

**STATE OF ALASKA ITB NUMBER 2525H007
AMENDMENT NUMBER TWO (2)**

AMENDMENT ISSUING OFFICE:



Department of Transportation & Public Facilities
Statewide Contracting & Procurement
P.O. Box 112500
(3132 Channel Drive, Room 350)
Juneau, Alaska 99811-2500

ITB 2525H007 RWIS Power Supply Maintenance & Monitoring

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: September 11, 2024

DUE DATE: September 19, 2024 at 2:00 PM. (Alaska Time)

This is a mandatory return Amendment. *Your bid may be considered non-responsive if this signed amendment is not received [in addition to your bid] by the date and time bids are due.*

Vendor Signature: _____

Date: _____

Printed Name: _____

Offerors Name: _____

The purpose of this Amendment is to:

- **Update Section 2.09 and 2.10 to allow both Subcontractors and Joint Ventures**

Please see the attached Version2 of ITB #2525H007 RWIS Power Supply Maintenance & Monitoring for the updated sections.

Bids received after the Due Date and Time will be considered non-responsive.

Signature: Paul DiCarlo

Date: 9/11/2024

Name: Paul DiCarlo

Title: Procurement Specialist

STATE OF ALASKA INVITATION TO BID (ITB) FEDERALLY FUNDED



ROAD WEATHER INFORMATION SYSTEM (RWIS) POWER SUPPLY MAINTENANCE & MONITORING-V2

ITB: 2525H007

ISSUED DATE: AUGUST 29, 2024

THE STATE OF ALASKA IS SEEKING LICENSED ELECTRICAL CONTRACTORS TO PROVIDE POWER SUPPLY MAINTENANCE & MONITORING SERVICES AT SEVEN (7) RWIS LOCATIONS (LOTS) ACROSS THE STATE.

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: Transportation & Public Facilities	
DIVISION OF: DES-Data Modernization	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
PAUL DICARLO	PRINTED NAME
PHONE: (907) 465-8446	
EMAIL: paul.dicarlo@alaska.gov	DATE

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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation & Public Facilities is seeking licensed electrical contractor to provide power supply equipment preventative maintenance, remote monitoring services and as needed repairs to seven (7) RWIS sites.

SEC. 1.02 BUDGET

Department of Transportation & Public Facilities, Division of Design & Engineering, estimates a budget of \$500,000.00 dollars for all terms of this contract. Proposals shall not exceed \$100,000.00 annually. Proposals priced at more than \$100,000.00 annually will be considered non-responsive.

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 2:00PM Alaska Time on September 19, 2024, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for bidders to be considered responsive, they must submit evidence with their bid that they are a licensed electrical contractor and hold a valid electrician license with the State of Alaska. **A current passport is also required if bidding on Lot 3 Klondike Hwy.**

A bidder's failure to clearly demonstrate compliance with these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal rejected.

Proposals must also clearly demonstrate the bidder's prior experience with:

- Servicing generators, batteries, solar panels and peripheral equipment in remote settings.
- Troubleshooting and monitoring remote generators, batteries, solar and peripheral equipment.

Service Technician Qualifications:

Bidders must provide evidence that they have at least (2) two years' experience as a business providing professional preventative maintenance, repairs and have the ability to monitor generators, solar panels, wind turbines, battery banks, and associated electrical and fuel systems. The bidder must also have a licensed electrician on staff and provide evidence to support this requirement.

No monitoring prior experience requirement at Mitkof Hwy. @ Blaquiere Point site in Petersburg, Alaska.

A bidder's failure to provide evidence that they meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

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.

PROCUREMENT OFFICER: Paul DiCarlo – PHONE (907) 465-8446 – Email paul.dicarlo@alaska.gov

SEC. 1.07 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this ITB. The site may be inspected by contacting Isvan Gomez at 907 451-2959.

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

SEC. 1.08 RETURN INSTRUCTIONS

Faxed and oral proposals will NOT be accepted

If Submitting Bids by Mailing in a Hard copy:

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

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

Department of Transportation & Public Facilities
Division of Administrative Services
Attention: Paul DiCarlo
ITB Number: 2525H007
ITB Title: RWIS Power Supply Maintenance & Monitoring Services
P.O BOX 112500
3132 Channel Drive, Suite 350
Juneau, Alaska 99811-2500

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

Department of Transportation & Public Facilities
Division of Administrative Services
Attention: Paul DiCarlo
ITB Number: 2525H007
ITB Title: RWIS Power Supply Maintenance & Monitoring Services
P.O BOX 112500
3132 Channel Drive, Suite 350
Juneau, Alaska 99801-2500

Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.

It is the bidder's responsibility to contact the issuing agency at 907-465-8447 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

If submitting a bids via email:

The bid may be emailed to dotstatewideprocurement@alaska.gov and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

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		8/29/2024
Pre-Bid Conference		N/A
Deadline for Receipt of Bids / Bid Due Date	2:00 pm	9/19/2024
Bid Evaluations Complete		9/23/2024
Notice of Intent to Award		9/24/2024
Contract Issued		10/4/2024

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 Transportation & Public Facilities, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 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-TASKS AND DELIVERIBLES

SEC. 2.01 SCOPE OF WORK

The Alaska Department of Transportation and Public Facilities, (DOT&PF) requires maintenance, monitoring, troubleshooting and as needed repairs at 6 RWIS locations with on-site power generation and storage.

- The Contractor will complete bi-annual power supply equipment preventative maintenance and identify any *As Needed Repairs* to the DOT & PF Program Manager at the awarded RWIS lot.
- Daily remote monitoring using the State’s installed notification system of the generator, voltages, battery banks, solar and other associated components.
- Responding to notifications and making *As Needed Repairs* and installation services to the six (6) remote power supply lots listed in **Table A**.
- The Mitkof Hwy. @ Blaquiere Point site in Petersburg, Alaska may require *As Needed Repairs* as identified in **Task 3**.
- Prior to any *As Needed Work* or purchasing of equipment, the contractor will submit a proposal including all costs to the Project Manager, and must receive approval prior to purchasing any parts or beginning any work.

TABLE A - Overview of Sites by Lot

Remote Power Supply Sites	Current Power Source Model
1. Klondike Highway @ US/Canadian Border MP 14.9	Polar Power 8340K-WG972-A
2. Seward Highway @ Turnagain Pass, MP 69.9	Polar Power 8340K-WG972-A
3. Seward Highway @ Divide, MP 12	TEG Gentherm 5060L
4. Parks Highway @ Little Coal Creek, MP 163.2	TEG Gentherm 5060L-12-SI-SO
5. Richardson Highway @ Tsina River, MP 37.25	Polar Power 8340K-WG972-A
6. Sterling Highway @ Jean Lake Hill, MP 62.2	TEG Gentherm 5060L
7. Mitkof Hwy. @ Blaquiere Point in Petersburg, AK.	Solar Power Generation

There are 7 Lots - bidders can bid on 1 or all of the lots.

Detailed Equipment List for each site by Lot

Lot #1 - Klondike Highway @ US/Canadian Border MP 14.9

- Propane-power generation: Polar Power Propane Generator - 8340K-WG972-A
- Solar-power generation: 6-Kyocera 120 W solar photovoltaic (PV) panels
- Battery bank power storage: Six Rolls AGM 8D R12-260AGM batteries, 24-VDC system
- Solar charging and battery-bank controls: Outback FM60 Controller, Mate3s, Outback VFXR series Inverter/Charger
- Power-system monitoring: Campbell Scientific system, using mainly existing sensors
- 500 Gallon Underground Propane tank & (2) 120 Gallon Above ground tanks
- Starlink

Lot #2 - Seward Highway @ Turnagain Pass, MP 69.9

- Propane-power generation: Polar Power Propane Generator - 8340K-WG972-A, S/N: 011020160711
- Solar-power generation: 6-Kyocera 120 W solar photovoltaic (PV) panels (one damaged)
- Battery bank power storage: 12 Rolls AGMS2-1275 Batteries, 24-VDC system
- Solar charging and battery-bank controls: Schneider Conext 60A Controller, Magnum MM1524AE 1500W, 24V Inverter/Charger, Serial No. S1-01104
- Power-system monitoring: Campbell Scientific system, using mainly existing sensors
- Communications: Shared through cellular RWIS modem/router
- Propane storage: 1,000 Gallon Underground Propane tank

Lot #3 - Seward Highway @ Divide, MP 12

- Propane-power generation: EG Gentherm 5060L, Serial number: 5060-9262-U1A
- Solar-power generation: 6-Kyocera 120 W solar photovoltaic (PV) panels
- Battery bank power storage: 4 Trojan AGM 8D batteries, 24-VDC system
- Solar charging and battery-bank controls: Outback MX60 Controller, Outback VFX series Inverter/Charger
- Power-system monitoring: Campbell Scientific system, using mainly existing sensors
- Communications: Shared through cellular RWIS modem/router
- Propane storage: 1,000 Gallon Underground Propane tank

Lot #4 - Parks Highway @ Little Coal Creek, MP 163.2

- Propane-power generation: TEG Gentherm 5060L-12-SI-SO Generator
- Solar-power generation: 6-Kyocera 120 W solar photovoltaic (PV) panels
- Battery bank power storage: Eight AGM ROLLS 6V 415AH batteries, 24-VDC system
- Solar charging and battery-bank controls: Outback FM60 Controller, GoPower 300W OP-SW300 Inverter/Charger
- Power-system monitoring: Campbell Scientific system, using mainly existing sensors
- Communications: Shared through cellular RWIS modem/router
- Propane storage: 500 Gallon Propane tank

Lot #5 - Richardson Highway @ Tsina River, MP 37.25

- Propane-power generation: Polar Power Propane Generator 8340K-WG972-A, S/N: 010120200003
- Solar-power generation: Four Canadian Solar CS3U-375MB-AG panels, 1,500 watt system
- Battery bank power storage: Twelve SLI27AGM X2 Batteries, 24-VDC system
- Solar charging and battery-bank controls: Midnite Classic 150 Controller, Cotek SP-700 Inverter/Charger
- Power-system monitoring: GWS (Campbell Scientific) system, using mainly existing sensors
- Communications: Shared through cellular RWIS modem/router
- Propane storage: 250 Gallon Underground Propane tank

Lot #6 - Sterling Highway @ Jean Lake Hill, MP 62.2

- Propane-power generation: TEG Gentherm 5060L, Model No. 5060L-12-SI-SO, System Serial No. 5060-9262-U1A
- Solar-power generation: 6-Kyocera 120 W solar photovoltaic (PV) panels
- Battery bank power storage: Twelve Rolls AGMS2-1275 2-VDC Batteries - 12-VDC system
- Solar charging and battery-bank controls: VFX series Inverter/Charger - SN# FNDC07734, FM60 Controller, Mate3s interface
- Power-system monitoring: Campbell Scientific system, using mainly existing sensors
- Propane storage: 1,000 Gallon Underground Propane tank

Lot #7 - Mitkof Hwy. @ Blaquiere Point, MP 33 Petersburg, AK.

- Wind-power generation: ASPRS W10 Wind Turbine
- Solar-power generation: no information available
- Battery bank power storage: no information available
- Solar charging and battery-bank controls: no information available
- Power-system monitoring: Only source of power information is system battery voltage from Campbell Scientific CR6 datalogger
- Communications: RWIS station cellular service
- Propane storage: not applicable
- Other: Portable Honda 1K generator, extended fuel tank

REQUIREMENTS

- 1) **Project Coordination Meeting:** Within two (2) weeks of award of the contract, the Contractor and DOT&PF Project Manager will discuss upcoming or future work required.
- 2) **Electrical Work:** Some work may require a licensed electrician. The awarded electrical contractor is expected follow all safety industry practices.
- 3) **Trip Log:** The Contractor must maintain a trip report log. Trip Reports will be email to the DOT&PF Project Manager within three (3) business days of site visit. The trip log will include but not limited to what sites where visited, all work done and work still needed to be done at a later date.
- 4) **Site Reporting:** The Contractor will report down time to the DOT&PF Project Manager due to road maintenance, vandalism, natural disasters, theft, or accidents. The Contractor shall report and document with photos acts of vandalism or dumping of trash at the site to the DOT&PF Project Manager.
- 5) **Advance Notice:** DOT&PF is responsible for snow removal at the power supply sites. If there is a potential of encountering snow at the site, the Contractor must provide ample notice to the Project Manager prior to traveling to the site. The DOT&PF Project Manager will contact the local DOT&PF maintenance station to request clearing the area.

- 6) **Replacement Parts and Preventative Maintenance Items:** The Contractor may be required to recommend, furnish and install replacement parts and preventative maintenance kits and/or parts. If the Contractor is unable to access replacement parts from the installed equipment manufacturer, the Contractor may recommend parts from other manufacturers of equal or better quality. The awarded contractor will submit a proposal including all costs to the Project Manager and receive approval to proceed prior to purchasing any parts or beginning any work.
- 7) **Replacement Equipment:** The Contractor will recommend, furnish and install equipment or replacement equipment necessary to repair or replace the power generator or to perform minor equipment upgrades. Remanufactured / reconditioned equipment is acceptable with prior approval of the DOT&PF Project Manager. (Remanufactured / reconditioned equipment is defined as used equipment that has been remanufactured / reconditioned and restored to new condition. All remanufactured / reconditioned equipment must have the same warranty as new equipment and be certified as maintainable by its manufacturer.) The awarded contractor will submit a proposal including all costs to the Project Manager, and receive approval to proceed prior to purchasing any parts or beginning any work.
- 8) **Cost Reimbursement of Parts & Equipment:** DOT&PF will reimburse the Contractor costs for parts and equipment. All parts and equipment shall be reimbursed at the manufacturer/supplier's actual cost. No Contractor markup of parts will be accepted. Prior written approval by the DOT&PF Project Manager is required for all purchases of all parts, equipment and maintenance items. The Contractor must submit actual cost receipts with their invoice for reimbursement. No items will be reimbursed without receipts.
- 9) **Contractor Coordination:** The Contractor will coordinate with the current DOT&PF Statewide RWIS ESS maintenance contractor prior to conducting any repairs and/or equipment installation. The DOT&PF Project Manager will provide that contractor's contact information.

TASKS AND DELIVERABLES

TASK 1 - Bi-annual Preventative Maintenance Site Visits and Assessment

The Contractor will provide and include in their Task 1 costs, all labor, supervision, transportation, equipment, tools and parts to complete bi-annual work performed under the resulting contract. Under certain circumstances, DOT&PF may provide labor assistance, following prior approval of the DOT&PF Project Manager and their notification to the Contractor.

The Contractor shall provide the following preventative maintenance tasks at listed RWIS sites:

1. Perform site visits two (2) times per year, once in the fall and once in the spring. (Dates are flexible but should be approximately every six months). Site visits will be coordinated with and approved by the Project Manager.
2. Follow manufacturer recommended oil changes, maintenance, cleaning and inspection instructions for active power supply equipment including cleaning of solar panels.
3. Inspect electrical systems and batteries.
4. Keep inside area and immediate outside area clean of fluids and material related to the operation of the power supply.
5. Report potential problems relating to the equipment to the project manager.

6. Maintain a log in the power supply facility at all times recording the date of visit, what was done, and who conducted the visit.
7. Recommend and provide cost estimates for any Task 3, As Needed Repairs.

Task 1 Deliverables

The contractor must submit a site assessment report to the DOT&PF Project Manager for each awarded lot, including photos and propane levels at each of the bi-annual preventative maintenance site visits. The contractor will provide the DOT&PF Project Manager a cost estimate for any recommended **As Needed Repairs** to be scheduled.

Tasks 2: Monitoring

No monitoring is being done at Mitkof Hwy. @ Blaquiere Point.

The contractor is expected to provide daily remote monitoring through a link provided by the DOT&PF Project Manager to access the states monitoring system. Monitoring examples include but are not limited to components such as generators, battery banks, voltages, solar and any other associated equipment to quickly identify and address power failures. The contractor will respond to notifications Monday through Friday from 7:00 AM to 5:00 PM, excluding holidays. The contractor can set up alarm points based on preset parameters, so continuous screen monitoring is not required.

If a notification requires action, the contractor will immediately notify the DOT&PF Project Manager. The contractor will first attempt to resolve the issue remotely. If remote resolution fails, the Project Manager will contact Maintenance and Operations (M&O). If the issue remains unresolved and requires a site visit, the contractor must obtain approval from the Project Manager before proceeding.

Task 2: - Monitoring Deliverables

- Submit monthly invoice and summary report to the DOT&PF Project Manager.

Tasks 3: As Needed Work

All work described in the following **Tasks 3** is considered as needed work. No as needed work may commence without a prior written approval from the DOT&PF Project Manager.

The Contractor will provide as-needed repair and maintenance services for the remote power supply sites associated power supply, electrical and fuel systems, batteries, and attachments such as solar panel(s) at the direction of the DOT&PF Project Manager.

When a site fails or needs attention, and the DOT&PF is the first to identify the problem, the DOT&PF Project Manager may contact the Contractor and request their troubleshooting of the site remotely to diagnose the problem. If remote troubleshooting is not possible, the DOT&P Project Manager will first work with the local DOT&PF Maintenance and Operations (M&O) personnel to request their assistance in visiting the site and reporting back their observations. Local M&O may check the propane level in the tank, condition of the batteries, oil level, or the communications modem and assist the DOT&PF Project Manager in determining if an onsite visit by the Contractor is necessary.

After troubleshooting is complete, the Contractor will report the cause of the site failure to the DOT&PF Project Manager. Verbal reporting must be followed up with a written (email) report detailing either the fix that was done or the pending repair work needed to bring the site back online. If the site needs additional work, the report will include recommendations. If any equipment replacements or upgrades are needed, the

Contractor will submit a cost estimate via email, a firm time schedule for accomplishing the work and a firm price based on the hourly rates identified in the offeror's Bid Schedule.

The Contractor is expected to proceed in the following manner:

1. Respond to the DOT&PF Project Manager's troubleshooting request (via phone or email) within 24 hours.
2. The Contractor will then troubleshoot remotely if possible. If the Contractor's diagnosis cannot be determined remotely, the DOT&PF Project Manager will work with DOT&PF M&O staff to gather site observations. The DOT&PF may report the observations to the Contractor.
3. If an on-site troubleshoot is necessary, the Contractor will travel to the site for diagnosis upon request from the Project Manager.
4. Once diagnosed, the Contractor will work with the DOT&PF Project Manager to develop a plan for the site outage and provide a cost estimate for labor and materials within three (3) business days.
5. The Contractor will proceed with ordering parts and/or performing repairs within three (3) business days only after written approval by the DOT&PF Project Manager. The DOT&PF Project Manager must be advised of when the parts will arrive or if parts are on 'back order'.
6. The Contractor will invoice DOT&PF after repairs are complete within 30 days of service date. Invoices shall indicate actual hours worked, the contract rate and itemized parts and materials with actual receipts. Payment shall be made upon approval of invoice by the DOT&PF Project Manager.
7. The Contractor will maintain a detailed log of each power supply facility at all times recording the date of site visit, the work completed, and the contract personnel conducting the work.
8. The Contractor will submit summary report of repair work and equipment replacement to the DOT&PF Project Manager electronically following completion of services.

Task 3 Deliverables

- Complete work and submit summary report (with photos) of repair work and equipment replacement to the DOT&PF Project Manager following completion of services.

Other Items

Additional Sites

Additional remote power supply sites may be added to the contract by written amendment issued by the Procurement Officer. Contract rate(s) will apply.

Site Cancellation

Sites may be decommissioned. DOT&PF reserves the right to cancel service to any power supply site in whole or in part at any time throughout the term of the contract.

Completion of Service

Site work shall be accepted and deemed complete for payment once the equipment performs in compliance with the manufacturer's publish performance specifications.

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately October 4, 2024, through September 30, 2025, with the option to renew for 4 additional one-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

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

SEC. 2.03 CONTRACT TYPE

This contract is a Firm Fixed Price.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation & Public Facilities 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 Transportation & Public Facilities, Division of Program Management and Administration.

SEC. 2.06 CONTRACT PRICE ADJUSTMENTS

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

Consumer Price Index (CPI): Contract prices will remain firm through September 30, 2024.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 January through June 2024, and each HALF1 thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer. **Series Id: CUURS49GSA0, CUUSS49GSA0 - 2024 Half 1 - 264.376.**
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 2.07 CONTRACT PERFORMANCE LOCATION

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. 2.08 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. 2.09 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in their bids, the names of the subcontractors and the portions of the work the subcontractors will perform. All subcontractors must meet the insurance and business license requirements to perform in the State of Alaska.

Subcontractor experience shall not be considered in determining whether the bidder meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

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

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

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

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

SEC. 2.10 JOINT VENTURES

Joint ventures are acceptable. If submitting a bid as a joint venture, the bidder must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment. All parties must meet the requirements of the resulting contract.

SEC. 2.11 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. 2.12 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. 2.13 EQUIPMENT INSPECTION

Equipment offered (including for lease) may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

SEC. 2.14 NEW EQUIPMENT

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

SEC. 2.15 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the contractor 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. 2.16 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. 2.17 BILLING INSTRUCTIONS

All invoices produced by the contractor must be emailed to:

Project Director - lsvan.gomez@alaska.gov

Procurement Officer - paul.dicarlo@alaska.gov

- Invoices for bi-annual preventive maintenance done twice a year must be separate from as needed repair invoices.

The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the DOT&PF Project Director or the Procurement Officer.

SEC. 2.18 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. 2.19 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:

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

FEDERAL CONTRACT PROVISIONS:

Required Contract Provisions for Federal-Aid Contracts, Form Federal Aid Provisions (FHWA) pages 1 through 13 is attached to this document. This contract incorporates the provisions by reference, with the same force and effect as if they were given in full text. The Contractor must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

CONTRACT FUNDING:

The funding of the resultant contract will be provided by the U.S. Federal Highways Administration (FHWA). Federal funds are identified and appropriated for the first term of the contract. Payment and performance obligations for additional terms of the contract are subject to the availability and appropriation of funds.

STATEMENT OF FINANCIAL ASSISTANCE:

Statement of Financial Assistance: This Procurement is subject in part to financial assistance grants agreement between the State of Alaska and both the U.S. Department of Transportation and the (FHWA).

Sec. 36.30.890. Federal Assistance

If a procurement involves the expenditure of federal funds or federal assistance and there is a conflict between a provision of this chapter or a regulation adopted under a provision of this chapter and a federal statute, regulation, policy, or requirement, the federal statute, regulation, policy, or requirement shall prevail.

2 AAC 12.730. Federal Assistance

If a procurement involves the expenditure or federal funds or requires federal assistance and there is a conflict between a provision of this chapter and federal statute, regulation, policy, or requirement, the procurement officer shall comply with the federal statute, regulation, policy, or requirement. Authority: AS 36.30.040; AS 36.30.890

SEC. 4.02 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. 4.03 METHOD OF AWARD

Award will be made by lot to the lowest responsive and responsible bidder. There are 7 lots. Bidders can bid on any or all lots. To be considered responsive for a lot, bidders must bid on all items within that lot.

SEC. 4.04 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 day's 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,
- 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) Attachment #1 - Federal Aid Contract Provisions (FHWA)
- 2) Attachment #2 - Bid Schedule by Lot
- 3) Attachment #3 - Submittal Form
- 4) Attachment #4 Insurance Requirements appendix -B1
- 5) Attachment #5 Standard Contract Form