

# STATE OF ALASKA INVITATION TO BID (ITB)



## FAIRBANKS PUBLIC HEALTH CENTER SNOW REMOVAL ITB 2525N099

ISSUED MARCH 27, 2025

THE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, DIVISION OF PROGRAM MANAGEMENT AND ADMINISTRATION, IS SOLICITING BIDS FOR SNOW REMOVAL SERVICE FOR THE FAIRBANKS PUBLIC HEALTH CENTER AND PARKING AREAS

**IMPORTANT NOTICE:** If you received this solicitation from the State of Alaska’s “Online Public Notice” web site, you must register with the procurement officer listed below if you desire to receive notification of subsequent amendments to the solicitation.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that they comply with the following:

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

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

Department Of Transportation and Public Facilities  Division Of Facility Services  PROCUREMENT OFFICER:  J. Leisha Rice  PHONE: (907) 451-5102  EMAIL: <a href="mailto:LEISHA.RICE@ALASKA.GOV">LEISHA.RICE@ALASKA.GOV</a>	<hr/> COMPANY SUBMITTING BID  <hr/> AUTHORIZED SIGNATURE  <hr/> PRINTED NAME  <hr/> DATE
---	--

# TABLE OF CONTENTS

- SECTION 1. INTRODUCTION & INSTRUCTIONS.....4**
  - SEC. 1.01 PURPOSE OF THE ITB.....4
  - SEC. 1.02 BUDGET .....4
  - SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS .....4
  - SEC. 1.04 PRIOR EXPERIENCE .....4
  - SEC. 1.05 REQUIRED REVIEW .....4
  - SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS .....4
  - SEC. 1.07 SITE INSPECTION .....4
  - SEC. 1.08 RETURN INSTRUCTIONS .....5
  - SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY.....6
  - SEC. 1.10 AMENDMENTS TO BIDS .....6
  - SEC. 1.11 AMENDMENTS TO THE ITB .....6
  - SEC. 1.12 ITB SCHEDULE .....6
  - SEC. 1.13 ALTERNATE BIDS .....6
  - SEC. 1.14 SUPPORTING INFORMATION.....7
  - SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER .....7
- SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION.....8**
  - SEC. 2.01 SCOPE OF WORK .....8
  - SEC. 2.02 CONTRACT TERM .....11
  - SEC. 2.03 CONTRACT TYPE.....12
  - SEC. 2.04 PAYMENT FOR STATE PURCHASES.....12
  - SEC. 2.05 ELECTRONIC PAYMENTS.....12
  - SEC. 2.06 PROMPT PAYMENT FOR STATE PURCHASES.....12
  - SEC. 2.07 CONTRACT ADMINISTRATION .....12
  - SEC. 2.08 CONTRACT PRICE ADJUSTMENTS .....12
  - SEC. 2.09 CONTRACT PERFORMANCE LOCATION .....13
  - SEC. 2.10 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED.....14
  - SEC. 2.11 SUBCONTRACTORS.....14
  - SEC. 2.12 JOINT VENTURES.....14
  - SEC. 2.13 RIGHT TO INSPECT PLACE OF BUSINESS .....14
  - SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....14
  - SEC. 2.15 SERVICE CONTRACT DEFICIENCIES.....14
  - SEC. 2.16 EQUIPMENT INSPECTION .....15
  - SEC. 2.17 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS .....15
  - SEC. 2.18 CONTINUING OBLIGATION OF CONTRACTOR .....15
  - SEC. 2.19 ESTIMATED QUANTITIES .....15
  - SEC. 2.20 WARRANTY.....15
  - SEC. 2.21 NONDISCLOSURE AND CONFIDENTIALITY .....16
  - SEC. 2.22 INDEMNIFICATION .....16
  - SEC. 2.23 INSURANCE .....17
- SECTION 3. BID FORMAT AND CONTENT .....18**
  - SEC. 3.01 BID FORMS .....18
  - SEC. 3.02 PRICES.....18
- SECTION 4. EVALUATION AND CONTRACTOR SELECTION.....19**
  - SEC. 4.01 EVALUATION OF BIDS.....19
  - SEC. 4.02 APPLICATION OF PREFERENCES .....19
  - SEC. 4.03 ALASKA BIDDER PREFERENCE .....19
  - SEC. 4.04 ALASKA VETERAN PREFERENCE.....20
  - SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE .....20
  - SEC. 4.06 EMPLOYMENT PROGRAM PREFERENCE .....21
  - SEC. 4.07 ALASKANS WITH DISABILITIES PREFERENCE .....21
  - SEC. 4.08 PREFERENCE QUALIFICATION LETTER .....21
  - SEC. 4.09 EXTENSION OF PRICES.....22
  - SEC. 4.10 METHOD OF AWARD.....22
  - SEC. 4.11 CONTRACTOR SELECTION PROCESS .....22
  - SEC. 4.12 NOTICE OF INTENT TO AWARD .....22
- SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION.....23**
  - SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES .....23
  - SEC. 5.02 AUTHORITY .....23

SEC. 5.03 COMPLIANCE .....23

SEC. 5.04 SUITABLE MATERIALS, ETC. ....24

SEC. 5.05 SPECIFICATIONS.....24

SEC. 5.06 WORKMANSHIP AND MATERIALS.....24

SEC. 5.07 CONTRACTOR SITE INSPECTION .....24

SEC. 5.08 ORDER DOCUMENTS.....24

SEC. 5.09 HUMAN TRAFFICKING .....24

SEC. 5.10 RIGHT OF REJECTION .....25

SEC. 5.11 STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....25

SEC. 5.12 DISCLOSURE OF BID CONTENTS .....25

SEC. 5.13 ASSIGNMENTS.....26

SEC. 5.14 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM) .....26

SEC. 5.15 DEFAULT .....26

SEC. 5.16 DISPUTES .....26

SEC. 5.17 SEVERABILITY .....26

SEC. 5.18 CONTRACT CANCELLATION .....26

SEC. 5.19 GOVERNING LAW; FORUM SELECTION .....27

SEC. 5.20 QUALIFIED BIDDERS .....27

SEC. 5.21 FEDERALLY IMPOSED TARIFFS .....27

SEC. 5.22 PROTEST .....28

**SECTION 6. ATTACHMENTS.....30**

SEC. 6.01 ATTACHMENTS .....30

---

## **SECTION 1. INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE ITB**

The Department of Transportation and Public Facilities, Division of Facilities Services, is soliciting bids for snow removal at the Fairbanks Public Health Center Building and parking areas.

### **SEC. 1.02 BUDGET**

Payment for the contract is subject to funds already appropriated and identified.

### **SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS**

Bids must be received no later than 2:00 pm. Alaska Time on April 22, 2025, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

### **SEC. 1.04 PRIOR EXPERIENCE**

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

- Maintain a business performing snow plowing and snow removal, shoveling sidewalks (i.e. loading, hauling and dumping material) services, or similar operations for a minimum of three (3) years.

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

### **SEC. 1.05 REQUIRED REVIEW**

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of bids. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

### **SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS**

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

### **SEC. 1.07 SITE INSPECTION**

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder

of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this ITB. The site may be inspected by contacting Benny Chambers at 907-451-2308.

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

### **SEC. 1.08 RETURN INSTRUCTIONS**

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

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

Department of Transportation and Public Facilities  
Program Management and Administration  
Attention: J. Leisha Rice  
Invitation to Bid (ITB) Number: 2525N099  
ITB Title: Fairbanks Public Health Center Snow Removal  
2301 Peger Road  
Fairbanks, AK 99709

If using U.S. mail, Delivery Service or Carrier please use the following address:

Department of Transportation and public facilities  
Program Management and Administration  
Attention: J. Leisha Rice  
Invitation to Bid (ITB) Number: 2525N099  
ITB Title: Fairbanks Public Health Center Snow Removal  
2301 Peger Road  
Fairbanks, Ak 99709

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

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

It is the bidder’s responsibility to contact the issuing agency at 907-451-5102 to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

### **SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY**

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the Procurement Officer no later than ten days prior to the closing of the bid to make any necessary arrangements.

### **SEC. 1.10 AMENDMENTS TO BIDS**

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

### **SEC. 1.11 AMENDMENTS TO THE ITB**

If an amendment is issued before the deadline for receipt of bids, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the OPN.

### **SEC. 1.12 ITB SCHEDULE**

The ITB schedule below represents the State of Alaska’s best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time (AST).

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / ITB Released	N/A	March 27, 2025
Pre-Bid Conference	N/A	N/A
Deadline for Receipt of Bids / Bid Due Date	2:00 P.M.	April 10, 2025
Bid Evaluations Complete	N/A	April 10, 2025
Notice of Intent to Award	N/A	April 10, 2025
Contract Issued	N/A	April 20, 2025

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

### **SEC. 1.13 ALTERNATE BIDS**

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

**SEC. 1.14 SUPPORTING INFORMATION**

Provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, may cause the state to consider the offer non-responsive and reject the bid.

**SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER**

To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB, and which must be complied with at risk of bid rejection for non-responsiveness.

---

## **SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION**

### **SEC. 2.01 SCOPE OF WORK**

The Department of Transportation and Public Facilities, Division of Program Management and Administration, is soliciting bids for snow removal, equipment with an operator, manual labor, sanding and ice removal material on an as needed basis.

Services shall include, but are not limited to; mobilization, demobilization, traffic control, pedestrian control, labor, materials, supplies and equipment for removal of all snow and ice on sidewalks, steps, parking areas, parking ramps and parking lots.

The State will not provide a snow storage site.

The snow and ice removal services must be completed by 7:00 am Monday through Friday, excluding state holidays.

The approximate areas are shown on Attachment 1 and 2.

#### **Item 1 - Personnel**

All contractor personnel will be competent, experienced and capable of operating the equipment they use to perform the services specified in the scope of work. Contractor personnel will be legally qualified to work in the State of Alaska and hold any necessary licenses to operate vehicles or equipment they use in the performance of these services.

The bidder will submit a list of proposed personnel who will be performing these services along with the bid documents. The list will include any licenses for the service they will perform, and the applicable experience of each person.

The Contractor may add personnel to perform these services. The Contractor will submit a request for additional personnel to the Project Manager. Upon approval, the Contractor may use the named personnel to perform services under the resulting contract.

The Contractor will replace any operators who, in the opinion of the Project Manager, exhibit misconduct while on the job, are incompetent, or negligent in the performance of this work.

#### **Item 2 – Snow Plowing Services**

Snow plowing services will be performed when a snow accumulation of no greater than two (2) inches is present in the parking areas and sidewalks, or at the direction of the Project Manager. Snow removal services will be performed and completed prior to 7:00 am Monday through Friday excluding State holidays, or as needed at the direction of the Project Manager.

Snow will be stockpiled in designated areas at the direction of the Project Manager. A loader or equivalent equipment capable of stacking snow to a minimum height of twelve (12) feet will be used to stockpile snow in designated areas with each plowing occurrence.

The parking lots must be checked Monday through Friday, excluding State holidays, to ensure no more than two (2) inches of snow has accumulated prior to the start of the business. All snow removal services must be completed prior to 7:00 am unless otherwise directed by the Project Manager.

The sidewalks must be free from snow and ice between 7:00 am – 5:00 pm Monday through Friday, excluding State holidays, to ensure no more than one (1) inch of snow has accumulated or freezing rain unless otherwise directed by the Project Manager.

### **Item 3 – Snow Removal Services**

Stockpiled snow will be removed from parking areas at the direction of the Project Manager. The excess snow will be trucked to designated areas. The Project Manager will coordinate with the Contractor where removed snow can be trucked and stockpiled.

The contractor will submit a list of equipment to be used in the performance of plowing and snow removal services along with the bid documents for Project Manager's approval.

All work shall be on an hourly equipment rental basis with operator. Ice melt compound shall be billed at actual wholesale cost plus 10% markup. Mortar sand and E chips shall be billed on a per cubic yard basis. Fuels, lubricants, wear and maintenance items, tools, supplies, snow storage site fees, and all other items necessary to complete the work are considered incidental and will not be measured for payment.

Contractor shall be available 24 hours a day by mobile number. An answering machine is not an acceptable substitute. A mobile phone number will be required for award.

Travel time is defined as the actual transit time expended by the Contractor in moving equipment from Contractor's place of business to the work location and return. The Contractor and the State will determine the length of this time through mutual agreement. In no case will pay travel time exceed one (1) hour. Travel time exceeding one (1) hour will be at the Contractors expense.

The Contractor will be responsible for any damages to State facilities, utilities, or private property resulting from this work.

At least one (1) person at the supervisory level who can speak, read and write English fluently must be available at all times during the performance of any work under this contract. Equipment operators will be competent and experienced and must be capable of operating the equipment to its capacity. The Contractor will replace those operators who, in the opinion of the Project Manager, exhibit misconduct while on the job, are incompetent, or negligent in the operation of the equipment.

The State makes no guarantee of minimum or maximum usage, or compensation under this contact.

The Contractor shall report hazardous conditions and items in need of repair to the Project Manager immediately.

Sanding material shall be measured by the cubic yards supplied for application to the required areas and paid at the contract price for that bid item.

Ice melt compound shall be measured as amount used and billed at actual wholesale costs plus 10% mark up.

### **Item 5 – Basis of Payment and Invoicing**

An itemized invoice shall be submitted weekly and must contain the minimum following information:

- a) Contractor name
- b) Contract number
- c) Date of Invoice
- d) List of separate line item identifying each occurrence of service performed, with the date of each service was performed.

Invoices must be submitted electronically to:

[dfs.fbx.admin@alaska.gov](mailto:dfs.fbx.admin@alaska.gov)

If submitting hard copies of invoices, invoices will be addressed to:

State of Alaska Department of Transportation and Public Facilities  
Division of Facilities  
2301 Peger Road  
Fairbanks, AK 99709

### **Item 6 – Damages**

A mandatory site visit by the Contractor with the Project Manager will be held prior to October 1 of each year. The site visit will identify the condition of the premises. This information will be used to determine the responsibility of the Contractor for repairs at the conclusion of the snow and removal season.

If, in the opinion of the Project Manager, the contractor damages any property, the Contractor may make replacements and repairs with the approval of the Project Manager. Or the contracting agency may either hire another firm or assign State personnel to repair damages. This will be deducted from the contract payment due.

Defective work: The Contractor will, at their expense, remedy and correct any defect in their work when the defect is brought to their attention. Contractor shall, without additional cost to the State, make good and be fully responsible for all injury or damage to persons or property which may result from their negligence or that of employees. This includes damages resulting from the use of materials and equipment or from workmanship which is inferior, defective, or not in accordance with the terms and conditions of the contract. Where or when a defect in the Contractor's work could result in injury to a private citizen or State employee, the State reserves the right to immediately correct the deficiency, using the most expedient method available (state employee and/or private contractor), and deduct the cost incurred from monies owed to the contractor.

Petroleum Spill and Leakage: The Contractor is responsible for all cleanup actions required as a result of spills or equipment leakage during the performance of this contract. Failure to take reasonable and responsive corrective action in a timely manner will result in the State taking correction action under the Defective work section above.

### **Item 7 – Equipment**

All equipment must meet pertinent Federal and State safety standards, with particular emphasis on lighting required for snow removal.

The designated State Representative shall have the authority to terminate the use of any equipment which is not maintained in good working condition or does not perform at a production capability consistent with maintenance standards.

### **Item 7 - Materials**

E-Chips and Mortar sand in accordance with the State of Alaska, DOT&PF standards.

Fine Sand: Sand supplied for this contract shall contain no much, frozen materials, roots, sod or other deleterious matter, and shall be 100% passing a 3/8 screen with no more than 8% passing a No. 200ths screen. The contractor must be able to supply the specifications for the sand if requested by the Project Manager.

Course Sand: Sand supplied for this contract shall contain no much, frozen materials, roots, sod or other deleterious matter, and shall be 100% passing a 1/8 screen with no more than 8% passing a No. 200ths screen. The contractor must be able to supply the specifications for the sand if requested by the Project Manager.

### **Item 8 – Method of Removal**

Special care must be used around the building so no damage occurs to the windows from flying objects, the building or the lawn.

No snow or ice shall be deposited on City Streets, lawn and landscape areas.

**The State will not provide a snow storage site.** Contractor must haul all snow and ice to an approved snow storage site within 48 hours after a snow event unless approved by Project Manager.

## **SEC. 2.02 CONTRACT TERM**

The initial contract period will be from the date of award, through September 30, 2025, with the option to renew for three (3) additional one (1) year terms under the same terms and conditions as the original contract. After the first year the renewal contract period will be October 1, September 30, 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 solicitation will result in a firm fixed price contract to be used on an as needed basis.

### **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 and Public Facilities. 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.

### **SEC. 2.05 ELECTRONIC PAYMENTS**

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Bidders may review information concerning the EFT process and access the [Electronic Payment Agreement Form for Vendors](https://doa.alaska.gov/dof/vendor.html) at the following link: <https://doa.alaska.gov/dof/vendor.html>. Method of payment is not a factor in the State's determination for award.

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

### **SEC. 2.06 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. 2.07 CONTRACT ADMINISTRATION**

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Transportation and Public Facilities, Division of Program Management and Administration.

### **SEC. 2.08 CONTRACT PRICE ADJUSTMENTS**

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

**Consumer Price Index (CPI):** Contract prices will remain firm through September 30, 2025.

---

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

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2023) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

## **SEC. 2.09 CONTRACT PERFORMANCE LOCATION**

The location(s) the work is to be performed, completed, and managed is 1025 Barnette street, Fairbanks, Alaska 99701.

The State will not provide workplace for the contractor.

The Contract will include in their bid price all costs to transport equipment to and from the jobsite and will be responsible for all operating costs to perform these services.

No Contractor travel will be required for nor compensated under the resulting contract.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor 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 the 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. 2.10 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. 2.11 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 2.12 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 2.13 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. 2.14 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 SERVICE CONTRACT DEFICIENCIES**

The contractor's failure to provide a service required by this contract will be grounds for the State to issue a Service Deficiency Claim (SDC) to the Contractor. The SDC will be provided to the contractor in writing. The contractor will advise the State, in writing to the corrective action being taken. If a deficiency is not corrected within 7.5 working hours from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. If a contractor gets more than two substantiated

SDC's in a 30-day period or a total of 4 substantiated SDC's during the term of a contract period, it will be grounds for the state to declare the contractor in default. The State reserves the right to cancel the contract based on non-availability of State funds.

### **SEC. 2.16 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. 2.17 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. 2.18 CONTINUING OBLIGATION OF CONTRACTOR**

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

### **SEC. 2.19 ESTIMATED QUANTITIES**

The resulting contract will be used on an as needed basis. The State does not guarantee any minimum or maximum purchase. Order will be issued throughout the contract period dependent on the needs of the State.

### **SEC. 2.20 WARRANTY**

The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least **LENGTH**. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the state. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The state is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

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

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

### **SEC. 2.21 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. 2.22 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. 2.23 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 and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

#### CONFLICT OF INTEREST

Each bid shall include a statement indicating whether the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

### SEC. 3.02 PRICES

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

## SECTION 4. EVALUATION AND CONTRACTOR SELECTION

### SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due 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 Military Skills Program Preference – AS 36.30.321(l)
- 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.

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(l) must be provided to the Procurement Officer at time of bid submission. Bidders must provide clarification or additional information requested by the Procurement Officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the bidder not receiving the Military Skills Program Preference.

#### **SEC. 4.06 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. 4.07 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. 4.08 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. 4.09 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. 4.10 METHOD OF AWARD**

Award will be made to the lowest responsive and responsible bidder. To be considered responsive, bidders must bid on all items.

**SEC. 4.11 CONTRACTOR SELECTION PROCESS**

Once the contracts are established this selection process will be used. When the state needs to order the product or service, the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For example, if a there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

**SEC. 4.12 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 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. 5.02 AUTHORITY

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

### SEC. 5.03 COMPLIANCE

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

**SEC. 5.04 SUITABLE MATERIALS, ETC.**

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

**SEC. 5.05 SPECIFICATIONS**

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

**SEC. 5.06 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. 5.07 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. 5.08 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. 5.09 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. 5.10 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. 5.11 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. 5.12 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), 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 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 will evaluate the bidder's assertion upon receiving a request for the information. If OPPM 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. 5.13 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. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 CONTRACT CANCELLATION**

- 1) The state reserves the right to cancel the contract at its convenience upon 15 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. 5.19 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. 5.20 QUALIFIED BIDDERS**

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

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

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

### **SEC. 5.21 FEDERALLY IMPOSED TARIFFS**

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

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

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

## SEC. 5.22 PROTEST

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

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or 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) Fairbanks Public Health Center Snow removal map A
- 2) Fairbanks Public Health Center Snow removal map B
- 3) Bid Schedule
- 4) Bid Submission Cover Sheet
- 5) Alaska Bidder Preference Certification Form
- 6) Appendix B1

#### DOCUMENTS REQUIRED AT TIME OF BID OPENING:

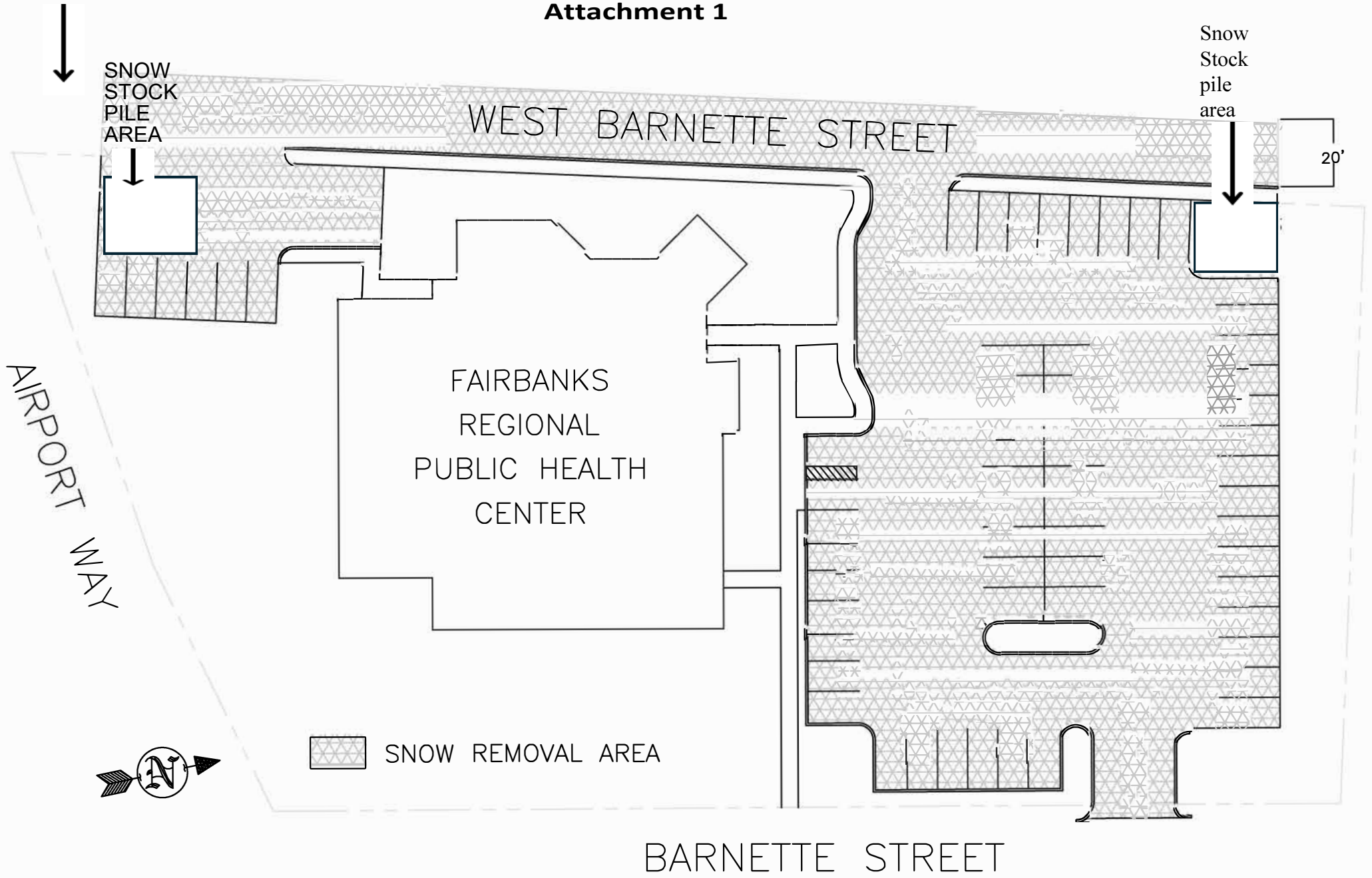
- a) Completed ITB Cover Page – **Page 1 of this Solicitation.**
- b) Completed Bid Schedule – **Attachment 3 of this Solicitation.**
- c) Bid submission Cover Sheet – **Attachment 4 of this Solicitation.**
- d) Alaska Bidder Preference Certification form (if claiming Alaska Bidder Preferences) – **Attachment 5 of this solicitation.**
- e) A list of proposed personnel who will be performing onsite services, and the applicable experience of each person.
- f) A list proposed equipment to be used during the term of the contract.

#### DOCUMENTS REQUIRED PRIOR TO CONTRACT AWARD:

- a) Current certificate of Insurance per Appendix B1.
- b) Current Alaska Business License.

Fire Hydrant (Leave clear access)

**Attachment 1**



Snow Stock pile area

20'

AIRPORT WAY

WEST BARNETTE STREET

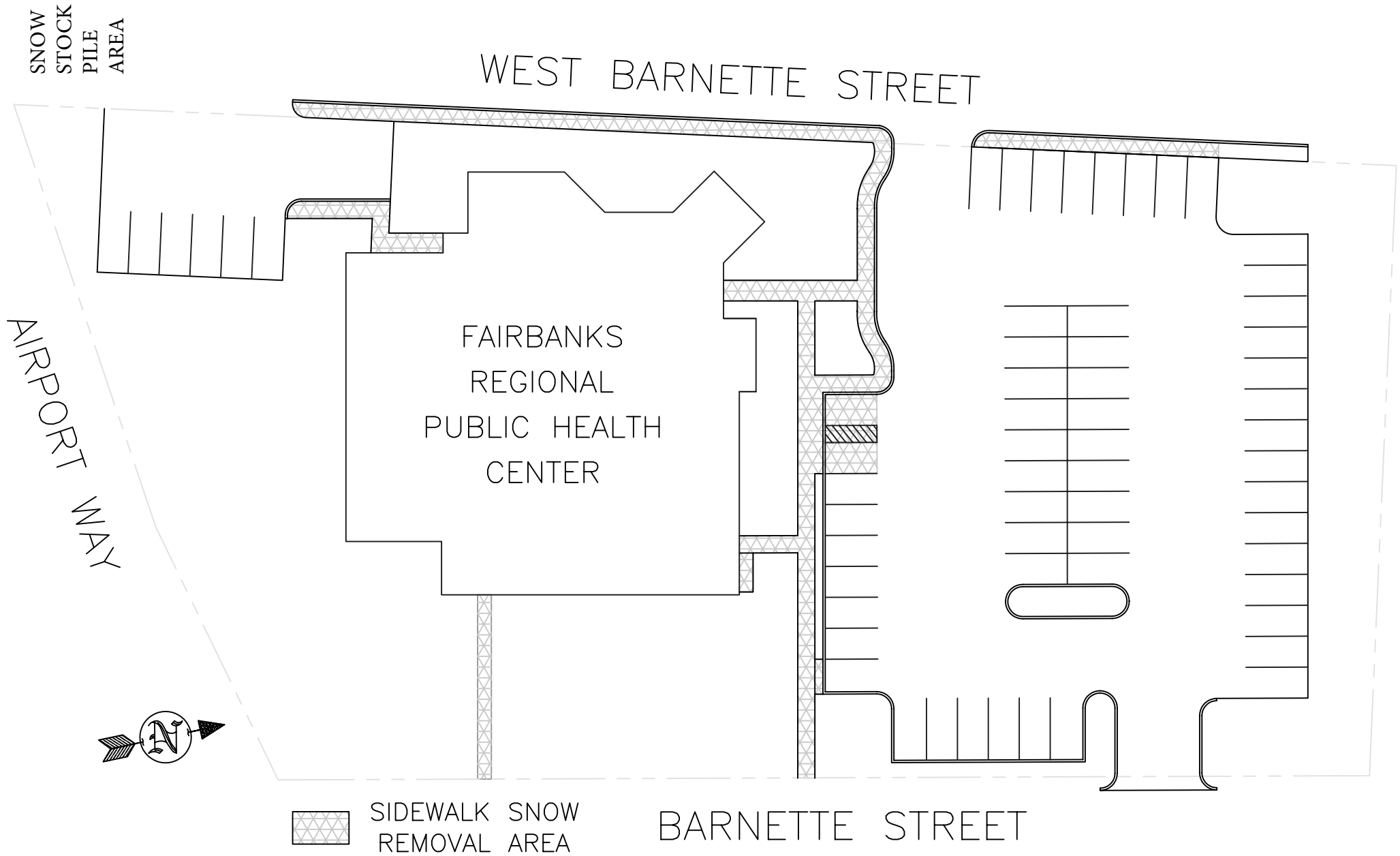
FAIRBANKS  
REGIONAL  
PUBLIC HEALTH  
CENTER

BARNETTE STREET

SNOW REMOVAL AREA



Attachment 2



**Attachment 3**

**Bid Schedule**

<b>Item #</b>	<b>Equipment</b>	<b>Unit</b>	<b>Unit Price</b>
Line 1	Motor Grader	Price per hour	\$
Line 2	Front End Loader – 5 yard minimum	Price per hour	\$
Line 3	End Dump – 15 yard minimum	Price per load	\$
Line 4	4x4 Pick up Truck	Price per hour	\$
Line 5	Bobcat	Price per hour	\$
Line 6	Snow Blower	Price per hour	\$
Line 7	Manual Labor	Price per hour	\$
Line 8	E-Chips	Price per cubic yard	\$
Line 9	Mortar Sand	Price per cubic yard	\$

**Bids will be evaluated based on Unit Price and will be billed as services are delivered.**

Submitted by:

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**BID SUBMISSION COVER SHEET**

**ATTACHMENT 4**

**DOCUMENTS REQUIRED AT TIME OF BID OPENING:**

- a) Completed ITB Cover Page – **Page 1 of this Solicitation.**
- b) Completed Bid Schedule – **Attachment 3 of this Solicitation.**
- c) Bid submission Cover Sheet – **Attachment 4 of this Solicitation.**
- d) Alaska Bidder Preference Certification form (if claiming Alaska Bidder Preferences) – **Attachment 5 of this solicitation.**
- e) A list of proposed personnel who will be performing onsite services, and the applicable experience of each person.
- f) A list proposed equipment to be used during the term of the contract.

**DOCUMENTS REQUIRED PRIOR TO CONTRACT AWARD:**

- a) Current certificate of Insurance per Appendix B1.
- b) Current Alaska Business License.



## ALASKA BIDDER PREFERENCE CERTIFICATION FORM AS 36.30.321 (A) / AS 36.30.990 (2)

### Attachment 5

<b>Solicitation Number</b>	
<b>Project Description</b>	
<b>Business Name</b>	
<b>Alaska Business License Number</b>	

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.

<b>Printed Name:</b>	
<b>Title:</b>	
<b>Date:</b>	
<b>Signature:</b>	

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

If the answer to question 3 is YES, complete the following:

<b>Physical Place of Business Address</b>	
<b>City</b>	
<b>Zip Code</b>	

“**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
--	--

**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
---	---	--

**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 <b>ALL</b> members are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If the answer to question 2 above is YES, please identify each member by name:</b>		
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
<b>If the answer to question 3 above is YES, please identify each partner by name:</b>		

---

### 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
---	---	--

### 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

## Attachment 6

### APPENDIX B<sup>1</sup> INDEMNITY AND INSURANCE

#### Article 1. 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.

#### Article 2. Insurance

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

**2.1 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.

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.