

STATE OF ALASKA INVITATION TO BID (ITB)



CRANE LIFT AND BOOM SERVICES WITH ANNUAL INSPECTIONS

ITB NUMBER 2526H329

Issued 6/29/2026

THE DEPARTMENT OF TRANSPORTATION, DIVISION OF PROGRAM MANAGEMENT AND ADMINISTRATION, IS SOLICITING BIDS TO PERFORM ANNUAL INSPECTIONS FOR CRANE AND HOISTING EQUIPMENT AT VARIOUS LOCATIONS IN ALASKA.

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

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

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

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


DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES DIVISION OF MAINTENANCE & OPERATIONS	_____ COMPANY SUBMITTING BID
Signed by:  OF38D8049495442...	_____ AUTHORIZED SIGNATURE
PROCUREMENT OFFICER: Sarah Conlon PHONE: (907) 451-2222 EMAIL: Sarah.Conlon@alaska.gov	_____ PRINTED NAME
	_____ DATE

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation and Public Facilities, Division of Program Management and Administration, is soliciting bids for the establishment of a term limit agreement to perform and document annual inspections for various cranes and lifting equipment in accordance with Occupational Safety and Health Administration (OSHA) standard, the Automotive Lift Institute American National Standards (ALI) and the applicable manufacturer specifications and standards.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 10:00 AM Alaska Time on July 21, 2026, 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. 1.03 PRIOR EXPERIENCE

See the Contractor Qualifications, listed within the scope of work for required experience.

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

SEC. 1.04 REQUIRED REVIEW

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

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.06 RETURN INSTRUCTIONS

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

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

Department of Transportation and Public Facilities
Division of Program Management and Administration
Attention: Sarah Conlon
Invitation to Bid (ITB) Number: 2526H329
ITB Title: Crane Lift and Boom Services with Annual Inspections
2301 Peger Rd.
Fairbanks, Alaska 99709

If using U.S. mail, or a delivery service please use the following address:

Department of Transportation & Public Facilities
2301 Peger Road
Fairbanks, AK 99709

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

If submitted in person, the bid must be hand-delivered to Procurement at 2301 Peger Road, Building #4. Building #4 is located behind the main DOT office building and can be accessed via the south parking lot.

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

It is the bidder's responsibility to contact the issuing agency at 907-451-5231 to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.07 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. 1.08 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. 1.09 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. 1.10 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		6/29/2026
Deadline for Receipt of Bids / Bid Due Date	10:00AM	7/21/2026
Bid Evaluations Complete		7/22/2026
Notice of Intent to Award		7/22/2026
Contract Issued		8/03/2026

This ITB does not, by itself, oblige the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation & Public Facilities, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.11 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. 1.12 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. 1.13 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

Project Manager: Bonnie Scott (907) 451-5210 bonnie.scott@alaska.gov

The Department of Transportation and Public Facilities (DOT&PF) is soliciting qualified vendors to provide inspection and certification services for cranes and lifting equipment of various makes and models at multiple locations throughout the Southcoast, Northern, and Central Regions of Alaska.

The specific type, make, model, and quantity of cranes and lifts to be inspected at each location are identified in the Bid Schedule (Attachment 1). Each District constitutes a separate Lot.

Vendors shall include all costs associated with performing inspections, including but not limited to labor, travel, lodging, and transportation.

Inspection Requirements

Equipment Categories

The Contractor shall perform and document annual inspections for the following categories of equipment:

1. Overhead Cranes
2. Automotive Lifts
3. Bucket Trucks
4. Boom Trucks
5. Platform Lifts

Applicable Standards

All inspections must be conducted in strict accordance with the most current versions of the following standards and specifications:

6. Occupational Safety and Health Administration (OSHA) Standards: [Crane, Derrick and Hoist Safety - Standards | Occupational Safety and Health Administration](#)
7. Automotive Lift Institute (ALI) American National Standards: [American National Standard ANSI/ALI ALOIM: 2020 Standard for Automotive Lifts – Safety Requirements for Operation, Inspection and Maintenance - Autolift.org](#)
8. Applicable manufacturer specifications and standards

Inspection Reports and Certification

Upon completion of each inspection, the Contractor shall provide a comprehensive inspection report and a certificate of inspection for each piece of equipment that passes inspection. Inspection reports shall include, at a minimum, the following:

9. Identification of each piece of equipment inspected
10. Location of the inspected equipment
11. As-found and as-left condition for all inspections performed
12. Documentation of any adjustments made during the inspection
13. Identification of any deficiencies noted, supported by photographic documentation
14. Recommended or required repairs
15. Statement of compliance with all applicable regulations
16. Maintenance Station identification
17. Monthly inspection logs for each crane (refer to attached sample)
18. Both hard copy and electronic versions of the report, with electronic copies provided on a USB flash drive

Equipment Deficiency Reports

When deficiencies are identified, the Contractor shall prepare an Equipment Deficiency Report. Two copies shall be produced: one provided to the Maintenance Station Foreman, and one delivered to the Project Manager. Each deficiency report shall:

19. Be legible and clearly formatted
20. Identify the applicable Maintenance Station
21. Include a detailed description of all repairs needed
22. Include photographic documentation of all identified discrepancies

Additional Requirements

23. All bucket trucks shall undergo dielectric testing as part of the inspection.
24. The Contractor shall print and apply certification stickers to all equipment that passes inspection at the time of inspection.

Inspection Scheduling

All inspections shall be conducted during the period of May 1 through September 30 and must be completed within three (3) months of the date inspections commence. All work shall be fully completed within the applicable State Fiscal Year (July 1 through June 30). To ensure DOT&PF personnel availability and to minimize operational disruption, the Contractor is required to submit a proposed inspection schedule no less than thirty (30) calendar days prior to the commencement of any inspection activity.

Schedule Submission Requirements

The Contractor shall submit a proposed inspection schedule to the Project Manager for review and approval no less than thirty (30) calendar days prior to mobilization. This advance notice is required to allow DOT&PF to ensure that designated personnel are available on-site to escort the Contractor at each location. The schedule shall include:

25. Proposed inspection dates and times for each location and Lot
26. Estimated duration for each inspection site visit
27. Identification of personnel assigned to each location
28. Sequencing of locations to facilitate efficient mobilization and demobilization

DOT&PF will review the proposed schedule and provide written approval or request modifications within a reasonable timeframe. **DOT&PF personnel will be responsible for escorting the Contractor at all times while on-site; therefore, the thirty (30) day advance notice is mandatory and non-negotiable.** Any changes to the approved schedule must be submitted in writing and coordinated with and approved by the Project Manager no less than fourteen (14) calendar days prior to the affected inspection date.

Inspection Hours and Site Coordination

All inspections shall be conducted Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m., unless otherwise coordinated with and approved by the Project Manager. The Contractor shall observe the following site conduct requirements:

29. DOT&PF personnel will occupy the premises during the entire inspection period in the conduct of normal operations. The Contractor shall cooperate with the Department to minimize conflicts. In the event of a conflict, the Project Manager's decision shall be final, and the Contractor shall adjust its use of the premises accordingly.
30. The Contractor shall anticipate and accommodate entry by members of the public and State employees during all work hours.
31. In the event the Contractor causes damage to State-owned property or State employee-owned property, the Contractor shall make all necessary replacements and repairs to the satisfaction of the Project Manager. Alternatively, the Contracting Agency may engage another firm or assign State personnel to perform the necessary repairs, and the associated costs will be deducted from contract payments due.

Contractor Qualifications

Contractors must meet the following minimum qualifications to be considered for award:

32. A minimum of ten (10) years of documented experience performing inspections of overhead cranes, automotive lifts, bucket trucks, boom trucks, and platform lifts.
33. All personnel assigned to perform inspections must possess a minimum of five (5) years of relevant, verifiable experience in the applicable equipment inspection disciplines.

Required Submittals for Award

Prior to contract award, the Contractor shall submit the following documentation:

34. A list of all personnel assigned to perform work under this contract
35. Resumes for all assigned inspectors, detailing relevant training, certifications, and experience
36. Professional references, including names and contact telephone numbers sufficient to validate the qualifications and experience of assigned personnel
37. Sample copies of inspection checklists applicable to each equipment category covered under this contract

38. Proposed inspection schedule as described under “Inspection Scheduling.”

Additions and Deletions

DOT&PF reserves the right to:

39. Add or remove shop facility locations as operational needs require.
40. Add or remove individual pieces of equipment from the inspection scope, including overhead cranes, automotive lifts, bucket trucks, boom trucks, and platform lifts.

Contract Period

The contract will have an initial term of one (1) year, with up to four (4) additional one (1) year renewal options. Renewal of the contract shall be at the sole discretion of the State and will be exercised under the same terms and conditions as the original agreement.

Payment Terms

Payment will be made upon receipt of a complete and accurate invoice for work performed, accompanied by all required inspection reports and certificates of inspection for each piece of inspected equipment. Invoices shall be itemized and include, at a minimum, the following information:

41. Date(s) on which each inspection was performed
42. Location where each inspection was conducted
43. Specific pieces of equipment inspected, including make, model, and identifying information
44. Itemization of all charges organized by Lot
45. Only equipment that has been inspected shall be included on the invoice; uninspected equipment shall not be billed

Invoices that do not conform to these requirements will be returned to the Contractor without payment until corrected and resubmitted.

Mobilization and Demobilization

The mobilization and demobilization bid price for each location shall be inclusive of all associated costs, including labor, travel, lodging, and all other related expenses.

Inspection Costs

The inspection bid price for each piece of equipment shall be fully inclusive and cover all costs associated with:

46. Performing the inspection
47. Preparing the comprehensive inspection report
48. Issuing the certificate of inspection

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately August 03, 2026, through April 30, 2027, with the option to renew for Four (4) additional One (1) year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

SEC. 2.03 CONTRACT TYPE

This contract is a firm fixed price contract.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

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

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

SEC. 2.05 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Transportation, Division of Facilities Services.

SEC. 2.06 CONTRACT PRICE ADJUSTMENTS

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

Consumer Price Index (CPI): Contract prices will remain firm through July 31, 2027.

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 2025 reported per series ID: CUURS49GSA0, CUUSS49GSA0 (Annual year 271.826) comparing this to the annual year CPI is requested. 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. 2.07 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed are at multiple locations throughout the State of Alaska. Refer to the Bid Schedule (Attachment One) for details.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

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

SEC. 2.08 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SEC. 2.09 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.11 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 2.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.13 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. 2.14 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. 2.15 BILLING INSTRUCTIONS

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

All invoices produced by the contractor must contain the following information at a minimum:

- 1. Contract Award Number**
- 2. Location of work being performed**
- 3. Quantity of equipment inspected**
- 4. Description including unit numbers**

SEC. 2.16 ESTIMATED QUANTITIES

SEC. 2.17 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor’s receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 2.18 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the

contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 2.19 INSURANCE

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

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

SECTION 3. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

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

BIDDER'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

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

SEC. 3.02 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Bid Bond

Bidders must obtain a bid bond **in the form of a certified or cashier's check** made payable to the State of Alaska and submit it with the bid. The amount of the bid bond for this contract is **\$5,000**. The bid bond of each successful bidder will be retained until that bidder has furnished a satisfactory Performance Bond. If a bidder is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation, the bid

bond will be immediately forfeited to the state. The time limit for negotiation or delivery of a contract is 14 days from the date the bidder receives notice from the procurement officer. The bid bond of each unsuccessful bidder will be returned as soon as practical after award has been made. **Bids submitted without a bid bond in the form of a certified or cashier's check will be rejected.**

Performance Bond

Any posted performance bond will ensure performance over the entire term of the contract. In the event it becomes necessary for the State to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. The performance bond is to be in the total contract value (applicable only to individual firm quantity lots awarded in excess of \$200,000.00). Performance Bonds shall be submitted under the name appearing on the bidder's current Alaska business license.

Surety Deposit

In lieu of a performance and payment bond, a successful bidder may post an individual surety to ensure performance over the entire term of the contract. In the event it becomes necessary for the State to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the individual surety will be declared as liquidated damages and become due and payable to the State. By signature on this ITB, the bidder acknowledges this condition and voluntarily relinquishes any and all claims to the entire individual surety. The individual surety shall be submitted under the name appearing on the bidder's current Alaska business license. The individual surety may be in any of the following forms:

- **CERTIFIED OR CASHIER'S CHECK:** A certified or cashier's check, made payable to the State of Alaska in the amount of the total contract value (applicable only to individual firm quantity lots awarded in excess of \$200,000.00).

OR

- **SPECIAL NOTICE ACCOUNT OR CERTIFICATE OF DEPOSIT:** A special notice account book or certificate of deposit, made payable to the State of Alaska in the amount of the total contract value (applicable only to individual firm quantity lots awarded in excess of \$200,000.00).

Failure to supply this document within the time required will cause the State to declare the bidder non-responsible and to reject the bid.

SEC. 3.03 PRICES

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

<https://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

- Alaska Military Skills Program Preference – AS 36.30.321(l)
- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 4.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;

- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

To receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.04 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

To receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry

training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or

- b) has an active partnership with an entity that employs an apprentice through a program described above.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

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

SEC. 4.06 EMPLOYMENT PROGRAM PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.07 ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

SEC. 4.08 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

SEC. 4.09 EXTENSION OF PRICES

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

SEC. 4.10 METHOD OF AWARD

Award will be made by Lot to the lowest responsive and responsible bidder. Vendors may submit a bid for one or multiple Lots; however, all line items within a Lot must be bid in full to be considered responsive. There are six (6) Lots total.

SEC. 4.11 NOTICE OF INTENT TO AWARD

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 5.03 AUTHORITY

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

SEC. 5.04 COMPLIANCE

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

SEC. 5.05 SUITABLE MATERIALS, ETC.

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

SEC. 5.06 SPECIFICATIONS

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

SEC. 5.07 ITEM UPGRADES

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

SEC. 5.08 WORKMANSHIP AND MATERIALS

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

SEC. 5.09 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. 5.10 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. 5.11 HUMAN TRAFFICKING

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

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

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

SEC. 5.12 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. 5.13 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. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 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. 5.19 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. 5.20 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 provided 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. 5.21 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. 5.22 QUALIFIED BIDDERS

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

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

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

SEC. 5.23 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. 5.24 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester,
- the signature of the protester or the protester's representative,
- identification of the contracting agency and the solicitation or contract at issue,
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
- the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Attachment 1 - Bid Schedule
- 2) Attachment 2 - Monthly Inspection Log
- 3) Attachment 3 – Bid Submission Cover Sheet
- 4) Attachment 4 – Alaska Bidder’s Preference Certification

Documents Required at Time of Bid Opening:

- a) Completed page one of the ITB
- b) Completed Bid Schedule- Attachment One (1) of the ITB
- c) Bid Submission Cover Sheet – Attachment Three (3) of this ITB
- d) Completed Alaska Bidders Preference Certification – Attachment Four (4) of this ITB
- e) Bid Guarantee Certified check or Cashier’s check in the amount of \$5,000.00 made out to State of Alaska per section 3.02 of this ITB.

Documents Required Prior to Contract Award:

- 1) Required Submittals for Award within the Scope of work section 2.01
- 2) Current certificate of insurance per section per section 2.19
- 3) Current Alaska Business License per section 5.02
- 4) Performance Bond per section 3.02

Bid Response Checklist:

- 1) Completed Page One of the ITB
- 2) Completed Bid Schedule (Attachment 1)
- 3) Completed Bid Submission Cover Sheet (Attachment 3)
- 4) Alaska Bidder Preference Certification Form (Attachment 4)
- 5) All Mandatory Return Amendments if applicable

Bid Schedule – Attachment One

Northern Region

Lot #1 – Interior District

Location & Equipment	Mobilization and Demobilization Bid Price	Inspection Bid Price	Total Bid Price
Birch Lake			
<u>Crane</u>			
Yale/towne-1.0 Ton			
		Total	
Cantwell			
<u>Crane</u>			
R&M – 4.5 Ton			
<u>Automotive Lift</u>			
Mohawk – 12,000lbs			
<u>Boom Truck</u>			
#38675- Stellar – 2.5 Ton			
#V42344- Ventro – 2,500 lbs			
<u>Wheel Lifts</u>			
2 SPC/OT, Model 1520 – 10Ton (set)			
Mohawk – 18Ton			
		Total	
Central			
<u>Crane</u>			
Herring EF20-5201: 2015			
		Total	
Fairbanks			
<u>Crane- Heavy Equipment</u>			
North FT Crowe/Yale- 7.8 Ton			
South Ft Crowe/Yale – 7.5 Ton			
<u>Crane – Bridge Shop</u>			
Shaw Box – 7.5 ton			
<u>Cranes – Light Equipment</u>			
East- Coffing – 2.0 Ton			
Middle-Coffing – 2.0 Ton			
<u>Crane- Motor Room</u>			
Coffing – 2.0 Ton			
<u>Crane- Motor Room Storage</u>			
Beebe – 1.0 Ton			
<u>Crane – Hot Tank Room</u>			
Jet – 1.0 Ton			
<u>Automotive Lift- Light Duty Door #2</u>			
Hunter			
<u>Automotive Lift- Light Duty Door #3</u>			
Rotary – 36,000 lbs.			
<u>Automotive Lift- Light Duty Door #4</u>			
Rotary – 36,000 lbs.			
<u>Automotive Lift- Light Duty Door #6</u>			
Rotary – 36,000 lbs.			
<u>Automotive Lift – Light Duty Door #7</u>			
Rotary – 36,000 lbs.			
<u>Automotive Lift- Light Duty Door #8</u>			

	Rotary – 36,000 lbs.		
Bucket Trucks - Traffic			
	#39515- Altec- 800lbs- Dielectric Tested		
	#42484 - Altec- 800lbs- Dielectric Tested		
Bucket Truck – Sign Crew			
	#42133 – Versa Lift – 300lbs- Dielectric Tested		
Boom Trucks			
	#42342- Palfinger psc 5025		
	Bridge Crew: #41023/10719 – National – 21 Ton		
	Bridge Crew: #39030 – Ventro – 3,500lbs		
	M&O: 42343- Stellar		
	State wide:#37299- Palfinger – @ scale house		
	Dalton: #40290- Venturo- 1 Ton		
	#40291- Venturo- 1 Ton		
	Construction: Flatbed #41052 – Vestil – 1 Ton		
	Fairbanks/Montana Creek: #40026 - Stellar 10630		
Platform Lifts			
	JCB 5807985- New no plate		
	Facilities: #39632 – Genie		
	Facilities: #39972 – Genie AWD		
Platform Lift- Bridge Crew			
	#37793 – Hydra Platform		
Wheel Lifts			
	SEF HD Shop: Mohawk 16,000lbs.		
	SEF Warming Storage: Stertil 18,000 lbs		
	SEF Warming Storage: Stertil 18,000 lbs.		
			Total
Galena			
Cranes			
	Coffing – 0.5 Ton Tire Bay		
	Space Master – 10 Ton		
Automotive Lift			
	Rotary – 9,000 lbs.		
Platform Lift			
	JLG Scissor Lift - #50816		
			Total
Healy			
Cranes			
	Coffing- 2.0 ton		
Automotive Lift			
	Mohawk TP-16- 18,000 lbs.		
Boom Trucks			
	#37415- Stellar T1-11		
			Total
Nenana			
Cranes			
	Duff Lynx – 2.0 Ton		
Automotive Lift			
	Mohawk TP-16- 12,000 lbs.		
			Total

Lot #1 Total Bid Price: \$_____

Lot #2 - Eastern District

Location & Equipment	Mobilization and Demobilization Bid Price	Inspection Bid Price	Total Bid Price
Chitna			
Crane			
Columbus Mckinnon – 1.0 ton			
Boom Truck			
#41047: Stellar Crane EC2K 1000lbs.			
		Total	
Delta Junction			
Crane			
Yale – 2.0 Ton			
Automotive Lift			
Mohawk T-16 – 16,000lbs.			
Boom Truck			
#40658 – Amcom Veba – 5270 lbs.			
		Total	
Nelchina			
Crane			
Jet – 1.0 Ton			
CM – 1.0 Ton			
		Total	
North Way			
Crane			
South – Herrington – 2.0 Ton			
North – Peerless – 2.0 Ton			
Automotive Lift			
Mohawk-T-16- 16,000lbs.			
		Total	
Paxson			
Crane			
Chester Zephyr – 1.0 Ton			
Boom Truck			
#34770 – Ferrari – 4155 lbs.			
		Total	
Slana			
Boom Truck			
#40105 – Amco Veba – 5,270lbs.			
		Total	
South Fork			
Automotive lift			
Mohawk – 12,000lbs.			
		Total	
Tazlina			
Crane			
Shope East Bay – R&M – 5.0 Ton			
Shop West Bay – Yale – 5.0 Ton			

Automotive Lifts			
	East – Rotary – 12,000 lbs.		
	West – Rotary – 12,000lbs		
Boom Truck			
	#41307 – Ferrari – 4115lbs.		
Platform Lifts			
	#1005616- Grove		
	#50818 – Genie Scissor Lift		
			Total
Thompson Pass			
Crane			
	JJet 1 Ton – Monorail Crane		
	Jet 1 Ton – A-Frame		
Automotive Lift			
	Coffing ½ Ton – Monorail Crane		
			Total
Tok			
	Cranes		
	South – Stahl – 5.0 ton		
	North – R&M Straight – 5.0 ton		
	Automotive Lift		
	Rotary – 14,00lbs.		
	Boom Truck		
	#35966 – Ferrari – 5,400lbs.		
	#35411 – Liftmore ¾ Ton		
	#36890 – Ferrari – 5,400 lbs.		
	#39586 – IMT – 4,430 lbs.		
Platform Lift			
	#10047854 – Condor		
	#50777 – Genie Scissor Lift		
			Total
Trims			
Crane			
	Robbins/Meyers – 2.0 Ton		
			Total
Valdez			
Cranes			
	M&O Shop – Dayton – 2.0 Ton		
	M&O Shop – CM – ½ Ton		
	Airport – Demag- 1.0 Ton		
	Airport – Overhead Crane		
	East Bay – Stahl – 5.0 Ton		
	West Bay – Yale – 5.0 Ton		
	Welding Bay – Coffing – 1.0 Ton		
	SEF Machine Shop – Process Eng. – 500lbs.		
Automotive Lift			
	Mohawk – 16,000lbs.		
Boom Truck			
	#39592 – Ventro – 5,000lbs.		
Platform Lift			
	#50778 – Genie Scissor Lift		
			Total

Lot #2 Total Bid Price: \$ _____

Lot #3 - Western District

Location & Equipment	Mobilization and Demobilization Bid Price	Inspection Bid Price	Total Bid Price
Kotzebue			
Crane			
ARFF/SREB – Kone Crane – 10.0 Ton			
Automotive Lift			
ARFF/SREB – Rotary – 10,000 lbs.			
Platform Lift			
ARFF/SREB - #1006374 - JLG			
Boom Truck			
#34771 – Ferrari – 4,115lbs.			
		Total	
Nome			
Crane			
Weld Shop – Ingersoll Rand – 1/5 Ton			
Heavy Equipment – Jet – 3.0 Ton			
Shop – Jet – 3.0 Ton			
ARFF/SREB – Kone Crane – 10.0 Ton			
Automotive Lift			
Rotary – 10.0 Ton			
Boom Truck			
#37733 – Stellar – 7,500 lbs.			
Platform Lift			
Air Guard (SEF)- #50583 – Genie			
ARFF/SREB – SkyjackSJ4732E : A102016077			
#50865 – JLG Scissor Lift			
		Total	
Unalakleet			
Crane			
Shop – R&M – 5.0 Ton			
CM – 1.0 Ton			
		Total	

Lot #3 Total Bid Price: \$ _____

Lot #4 - Dalton District

Location & Equipment	Mobilization and Demobilization Bid Price	Inspection Bid Price	Total Bid Price
Livengood			
Crane			
Coffing, Barrel Rack – 1.0 Ton			
Shaw Box, Shop – 2.0 Ton			
Boom Truck			
#40443 – Stellar – 3,200 lbs.			
#36285 – Stellar – 3.0 Ton			
		Total	
Manley			
Crane			
Herrington – 5.0 Ton			
Boom Truck			
#41944 – Ferrari – 4,115lbs.			
Wheel Lift			
Stertil – 18,500lbs.			
		Total	
7-Mile			
Crane			
R&M – 7.5 Ton			
Automotive Lift			
Mohawk – 18,000lbs.			
Boom Truck			
#41246 – Stellar -3,200lbs.			
#37414 – Stellar – 6,000lbs.			
Platform Lift			
#50780 - Genie			
		Total	
Jim River			
Crane			
Harrington – 2.0 Ton			
R&M – 7.5 Ton			
Automotive Lift			
Mohawk – 12,00lbs			
Boom Truck			
#40444 – Stellar – 3,200lbs.			
#37413 – Stellar – 6,000 lbs.			
		Total	
Coldfoot			
Crane			
Harrington – 2.0 Ton			
Generator Room: Harrington – 1.0 Ton			
Automotive Lift			
Mohawk – 12,000lbs.			
Boom Truck			
#39922 – IMT – 5,000 lbs.			
#40446 – Stellar – 3,200 lbs.			

		Total	
Chandalar			
Crane			
	R&M – 7/5 Ton		
Boom Truck			
	#38676 – Stellar – 7,500 lbs.		
	#400321 – IMT – 5,000lbs.		
	#41245 – Ventro – 3,500 lbs.		
Platform Lift			
	#50779 – Genie		
	Condor Scissor Lift (Rover)		
Wheel Lifts			
	Stertil – 18,500 lbs.		
		Total	
Sag River			
Crane			
	Detroit Hoist – 7.5 Ton		
Boom truck			
	#35965 – Ekegard – 5,000 lbs.		
	#41244 – Ventro- 3,500 lbs.		
Platform Lift			
	#50781 – Genie (Rover)		
		Total	
Deadhorse			
Crane			
	Ingersoll Rand – 2.0 Ton		
	Shaw Box – 7.5 Ton		
Automotive Lift			
	Mohawk – 12,000lbs.		
Boom Truck			
	#42350 – Palfinger 6,000lbs		
	#42383 – Stellar – 3,200 lbs.		
Platform Lift			
	#10179023 – HLSK Haulotte		
Wheel Lifts			
	Sterti – 18,500 lbs.		
		Total	
Utqiagvik (Barrow)			
Crane			
	Washington Crane & Hoist-Overhead		
Platform Lift			
	#AWP08-61951 Genie Model AWP-225		
	Genie GS-2632		
	Genie GS-2646		
		Total	

Lot #4 Total Bid Price: \$ _____

South Coast Region

Lot #5 - Southeast District

Location & Equipment	Mobilization and Demobilization Bid Price	Inspection Bid Price	Total Bid Price
Cordova			
Crane			
Shaw Box – 2.0 Ton			
Dayton- 500 lbs.			
Automotive Lift			
Mohawk – 16,000lbs.			
Boom truck			
#39585 – IMT – 4430lbs.			
		Total	
Haines			
Crane			
Shepard Niles Lifabout: 111919/CJJ146			
Automotive Lift			
Rotary R70C-121CREM: XPU11B0001			
		Total	
Juneau			
Crane			
SEF: FT Crowe/Yale TDL71/2F15E13			
Tire Loft: Budgit 113454-13			
Weld Bay: Owner/CM-R			
Boom Truck			
SEF Shop: ALTEC AM-450H			
Juneau Shop: Versalift VO455MHI			
SEF: Dur-A-Lift DPM247DU			
		Total	
Ketchikan			
Crane			
Klawock Shop: Stellar EC2KP			
Klawock East Bay: CM/Wright/Bebe- R/E			
		Total	
Klawock			
Crane			
Steller 6620			
Beebe Hoist/Ft Crow-BCL5E5FLSSP			
		Total	
Petersburg			
Crane			
Coffing HH FA WR101FJD			
(Urea Bay Airport) Milwaukee/R&M SX30410032P25FALOF			
Boom Truck			
Lift Moore- 2700 AL			

		Total	
Sitka			
Crane			
	Harrington ES3-2789: 4297		
	Urea Bay North Bay #7: Kone CXT3040032P25FAOLF		
		Total	
Skagway			
Boom Truck			
	Steller 6620-7621		
	Steller EC2000		
Automotive Lift			
	Rotary PL10170		
Platform Lift			
	Eaton/Yale XC5624S15/5		
		Total	
Wrangell			
Crane			
	Bay 1: CM-R		
Boom Truck			
	Hitachi North American MH-5D		
		Total	
Yakutat			
Crane			
	Max lift 309.2:7764		
	Chemical Bay: WA Crane/R&M SX2:A0205745		
	Maintenance Bay: WA Crane/R&M SX4:A0505744		
		Total	

Lot #5 Total Bid Price: \$_____

Central Region

Lot #6 – Central District

Kodiak/ Aleutian District			
Location & Equipment	Mobilization and Demobilization Bid Price	Inspection Bid Price	Total Bid Price
Adak			
Crane			
Yale 5.0 Ton			
		Total	
Atka Airport			
Crane			
CM Series 633 trolley- 2.0 ton			
		Total	
Cold Bay			
Automotive Lift			
Wheel Tronic 12000S-S15 Vehicle Lift			
Gorbel 3			
		Total	
Dutch Harbor/ Unalaska			
Crane			
Jet 2.0 Ton jib hoist, Chain fall			
Gorbel/ACCO Wright 4.0 Ton jib Chain			
Automotive Lift			
Wheel Tronic 1200-S15			
		Total	
Illiamna			
Crane			
R&M Space master 5.0 Ton Bridge			
		Total	
King Salmon			
Crane			
Wheel Tronic 12000 – S15			
		Total	
Kodiak			
Crane			
M&O: Jib Cranes 2.0 Ton, Harrington			
M&O: P&H 10 Ton Bridge Beam			
M&O: Bridge and Gantry Cran 10 Ton, ACCO			
Airport: Gorbel freestanding 2.0 Ton Jib with Harrington 2.0 Ton Electric Chain Hoist			
Automotive Lift (M&O)			
Hunter RNAO			
		Total	
Anchorage/Mat-Su/Kenai Peninsula/ Southwest District			

Anchorage			
Crane			
Yale – ½ Ton, Electric Chain fall, Monorail			
Gorbel/ACCO Wright- ½ Ton, Electric Chain fall Hoist			
Loader Lift – 2-ton, Bridge			
Loader Lift – 2-ton, Bridge			
Washington Space Master II 5 Ton, Bridge			
Washington Space Master II 10Ton, Bridge			
Budgit, 1 Ton, Electric Chainfall, Hoist			
Crane: HWY Shop			
Space Master II - 10 Ton, Bridge			
Automotive Lift			
Hunter – 18,000 lbs.			
Hunter – 16,000 lbs.			
Challenger – 9,000 lbs.			
Hunter – 16,000 lbs.			
Hunter – 16,000 lbs.			
Hunter – 16,000 lbs.			
		Total	
Girdwood			
Crane: HWY Shop			
S&M Space master – 5.0 Ton, Bridge			
		Total	
Palmer			
Crane: SEF			
Shaw Box - 5-ton, Electric Wire Rope, Bridge Beam			
Automotive Lift			
Rotary – 10,000 lbs.			
FMC – 9,000 lbs.			
Stertil – 78,000 lbs.			
Hunter – 16,000 lbs.			
Hunter – 16,000 lbs.			
		Total	
Willow			
Crane: M&O			
R&M – 5.0 Ton, Bridge, Electric Wire Rope			
		Total	
Crown Point (Seward)			
Crane			
R&M Space master 10 Ton, Bridge			
Automotive Lift			
Rotary 50/26S2TS			
		Total	
Homer			
Crane			
Wash/Detroit- 10 Ton, Bridge, Electric Cable			
JET – 5.0 Ton, Monorail, Manual Chain fall			
Automotive Lift			
Automotive lift system vehicle lift			
		Total	

Ninilchick			
Crane (M&O)			
Budgit – 2-ton, Monorail, electric Chain fall			
Budgit – ½ Ton, Monorail, Manual Chain fall			
		Total	
North Kenai			
Crane: HWY Shop			
Budgit – 2 Ton, Monorail, Electric Chain fall			
		Total	
Silvertip			
Crane			
Budgit – 2 Ton, Monorail, Electric Chain fall			
		Total	
Soldotna			
Crane: (M&O)			
Washington – 5 Ton, Bridge, Electric Wire Rope			
Washington – 10 Ton, Bridge, Electric Wire Rope			
Yale/Gorbel – 1 Ton, Jib			
Yale/Gorbel – 1 Ton			
Automotive Lift: SEF			
Hunter RX16LT – 16,000 lbs. vehicle lift			
Mohawk LMF – 12 – 12,000 lbs. Vehicle Lift			
Advance Lift System AIS-45xx – 45,000 lbs. vehicle lift			
		Total	
Seldovia			
Crane: M&O			
R&M Space master – 5 Ton, Bridge, Electric Wire Rope			
		Total	
Aniak			
Crane			
Budgit - SM 2 Ton, chain fall			
Kone Crane – 5 Ton, Bridge			
		Total	
Bethel			
Crane:			
SEF: Kaverit/Abus – 5 Ton, Bridge			
SRE: R&M 2 Ton, Bridge			
Automotive Lift: SEF			
Gilbarco 12m vehicle Lift			
		Total	
Chulitna			
Crane			
Budgit – 2 Ton, Hoist system, bridge			
Automotive Lift			
Hunter – 14,000 lbs. Vehicle lift			
		Total	
Dillingham			

Crane			
Yale – 2 Ton, Bridge			
Yale – 1.5 Ton, Monorail			
Automotive lift			
Rotary SP012N510			
		Total	
McGrath			
Crane			
Shaw Box – 5 Ton, Electric Wire Rope, Bridge Beam			
Automotive lift			
Mohawk – 16,000 lbs.			
		Total	
St. Mary's			
Crane			
CM- 1.0 Ton			
		Total	

Lot #6 Total Bid Price: \$_____

Attachment Two

Annual Inspection Date:	Inspected By:	By signing the front of this form, I certify that the Chain/Wire Rope Hoist Inspected has been completed per 29CFR1910,179 (j2) and (m1) (or (m2) if length of time since last inspection has exceeded 1 month and (j3) if length of time since last inspection has exceeded 6 months)
Date	Signature	
		Chain/Wire Rope and Hook Measurements
		Hook Opening:
		Chain Length:
		Number of Chain Links Measured:
		Wire Rope Diameter:

**Attachment Three
Bid Submission Cover Sheet**

PROJECT INFORMATION

ITB NUMBER: 2526H329
PROJECT NAME: CRANE LIFT AND BOOM SERVICES WITH ANNUAL INSPECTIONS

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

ALASKA PREFERENCES

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

SIGNATURE

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

Printed Name _____
Title _____
Date _____
Signature _____

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

Solicitation Number	
Project Description	
Business Name	
Alaska Business License Number	

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

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

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

SIGNATURE

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

Printed Name:	
Title:	
Date:	
Signature:	

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

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

Alaska Bidder Preference Questions

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

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

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

Physical Place of Business Address	
City	
Zip Code	

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

Do you certify the Place of Business identified above meets this definition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Per AS 16.05.415(a) per 2AAC 12.990(b)(7), the bidder or offeror, or at least one employee of the bidder or offeror must be a resident of the state?

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

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

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

Indicate below how your business is organized:

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

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

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

Alaska Veterans Preference Questions:

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

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

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

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

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

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

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

Per 36.30.321(I), does your business:

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