

STATE OF ALASKA INVITATION TO BID (ITB)

AS NEEDED RIGHT OF WAY CAMP ABATEMENT AND CLEANUP



ITB 2526H025

ISSUED OCTOBER 8, 2025

The Department of Transportation & Public Facilities (DOT&PF) is soliciting bids to result in a single contract award for the as needed removal of unauthorized encampments located within transportation infrastructure at various locations within the State, managed by the Alaska Department of Transportation and Public Facilities (DOT&PF).

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 | |
| DIVISION OF PROGRAM MANAGEMENT AND ADMINISTRATION | COMPANY SUBMITTING BID |
| | AUTHORIZED SIGNATURE |
| | PRINTED NAME |
| | DATE |
| PROCUREMENT OFFICER: | |
| Stacy T. Griffith | |
| PHONE: (907) 269-0658 | |
| EMAIL: STACY.GRIFFITH@ALASKA.GOV | |

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation & Public Facilities (DOT&PF) is soliciting bids to result in a single contract award for the as needed removal of unauthorized encampments located within transportation infrastructure at various locations within the state, managed by the Alaska Department of Transportation and Public Facilities (DOT&PF). Encampments in these areas create conditions that pose a significant risk to human life, damage critical infrastructure, interfere with the traveling public, and violate state and federal requirements for the protection and use of transportation infrastructure.

SEC. 1.02 BUDGET

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

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00pm Alaska Time on Oct 30, 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

No specific minimums have been set for this ITB.

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.07 RETURN INSTRUCTIONS

If submitting a hard copy, 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 & Public Facilities
Division of Program Management and Administration
Attention: Stacy Griffith
Invitation to Bid (ITB) Number: 2526H025

ITB Title: As Needed Right-of-Way Camp Abatement and Cleanup
2200 E 42nd St. Room 110
Anchorage, Alaska 99508

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

Department of Transportation & Public
Facilities Attention: Stacy Griffith
2200 E 42nd St. Room 110
Anchorage, Alaska 99508

Faxed or oral proposals will not be accepted, however electronic email submissions are acceptable. If submitting your bid via email, the entire bid may be emailed to **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 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) 269-0796 or (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).

| ACTIVITY | TIME | DATE |
|---|--------|--------------|
| Issue Date / ITB Released | | Oct 8, 2025 |
| Deadline for Receipt of Bids / Bid Due Date | 2:00pm | Oct 30, 2025 |
| Bid Evaluations Complete | | Oct 31, 2025 |
| Notice of Intent to Award | | Oct 31, 2025 |
| Contract Issued | | Nov 11, 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

1. The purpose of this contract is to set forth the terms and conditions under which the Contractor agrees to provide as needed Encampment (site) Waste Removal and Cleanup Services to the Alaska Department of Transportation & Public Facilities (DOT&PF) on an on-call, as-needed, and/or urgent basis. AS 19.25.240 authorizes the department to remove unauthorized encroachments and obstructions from state highway rights-of-way. This includes unauthorized uses that compromise the safety of the traveling public or impede use of the highway or road by the public. DOT&PF may coordinate with law enforcement partners to enforce criminal trespass or obstruction laws, including AS 11.46.320–330, as appropriate.

23 CFR 710.403 and 710.405 mandate that rights-of-way acquired for highway purposes must be preserved exclusively for transportation and related public uses and must not be compromised by unauthorized or hazardous encroachments. These federal rules expressly prohibit any use of the right-of-way that conflicts with its transportation function or creates a safety risk to the traveling public.

2. As used in this Scope of Work, the terms identified below have the following meaning:

- A. *Biohazardous Waste* is any item that contains or is reasonably suspected to contain pathogens or biologically contaminated substances that can cause disease in humans. Examples of Biohazardous Waste include:

- Human bodily fluids (blood, urine, feces, vomit).
- Used hypodermic needles, syringes, or other sharps.
- Materials contaminated with human waste, used personal hygiene items, or animal waste.
- Medical waste or other items contaminated with infectious agents.

- B. *Hazardous Waste* is any item that, because of its quantity, concentration, physical, chemical, or infectious characteristics, may pose a significant present or potential hazard to human health, safety, or the environment when improperly handled, stored, transported, or disposed. Examples of Hazardous Waste include:

- Chemicals such as solvents, paints, fuels, pesticides, cleaning agents, and compressed gases.
- Batteries, aerosol cans, propane tanks, or other pressurized containers.
- Sharp objects or debris contaminated with chemical residues or unknown substances.
- Materials regulated under federal or state hazardous waste laws.

“Includes” or “including” shall be construed as though followed by the phrase “but not limited to.”

3. *Project manager* is the DOT&PF representative responsible for overseeing implementation and administration of the contract awarded to the Contractor as a result of this solicitation.

4. *Site* is an encampment within the right-of-way that is an unauthorized encroachment
5. *Solid Waste* is any discarded material—whether solid, liquid, semi-solid, or contained gas—that is no longer in use and is intended to be disposed of, recycled, or otherwise managed. It includes materials generated through human activity or natural accumulation at an encampment that require removal to protect public health, safety, or the environment. Examples of Solid Waste include:
 - Household-type refuse such as food waste, paper, cardboard, plastics, glass, and packaging.
 - Abandoned personal property or debris such as clothing, tents, bedding, furniture, tires, or other items that are damaged, soiled, or unclaimed.
 - Construction or demolition debris, scrap metal, and wood.
 - Plant waste, vegetation, brush, and trees.
 - Nonhazardous discarded materials mixed with or adjacent to Biohazardous or Hazardous Waste.
6. *Waste Materials* is a term adopted in this document to collectively refer to Biohazardous Waste, Hazardous Waste, and Solid Waste.
7. Site Assessment and Risk Evaluation is a collaborative effort. However, Contractor's trained personnel are principally responsible for any planning required for the proper handling, removal, transportation and disposal of Waste Materials. DOT&PF will coordinate for a Site Assessment Team, comprising Maintenance & Operations (M&O) personnel, a DOT&PF safety officer, the Contractor (through a Service Request provided by the Project Manager or their designees, and law enforcement representatives, will inspect the DOT&PF's selected site within 72 hours of reporting to evaluate the following:
 - Safety risks, include but are not limited to proximity to high-speed traffic, fire hazards, and structural instability, and other identified risks;
 - Encroachment impacts, such as obstruction of roadways or access points, and potential damage to transportation infrastructure; and
 - Other conditions present such as criminal activity, public health concerns, including the presence of Biohazardous Waste, Hazardous Waste, and Solid Waste - collectively, waste materials, and human needs, including vulnerable populations such as children, elderly, or individuals with disabilities.
8. Encampment Clearing and Waste Removal
On the scheduled removal date, the encampment clearing operation will be conducted by the Contractor. Prior to initiating the physical clearance, a coordinated on-site briefing will be conducted by the Project Manager to ensure all participating personnel understand their roles, safety protocols, and escalation procedures.
9. Work under this Contract will be performed in two service categories based on size and complexity of cleanup sites:
 - A. Category 1: High- and medium-high-complexity cleanups

This category is for large sites (1 acres or larger) for which cleanup might require heavy equipment and experience in navigating steep slopes, safely removing large amounts of waste material, and addressing the potential for bloodborne pathogens onsite. The Category 1 Contractor is responsible to ensure all certifications in hazardous waste handling/disposal and bloodborne pathogens meet Federal and State requirements.

NOTE: Sites smaller than 1 acre may be designated as Category 1 if the cleanup requires navigation of steep slopes (grades of 30 percent [16.7 degrees] or greater) and/or requires the use of heavy equipment.

B. Category 2: Moderate- and low-complexity cleanups

This category is for smaller sites (less than 1 acres) for which cleanup will not require heavy equipment, and the site topography is flat or moderately flat. The Category 2 Contractor is responsible to ensure all certifications in hazardous waste handling/disposal and bloodborne pathogens meet Federal and State requirements.

NOTE: Sites larger than 1 acre may be designated as Category 2 if the cleanup does not require navigation of steep slopes (grades of 30 percent [16.7 degrees] or greater) or the use of heavy equipment.

10. Clearing and Field Responsibilities:

- A. The site will be identified by the Project Manager prior to the start of any cleanup.
- B. If occupants are on site or return to the site at the start, or during clean up, the Contractor will ask them to leave. If occupants refuse, the Contractor will exit the site and contact Law Enforcement to secure the site, maintain order, and enforce trespass or obstruction laws as needed.
- C. The Contractor will conduct systematic removal of waste materials, document secure remaining personal property (attachment #4), and ensure proper handling of waste. Personal property left behind will be collected and stored for a period of 30 days at a designated DOT&PF facility. Amounts of waste materials removed will be documented per the bid Schedule Attachment 1.
- D. The Contractor shall collect, remove, transport, and legally dispose of waste materials present at the site. The Contractor shall also clean the site so that no waste materials remain. All services will include the collection of Personal Property as stated in Item 2, below.
 - 1) Waste Materials – The Contractor shall collect, remove, transport, and legally dispose of all waste materials at the site and also clean the sites so that no waste materials remains on the site. The site includes, but it is not limited to, the landscaped areas of the State highways, structures, bridges, and the confined spaces within the structures and bridges, and right-of way.

- 2) The Contractor shall log (attachment #4), collect, bag, and label all personal property and other materials that have apparent value that are not waste materials.
 - 3) Disposal of waste shall include all costs related to the collection, removal, disposal costs, and transportation of waste materials collected to the appropriate disposal facility.
 - 4) An urgent Service Request will be verbally initiated via phone call and will be followed up with the written Service Request, provided by the Project Manager, as soon as possible and as conditions permit. Once verbally contacted for urgent services, Contractor shall have five (5) hours to report to the encampment site.
 - 5) Urgent Services are services that are determined necessary by the DOT&PF Project Manager and shall include encampments or the remainder of, which needs immediate response due to circumstances that exist when an encampment poses an imminent threat to life, health, safety or infrastructure, impacts the operation and/or maintenance of the highway and/or facilities, where encampments pose unsafe conditions for the persons experiencing homelessness, the traveling public, adjacent neighborhoods.
- E. Notwithstanding the terms of this contract, subcontracting is permitted. All labor shall be performed by the employees of the prime Contractor and/or subcontractor performing any element of work as described in this Scope of Work.
- F. The services shall be performed along various State Routes throughout the State of Alaska as designated by the Project Manager.
- G. The Contractor shall not receive payment for work performed prior to approval of the contract and before receipt of Service Request by the Project Manager. The Contractor may be required to provide services outside of normal business hours, including weekends and holidays, to complete urgent services, as determined by and left to the sole discretion of the Project Manager.
- H. All inquiries during the term of this contract will be directed to the DOT&PF Project Manager. The Contractor shall provide advance written notice and receive advance written approval by the Project Manager.

11. Assignment of Work

- A. The DOT&PF Project manager will provide the Contractor a Service Request.
- B. Urgent Service Requests, as provided by the Project Manager, will have a higher priority than routine Service Requests. The Project Manager will identify the work priorities.
- C. Any Contractor, who is determined by the Project Manager to be consistently behind schedule (not starting or finishing within the agreed upon time) is subject to having their contract terminated.

12. Contracting Work Through Service Request

- A. Specific work, equipment and personnel requirements will be assigned by the Project Manager through the issuance of Service Requests, describing in detail the services to be performed. The Project Manager has the sole authority and responsibility to manage, track and approve the schedule, cost and/or deliverables in a Service Request.
- B. The Contractor shall review, sign and return a routine Service Requests within 24 hours of issuance.
- C. An urgent Service Request will be verbally initiated via phone call and will be followed up with the written Service Request as soon as possible and as conditions permit. Once verbally contacted for urgent services, the Contractor shall have eight (8) hours to report to the encampment site.
- D. The Contractor shall provide a phone number that will be answered 24-hours a day, seven (7) days a week. If a message is left at the phone number given by the Contractor. The Contractor must return the call within two (2) hours.
- E. All costs related to the urgent cleanup shall be at the rates included on the Bid Schedule Attachment #1.
- F. Service Requests may not be used to amend the contract to extend beyond the termination date of this contract, or to exceed the scope of work under this contract.
- G. Prior to commencing any item of work, a written Service Request shall be prepared for the specific work to be accomplished. Each Service Request shall be agreed to, and signed first by, the Contractor and then by the DOT&PF Project Manager prior to commencing any item of work other than the initial walkthrough.
- H. The Project Manager will identify all work to be performed under this contract through the preparation of a Service Request. The Service Request will specifically identify:
 - 1) Date of request
 - 2) Contractor and Project Manager names
 - 3) Requester's name
 - 4) Performance period, to include start day(s) and time(s)
 - 5) Date of initial walk through
- I. The Project Manager will issue a Service Request that will identify, along with the above items, the specific location(s) of each encampment site. Requests may include multiple job sites and will include services and may require multiple days and/or sites. When more than one (1) crew is used, a separate Service Request will be issued.

- J. The Contractor shall promptly acknowledge receipt of the Service Request requiring services. The Contractor shall review, sign and return the Service Request, within 24 hours after receipt. Upon the return of Contractor's signed Service Request, the Project Manager will sign the Service Request.
- K. The Contractor shall promptly schedule and complete services under this contract in accordance with the written instructions in the Service Request(s), including begin work on date(s) posted on permanent signs and/or paper notices at the sites(s) designated on each executed Service Request. Understanding the Contractor's desire to maintain flexibility in scheduling work, however, the Contractor's undue delay in completing Service Requests alone shall be cause for termination of this Contract.
- L. Service Requests are not valid until approved by the Project Manager and subsequently signed by both parties. No payment will be due or made for any work performed on an unsigned Service Request.
- M. The Contractor shall not commence performance of work or services on a Service Request until it has been approved by the Project Manager. Once the Project Manager issues the Service Request (begin work), changes in size or category must be approved by the Project Manager. Unapproved changes made by the Contractor will not be compensable. No payment will be due or made for any work performed prior to approval or after the period of performance of the Service Request.
- N. If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Service Request, no payment will be made on that deliverable until it has been satisfactorily completed.
- O. Unless directed otherwise, in writing by the Project Manager on an executed Routine Service Request, the Contractor shall begin cleanup and removal of each site identified in the Service Request within four (4) hours following the date and time stated on the notification sign(s) at the site. If paper notices are utilized, removal work shall begin on the date written on the Notice to Vacate and shall begin no earlier than the time written on the Notice to Vacate. If the Contractor is prevented from commencing its services under this Agreement at a site(s) designated on the Service Request because of protests, hostility, refusal to vacate or remove possessions, or any other actions of persons at the site, the Contractor shall immediately notify the Project Manager and unless otherwise directed, shall vacate the area, and return once Law Enforcement resolves the situation and restores access.

13. Compensation Provisions

- A. The Contractor shall report to the meeting location on the day listed in the Service Request. The meeting location listed on the Service Request may not be the encampment site where cleanup work is to begin that day. Instead, it may be a rendezvous point for all stakeholders or a location to conduct a safety meeting with stakeholders prior to heading to the first encampment site for the day.

- B. All personnel, equipment, materials and bins are to be provided by the Contractor and be available on the dates and times listed on Service Request(s). The Bid Schedule, Attachment 1, shall include compensation for personnel, equipment, removal, and disposal.
- C. If updates are needed to an approved Service Request, the Contractor shall submit a written request to the Project Manager for proposed updates with sufficient substantiation. If approved, the Service Request shall be updated accordingly, signed by both parties, and replace the previous corresponding Service Request. If not approved by the Project Manager, the Contractor shall perform the work as specified in the original Service Request.
- D. Separate invoices shall be submitted for each approved and completed Service Request during a billing period. Invoices shall be due no later than 30 days after completion of each Service Request. Each invoice shall include all required information and supporting documentation. The Service Request in progress shall not be invoiced until all work specified in the Service Request has been completed and accepted by the Project Manager. Multiple Service Requests shall not be combined into a single invoice. Work or services performed under each individual Service Request shall be submitted as a separate invoice.

14. Contractor Responsibilities

- A. During encampment clearing operations, the Contractor must differentiate between personal property of value and waste material. Items such as identification, prescriptions, tools, clothing, electronics, or anything that may be claimed by an individual must be tagged, photographed, logged, and stored at a secure DOT&PF facility for a minimum of 30 days. Items clearly abandoned, soiled, broken, hazardous, or perishable may be discarded in accordance with Alaska Department of Environmental Conservation (DEC) regulations. Items of questionable status should be treated as personal property unless they present a health hazard or are clearly abandoned or destroyed. The Project Manager will provide the storage address at the beginning of the site cleanup process.
- B. The Contractor is responsible for examining, opening, collecting or disposing of all backpacks and closed containers encountered. The Contractor shall determine whether each backpack and closed container found in performance of their services is safe to collect and store. If the Contractor determines that a particular backpack or closed container is safe to collect and store, the Contractor shall collect, bag, photograph, label with tags and transport each backpack or closed container to a storage location provided by DOT&PF. All costs associated with any collecting, bagging, labeling, transporting, and any other associated activities by the Contractor shall be deemed included in the rates set forth in Bid Schedule, Attachment 1.
- C. The Contractor shall prepare a completed log on the form template(s), see Sample Personal Items Log, Attachment #4, provided or approved by the Project Manager, documenting all personal property collected at each site, with item description(s), location, condition, and date of collection. The Contractor shall photograph each item collected. The Contractor shall provide an electronic copy of a completed log and photographs documenting items collected for each site to the Project Manager no later than five (5) days after the Contractor completes provision of

services on a Service Request. All costs associated with providing the same shall be deemed included in the rates set forth in Bid Schedule, Attachment 1.

- D. The Project Manager will provide tags to the Contractor to label and bag personal property found during the provision of the services under this Agreement, deemed not to be waste material for storage. The storage location shall be designated by the Project Manager. Tags shall include tag number, date bagged, logged by name, location, and list of items in bags.
- E. The Contractor shall be responsible for all costs associated with Personal Protective Equipment (PPE) for its employees and/or subcontractors, including, but not limited to hard hats, vests, gloves, respirators, dusk masks, coveralls/suits, and boots. All costs of PPE for Contractor's employees and/or subcontractors shall be deemed included in the rates set forth in Bid Proposal, Attachment 1.
- F. Immediately upon sighting, the Contractor shall report any discovered weapons or explosive devices to Law Enforcement and the Project Manager, including a brief description of any such weapon(s) or explosive device(s), the time and date any such weapon(s) or explosive device(s) were discovered, photograph of the weapon(s) or explosive device(s) as found, the full name of the person who discovered any such weapon(s) or explosive device(s), and a brief description of the location of any such weapon(s) or explosive device(s) when discovered. The Contractor shall not, under any circumstances, touch, disturb, or move any such weapon(s) or explosive device(s).
- G. The Contractor is responsible for all required training, licensing, certification, and permits required for this contract which it shall procure and maintain at its own expense.
- H. The Contractor shall conduct its operation in such a manner as to avoid injury or damage to the property or any adjacent property.
- I. The Contractor shall provide warning signs alerting to any dangerous conditions at Contractor's own expense.
- J. The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumen, calcium chloride and other harmful materials. The Contractor shall conduct and schedule all operations to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of the work.
- K. Personal vehicles of Contractor or its employees shall not be parked on the travel way or shoulders, including any areas closed to public traffic.
- L. Storage of the Contractor's equipment, vehicles (Contractor's or personal vehicles of staff), materials, bins, debris, all types of waste, including vehicles, equipment or staff belonging to Contractor's, subcontractor or staff is not allowed on State property and within the state right of way.

15. Contractors Responsibilities Regarding Waste Materials

- A. The Contractor shall identify, collect, remove, transport, and legally dispose of all waste materials from the sites set forth in the Service Request, and clean up and disinfect the sites as required in this contract and in accordance with all applicable Federal, State, and Local regulations and industry standards so that no waste materials remain on the site. The Contractor's responsibilities as outlined in this section not only include waste materials that are open and obvious, but also those that in confined spaces such as bridge cells, culverts, drainage boxes, etc.
- B. As a part of the services they perform, the Contractor shall furnish all labor (Hazardous Waste Operations and Emergency Response (HAZWOPER) trained employees), tools, materials, supplies, bags, equipment, incidentals, travel, PPE, and disposal services necessary for the cleanup and removal of all waste materials at the site. The site includes landscaped areas of the freeways, highways, structures, confined spaces, and rights-of ways.
- C. The Contractor shall make its own arrangements for the lawful disposal of materials and shall pay all costs involved. The Contractor will not be reimbursed for the cost of disposal of the waste materials
- D. The Contractor shall comply with all applicable State and Federal regulations for worker and public safety and will retain responsibility for compliance with guidelines and appropriate regulatory agencies.
- E. The Contractor shall be responsible for transporting and legally disposing of the waste Materials.
- F. The Contractor shall conform to all Federal, State and Local laws and regulations pertaining to lawful management and hauling of waste material to a disposal site.
- G. If bird or animal waste (including feces) is present, the Contractor shall remove the waste that is located in or among the structures, bridges, and confined spaces, and dispose of waste in the most economical method.
- H. The Contractor shall be required to collect and legally dispose of waste material, according to Federal, State laws, rules, and regulations. In addition, the Contractor shall have any current license and/or permits that are required for the handling, hauling and legal disposal of biological and hazardous waste.
- I. Personal property and other materials that are not waste material, and that have apparent value, will be collected, bagged, and labeled by Contractor as described in this contract.

16. Contractor's Licensing, Certification, and Permit Requirements

- A. Waste material will be removed and disposed of in accordance applicable federal and State regulations.

- B. All labor shall be performed by the employees of the prime Contractor and/or subcontractor performing any element of work as described in this Scope of Work.
- C. The Contractor shall ensure that only qualified and competent employee(s) are permitted on the job site and that the work shall be safely performed by the highest industry standards.

17. Contractor's Equipment

- A. The Contractor shall provide the necessary operated equipment to complete the work within the time stipulated in each Service Request for waste removal. All equipment shall be fully operational and maintained.
- B. The Contractors' equipment, bins, and materials shall not be delivered to the worksite prior to the start of the scheduled work shift and shall not remain at the worksite after the end of the work shift without written permission from the Project Manager.

18. Contractor's Materials

- A. The Contractor shall provide the necessary materials to complete the work within the time stipulated in each Service Request for cleanup and removal service. All materials include all costs associated with disposal or recycling, and transportation from the job site to the appropriate disposal or recycling facilities.

19. Lane Closure and Traffic Control

- A. The Contractor must provide all necessary traffic control. In advance of such effort, the Contractor will obtain any necessary permits or approvals from DOT&PF.
- B. Vehicles of Contractor or its employees shall not be parked on the travel way or shoulders, including any areas closed to public traffic.

20. In the event that any property is damaged as a result of the actions of Contractor, or its employees, Contractor shall repair, at its sole expense, the damage which has occurred as a direct result of Contractor, or its employees. Repair efforts shall be performed in a way that ensures all warranties are maintained for any products that are damaged. Repair efforts shall include the full costs for all required labor and materials. If the repair must be completed by an outside entity, DOT&PF shall approve of who shall be hired to complete the work.

21. Final Clean-Up

- A. The Contractor shall leave each site in a clean and neat condition acceptable to DOT&PF Project Manager. If a site is not left in a clean and neat condition, billing invoices will be disputed, and the Contractor shall be called back to correct the condition and shall receive no additional compensation for that call back. If Contractor fails to clean up the site after being called back, DOT&PF will cause the site to be satisfactorily cleaned up, and the full cost of the cleanup services will be deducted from any monies owed to the Contractor.
- B. The Contractor shall own and assume all responsibility for litter, waste, debris, and similar materials arising from or produced by the work performed under this contract. The Contractor

shall haul away and legally discard any materials or debris caused by its work actions from the job site.

- C. The Contractor's bid shall include the cost to dispose of the discarded materials or debris caused by its work actions from the jobsite, and the Contractor shall be responsible for paying such disposal costs. No additional compensation will be made for the disposal of discarded materials.

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately December 1, 2025 through November 30, 2026, with the option to renew for four (4) additional one-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

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

SEC. 2.03 CONTRACT TYPE

This contract is a firm fixed price contract, with adjustments

SEC. 2.04 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation & Public Facilities, or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

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 CONTRACT ADMINISTRATION

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

SEC. 2.07 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 November 30, 2026.

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 2025) and each HALF1 thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed, and managed are the contractor's place of business and within the DOT&PF Right of Ways at various locations throughout the State.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

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 work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive or cancel the contract.

SEC. 2.09 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SEC. 2.10 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall not be considered in determining whether the bidder meets the requirements set forth in SEC. 2.01 SCOPE OF WORK.

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

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

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

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

SEC. 2.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.12 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. 2.13 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. 2.14 BILLING INSTRUCTIONS

All invoices produced by the contractor must be emailed to the Project Manager - vernon.vreeland@alaska.gov

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

SEC. 2.15 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. 2.16 INSURANCE

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.

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.

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 limits of \$2,000,000 per occurrence and \$2,000,000 in the aggregate covering all business premises and operations, including Pollution Liability. The insurance must name the State of Alaska as an additional insured under the policy and waive subrogation rights against the State of Alaska.

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.

SECTION 3. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

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

BIDDER'S CERTIFICATION

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

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

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

CONFLICT OF INTEREST

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

SEC. 3.02 PRICES

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

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(I)
- 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 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 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 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: <https://2021-2025.state.gov/trafficking-in-persons-report/>

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

This section governs the ownership, return, and disclosure of any offer or other record a bidder submits in response to this invitation to bid. (Herein, any reference to "Record" includes all such records and the offer; any reference to "Law" includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If, and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the bidder undertook the following protective measures:

- a. marked information confidential;
 - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
 - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the bidder did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the bidder.
6. If the bidder undertook each protective measure, the State will withhold the information marked confidential to the following extent:
 - a. the State agrees that the Law protects the information; and
 - b. if the nondisclosure is challenged, the bidder fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify a bidder of a request for the Record and of a planned release if the bidder undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the bidder that it will disclose the information unless the bidder convinces the State not to or obtains an order prohibiting disclosure.

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 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. 5.19 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

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 contact price and shall take appropriate action as directed by the procurement officer.

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

SEC. 5.22 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) Bid Schedule
- 2) Bid Submission Cover Sheet
- 3) Sample Personal Property Log

| Attachment #1 - ITB 2526H025 - Bid Schedule | | | | |
|--|---------------|--------------------------------------|------------|--------------------|
| Bidder Name: | | | | |
| In order to be responsive, bidders must bid on all items on all lots. | | | | |
| Category 1: High and Medium High Complexity | | | | |
| Include all administrative, travel, tools, equipment and labor costs with your proposal. | | | | |
| Category 1 - Non-Emergency 1+Acre LOT 1A | | | | |
| EST Quantity | Unit | Description | Unit Price | Total (Qty x Unit) |
| 30 | Bag | Trash Removal and Disposal | | |
| 20 | Bag | Property Inventory/Bagging | | |
| 10 | Bag | HAZMAT Removal/Disposal | | |
| 5 | Bag | Biohazard Removal/Disposal | | |
| 2 | 14yd Dumpster | Oversized Trash Removal and Disposal | | |
| 5 | Tree | Tree Removal - 5 Trees per site | | |
| Total | | | | |
| Category 1 - Emergency 10pm - 1+Acre LOT 1B | | | | |
| EST Quantity | Unit | Description | Unit Price | Total (Qty x Unit) |
| 30 | Bag | Trash Removal and Disposal | | |
| 20 | Bag | Property Inventory/Bagging | | |
| 10 | Bag | HAZMAT Removal/Disposal | | |
| 5 | Bag | Biohazard Removal/Disposal | | |
| 2 | 14yd Dumpster | Oversized Trash Removal and Disposal | | |
| 5 | Tree | Tree Removal - 5 Trees per site | | |
| Total | | | | |
| Category 2: Moderate and Low Complexity | | | | |
| Include all administrative, travel, tools, equipment and labor costs with your proposal. | | | | |
| Category 2 - Non-Emergency <1 Acre LOT 2A | | | | |
| EST Quantity | Unit | Description | Unit Price | Total (Qty x Unit) |
| 20 | Bag | Trash Removal and Disposal | | |
| 10 | Bag | Property Inventory/Bagging | | |
| 5 | Bag | HAZMAT Removal/Disposal | | |
| 2 | Bag | Biohazard Removal/Disposal | | |
| 1 | 14yd Dumpster | Oversized Trash Removal and Disposal | | |
| 2 | Tree | Tree Removal | | |
| Total | | | | |
| Category 2 - Emergency 10pm <1 Acre LOT2B | | | | |
| EST Quantity | Unit | Description | Unit Price | Total (Qty x Unit) |
| 20 | Bag | Trash Removal and Disposal | | |
| 10 | Bag | Property Inventory/Bagging | | |
| 5 | Bag | HAZMAT Removal/Disposal | | |
| 2 | Bag | Biohazard Removal/Disposal | | |
| 1 | 14yd Dumpster | Oversized Trash Removal and Disposal | | |
| 2 | Tree | Tree Removal | | |
| Total | | | | |
| Total of Lots 1 A-B and 2 A-B | | | | |

ATTACHMENT 2
Bid Submission Cover Sheet*Revised March 7, 2024***PROJECT INFORMATION**

ITB NUMBER: 2526H025

PROJECT NAME: RIGHT OF WAY CAMP ABATMENT AND CLEANUP

BIDDER INFORMATION

Company Name: _____

Address: _____

Tax ID: _____

Alaska Business

License #: _____

CONTACT INFORMATION

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

Name _____

Title _____

Address _____

Email _____

Telephone _____

ADDENDA ACKNOWLEDGEMENT

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

| Number | Initials & Date |
|--------|-----------------|
| | |
| | |
| | |

| Number | Initials & Date |
|--------|-----------------|
| | |
| | |
| | |

| Number | Initials & Date |
|--------|-----------------|
| | |
| | |
| | |

CERTIFICATIONS

| No | Criteria | Response* |
|----|--|--|
| 1 | The bidder is presently engaged 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:

FEDERAL REQUIREMENTS

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

SIGNATURE

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

Printed Name _____

Title _____

Date _____

Signature _____

Sample Personal Property Log

Attachment #4

Instructions:

1. When the Clean-up Contractor brings in a shipment of tagged items, Storage Information and Encampment Location will be filled in, see TAG# 0001.
 2. Tagged items/bags include the personal effects of a camp inhabitant (personal identification documents, items with an apparent value of \$50.00), functioning bikes and wheelchairs will be tagged separately.
 3. No wet, moldy, or contaminated clothing, bedrolls or food items (or anything else with health concerns) will be accepted. Additionally, non-clothing items cannot be accepted and include, but not limited to, bulky items, shopping carts and furniture.
 4. For multiple items in a bag (as listed on the tag), expand the "cell" to add items or wrap text (currently set to wrap text).
 5. When an individual comes in to claim tagged items and no items match their request, on a separate line (with no Storage Information/Encampment Location) add TAB# n/a and add Retrieval Information to a line, see TAG# 0003.
 6. When an individual comes in to claim tagged items and the items match, add the retrieval information to the same line as the TAC# see TAG# 0001.
 7. After 30 days and no one claims tagged items, the items are to be disposed - on the same line as the tagged item, fill in the disposal method (landfill, secured dumpster, etc.), see TAG# 0002.
 8. All entries are to be initiated.
- Photograph identifier.

[illegible]