

# STATE OF ALASKA INVITATION TO BID (ITB)



## REFUSE COLLECTION SERVICE - TSAIA ITB 2525C071

ISSUED 4/18/2025

THE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, CENTRAL REGION PROCUREMENT, SUPPLY & SERVICES IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE REFUSE COLLECTION FOR THE TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT.

**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 PROGRAM MANAGEMENT AND ADMINISTRATION	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
JOEL BALZER	PRINTED NAME
PHONE: (907) 269-0867	
EMAIL: joel.balzer@alaska.gov	DATE

## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation and Public Facilities, Division of Program Management and Administration, is soliciting bids for a refuse collection service contract for the Ted Stevens Anchorage International Airport.

### 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 **5/13/2025**, 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 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. 1.05 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. 1.06 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. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.05.

**PRE-BID WALK-THROUGH:** Potential bidders are strongly encouraged to attend the scheduled walk-through on **4/29/2025 at 10:30AM** located at **4100 Aircraft Dr, Anchorage, AK 99502**.

### SEC. 1.07 RETURN INSTRUCTIONS

Department of Transportation and Public Facilities  
Division of Program Management and Administration  
Attention: Joel Balzer  
Invitation to Bid (ITB) Number: **2525C071**  
ITB Title: **Refuse Collection Service - TSAIA**  
2200 E 42 Ave, Room 110  
Anchorage, AK 99508

If submitting your bid via email, the entire bid may be emailed to [dotcrprocurement@alaska.gov](mailto:dotcrprocurement@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 **10mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 10 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) 269-0811** to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

### **SEC. 1.08 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. 1.09 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. 1.10 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. 1.11 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		4/18/2025
Pre-Bid Walk-Through	10:30 AM	4/29/2025
Deadline for Receipt of Bids / Bid Due Date	<b>2:00 PM</b>	<b>5/13/2025</b>
Bid Evaluations Complete		5/14/2025
Notice of Intent to Award		5/14/2025
Contract Issued		5/28/2025

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'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. 1.12 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. 1.13 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. 1.14 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 successful contractor shall provide refuse collection services at the Ted Stevens Anchorage International Airport, Anchorage, Alaska. The contractor shall provide all labor, materials, tools, expendable equipment, all transportation services, and landfill space required to perform and complete the collection and disposal of refuse and recyclables.

The Contractor will remove refuse at TSAIA from various sized containers, which include both rental and State-owned units. Collection of refuse shall be conducted on a scheduled and additional call-in basis.

The Contractor shall conduct operations in such a manner as to avoid damage to State property or to adjacent property. If any such property is damaged by reason of the Contractor's operations, it shall be replaced or restored at the Contractor's expense and to the satisfaction of the property owner.

The Contractor will have available for rent to the Department of Transportation and Public Facilities one or more 2.6, 3.0, 4.0, cubic yard Dumpsters and 30.0 cubic yard roll-off container. Some dumpsters require wildlife resistant lids (bear lids). A listing of the size, quantity, lids, and location of the required rental Dumpsters can be found on the Bid Schedule.

Where the State refers to a one-month service cycle, it is assumed that one month is 4.33 weeks since there are 52 weeks in a year. **Bidders must submit their monthly rates based upon a 4.33 month.**

For the purpose of this contract the following two paragraphs describe the terms “*refuse*” and “*recyclables*”.

**Refuse:** Refuse shall mean all discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including but not limited to, food, food residues, and materials necessarily used for packing, storing, preparing, and consuming same, usually defined as “garbage,” and all compostable and non-compostable waste materials resulting from the usual routing of domestic housekeeping, including but not limited to, aluminum and steel cans, glass containers, plastic containers, crockery and other containers; metal, paper of all types, including newspapers, books, magazines and catalogs; boxes and cartons; cold ashes; furniture, furnishings and fixtures, household appliances of all kinds; tires, textiles and leather, toys and recreational equipment, and similar items. For the purpose of this contract, the terms garbage, refuse, rubbish, and waste shall be synonymous unless otherwise more specifically defined.

**Recyclables** or Recyclable Materials: Recyclables or recyclable materials shall mean at a minimum: brown paper bags, corrugated boxes, frozen food packages, magazines and catalogs, mixed paper, newspaper, paperboard, telephone books, wet strength carrier stock, aerosol cans, aluminum cans, aluminum foil, aseptic packaging and gable top containers, formed steel containers, glass bottles and jars, plastic containers, bottles, jars and jugs #1 through #7, plastic six and twelve pack rings, polystyrene (#6), steel cans, steel paint cans and lids, and household batteries.

**All refuse and waste collection shall be removed from the TSAIA as soon as it has been collected; but in any event, not later than noon of the date following collection, and it shall not be disposed of in violation of any local, state, or federal laws or regulations.**

NOTE: Refer to the Bid Schedule for exact location of receptacles. Beside each container is indicated its classification as to whether the container is owned or rented.

**SPECIAL CONTRACT (3 AAC 48.390):** The state will accept special contracts, and the rules and regulations governing special contracts shall be applied notwithstanding any apparent conflict between those rules and/or regulations and the terms and conditions of this ITB in order to harmonize competitive bid requirements with the requirements applicable to regulated utilities. In the event the state enters a special contract, and the RCA revises the contract in any way, the contractor shall immediately inform the state in writing of the revision and include with the written notification correspondence from the RCA confirming the revision. The state reserves the right to review any contract revision mandated by the RCA and, in its sole discretion, to cancel the contract based on such revisions. Bidders are solely responsible for obtaining regulatory approval for special contract, and for complying with the terms and conditions of special contracts and related requirements.

**REGULATORY COMMISSION OF ALASKA (RCA) REQUIREMENTS:** In the event that a successful bidder proposes a special contract, the successful bidder is required to file an amended special contract that states all parties to the contract understand that the contract does not take effect without the prior approval of the RCA and is, at all times, subject to revisions by the RCA, in accordance with 3 AAC 48.390(a).

**TARIFF RATES:** The state understands that tariff rates are in effect for each vendor. The state shall not apply fees that are above the tariff rates for regulated items. The successful contractor shall submit to the State of Alaska all notification documents of tariff and surcharge increase or decreases as they occur. **The tariff certificate number must be identified on the bid schedule.** A bidder's failure to identify the tariff certificate number may cause the state to find the bid nonresponsive and reject the bid.

**SURCHARGES:** The state understands that Regulatory Cost Charge and Fuel surcharges are in effect for each vendor. The state shall not pay fees and surcharges above the rates set by the RCA. The successful contractor shall submit to the State all notification documents of surcharge increase or decreases as they occur.

**REFUSE CONTAINERS:** All rental dumpsters shall be in good condition.

**REFUSE CONTAINER MAINTENANCE:** All containers that are rented from the contractor shall be repaired and maintained by the contractor at no charge to the state. If a state-owned container requires repair or maintenance, the contractor shall contact the agency and submit maintenance costs to be approved by the state. Upon approval from the state, the contractor shall perform the required repair or maintenance to the state-owned container. If a state-owned refuse container is damaged by the hauling or tipping contractor, the contractor will repair or replace the container at no additional charge to the state.

**CONTAINER LOCATION:** All containers shall be located in a mutually agreeable location that permits the contractor to access the dumpster with minimal inconvenience. The containers shall not require movement by vendor personnel prior to pick up. The vendor shall assume all responsibility for the cleaning up of all spillages, litter, and the general cleanliness of the area immediately surrounding the refuse containers to the extent that the condition is caused by the vendor.

**PENALTIES:** Any penalties or fines assessed against Ted Stevens Anchorage International Airport as a result of any action or omission of the Contractor or any of its employees, as a result of the Contractor's failure to fully perform under this contract, will be passed on to, and must be paid by, the Contractor. By signature of this ITB, the offeror agrees to pay any applicable penalty.

**USAGE REPORT:** Each year, the contractor must furnish the department a usage report. The usage report must follow the format of the Bid Schedule and must accurately state the actual use of all items on the bid Schedule. A contractor's failure to provide this information in a timely manner may cause the State to cancel the contract.

**DELIVERY:** Indicate, in the space provided under "Bid Schedule", the time required to make delivery of containers after the receipt of order. Failure to make an entry in the space provided will be construed as an offer to deliver within 48 hours. Bids that specify deliveries outside of 48 hours will be considered non-responsive and the bids

will be rejected.

**PICK UP TIMES:** Pickup time of refuse shall occur on a regular schedule. Pick up times at all locations, including those listed in the bid schedules and all locations and containers (that may be added to this contract) shall have a mutually agreeable pick-up time.

**FREQUENCY:** The bid schedule lists the current container pickup schedule; however, the state reserves the right to alter pickup frequency as needed.

**ADDITIONAL PICK UPS, SPECIAL PICK UPS & CONTAINER OVERFILL:** Anchorage International Airport personnel will notify the contractor directly when receptacles require disposal on an as-needed basis and in excess of the regularly scheduled pickups.

**ADDITIONAL SERVICES AND LOCATIONS:** The state reserves the right to add or delete locations and containers. If additions are made, the contractor will offer a price that is equal to the discount off the tariff rate provided by the contract in place as a result of this ITB. If the rate offered for the additional locations is acceptable to the state, and the RCA approves the addition to the Special Contract, the Contract Administrator will issue a written amendment to include the service in the contract. If Ted Stevens Anchorage International Airport chooses to delete an existing location, the location and containers will be deleted from the contract.

**INVOICES:** The contractor(s) must submit a monthly itemized invoice directly to the address below:

Emailed invoices preferred. [kerry.willis@alaska.gov](mailto:kerry.willis@alaska.gov)

OR

Ted Stevens Anchorage International Airport  
Attn: Kerry Willis  
PO Box 196960  
Anchorage, AK 99519-6960

**SERVICE CHARGES:** Regardless of whether the contractor repairs equipment on-site or off-site, the state will not be liable for any charges associated with the repair of broken equipment, including, but not limited to, unhooking, disassembly, packaging, crating, repair, transportation, replacement, reassembly, or rewiring.

**SERVICE CONTRACT DEFICIENCIES:** The contractor's failure to provide a service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the state, in writing, of the corrective action being taken.

If a deficiency is not corrected within 3 working days from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-day period, it will be grounds for the state to declare the contractor in default.

**BADGING REQUIREMENTS:** Drivers must pass a fingerprint based criminal history records check performed by the Anchorage International Ted Stevens Airport. All expenses incurred by this testing will be the responsibility of the Contractor. ***Approximate cost to contractor is \$100 per employee.***

**SEC. 2.02 CONTRACT TERM**

The length of the contract will be from the date of award, approximately **6/1/2025**, through **5/31/2026**, with the option to renew for **FOUR** additional **ONE-YEAR** terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

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

**SEC. 2.03 CONTRACT TYPE**

This contract is a **FIRM FIXED PRICE** 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 and Public Facilities or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

**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 project manager Kerry Willis.

**SEC. 2.08 CONTRACT PRICE ADJUSTMENTS**

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

All price adjustments will be based on RCA approved tariff rates. If the RCA approves a tariff rate adjustment (either an increase or decrease) the difference of the tariff rate offered with the bid shall be applied to the RCA approved tariff rate adjustment. If the contractor requests a tariff rate adjustment the State must be notified in writing of the request for adjustment. If the tariff rate adjustment is approved by the RCA, written notification must be provided to the State within 15 days of RCA approval.

Price decreases will be handled in the same manner as price increase adjustments

All price adjustments must be approved by both the contractor and 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.

## **SEC. 2.09 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. 2.10 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 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 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. 2.17 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. 2.18 BILLING INSTRUCTIONS**

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

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

The estimated annual use quantities referenced in this ITB are only estimates and may vary more or less from the quantities actually purchased. The state will use the estimated annual use numbers for the evaluation and award of the ITB, but the state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

### **SEC. 2.20 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. 2.21 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 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 in the bid schedule.

**SEC. 4.11 NOTICE OF INTENT TO AWARD**

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

## SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 5.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

### SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license,
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid,
- a canceled check for the Alaska business license fee,
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office, or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

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

### SEC. 5.03 AUTHORITY

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

### SEC. 5.04 COMPLIANCE

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

**SEC. 5.05 SUITABLE MATERIALS, ETC.**

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

**SEC. 5.06 SPECIFICATIONS**

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

**SEC. 5.07 WORKMANSHIP AND MATERIALS**

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

**SEC. 5.08 CONTRACTOR SITE INSPECTION**

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

**SEC. 5.09 ORDER DOCUMENTS**

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

**SEC. 5.10 HUMAN TRAFFICKING**

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

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

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

**SEC. 5.11 RIGHT OF REJECTION**

Bidders must comply with all the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counteroffer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other bidders,
- do not change the meaning or scope of the ITB,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or
- do not constitute a substantial reservation against a requirement or provision,

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it is determined to be in the state's best interest.

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

## **SEC. 5.12 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **SEC. 5.13 DISCLOSURE OF BID CONTENTS**

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information a bidder submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information a bidder submits with its bid as CBI, the bidder must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the bidder asserts make the information CBI. If the bidder does not do these things, the information will become public after the Notice of Intent to Award is issued. If the bidder does these things, OPPM or their designee will evaluate the bidder's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the bidder an opportunity to object to the disclosure of the information.

## **SEC. 5.14 ASSIGNMENTS**

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

**SEC. 5.15 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

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

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

**SEC. 5.16 DEFAULT**

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

**SEC. 5.17 DISPUTES**

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

**SEC. 5.18 SEVERABILITY**

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

**SEC. 5.19 CONTRACT CANCELLATION**

- 1) The state reserves the right to cancel the contract at its convenience upon **30** calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

**SEC. 5.20 GOVERNING LAW; FORUM SELECTION**

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

**SEC. 5.21 QUALIFIED BIDDERS**

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

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or

- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

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

## SEC. 5.22 FEDERALLY IMPOSED TARIFFS

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

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

## SEC. 5.23 PROTEST

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

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or bidder whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

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

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

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

A protester must have submitted a bid to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester,
- 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 Bid Submission Cover Sheet and AK bidder form

**BID SCHEDULE**

**“No Rental”** designates State owned refuse containers.

**“Container size”** size of the container required or state approved equivalent.

Prices submitted on the Bid Schedule must include all applicable charges: rental, trash pick-up, clean-up of the area, trash disposal, permits, licenses, etc.

Successful bidder shall submit to the State of Alaska all notification documents of RCA Surcharges, Fuel Surcharges and Tipping Charges as they occur.

Please circle Yes or No

Does your bid constitute a "Special Contract" as defined in 3AAC 48.390 **YES NO**

If your contract is a "Special Contract", and your bid is the lowest responsive, responsible bid, then by signature on this bid you are agreeing to pursue and attain RCA approval within a reasonable time, but not to exceed 50 calendar days after Notice of Intent to Award a contract. If for any reason you fail to attain the required RCA approval within the required time, the State may, in its discretion, reject, your offer and award to the next lowest bidder. However, if sole primary basis for missing the deadline to receive RCA approval is because of challenges made by other bidders or third parties before the RCA or in court, DOT&PF reserves the right to cancel this solicitation and re-solicit for refuse collection services at a later time, to wait for an RCA ruling or court ruling before making an award, to award to the apparent low bidder, to award to the next lowest bidder, or to award to the next lowest bidder who is not actively litigating either before the RCA or in court, or to take such other action as may be appropriate under the facts and circumstances of the case. The purpose of the rights reserved to the State in this paragraph is to allow DOT&PF and TSAIA to obtain needed refuse collection services at competitive rates within a reasonable time.

**GUARANTEED DELIVERY: \_\_\_\_\_/48HRS After Receipt of Order (ARO)**

Failure to make an entry in the space provided will be construed as an offer to have delivered within 48 hours ARO. Bids that specify delivery in excess of 48 hours ARO will be considered non-responsive, and the bid may be rejected.

**BIDDER’S INFORMATION:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City, State, Zip







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

- Completed Page 1 of the ITB
- Completed Bid Schedule
- Completed Bid Submission Cover Sheet and AK bidder form
- Tariff certificate number (see ITB page 6)

**DOCUMENTS REQUIRED UPON CONTRACT AWARD:**


- Alaska Business License
- Proof Of Insurance

**BID SCHEDULE**

Item	Address	Container Location	Material	Container Size & Lid	Monthly Rental Charge	Pickup Schedule	Monthly charge	Service	Comments	
1	3950 Aircraft Drive	PPO Warehouse	trash	4cy rental *WR-lid	\$	2x wk - M, Th	\$		Dumpster	
2	4100 Aircraft Drive	Old Field Maintenance	trash	4cy rental *WR-lid	\$	3x wk - M,W,F	\$		Dumpster	
3	4100 Aircraft Drive	Old Field Maintenance	trash	2.6/3cy rental *WR-lid	\$	3x wk - M,W,F	\$		Dumpster	
4	4100 Aircraft Drive	Old Field Maintenance	trash	2.6/3cy rental *WR-lid	\$	3x wk - M,W,F	\$		Dumpster	
5	4100 Aircraft Drive	Old Field Maintenance	trash	2.6/3cy rental *WR-lid	\$	3x wk - M,W,F	\$		Dumpster	
6	4100 Aircraft Drive	Old Field Maintenance	trash	2.6/3cy rental *WR-lid	\$	2x wk - M, Th	\$		Dumpster	
7	4600 Postmark Drive	North Terminal	 cardboard	4cy rental	\$	1x wk - M	\$		Dumpster	
8	4600 Postmark Drive	North Terminal	trash	30cy owned	N/A	Call In	\$		Roll off Marathon compactor	
9	5000 West Int'l Airport Rd.	South Terminal	trash	30cy owned	N/A	3x wk - M,W,F	\$		Roll off Marathon compactor -winter schedule October - May	
10	5000 West Int'l Airport Rd.	South Terminal	trash	30cy owned	N/A	4x wk - M,W,F, Sat.	\$		Roll off Marathon compactor -summer schedule June - September	
11	5740 DeHavilland Drive	New Field Maintenance	trash	4cy rental *WR-lid	\$	3x wk - M,W,F	\$		Dumpster	
<b>*12</b>	<b>5740 DeHavilland Drive</b>	<b>New Field Maintenance</b>	<b>trash</b>	<b>4cy owned *WR-lid only</b>	\$	3x wk - M,W,F	\$		Dumpster	
13	6040 DeHavilland Drive	Airport Police and Fire	trash	4cy rental *WR-lid	\$	2x wk - M, Th	\$		Dumpster	
14	4100 Aircraft Drive	DOT Warehouse	 cardboard	4cy rental	\$	Call In	\$		Estimated 14 pick-ups per year	
15	4000 Aircraft Drive	DOT Warehouse	trash	40cy owned	N/A	Call In	\$		Roll off Marathon compactor,. Estimated 14 pick-ups per year	
16	4600 Postmark Drive	North Terminal	 cardboard	4cy rental	\$	Call In	\$		Estimated 14 pick-ups per year	
17	4600 Postmark Drive	North Terminal	 paper	4cy rental	\$	Call In	\$		Dumpster	
18	5000 West Int'l Airport Rd.	South Terminal	 newspaper	4cy owned	N/A	Call In	\$		Dumpster	
19	5000 West Int'l Airport Rd.	South Terminal	 paper	4cy owned	N/A	Call In	\$		Dumpster	
20	5740 DeHavilland Drive	New Field Maintenance	trash	12cy rental *WR-lid	\$	Call In	\$		Roll Off Dumpster	
21	6101 Malone	Kulis Fire Station	trash	2.6/3cy rental *WR-lid	\$	Call In	\$		Dumpster	
22	Option to add container to location			30cy	\$	As needed	\$		Roll off marathon compactor	
23	Option to add container to location			2.6/3cy	\$	As needed	\$		Dumpster	
24	Option to add container to location			4cy	\$	As needed	\$		Dumpster	
25	Monthly Disposal Surcharge							\$		Surcharge

Total Rental 1-24 \$ \_\_\_\_\_

Total Service 1-25 \$ \_\_\_\_\_

 Designated recycle dumpster

\*WR-lid incates "needs a wildlife resistant lid installed"

\*Note: Item 12 is for the rental of the WR-lid only

**Grand Total Rental + Service \$ \_\_\_\_\_**

### Bid Submission Cover Sheet

#### PROJECT INFORMATION

ITB NUMBER: 2525C071

PROJECT NAME: Refuse Collection Service – TSAIA - Version Two

#### 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

## ATTACHMENT B

**CERTIFICATIONS**

No	Criteria	Response*
1	The bidder is presently engaged in the 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 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.	<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 has 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 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 does 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 is not (now or in the past) 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?

YES  NO

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

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

[Empty text box for providing additional information regarding the nature of the conflict.]

**FEDERAL REQUIREMENTS**

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

[Empty text box for listing federal requirements.]

**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 \_\_\_\_\_

## ATTACHMENT B

## ALASKA BIDDER PREFERENCE CERTIFICATION FORM

### AS 36.30.321 (A) / AS 36.30.990 (2)

<b>Solicitation Number</b>	2525C071
<b>Project Description</b>	Refuse Collection Service - TSAIA - Version Two
<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

## ATTACHMENT B

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:

<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
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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:

## ATTACHMENT 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:
- Armed forces of the United States, including a reserve unit of the United States armed forces ; or
  - Alaska Territorial Guard, The Alaska Army National Guard, the Alaska Air National 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