

STATE OF ALASKA INVITATION TO BID (ITB)



TITLE: **Winter Maintenance Roads – Matsu District & Kenai Peninsula**

ITB # **2525C041** DATE ITB ISSUED: **NOVEMBER 5, 2024**

This Invitation to Bid (ITB) is intended to result in a contract(s) for snow plowing services, in Matsu District and Kenai Peninsula **ROADS** for the Department of Transportation and Public Facilities, Maintenance & Operations.

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 of 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 & PF	
DIVISION OF PROGRAM MANAGEMENT AND ADMINISTRATION	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
DAN TRUBIANO	PRINTED NAME
PHONE: (907) 269-0862	
EMAIL: daniel.trubiano@alaska.gov	DATE

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

This Invitation to Bid (ITB) is intended to result in a contract(s) for snow plowing services, in Matsu District and Kenai Peninsula **ROADS** for the Department of Transportation and Public Facilities, Maintenance & Operations. Services will be provided in accordance with the specifications & Scope of Work contained in this ITB. The period of performance will be the winter plowing season.

SEC. 1.02 BUDGET

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 **NOVEMBER 15 2024**, at which time they will be publicly opened. Late bids will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for bids to be considered responsive, bidders must submit the required **equipment** and **staffing** table included with the bid schedule that confirms the bidder and the offered staff meet or exceed the following minimum requirements listed below for Equipment & Staff:

ROADS: The Contractor's General Manager (GM) must have at least two years of demonstrated experience in snow removal activities of a similar nature.

Equipment Operators must have at least two years of demonstrated experience in the operation of heavy equipment under similar conditions.

ROADS: Dump Truck / Snowplow Drivers must have at least two years of demonstrated experience in the operation of similar equipment.

REQUIRED CONTRACTOR EQUIPMENT: The contractor must, at a minimum, have the following equipment available for use under this contract. All vehicles and equipment must be clearly identified with the name of the company and phone number of the local office on each side of the equipment. The letters for the company name shall be at least three inches high and have proportionate width.

ROADS:

One (1) Each, Trucks must be GVWR: **33,000 lbs** or greater, or State approved equivalent (with warning beacons visible from 360 degrees).

One (1) Each, 140 H or equivalent with a wing blade attachment with an operating weight around **35,000 lbs.** or State approved equivalent (with warning beacons visible from 360 degrees).

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 **3 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

No scheduled site visit will be held for this solicitation.

Bidders are strongly encouraged to visit the work site so that they can see the conditions under which the work described in this ITB and Scope of Work will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, & conditions outlined in this ITB and Scope of Work.

SEC. 1.08 RETURN INSTRUCTIONS

Bids may be submitted by mailing a hard copy, via email or hand delivered. Faxed or verbal bids will not be accepted. If submitting a hard copy, bidders must submit one hard copy of their bid, in writing, to the procurement officer of record in a sealed package.

The sealed bid package must be addressed as follows:

Department of Transportation & Public Facilities
Central Region Procurement, Supplies & Services
Attention: **Dan Trubiano**

Invitation to Bid (ITB) Number: **2525C041**

ITB Title: **Winter Maintenance Roads – Matsu District & Kenai Peninsula**

2200 East 42nd Ave. Room 110

Anchorage, Alaska 99508

An offeror's failure to submit its bid prior to the deadline will cause the bid to be disqualified. Late bids will not be opened or accepted for evaluation.

ELECTRONIC BID SUBMISSION: If sending electronically; bids must be emailed to dotcprocurement@alaska.gov no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the maximum size of a single email (including all text and attachments) that can be received by the state is **15mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than **15 megabytes** and each email must comply with the requirements described above.

The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder’s responsibility to contact the issuing office at **(907) 269-0867 or 269-0873** to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected

SEC. 1.09 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 Time**.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		November 5, 2024
Deadline for Receipt of Bids / Bid Opening	2:00PM	November 15, 2024
Bid Evaluations Complete		November 19, 2024
Notice of Intent to Award		November 19, 2024
Contract Awarded to Contractor		December 2, 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 (DOT&PF), or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 PRE-BID CONFERENCE/TELECONFERENCE

N/A

SEC. 1.14 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. 1.15 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. 1.16 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

Scope of Work:

During the course of winter service season the following as-needed services are required:

This is a Call-Out contract only.

STAND-BY TIME: The contractor will receive a guaranteed **\$3,000.00** per lot if they are not called to clear the lot in any given month. The performance months for call-out work will be ****October through April (7 total)**. After the month has passed, if the state did not call the contractor at least one (1) time, the contractor would then invoice the state for \$3,000.00 and indicate on their invoice which month & location (LOT) it pertains too. Keep in mind the number of call-outs is weather dependent and will vary from LOT to LOT depending on location and snow fall in the different Districts. The District Superintendent or assigned designee will make the determination if/when they call the contractor for winter services. The stand-by time charge can be applied if the contractor doesn't get called out for a Plowing Cycle/Occurrence, Line Item 1 in each LOT of the bid schedule. ****The initial term of this contract will be December thru April (5-total), if the state exercises the optional renewal terms, the performance months will be Oct-April (7-total).**

Worksite Location:

Matsu District – 5 Lots

Kenai Peninsula – 2 Lots

See individual Lots for a complete list of Roads.

Award will be made **by lot** to the lowest responsive and responsible bidder. There are seven (7) lots. In order to be considered responsive for a lot, all items within the lot must be bid, to include the **Staffing** and **Equipment** tables. Bidders may bid on one or multiple Lots. If awarded more than one Lot **The Contractor must be capable of responding to all Lots awarded to them simultaneously.**

Deliverables:

Deliverable #1 Plowing Services:

The contractor shall provide **on-call** plowing services under the contract 7 days per week including all holidays. Contactor shall mobilize within **4 hours** after being contacted. The District Superintendent or designee will call the contractor contact on file, an email will also be sent stating time, and lots called out, and **that email must be acknowledged by a return email by the contractor saying received.**

The contractor shall commence snow control plowing upon the direction of the District Superintendent or assigned designee **within 6 hours** after being called. At the direction of the District Superintendent depending upon the severity and duration of a storm multiple plow cycles may be needed to meet the required performance targets. If the contractor believes multiple plow cycles will be needed to address a single storm the contractor shall notify the District Superintendent and discuss a storm response plan. The contractor shall notify the District Superintendent within **2-hours** when plowing services are complete in the area. The Superintendent will designate a foreman to inspect roadways after receiving notice of completion. An email will be sent notifying contractor of deficiencies needing addressed or that none were found within 8 hours. Deficiencies must be addressed **within 8 hours of notification.**

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The contractor shall plow all lanes of travel, including turn pockets, out to the edge of the asphalt. Roads only, not to include pathways or sidewalks.

Driveways, bus stops, mailboxes, signage, lighting, fences, guardrail, and other features shall not be adversely impacted as a result of routine plowing services. Damaged incurred as a result of contractor plowing operations to State or privately owned facilities shall be repaired by the Contractor at their expense.

See attached Snow Removal Performance targets including response times for further clarification of service delivery requirements.

Deliverable #2 ROADS As-Needed Service (call-out):

There may be situations where a As-Needed call out is necessary for minor touch-ups. In the event of an As-Needed service, the District Superintendent or assigned designee will contact the contractor’s identified point of contact to initiate the As-Needed service. It is anticipated the contractor will need at least one person on call for callout situations for a minimum of four (4) hours per As-Needed service. The contractor will be compensated a minimum of 4-hours regardless how long the call-out service entails, if the service extends past the 4-hour window, the contractor will track their time and invoice accordingly and at the per hour rate listed in the bid schedule. The Contractor shall mobilize **within 4 hours** after being contracted and shall commence minor touch-up work **within 6 hours** after being called.

Deliverable #3 ROADS Required Contractor Equipment:

- One (1) Each, Trucks must be GVWR: **33,000lbs** or greater, or State approved equivalent (with warning beacons visible from 360 degrees).
- One (1) Each, 140 H or equivalent with a wing blade attachment with an operating weight around **35,000 lbs.** or State approved equivalent (with warning beacons visible from 360 degrees).
- All vehicles and equipment must be clearly identified with the name of the company and phone number of the local office on each side of the equipment. The letters for the company name shall be at least three inches high and have proportionate width.

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately **December 2, 2024**, through **May 31, 2025**, with the option to renew for **4 additional 1-year terms** under the same terms and conditions as the original contract. **Renewals will be exercised at the sole discretion of the state.** 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 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 Transportation & Public Facilities (DOT&PF) 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 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 2.06 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility **Vernon Vreeland, P.E.**, Phone: (907) 269-0778
vernon.vreeland@alaska.gov Contracts Engineer, CR M&O, Department of Transportation **or his assigned designee.**

SEC. 2.07 CONTRACT PRICE ADJUSTMENTS

The length of the contract will be from the date of award, approximately **December 2, 2024**, through **May 31, 2025**, with the states option to renew for 4 additional 1-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

CONTRACT RENEWAL/PRICE ADJUSTMENTS: Contract renewal options are to be initiated solely by the Procurement Agency. Contract prices, as bid, are to remain firm through the initial period of the contract. Thereafter, contract prices may only be adjusted at the time of contract renewal. The adjusted contract price shall be computed as follows: The current contract amount times a factor of 1.03 (3%), and each subsequent renewal period – the current, adjusted contract amount times a factor of 1.03.

CONTRACT PRICE ADJUSTMENTS REQUEST: The contractor may request a Percentage Price Increase adjustment, in writing, 30 days prior to the contract renewal date. If a contractor fails to request a Percentage Price Increase adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the state receives their written request. Said price increase may not, under any circumstances, exceed the current contract amount times a factor of 1.03 for the preceding 12 months. No retroactive contract price adjustments will be allowed.

SEC. 2.08 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. 2.09 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. 2.10 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.12 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. 2.13 F.O.B. POINT

See bid schedule.

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work 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. 2.15 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. 2.16 NEW EQUIPMENT

See Scope of Work Equipment requirements.

SEC. 2.17 REMANUFACTURED/RECONDITIONED EQUIPMENT

See Scope of Work Equipment requirements.

SEC. 2.18 LEMON CLAUSE

N/A

SEC. 2.19 DISCONTINUED ITEMS

In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the procurement officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

SEC. 2.20 LIQUIDATED DAMAGES

Late performance or, the lack of performance by the contractor will cause unacceptable safety risks to the traveling public. As such, in the event the State of Alaska, DOT&PF must perform the required services, it is mutually agreed that the contractor will pay the state damages at the rate of **\$3,000.00 dollars for each time the state must perform the required service for each Lot listed in the Bid Schedule.**

This payment will be in the form a deduction from the invoice submitted at the end of each month. In the event the contractor's invoice does not include sufficient funding to allow the deduction, the state will invoice the contractor for this cost. **By signature on this ITB, the contractor acknowledges and agrees to the Liquidated Damages clause.**

SEC. 2.21 SHIPPING DAMAGE

N/A

SEC. 2.22 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. 2.23 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. 2.24 BILLING INSTRUCTIONS

The contractor will submit detailed invoices for services performed in accordance with ITB Section 2.01 Scope of Work and Deliverables. The State will pay all invoices within thirty (30) days of invoice approval.

1. Each invoice must identify the:
2. Contractor Name,
3. Contract number,
4. Lot# (location)
5. Date(s) when work was performed,
6. Type of work performed, and invoiced according to the Bid Schedule prices,
7. Signed certification that the amount invoiced for is for the services described in the Deliverables, during the period of performance of this contract.

Invoices that fail to identify each of these requirements will be rejected for payment until a corrected invoice is resubmitted.

Invoices for services provided under this contract are to be sent to:

- MATSU District - tara.clark@alaska.gov
- KENAI PENINSULA - marian.morse@alaska.gov

SEC. 2.25 ESTIMATED QUANTITIES

The quantities listed in the bid schedule are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state will use the estimated use numbers for the evaluation and award of the ITB but the state does not guarantee any minimum or maximum quantity/service.

SEC. 2.26 WARRANTY

N/A

SEC. 2.27 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. 2.28 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. 2.29 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

See attachment B.

SEC. 3.02 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

N/A.

SEC. 3.03 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<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 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- b) has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program 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. 4.06 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. 4.07 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. 4.08 ALASKA PRODUCT PREFERENCE

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II, or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

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

Products are classified in one of three categories:

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 4.09 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. 4.10 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. 4.11 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. 4.12 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. 4.13 METHOD OF AWARD

Award will be made **by lot** to the lowest responsive and responsible bidder. There are **seven (7)** lots. In order to be considered responsive for a lot, all items within the lot must be bid, to include the **Staffing** and **Equipment** tables. Bidders may bid on one or multiple Lots. If awarded more than one Lot **The Contractor must be capable of responding to all Lots awarded to them simultaneously.**

SEC. 4.14 CONTRACTOR SELECTION PROCESS

N/A

SEC. 4.15 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

N/A.

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 BRAND SPECIFIC

Certain items may be designated brand specific. When an item is designated no substitutions for the brand and model specified will be allowed.

SEC. 5.08 ITEM UPGRADES

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

SEC. 5.09 WORKMANSHIP AND MATERIALS

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. 5.10 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. 5.11 ORDER DOCUMENTS

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The state is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the state under this ITB. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

SEC. 5.12 HUMAN TRAFFICKING

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive or cancel the contract.

SEC. 5.13 RIGHT OF REJECTION

Bidders must comply with all 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. 5.14 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

SEC. 5.15 DISCLOSURE OF BID CONTENTS

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information 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. 5.16 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state’s approval of an assignment will be rejected as non-responsive.

SEC. 5.17 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.18 DEFAULT

In case of default by the contractor, for any reason whatsoever, the state may 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. 5.19 DISPUTES

If the contractor has a claim arising in connection with the contract that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

SEC. 5.20 SEVERABILITY

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

SEC. 5.21 CONTRACT CANCELLATION

- 1) The state reserves the right to cancel the contract at its convenience upon **30** calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services 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. 5.22 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.23 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.24 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

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

SEC. 5.25 PROTEST

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

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or 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 A Bid Schedule
- 2) Attachment B Performance Targets
- 3) Attachment C Roads List of Locations by Lot
- 4) Attachment D ITB Cover-Questions-Conflict-Preference

Instructions:

1. Bidders must offer a rate for each cycle/occurrence for each lot bid Line Item #1 in the bid schedule.
2. Bidders must offer an As-Needed per hour rate for each lot bid. A minimum of four (4) hours for each call-out will be allotted. For example: If a call-out service only takes 1hr to accomplish, you will be paid for 4hrs minimum Item #2 in the bid schedule.

There may be situations where a As-Needed call out is necessary for minor touch-ups. In the event of an As-Needed service, the District Superintendent or assigned designee will contact the contractor’s identified point of contact to initiate the As-Needed service. It is anticipated the contractor will need at least one person on call for callout situations for a minimum of four (4) hours per As-Needed service. The contractor will be compensated a minimum of 4-hours regardless how long the call-out service entails, if the service extends past the 4-hour window, the contractor will track their time and invoice accordingly and at the per hour rate listed in the bid schedule.

The offered rate per each Service listed in each Lot shall be all inclusive and shall include all costs associated with providing the required services.

3. **STAND-BY TIME:** The contractor will receive a guaranteed \$3,000.00 per lot if they are not called to clear the lot in any given month. The performance months for call-out work will be October through April (7 total). After the month has passed, if the state did not call the contractor at least one (1) time, the contractor would then invoice the state for \$3,000.00 and indicate on their invoice which month & location (LOT) it pertains too. Keep in mind the number of call-outs is weather dependent and will vary from LOT to LOT depending on location and snow fall in the different Districts. The District Superintendent or assigned designee will make the determination if/when they call the contractor for winter services. The stand-by time charge can be applied if the contractor doesn’t get called out for a Plowing Cycle/Occurrence, Line Item 1 in each LOT of the bid schedule. ****The initial term of this contract will be December thru April (5-total), if the state exercises the optional renewal terms, the performance months will be Oct-April (7-total).**

ESTIMATED QUANTITIES: A quantity of **7** occurrences for Roads will be used in the bid schedule for bidding purposes and evaluation of bids only. An Estimated quantity of **7** will be used for the as-needed (call-out) services (with the 4-hr block for each call-out in mind)

There are no minimum or maximum number of quantities the roads or sidewalks will be serviced as it is on an as needed basis based on the specifications as seen in this ITB. The contractor shall be compensated monthly by submitting an invoice with the number of occurrences. The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed.

Worksite Locations:

Matsu District: Lots 1-5

Kenai Peninsula: Lots 6 & 7

See individual Lots for a complete list of Roads.

Award will be made **by lot** to the lowest responsive and responsible bidder. There are **seven (7)** lots. In order to be considered responsive for a lot, all items within the lot must be bid, to include the **Staffing** and **Equipment** tables. Bidders may bid on one or multiple Lots. If awarded more than one Lot **The Contractor must be capable of responding to all Lots awarded to them simultaneously.**

LOT 1 – ROADS Matsu District

LOT 1	See attachment C for <u>locations</u> listed in Lot 1				
Items	Description	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	Plowing Cycle/Occurrence (for all locations listed in Lot 1 see attachment C)	7	Per Cycle	\$	\$
2	As-Needed Service Call out (min 4 hours per call-out)	7	Per Hour	\$	\$
*The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed			Lot 1 Total Cost		\$

LOT 1 - EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.
 See the specification requirements listed on pages 4 & 9

Piece of Equipment #	Brand	Model	Operating Weight
1			
2			
3			
4			
5			
6			

**LOT 1 cont.
 STAFFING TABLE**

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		
Equipment Operator		
Equipment Operator		
Equipment Operator		
Equipment Operator		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Plow Truck Operator		
Plow Truck Operator		
Plow Truck Operator		
Plow Truck Operator		
Plow Truck Operator		

LOT 2 – ROADS Matsu District

LOT 2	See attachment C for <u>locations</u> listed in Lot 2				
Items	Description	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	Plowing Cycle/Occurrence (for all locations listed in Lot 2 see attachment C)	7	Per Cycle	\$	\$
2	As-Needed Service Call out (min 4 hours per call-out)	7	Per Hour	\$	\$
*The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed			Lot 2 Total Cost		\$

LOT 2 - EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.
 See the specification requirements listed on pages 4 & 9

Piece of Equipment #	Brand	Model	Operating Weight
1			
2			
3			
4			
5			
6			

**LOT 2 cont.
STAFFING TABLE**

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		
Equipment Operator		
Equipment Operator		
Equipment Operator		
Equipment Operator		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Plow Truck Operator		
Plow Truck Operator		
Plow Truck Operator		
Plow Truck Operator		
Plow Truck Operator		

LOT 3 – ROADS Matsu District

LOT 3	See attachment C for <u>locations</u> listed in Lot 3				
Items	Description	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	Plowing Cycle/Occurrence (for all locations listed in Lot 3 see attachment C)	7	Per Cycle	\$	\$
2	As-Needed Service Call out (min 4 hours per call-out)	7	Per Hour	\$	\$
*The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed			Lot 3 Total Cost		\$

LOT 3 - EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.
 See the specification requirements listed on pages 4 & 9

Piece of Equipment #	Brand	Model	Operating Weight
1			
2			
3			
4			
5			
6			

**LOT 3 cont.
STAFFING TABLE**

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		
Equipment Operator		
Equipment Operator		
Equipment Operator		
Equipment Operator		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Plow Truck Operator		
Plow Truck Operator		
Plow Truck Operator		
Plow Truck Operator		
Plow Truck Operator		

LOT 4 – ROADS Matsu District

LOT 4	See attachment C for <u>locations</u> listed in Lot 4				
Items	Description	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	Plowing Cycle/Occurrence (for all locations listed in Lot 4 see attachment C)	7	Per Cycle	\$	\$
2	As-Needed Service Call out (min 4 hours per call-out)	7	Per Hour	\$	\$
*The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed			Lot 4 Total Cost		\$

LOT 4 - EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.
 See the specification requirements listed on pages 4 & 9

Piece of Equipment	Year	Brand	Model	Operating Weight
1				
2				
3				
4				
5				
6				

**LOT 4 cont.
 STAFFING TABLE**

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		
Equipment Operator		
Equipment Operator		
Equipment Operator		
Equipment Operator		

LOT 5 – ROADS Matsu District

LOT 5	See attachment C for <u>locations</u> listed in Lot 5				
Items	Description	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	Plowing Cycle/Occurrence (for all locations listed in Lot 5 see attachment C)	7	Per Cycle	\$	\$
2	As-Needed Service Call out (min 4 hours per call-out)	7	Per Hour	\$	\$
*The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed			Lot 5 Total Cost		\$

LOT 5 - EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.
 See the specification requirements listed on pages 4 & 9

Piece of Equipment	Year	Brand	Model	Operating Weight
1				
2				
3				
4				
5				
6				

**LOT 5 cont.
 STAFFING TABLE**

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		
Equipment Operator		
Equipment Operator		
Equipment Operator		
Equipment Operator		

LOT 6 – ROADS Soldotna

LOT 6	See attachment C for <u>locations</u> listed in Lot 6				
Items	Description	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	Plowing Cycle/Occurrence (for all locations listed in Lot 6 see attachment C)	7	Per Cycle	\$	\$
2	As-Needed Service Call out (min 4 hours per call-out)	7	Per Hour	\$	\$
*The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed			Lot 6 Total Cost		\$

LOT 6 - EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.
 See the specification requirements listed on pages 4 & 9

Piece of Equipment	Year	Brand	Model	Operating Weight
1				
2				
3				
4				
5				
6				

**LOT 6 cont.
 STAFFING TABLE**

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		
Equipment Operator		
Equipment Operator		
Equipment Operator		
Equipment Operator		

LOT 7 – ROADS Homer

LOT 7	See attachment C for <u>locations</u> listed in Lot 7				
Items	Description	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	Plowing Cycle/Occurrence (for all locations listed in Lot 7 see attachment C)	7	Per Cycle	\$	\$
2	As-Needed Service Call out (min 4 hours per call-out)	7	Per Hour	\$	\$
*The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed			Lot 7 Total Cost		\$

LOT 7 - EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.
 See the specification requirements listed on pages 4 & 9

Piece of Equipment	Year	Brand	Model	Operating Weight
1				
2				
3				
4				
5				
6				

**LOT 7 cont.
 STAFFING TABLE**






STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		
Equipment Operator		
Equipment Operator		
Equipment Operator		
Equipment Operator		

Priority Level ROADS

- Target conditions within 24 hours of call-out to proceed on route cycle (Performance Target **B/C**; see attached Table) should prevail.
- The primary goal will be to remove excess snow and snowpack from the all lanes of travel, including turn pockets, and shoulders. Plow roads to pavement edge.

Performance Target	Performance Target Description	Illustration
<p>A (Good Winter Driving Conditions)</p>	<p>Bare pavement is the primary goal. Good winter driving conditions exist when snow and ice have been removed from the driving lanes and excessive loose snow has been removed from the shoulders and centerline of the highway. Short sections of ice and packed snow are acceptable and can be expected within the driving lanes between the wheel paths, as well as on centerline. Bare pavement may not be possible in the Northern and Central Region’s during periods of extreme cold weather. Generally loose snow has been cleared and traction is good for most vehicles properly equipped for winter driving. If required for traction, 100% of roadway has sand present.</p>	
<p>B (Fair to Good Winter Driving Conditions)</p>	<p>Roads are passable with varying conditions. Drivers may encounter some standing water, packed snow, and icy patches covering the surface. Generally loose snow has been cleared from the travelway and traction is adequate for most vehicles properly equipped for winter driving. If required for traction, sand is applied to hills, curves, intersections, and bridge decks. Performance target B represents a fair to good level of service, which ranges from targets of bare pavement as much as possible on higher-standard or highly traveled highways to snow-pack or icy conditions on northern region roads as well as on lower-standard or low-volume roads. Traffic moves at reduced speed, with isolated slowdowns or delays.</p>	
<p>C (Fair to Poor Winter Driving Conditions)</p>	<p>Roads are generally passable with varying conditions. Drivers may encounter some standing water, loose snow, snow drifts, packed snow, and icy patches covering the surface. Patches of snow or ice exist even on the highest-standard roads, and these conditions may degenerate to predominately snow-packed or icy conditions throughout, with accompanying slowdowns or delays. On lower-standard or low-volume roads the surface is snow-covered (up to 2”) with substantial traffic delays.</p>	
<p>D (Poor Winter Driving Conditions)</p>	<p>Travel is challenging for most vehicles properly equipped for winter driving. Moderate snow accumulation on roads may be up to 4”. Performance target D represents a marginal level of service where traffic moves slowly with substantial delays. Traction is marginal even for vehicles properly equipped for winter driving.</p>	
<p>E (Hazardous Winter Driving Conditions)</p>	<p>Travel is not advised. Considerable snow accumulation on roads may be 4” or more. Drivers may encounter snow drifts, berms, freezing rain, and glare ice. Traction is extremely poor even for vehicles properly equipped for winter driving.</p>	

LOT 1 – ROADS MATSU					
Items 1-3	MATSU	Start MPT	End Location	Miles/Lane Miles (approx.)	Priority Level
1	Big Lake RD	0	8.1	8.1/16.2	3
2	Hollywood RD	0	8.1	8.1/16.2	3
3	Vine RD	0	0.639	0.639/1.2	3

LOT 1 Total Lane Miles Per Cycle: 33.6 miles

LOT 2 – ROADS MATSU					
Items 1-3	MATSU	Start MPT	End Location	Miles/Lane Miles (approx.)	Priority Level
1	Schrock RD	0	6.9	6.9/13.8	3
2	Pittman RD	0	8.7	8.7/17.4	3
3	Church RD	0	4.115	4.11/8.9	3

LOT 2 Total Lane Miles Per Cycle: 40.1 miles

LOT 3 – ROADS MATSU					
Items 1-10	MATSU	Start MPT	End Location	Miles/Lane Miles (approx.)	Priority Level
1	Smith RD	0	1.6	1.6/3.2	4
2	Maud RD	0	1.8	1.8/3.6	4
3	Bodenburg Loop	0	5.8	5.8/11.6	4
4	Bodenburg Spur	0	0.3	0.3/0.6	4
5	Plumley	0	1.3	1.3/2.6	4
6	McKechnie Loop	0	1.0	1.0/2.0	4
7	Marth RD	0	0.7	0.7/1.4	4
8	Clark/Wolverine	0	---	9.25/18.6	3
9	Knik River RD	0	11.3	11.3/22.6	3
10	Huntley RD	0	1.0	1.0/2.0	3

LOT 3 Total Lane Miles Per Cycle: 68.2 miles

LOT 4 – ROADS MATSU					
Items 1-6	MATSU	Start MPT	End Location	Miles/Lane Miles (approx.)	Priority Level
1	Scott RD	0	1.8	1.8/3.6	4
2	Farm Loop RD	0	2.9	2.9/5.8	4
3	Buffalo Mine RD	0	3.7	3.7/7.4	4
4	58 Mile RD West	0	1.043	1.04/2.086	3
5	58 Mile RD North	0	0.514	0.51/1.028	3
6	Jonesville RD North/Eska	0	2.42	2.42/4.84	4

LOT 4 Total Lane Miles Per Cycle: 24.75 miles

LOT 5– ROADS MATSU					
Items 1-5	MATSU	Start MPT	End Location	Miles/Lane Miles (approx.)	Priority Level
1	Fairview RD	0	10.9	10.9/21.8	3
2	Old Matanuska/Willow RD	0	2.7	2.7/5.4	3
3	Edlund RD	0	1.7	1.7/3.4	3
4	Fern ED	0	0.5	0.5/1.0	3
5	Davis RD	0	1.5	1.5/3.0	3

LOT 5 Total Lane Miles Per Cycle: 34.6 miles

LOT 6 – ROADS SOLDOTNA					
Items 1-8	SOLDOTNA	Start MPT	End Location	Miles/Lane Miles (approx.)	Priority Level
1	Kalifornsky Beach Road * Soldotna	16	22.154	6.15/22.6	3
2	Bridge Access Road * Kenai	0	3.3	3.3/12.5	3
3	Strawberry Road North * Kenai	0	0.499	0.5/1	4
4	Strawberry Road * Kenai	0.0967	0.4141	0.32/1	4
5	Carver Drive * Kenai	0	0.6396	0.639/1.9	4
6	Kleeb Loop/ Whistle Hill * Soldotna	0	0.35	0.35/0.7	4
7	Mackey Lake Road * Soldotna	0	2.739	2.74/9	3
8	Big Eddy * Soldotna	0	1.448	1.45/4.2	4

LOT 6 Total Lane Miles Per Cycle: 52.9 miles

LOT 7 – ROADS HOMER					
Items 1-8	HOMER	Start MPT	End Location	Miles/Lane Miles (approx.)	Priority Level
1	East Hill Road * Homer	0	2.41	2.41/5.8	3
2	West Hill Road * Homer	0	2.097	2.1/4.9	3
3	Skyline Drive West * Homer	0	3.206	3.21/7.5	3
4	Skyline Drive East * Homer	0	4.545	4.55/9.3	4
5	Ohlson Mountain Road * Homer	0	4.549	4.55/9.6	4
6	Rogers Loop * Homer	0	0.737	0.74/1.6	4
7	Diamond Ridge Road * Homer	0	4.807	4.81/9.6	3
8	Lake Street * Homer	0	0.489	0.5/1.3	3

LOT 7 Total Lane Miles Per Cycle: 49.6 miles

ATTACHMENT D
Bid Submission Cover Sheet

PROJECT INFORMATION

INVITATION TO BID
ITB NUMBER: (ITB) 2525C041
PROJECT
NAME: **WINTER MAINTENANCE ROADS – MATSU DISTRICT & KENAI PENINSULA**

BIDDER INFORMATION

Company
Name: _____
Address: _____
Tax ID: _____
Alaska
Business
License #: _____

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this bid:

Name _____
Title _____
Address _____
Email _____
Telephone _____

ADDENDA ACKNOWLEDGEMENT

The bidder acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their bid. Failure to identify and sign for all amendments may subject the bidder to disqualification. The bidder must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your bid (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The bidder is presently engaged or has performed business of providing the products and/or services required in this ITB.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	The bidder confirms that it has the financial strength to provide and/or perform and maintain the services required under this ITB.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	The bidder accepts the terms and conditions set out in the ITB and agrees not to restrict the rights of the state.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	The bidder confirms that they can obtain and maintain all necessary insurance as required on this project.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	The bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	The bidder certifies they are 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.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	The bidder complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	The bidder complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964.	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	The bidder can provide (if requested) financial records for the organization for the past three years.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	The bidder certifies they have not had any contracts terminated by the State of Alaska (within the past five years).	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	The bidder certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the bid/proposal as non-responsive or cancel the contract.	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	The bidder certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide products and/or services to the State.	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	The bidder certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	The bidder certifies they do not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	The bidder certifies they have not been involved in bankruptcy or reorganized proceeding.	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	The bidder certifies they comply with the laws of the State of Alaska.	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	The bidder confirms their bid will remain valid and open for at least 90 days.	<input type="checkbox"/> YES <input type="checkbox"/> NO

* Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below (add rows as necessary).

Number	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work 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 services to be provided by the bidder.

Does the bidder, or any individuals that will work on this contract, have a possible conflict of interest?

<input type="checkbox"/> YES <input type="checkbox"/> NO
--

** Failure to answer may be grounds for disqualification.*

If "Yes", please provide additional information regarding the nature of that conflict:

FEDERAL REQUIREMENTS

Indicate below any known federal requirements that apply to the bid, it's evaluation, or the resulting contract:

ALASKA PREFERENCES

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

SIGNATURE

This bid must be signed by a company officer empowered to bind the company.

Printed Name _____
Title _____
Date _____
Signature _____

ALASKA BIDDER PREFERENCE CERTIFICATION FORM

AS 36.30.321 (A) / AS 36.30.990 (2)

Solicitation Number	2525C041
Project Description	WINTER MAINTENANCE ROADS – MATSU DISTRICT & KENAI PENINSULA
Business Name	
Alaska Business License Number	

A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of the above entity and all information on this form is true and correct to the best of my knowledge.

Printed Name:	
Title:	
Date:	
Signature:	

Alaska Bidder Preference: Do you believe your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veterans Preference: Do you believe your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Military Skills Program Preference: Do you believe your firm qualifies for the Alaska Military Skills Program Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No

To qualify for and claim the **Alaska Bidder Preference** you must answer **YES** to all questions in the Alaska Bidder Preference Question section below:

Alaska Bidder Preference Questions

1	Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business submitting a bid or proposal under the name appearing on the Alaska Business license identified above? Per AS36.30.990 (2)(B)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

3	Has your business maintained a place of business within the state staffed by the bidder or offeror or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per AS 36.30.990 (2)(C)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If the answer to question 3 is YES, complete the following:

Physical Place of Business Address	
City	
Zip Code	

“Place of business” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify the Place of Business identified above meets this definition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Per AS 16.05.415(a) per 2AAC 12.990(b)(7), the bidder or offeror, or at least one employee of the bidder or offeror must be a resident of the state?

1	Do you certify the bidder or offeror, or, at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Do you certify the resident(s) used to meet this requirement has maintained a domicile in Alaska for the 12 months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Do you certify the resident(s) used to meet this requirement is only claiming residency in Alaska per AS 16.05.415(a)(3)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Do you certify the resident used to meet this requirement is not obtaining benefits under a claim of residency in another state, territory, or country per As 16.05.415 (a)(4)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Per AS 36.30.990(2)(D), is your business:

1	Incorporated or qualified to do business under the laws of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If yes, enter the current Alaska Corporate Entity Number:

Indicate below how your business is organized:

1	Is your business a Sole Proprietorship and the Proprietor is a resident of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business a Limited Liability Corporation organized under AS 10.50 and ALL members are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer to question 2 above is YES, please identify each member by name:

3	Is your business a partnership under former AS32.05, AS32.06, or AS32.11 and all partners are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If the answer to question 3 above is YES, please identify each partner by name:

Alaska Veterans Preference Questions:

To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section above.

Per AS36.30.321(F), is your business:

1	A sole proprietorship owned by an Alaska veteran?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	A partnership under AS32.06 or AS32.11 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	A limited liability company organized under AS10.50 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	A corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Per AS36.30.321(F)(3), an “Alaska veteran” is defined as an individual who:

- A. Served in the:
 - a. Armed forces of the United States, including a reserve unit of the United States armed forces ; or
 - b. Alaska Territorial Guard, The Alaska Army National Guard, the Alaska Air Nations Guards, or the Alaska Naval Militia; and,
- B. Was separated from services under a condition that was not dishonorable.

4	Do you certify the individual(s) indicated in items 1-4 above meet this definition and can provide documentation of their service and discharge in necessary?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Alaska Military Skills Program Preference Questions

To qualify for and claim the Alaska Military Skills Program Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Bidder Preference section above.

Per 36.30.321(I), does your business:

1	Employ at least one person who is enrolled in, or within the past two years, graduated from, a United States Department of Defense SkillBridge or United States Army career skills program that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have an active partnership with an entity that employs an apprentice through a program described in item 1 above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have proof of an employee’s graduation or enrollment in a qualified program as described in 1. above?	<input type="checkbox"/> Yes <input type="checkbox"/> No