 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) Non-Conflict of Interest Statement;
- 7) 2024 & 2025 State Holiday Calendars
- 8) LOT 1 – Wasilla Maps
- 9) LOT 2 – Fairbanks Maps
- 10) LOT 3 – Juneau Maps
- 11) LOT 4 – JBER Maps
- 12) Bidder’s Checklist
- 13) Bid Schedule (Microsoft Excel Workbook)

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 Manager.

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.** On the basis of 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.** On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- C.** On the basis of 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.** On the basis of 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.** On the basis of 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:

A. 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.

B. 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.

C. 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 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 DUNS 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 of 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.fsr.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,

- 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 of 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 Entity Name : _____

Signature – Authorized Representative: _____ Date: _____

-END OF ATTACHMENT 1-

ATTACHMENT 2

STANDARD AGREEMENT FORM FOR GOODS AND NON-PROFESSIONAL SERVICES

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	4. Agency Appropriation Code	
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number		
This contract is between the State of Alaska.				
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. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</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>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ _____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:</p>	
11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
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

SCF.DOC (Rev. 04/14)

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 reasonably 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 thirty (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. Termination:

- a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

19. 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

-END OF ATTACHMENT 3-

ATTACHMENT 4

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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 513.100

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[[60 FR 33042](#), [33045](#), June 26, 1995]

Printed Name and Title of Authorized Representative

Signature

Date

Please provide the Unique Entity Identifier _____

Continued to next page

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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 meaning 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 lower tier participant 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or Board with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 Federal Procurement and 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.

-END OF ATTACHMENT 4-

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: _____

-END OF ATTACHMENT 5-

ATTACHMENT 6
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: _____

Printed Name: _____

Signature: _____

Date: _____

-END OF ATTACHMENT 6-

ATTACHMENT 7 2024/2025 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



JANUARY

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JULY

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FEBRUARY

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MARCH

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SEPTEMBER

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DECEMBER

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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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22	23	24	25	26	27	28
29	30					

DECEMBER

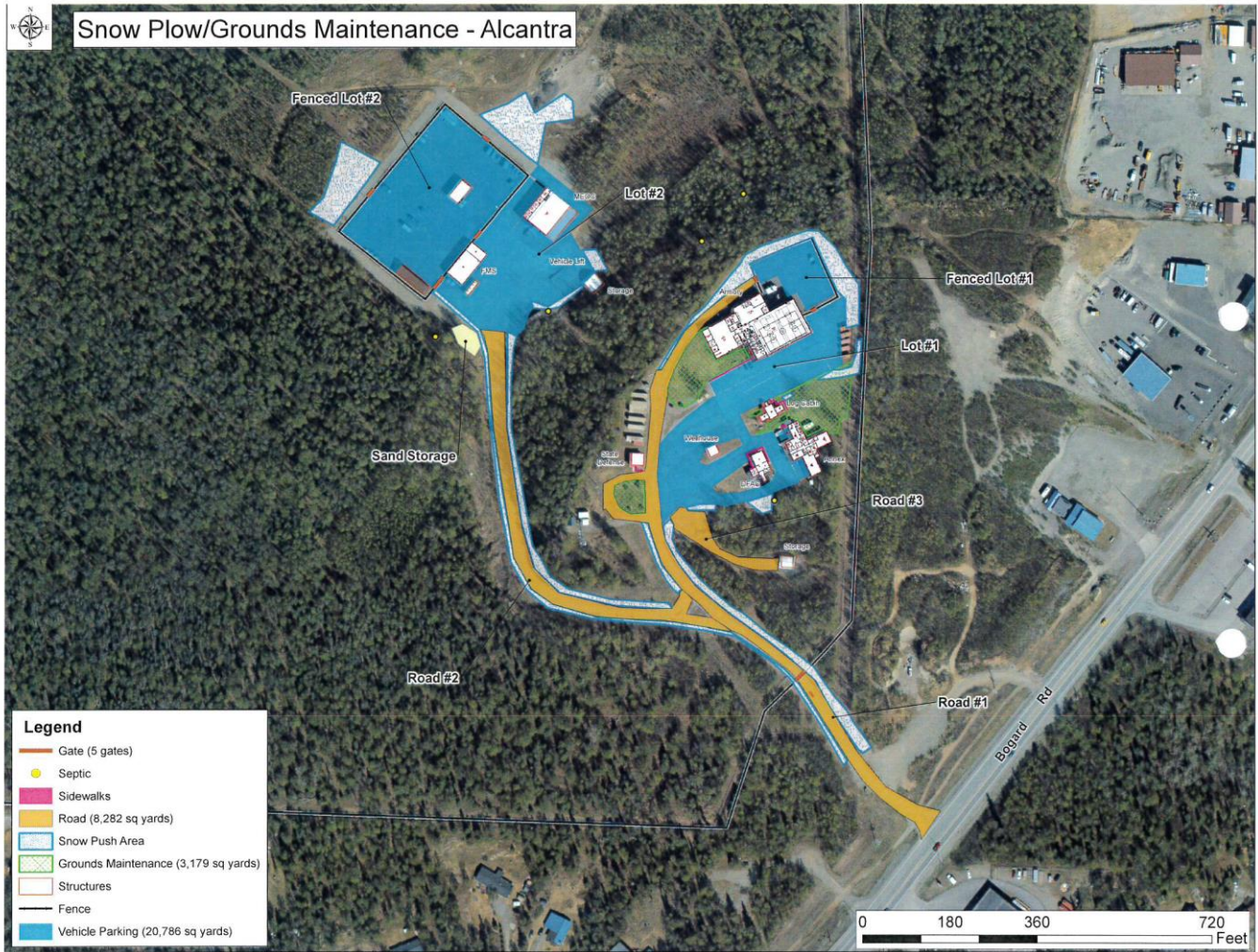
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-END OF ATTACHMENT 7-

ATTACHMENT 8

LOT 1 –Wasilla

Alcantra National Guard Armory - Map



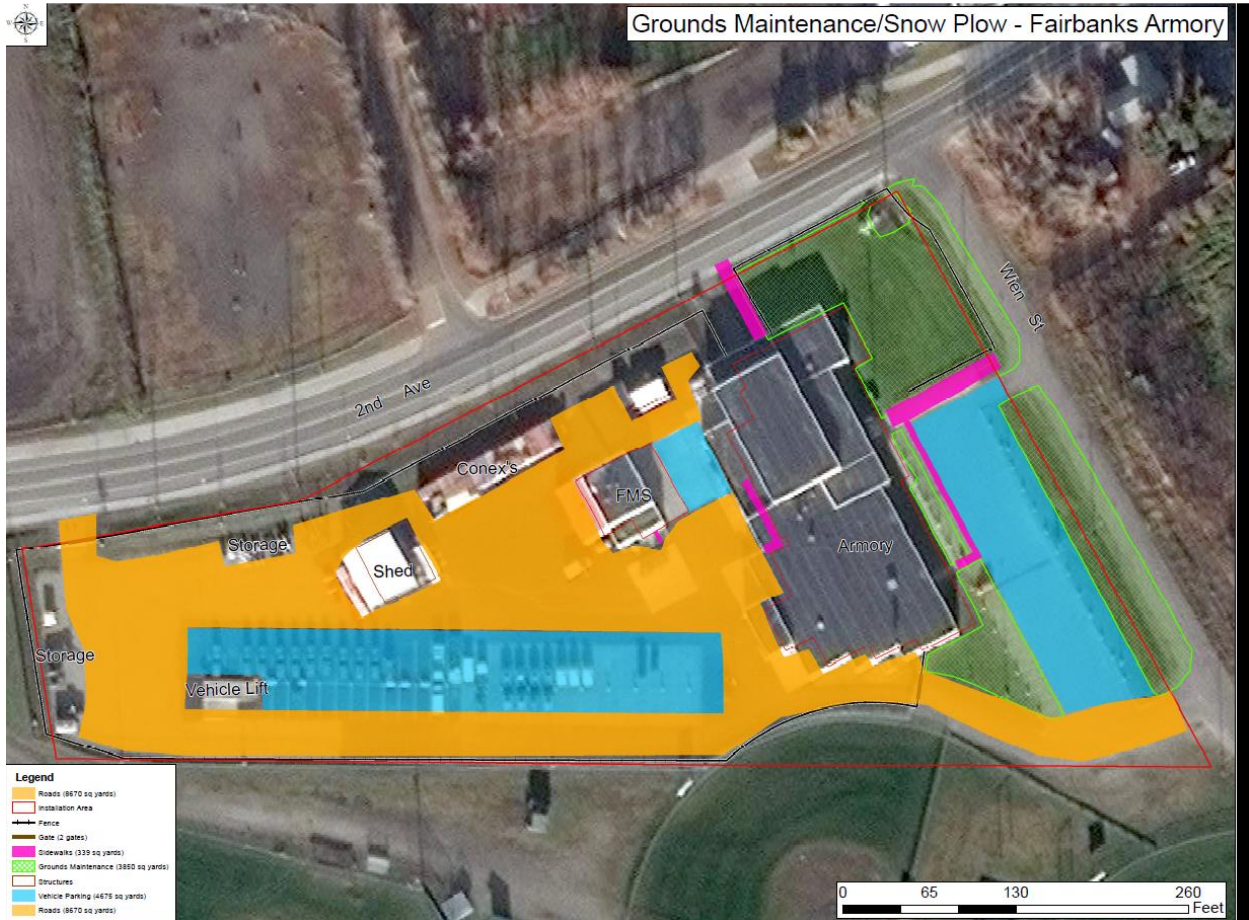
-END OF ATTACHMENT 8-

ATTACHMENT 9

LOT 2 - Fairbanks

Fairbanks Army National Guard

Readiness Center and OMS Shop Map



-END OF ATTACHMENT 9-

ATTACHMENT 10

LOT 3 - Juneau

Juneau Alaska Army National Guard Hangar and Facilities Maintenance Shop



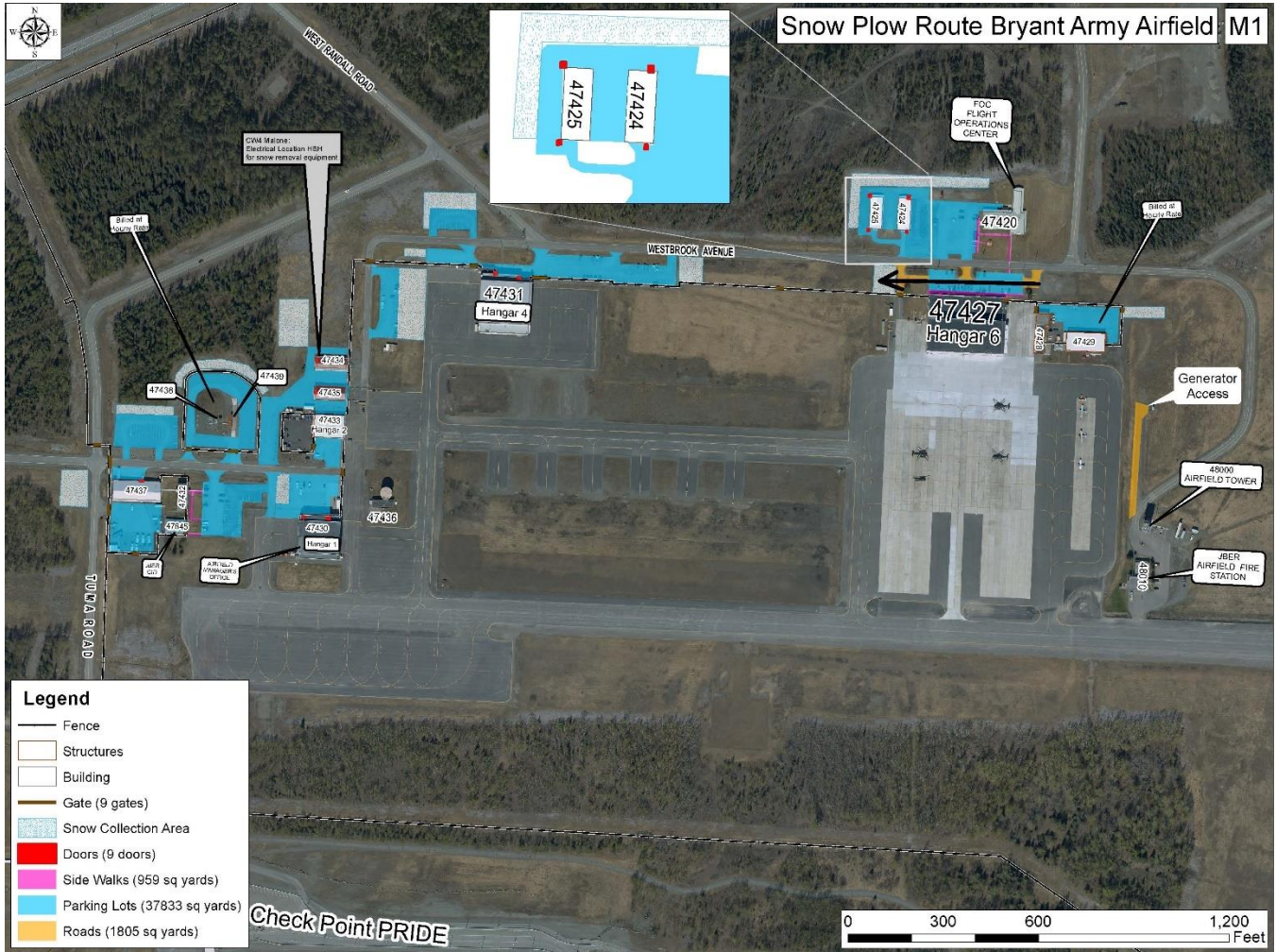
-END OF ATTACHMENT 10-

ATTACHMENT 11

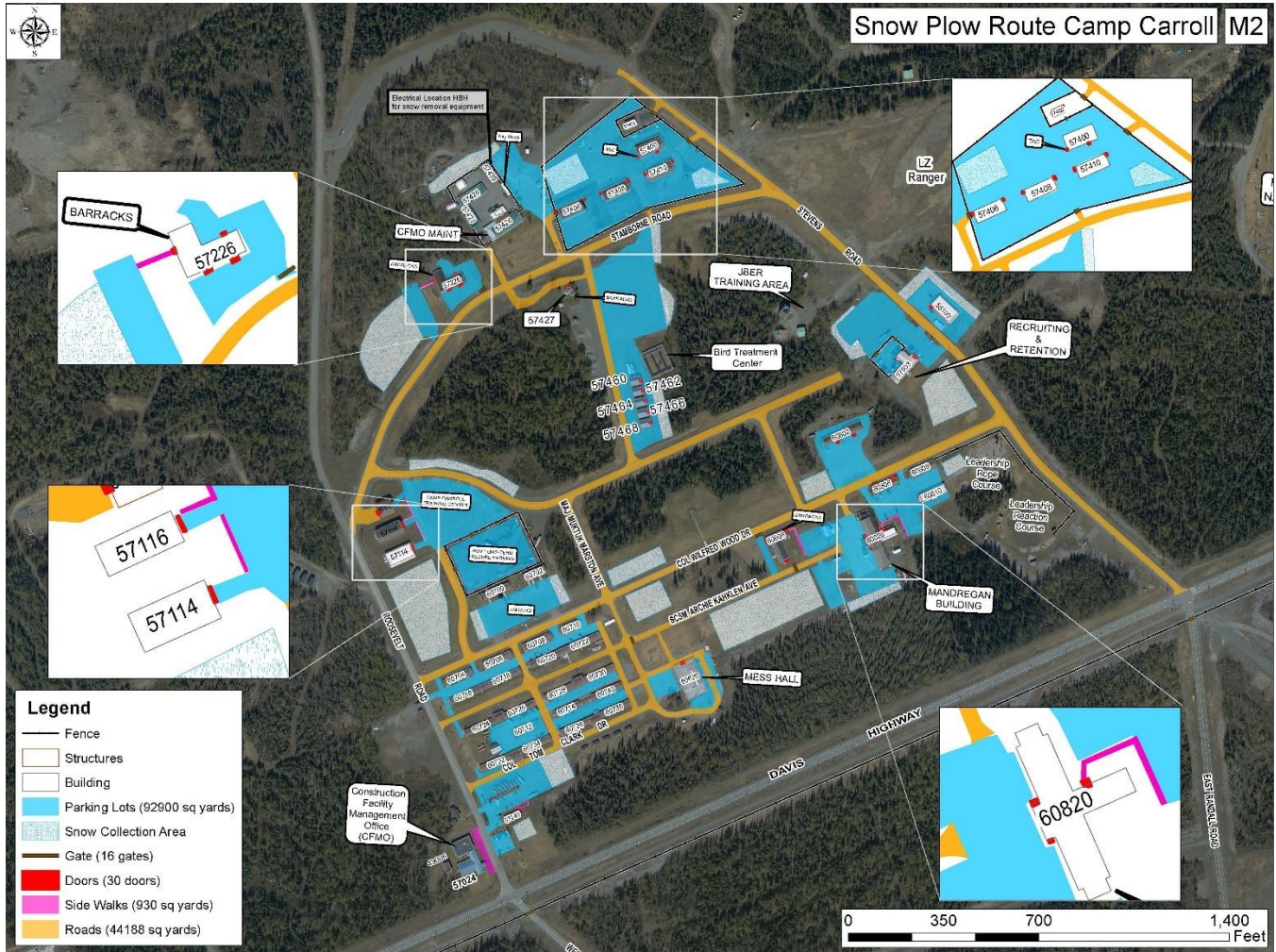
LOT 4 – JBER

Bryant Army Airfield, Camp Carroll & Camp Denali Maps

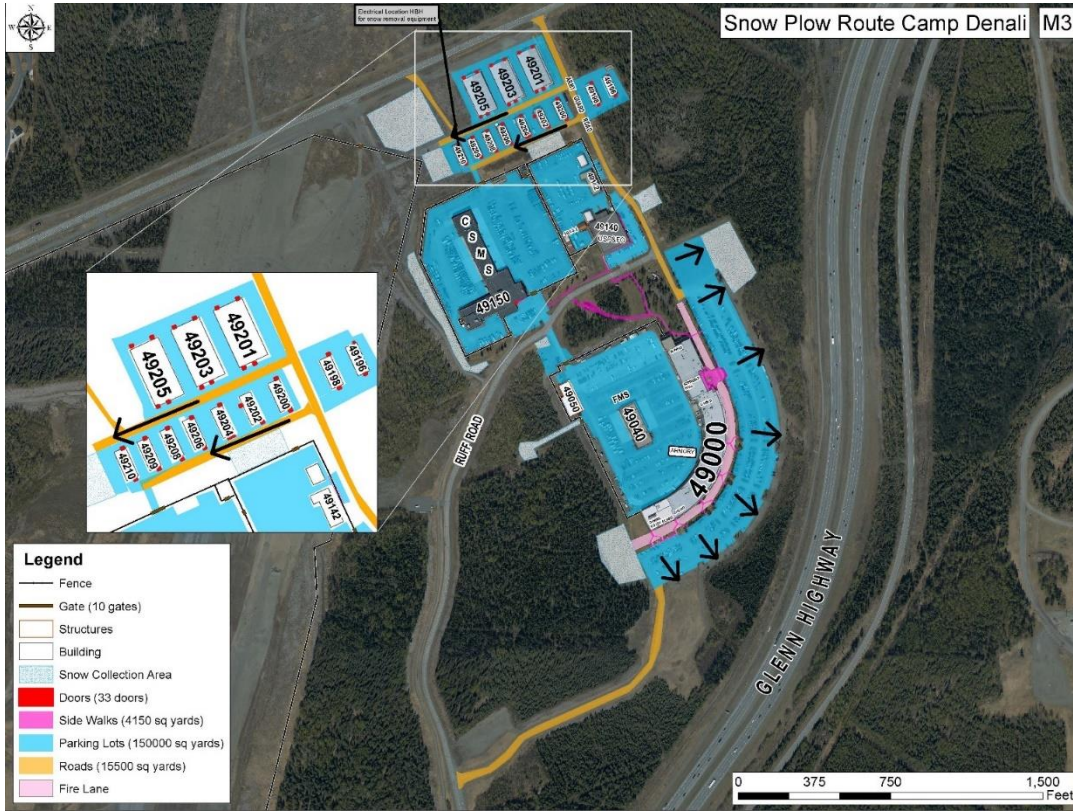
Bryant Army Airfield:



Camp Carroll – JBER:



Camp Denali: JBER



ATTACHMENT 12 **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 (Supplemental Microsoft Excel Spreadsheet for 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.

-END OF ATTACHMENT 12-