

STATE OF ALASKA

INVITATION TO BID (ITB)



ANC AIRPORT RAMP SNOW AND ICE CONTROL ITB 2527H066

ISSUED AUGUST 07, 2026

THE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, DIVISION OF PROGRAM MANAGEMENT AND ADMINISTRATION, IS SOLICITING BIDS FOR AN AIRPORT RAMP SNOW AND ICE CONTROL SERVICE CONTRACT FOR THE TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT.

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

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

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

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

DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES	
DIVISION OF PROGRAM MANAGEMENT AND ADMINISTRATION	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
Ben Wright 	PRINTED NAME
Phone: (907) 269-0811	
Email: ben.wright@alaska.gov	DATE

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE ITB	4
SEC. 1.02 BUDGET	4
SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.04 PRIOR EXPERIENCE	4
SEC. 1.05 REQUIRED REVIEW	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.07 SITE INSPECTION	5
SEC. 1.08 RETURN INSTRUCTIONS	5
SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY	6
SEC. 1.10 AMENDMENTS TO BIDS	6
SEC. 1.11 AMENDMENTS TO THE ITB	6
SEC. 1.12 ITB SCHEDULE	6
SEC. 1.13 PRE-BID CONFERENCE/TELECONFERENCE	ERROR! BOOKMARK NOT DEFINED.
SEC. 1.14 ALTERNATE BIDS	6
SEC. 1.15 SUPPORTING INFORMATION	7
SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER	7
SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION	8
SEC. 2.01 SCOPE OF WORK	8
SEC. 2.02 CONTRACT TERM	26
SEC. 2.03 CONTRACT TYPE	26
SEC. 2.04 PAYMENT FOR STATE PURCHASES	26
SEC. 2.05 ELECTRONIC PAYMENTS	26
SEC. 2.06 PROMPT PAYMENT FOR STATE PURCHASES	ERROR! BOOKMARK NOT DEFINED.
SEC. 2.07 CONTRACT ADMINISTRATION	26
SEC. 2.08 CONTRACT PRICE ADJUSTMENTS	27
SEC. 2.09 CONTRACT PERFORMANCE LOCATION	27
SEC. 2.10 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED	27
SEC. 2.11 SUBCONTRACTORS	27
SEC. 2.12 JOINT VENTURES	27
SEC. 2.13 RIGHT TO INSPECT PLACE OF BUSINESS	28
SEC. 2.14 F.O.B. POINT	ERROR! BOOKMARK NOT DEFINED.
SEC. 2.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	28
SEC. 2.16 EQUIPMENT INSPECTION	28
SEC. 2.17 NEW EQUIPMENT	ERROR! BOOKMARK NOT DEFINED.
SEC. 2.18 REMANUFACTURED/RECONDITIONED EQUIPMENT	ERROR! BOOKMARK NOT DEFINED.
SEC. 2.19 LEMON CLAUSE	ERROR! BOOKMARK NOT DEFINED.
SEC. 2.20 DISCONTINUED ITEMS	ERROR! BOOKMARK NOT DEFINED.
SEC. 2.21 LIQUIDATED DAMAGES	28
SEC. 2.22 SHIPPING DAMAGE	ERROR! BOOKMARK NOT DEFINED.
SEC. 2.23 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	28
SEC. 2.24 CONTINUING OBLIGATION OF CONTRACTOR	29
SEC. 2.25 BILLING INSTRUCTIONS	29
SEC. 2.26 ESTIMATED QUANTITIES	29
SEC. 2.27 WARRANTY	ERROR! BOOKMARK NOT DEFINED.
SEC. 2.28 NONDISCLOSURE AND CONFIDENTIALITY	29
SEC. 2.29 INDEMNIFICATION	30
SEC. 2.30 INSURANCE	30
SECTION 3. BID FORMAT AND CONTENT	31
SEC. 3.01 BID FORMS	31
SEC. 3.02 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT	32
SEC. 3.03 PRICES	32
SECTION 4. EVALUATION AND CONTRACTOR SELECTION	33
SEC. 4.01 EVALUATION OF BIDS	33
SEC. 4.02 APPLICATION OF PREFERENCES	33
SEC. 4.03 ALASKA BIDDER PREFERENCE	33
SEC. 4.04 ALASKA VETERAN PREFERENCE	34
SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE	34
SEC. 4.06 USE OF LOCAL FOREST PRODUCTS	ERROR! BOOKMARK NOT DEFINED.
SEC. 4.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE	ERROR! BOOKMARK NOT DEFINED.
SEC. 4.08 ALASKA PRODUCT PREFERENCE	ERROR! BOOKMARK NOT DEFINED.
SEC. 4.09 EMPLOYMENT PROGRAM PREFERENCE	35
SEC. 4.10 ALASKANS WITH DISABILITIES PREFERENCE	35

SEC. 4.11	PREFERENCE QUALIFICATION LETTER	35
SEC. 4.12	EXTENSION OF PRICES	36
SEC. 4.13	METHOD OF AWARD.....	36
SEC. 4.14	CONTRACTOR SELECTION PROCESS	ERROR! BOOKMARK NOT DEFINED.
SEC. 4.15	NOTICE OF INTENT TO AWARD	36
SECTION 5.	GENERAL PROCESS AND LEGAL INFORMATION.....	37
SEC. 5.01	INFORMAL DEBRIEFING	37
SEC. 5.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	37
SEC. 5.03	AUTHORITY	38
SEC. 5.04	COMPLIANCE	38
SEC. 5.05	SUITABLE MATERIALS, ETC.	38
SEC. 5.06	SPECIFICATIONS.....	38
SEC. 5.07	BRAND SPECIFIC	ERROR! BOOKMARK NOT DEFINED.
SEC. 5.08	ITEM UPGRADES	ERROR! BOOKMARK NOT DEFINED.
SEC. 5.09	WORKMANSHIP AND MATERIALS.....	38
SEC. 5.10	CONTRACTOR SITE INSPECTION	38
SEC. 5.11	ORDER DOCUMENTS.....	38
SEC. 5.12	HUMAN TRAFFICKING	39
SEC. 5.13	RIGHT OF REJECTION	39
SEC. 5.14	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	39
SEC. 5.15	DISCLOSURE OF BID CONTENTS	40
SEC. 5.16	ASSIGNMENTS.....	40
SEC. 5.17	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)	41
SEC. 5.18	DEFAULT	41
SEC. 5.19	DISPUTES	41
SEC. 5.20	SEVERABILITY	41
SEC. 5.21	CONTRACT CANCELLATION	41
SEC. 5.22	GOVERNING LAW; FORUM SELECTION	41
SEC. 5.23	QUALIFIED BIDDERS.....	42
SEC. 5.24	FEDERALLY IMPOSED TARIFFS	42
SEC. 5.25	PROTEST	43
SECTION 6.	ATTACHMENTS.....	44
SEC. 6.01	ATTACHMENTS	44

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

This ITB is intended to result in a contract for snow and ice control services for Airside Ramp and Taxi lane locations for the Ted Stevens Anchorage International Airport (ANC).

SEC. 1.02 BUDGET

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

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **August 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. 1.04 PRIOR EXPERIENCE

See Scope of Work for Experience requirements.

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.07 SITE INSPECTION

Potential bidders are strongly encouraged to attend the scheduled site inspection with the project manager. Because space is limited you must confirm attendance with the procurement officer.

Site Inspection time and location:

August 17, 2026, at 10:00AM at 5740 DeHavilland Ave., Anchorage, 99502

Please RSVP with the procurement officer with how many will attend so we can make accommodations for you.

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

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

SEC. 1.08 RETURN INSTRUCTIONS

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

Department of Transportation and Public Facilities
Division of Program Management and Administration
Attention: **Ben Wright**
Invitation to Bid (ITB) Number: **2527H066**
ITB Title: **ANC AIRPORT RAMP SNOW AND ICE CONTROL**
2200 East 42nd Ave. Room 110
Anchorage, Alaska 99508

If submitting your bid via email, the entire bid may be emailed to dotcrprocurement@alaska.gov and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **10mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than **10 megabytes**, and each email must comply with the requirements described above.

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

It is the bidder's responsibility to contact the issuing agency at **907-269-0796** to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO BIDS

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

SEC. 1.11 AMENDMENTS TO THE ITB

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

SEC. 1.12 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released		08/07/26
Site Inspection	10:00 AM	08/17/26
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	08/21/26
Bid Evaluations Complete		08/26/26
Notice of Intent to Award		08/26/26
Contract Issued		09/08/26

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

SEC. 1.13 ALTERNATE BIDS

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

SEC. 1.14 SUPPORTING INFORMATION

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

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

SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

1. Scope of Work (SOW) and Specifications

This ITB is intended to result in a contract for snow and ice control services for Airside Ramp and Taxi lane locations for the Ted Stevens Anchorage International Airport (ANC). The scope of work and approximate areas in need of service are described below and identified on the attached area maps. Service dates are from **November 1st through April 30th**.

1.1 Contractor Responsibilities.

The contractor shall supply the equipment, personnel, and supervision necessary **to provide winter contaminant (snow, sleet, slush, ice, etc.) plowing services as described below**. The contractor shall conduct all work in such a manner as to protect State resources.

- A. COMPLIANCE. The contractor shall comply with all applicable Federal, State, and Local laws, regulations, codes, ordinances, and written directives. The Contractor must comply with all applicable State and Federal labor wage and hourly rates, safety, and associated laws, which have a bearing on the services provided. Additionally, all vendors are subject to the requirements listed within the latest version of the **ANC Airport Operations Manual**.
<https://dot.alaska.gov/anc/documents/resources/TSAIA-Airport-Operations-Manual.pdf>
- B. SERVICES/STANDARDS. The contractor shall provide supervision, labor, and specified equipment/supplies to perform effective snow and ice control to allow safe access to/from ANC ramps and associated facilities. The specific performance standards within this SOW as well as industry best practices shall be utilized to ensure safety, quality, and efficiency.
- C. SAFE PRACTICES. Acceptable safe practices must be followed in the performance of work under a contract resulting from this ITB. The contractor must comply with all standards prescribed by the FAA, ANC, the

State of Alaska, Department of Labor, and Division of Labor Standards and Safety. The safety of the public, and employees are to be considered at all times. Smoking is prohibited within the AOA (Airport Operations Area).

- D. EQUIPMENT AND RESOURCES. The contractor's equipment must be suitable for the performance of this contract and must meet all pertinent State, Federal, and Airport regulations. Equipment must have current maintenance/inspection records in each vehicle cab, listing dates of inspection, deficiencies, and any corrective actions.

D.1. MANDATORY MINIMUM EQUIPMENT LIST FOR CONTRACT SERVICES.

The Contractor must possess the following equipment to meet the requirements of this contract (See Table E1.). **This equipment must be stored on airport premises at all times from November 1st through April 30th.** See notes on Table E.1. for details.

* Copies of Title, Registration, purchase or lease agreements, or other documentation which clearly demonstrates the bidder has/will have the required equipment (or an ANC-approved equivalent or substitute) in their possession prior to 11/01/26 must be submitted with the bid. In addition, the Bidder must complete and submit the Equipment Specification Worksheet and provide a logistics plan demonstrating that all required equipment will be delivered to the project site, staged as necessary, and fully operational no later than 11/01/26. The logistics plan may consist of shipping and handling quotations, transportation schedules, supplier confirmations, or other documentation that clearly demonstrates anticipated lead times and the scheduled delivery dates for all required equipment.

Item #	Minimum Qty.	Table E1.
1	5 each	Wheel loader with competent operator. • 2015 or newer • 390 HP minimum • 60,000 lb minimum operating weight (Example: Caterpillar 980)
2	5 each	Snowplow attachment compatible with above wheel loader: • Minimum 24 ft. wide containment plow with wings/side plates • Minimum 4 ft. high • With rubber or poly cutting edge
3	2 each	Bucket attachment compatible with above wheel loader: • 6-8 cu. yd. capacity
4	1 each	Crew Cab 4x4 Pickup: • 2015 or newer
5	1 each	High Speed Runway Sweeper • 2006 or newer • 20 ft width • Steel bristles

D.2. **TELEMATICS.** At the time of bid, the bidder shall provide documentation demonstrating that all contractor-supplied equipment is (or will be prior to contract start date) equipped with active GPS telematics devices capable of tracking the equipment's current and historical location including the telematic software/hardware provider, subscription dates, etc. The bidder shall also submit a description of how telematic real-time and historical location data will be made continuously accessible to the ANC Project Manager on a 24/7 basis, including the method of access, reporting capabilities, and designated points of contact for technical support.

D.3. **STORAGE.** ANC will allow storage of the above-listed equipment on airport property. ANC will not be held liable for 3rd party damage to

contractor's equipment when stored on ANC property.

D.4. COMMUNICATION EQUIPT. The contractor must allow for a direct line of communication between contractor drivers/equipment operators and ANC personnel. ANC will provide 2-way radios to contract personnel for this purpose. The contractor will be held responsible to replace/repair damaged, lost, or stolen radio equipment supplied by ANC.

D.5. FAULTY/DOWNED-EQUIPMENT. If equipment becomes inoperable or is replaced during the period of performance, the contractor must notify the Project Manager with the change and provide new titles, registrations, or lease agreements. The contractor must be able to show they meet the mandatory minimum equipment list at any time during the period of performance for a fully executed contract resulting from this ITB. The Contractor will be responsible for providing an alternate equipment plan for scheduled services in the event the Contractor's equipment becomes faulty. This plan will be provided to ANC procurement upon request. At no time will faulty equipment be an excuse for not performing a particular service described in the contract documents. Alternate equipment must be available and be delivered to the facility within two hours of determination of need due to breakdown of dedicated equipment. This requirement is to assure all services are provided as scheduled in these contract documents.

E. PETROLEUM SPILL AND LEAKAGE. The contractor is responsible for all initial response and cleanup actions necessary to control spills or equipment leakage during the performance of this contract in accordance with ANC and Alaska Department of Environmental Conservation (ADEC) regulations-at no added cost to ANC. If equipment is stored on-

site, appropriate measures shall be taken to prevent leaks or spills and have at each equipment storage location appropriate spill response equipment/materials. Failure to take reasonable, immediate corrective action may result in the State taking action as outlined in Defective Work section.

- F. **SPILL CONTROL.** The contractor shall immediately notify the Project Manager and prepare and submit a spill report whenever there is a suspected or confirmed leak, spill or release of oil, hazardous and/or regulated substance, during the performance of this contract. The report shall be delivered to the Project Manager (via email and hard copy).
- G. **ACCIDENT REPORTING.** Vehicular and personal injury accidents must be reported immediately to ANC Police at: 907-266-2555 for emergencies and 907-266-2411 for non-emergencies. The AFM Field Foreman shall also be immediately notified for all accidents/injuries @ 907-748-2306. The contractor will notify the Project Manager as soon as practical, but not later than, four (4) hours after ALL accidents/incidents. Notification will include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; photos of damage; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.).
- H. **DEFECTIVE WORK & DAMAGES:** The contractor shall, at their own expense, remedy and correct any defect in service work performed identified by the Project Manager. The contractor shall, without additional cost to the State or property owner, make good and be fully responsible for all injury and/or damage to persons or property, including aircraft, vehicles, equipment, snow-covered objects, airfield light fixtures, signs, NAVAIDS, curbs, sidewalks, vegetation, turf, and paved surfaces resulting from the contractor's or contractor's employees' fault or negligence. This includes workmanship which is

inferior, defective, or not in accordance with the terms and conditions of this Invitation to Bid. See “Obstructions” and “Restoration” sections for more information. Where or when a defect in the contractor's work could result in injury to a private citizen or State employee, the State reserves the right to immediately correct the deficiency using the most expedient method available (State employee or private contractor), and deduct the cost incurred from monies owed the contractor.

1.2 Contractor Experience and Personnel Requirements.

The contractor must have at least 3 years’ experience in airport AIRSIDE construction and/or snow removal operations.

Experience documentation required at time of bid submission (dates, airport/airfield location, and point of contact for verification).

The Contractor Coordinator assigned to this contract shall possess a minimum of three (3) years of progressively responsible experience supervising airport airside construction, airfield maintenance, or snow removal operations of similar size, complexity, and operational environment. The Contractor Coordinator shall demonstrate experience coordinating personnel, equipment, and work activities in an active airfield environment while maintaining compliance with applicable safety and operational requirements. Documentation of the Contractor Coordinator’s qualifications and relevant experience shall be submitted with the bid and is subject to approval by the State.

Additionally, the contractor shall employ competent Contractor Site Supervisors capable of training and guiding employees on methods of accomplishing the work performance and quality standards of this contract. Supervisory personnel shall have in-depth knowledge of contract requirements, procedures, supplies and equipment. All Contractor Coordinators and Site Supervisors are required to be fluent in written and spoken English.

- A. A. CONTRACTOR COORDINATOR. The Contractor shall designate, a Contractor Coordinator and at least one alternate who shall serve as the primary points

of contact for all matters related to contract performance, quality control, scheduling, and operational coordination with the State Project Manager. Unless otherwise directed by the State Project Manager, the Contractor Coordinator or designated alternate shall have full authority to make operational decisions on behalf of the contractor in accordance with the Scope of Work, commit personnel and equipment, authorize corrective actions, and otherwise bind the Contractor in matters relating to the daily performance of this contract.

The Contractor shall ensure that either the Contractor Coordinator or an approved alternate is available at all times throughout the term of the contract. The designated representative shall be reachable 24 hours per day, seven days per week by telephone and shall acknowledge notifications from the State Project Manager without delay. Upon request by the State Project Manager, the Contractor Coordinator or alternate may be required to report to the project site upon notification of any customer complaint, safety concern, operational issue, or contract service deficiencies. Failure to maintain the required availability or response times may be considered a failure to perform under the terms of this contract. The Contractor shall notify the State Project Manager in writing of any change in the designated Contractor Coordinator or alternate as soon as practicable, and no later than the effective date of the change.

- B. PERSONNEL GUIDELINES. The Contractor Coordinator is responsible for enforcing the following guidelines:
- A competent Contractor Site Supervisor who can speak, read, and write English fluently must be physically present at ANC at all times during scheduled services.
 - Contractor employees appearing to be under the influence of alcohol or drugs shall not be permitted on the

- premises.
- Contractor employees shall not use or tamper with any federal or state property while performing services under a contract resulting from this ITB.
 - No business solicitations from Contractor or contractor employees, to solicit additional private business from building occupants, shall be allowed during performance of services under contract. This also prohibits notes or advertisements posted to bulletin boards.
 - Failure to enforce the above guidelines will be grounds for contract cancellation.
- C. SECURITY/BADGING. The contractor shall ensure operators and necessary personnel have appropriate SIDA (Secure Identification Display Area) badging and associated security clearances to enable unescorted access in and out of AOA/airside ramp spaces. Such badging will require initial training as indicted in the [ANC Airport Operations Manual](#), see Section 3-“Ramp Driving Authorization/Authorized Access”. The contractor shall coordinate/obtain badging from the ANC badging department prior to the start of the winter season (ANC Badging office phone number: (907) 266-2409). The State/ANC will require at least one contractor representative to become an “authorized signatory” in order to
- sponsor additional company employees. It is the responsibility of the Contractor to ensure this requirement is met with minimum delay. **The contractor will pay all fees associated with obtaining appropriate badging.**
- D. APPEARANCE/CLOTHING/VEHICLE DECALS. Contractor personnel shall present a neat appearance. Contractor vehicles and personnel shall be easily recognizable while on the installation in conjunction with this contract. This shall be accomplished through vehicle decals and the wear of distinctive clothing, vests, overcoats, or hats, bearing the company name or logo. The coloring or design of the items selected should be

such that identifies personnel easily and quickly for reasons of safety and personal protection. ANSI/ISEA 107, Class 2 (or greater) reflective vests/coats shall be worn when personnel are outside of vehicles. The State is authorized to restrict the employment under the contract of any contractor employee or prospective contractor employee, who is identified as a potential threat to health, safety, security, general well-being, or operational mission of the airport.

- E. EXPERIENCED/QUALIFIED EMPLOYEES. The contractor and all employees shall be capable and experienced in the contract work to be performed. The State may require removal of any worker from the work area whose continued employment on the premises is deemed contrary to the public or State's best interest.
- F. NO MINORS: No minors under the age of eighteen (18) years, including family members of the contractor or their employees, are to be on the property/facility during contract work hours and are prohibited from performing any work under a contract resulting from this ITB.

1.3 Contract Start-up Meeting. Prior to beginning any work on the contract, the Contractor Coordinator or approved designee will meet with the State Project Manager at a mutually agreed upon time and location. The purpose of the meeting will be to discuss the Contractor and State Project Manager's expectations, review the scope of work and specifications, and exchange contact information. The following information will be provided at the meeting:

- A. CONTRACTOR TO PROVIDE:
 - Contractor Coordinator, and alternate, contact information.
 - A list of Contractor Site Supervisors and contact information
 - A copy of contractor's quality control procedures.
 - Names of employees, operators, and any back-up personnel and copies of their state driver's license or state ID for ANC access approval.
 - A list of all equipment proposed to be used by the Contractor in performing services under the contract (this is in addition to the

mandatory minimum equipment
documentation submitted with a bid).

B. STATE PROJECT MANAGER TO PROVIDE:

- Briefing on project and project management including service area priorities
- Briefing on ANC spill response procedures.
- Briefing on safety protocols and expectations for each service location under this ITB.
- Briefing on how payment is to be issued.
- Briefing on how to document crew response/arrival times and departure times.

1.4 Definitions and Technical Description of Services. The contractor shall provide all supervision, specified equipment, and labor to provide snow and ice control services to allow safe access to and use of all the identified facilities and areas, on the attached maps.

- A. CALL-OUT (CO). This involves a call to the contractor requesting plowing service at a specific location or all locations indicated on the attached maps.
- B. CALL-OUT AND HOURLY COMPENSATION. A weather event resulting in any accumulation of snow, sleet, slush, or other frozen contamination may result in a call-out (CO). No minimum or maximum number of call-outs, equipment hours, or equipment utilization is guaranteed under this contract.

At the time of each call-out, the Project Manager or their designee will specify the initial number of loader assets requested. The number of loader assets mobilized for any call-out shall be at the sole discretion of the State Project Manager or their designee and will be based on operational requirements, weather conditions, and anticipated workload.

During a call-out, the Project Manager or their designee may increase or decrease the number of loader assets in service at any time as conditions warrant. The Contractor shall

promptly mobilize additional equipment or demobilize equipment as directed. No minimum number of equipment assets or minimum number of operating hours is guaranteed for any individual call-out.

Call-outs may be issued at any time, 24 hours per day, 7 days per week, including holidays. The Contractor should anticipate that call-outs will typically occur when snow accumulation approaches 2 inches; however, call-outs may be issued for lesser accumulations or other winter weather conditions when operationally necessary. For prolonged or continuous weather events, additional or extended call-outs may be issued. Although snow accumulation may exceed 2 inches prior to a call-out, the Project Manager and Contractor will work cooperatively to initiate operations before accumulation becomes excessive.

Compensation shall be based solely on the hourly rates established in the Bid Schedule for the actual number of loader or other assets authorized by the Project Manager or their designee and the actual hours worked by those authorized assets. Payment will not be based on the type, depth, or condition of the snow or other frozen contamination.

- C. OPERATIONAL COORDINATION. Due to the dynamic nature of airport operations, the Contractor shall maintain ongoing communication with Airport Operations, as directed by the State Project Manager, to facilitate the efficient performance of work. This communication will primarily occur through the Contractor Site Supervisor or designated alternate and may include information regarding aircraft movements, gate occupancy, aircraft parking locations, operational priorities, temporary closures, safety considerations, and other real-time operational conditions that may affect the Contractor's work. The Contractor shall promptly adjust work activities,

sequencing, and equipment deployment as necessary to accommodate changing operational conditions while continuing to meet the performance requirements of this contract. Nothing in this section shall relieve the Contractor of its responsibility to perform the work in accordance with all contract requirements, nor shall communication with Airport Operations be construed as authorization to deviate from the contract without direction from the State Project Manager.

- D. OBSTRUCTIONS. Prior to the first snowfall of each contract year, the contractor will note any unmarked obstructions or potential obstructions in service areas and communicate the location of such obstructions to all contracted employees. Employees responsible for performing services must be made aware of the locations of obstructions prior to performing services. Identifying obstructions or potential obstructions by means such as photos and/or video is encouraged. Obstructions include, but are in no way limited to, manhole covers, 400Hz vault access covers, in-pavement light fixtures, elevated light fixtures, signs, light poles, utility access covers, rip rap, and curbs.
- E. SNOW PLOWING/SNOW REMOVAL. Snow plowing and snow removal means all plowing and stacking/piling of snow that has fallen or deposited in the identified service areas on the attached maps and removal of built-up, packed snow or ice from plowed areas. The contractor must plow and remove snow from areas identified on the attached maps according to the direction of the Project Manager.

SERVICE AREA PRIORITIES. The order in which ramp areas are cleared will be determined by the Project Manager based on operational requirements and prevailing conditions. The service area will be divided into designated zones. Prior to and during snow removal

operations, the Contractor's supervisor will receive directions from the Project Manager regarding the priority sequence for each zone. Priorities may be adjusted at any time to accommodate aircraft occupancy, airfield operations, safety considerations, weather conditions, or other operational needs.

The service areas identified in the Contract Documents represent the anticipated primary work locations. The State reserves the right to add, remove, substitute, or temporarily redirect the Contractor to perform services in other Airport-owned or controlled areas when operational, safety, maintenance, construction, or emergency conditions warrant. Unless otherwise directed by the State, such work shall be performed in accordance with all applicable requirements, response times, and contract unit prices established under this contract.

- F. SNOW STORAGE. The contractor will not be expected to haul snow off-site but will be required to stack snow in areas designated on attached maps (if applicable). Snow shall be piled in the exact locations shown on the attached diagrams. Snow piles shall be stacked to minimize the overall footprint of the pile, and to minimize traffic impedance to the greatest extent possible.

1.5 Service Requirements. All services shall be performed according to the specifications and directions prescribed in this Invitation to Bid. All contract work shall be completed without interfering with the proper performance of State business or work being done by other contractors. ANC Airfield Maintenance reserves the right to conduct additional, supplementary snow and ice control/snow plowing/snow removal within any service area at any time.

- A. SERVICE AREAS BOUNDARIES. as identified in the attached area maps, must be serviced according to the direction of the Project Manager.
- B. AIRCRAFT CLEARANCES. Contractor's equipment/vehicles shall maintain safe distances from aircraft. When aircraft are parked in the

areas in need of service, all equipment, vehicles, and plow attachments shall not penetrate the zone directly surrounding parked aircraft as indicated on the attached diagrams. At no time shall vehicles, equipment, or plowing attachments pass underneath any portion of an aircraft.

- C. RESPONSE TIMES. When a call-out is initiated, unless otherwise specified by the Project Manager, plow equipment is expected to arrive at the ramp area(s) in need of service within 1 hour. If all ramp areas are in need of service, the contractor may service the sites simultaneously or successively in accordance with the above-mentioned priorities unless otherwise specified by the project manager. A cell phone Text notification to airport personnel (as determined by the project manager) will be required to indicate the time/date response (plowing) commences for each call out.
- D. 24/7/365 SERVICE. The contractor will be required to provide snow and ice control services seven days a week, including weekends and holidays, at any time of day or night.
- E. SNOW PILES. Contractor shall ensure all snow is pushed and stacked within the designated snow collection areas/snow piles (See attached maps). To the greatest extent possible, snow shall not be allowed to accumulate in a manner that would restrict aircraft movement or create wingtip obstructions. Snow shall not be plowed against any fence (minimum 10' clear space required), buildings, equipment, telephone poles, fire hydrants, or storage containers without written authorization by the State Project Manager. If established snow piles become too large/unmanageable, the contractor will check with the project manager or designee before using alternative areas to stack/store snow.
- F. GATES, DOORS, AND DUMPSTERS are to be free and clear of snow and ice. A minimum of 24" on each side of the gate's length in the open and closed position. Gates will have unobstructed operation. Dumpsters are to be free and clear of snow and ice a minimum of 24" in front to allow for unobstructed access by foot or vehicle. At no

time shall snow be piled up or plowed in front of gates, doors or dumpsters.

- G. BERMS. Creating snow and/or ice berms that could restrict aircraft or vehicle movement is strictly prohibited.

1.6 Quality Control, Inspections and Deficiencies. All services shall be performed according to the specifications and directions prescribed in this Invitation to Bid. All contract work shall be completed without interfering with the proper performance of State business or work carried out by other contractors.

- A. WORK INSPECTIONS. The Contractor or Contractor's Designee shall, upon notification by the State, be present at the contract site to conduct an inspection with the agency's representative. Inspections with the State's representative may take place anytime and at the sole discretion of the Contracting Agency (ANC-Airfield Maintenance). If the Contractor fails to appear for an inspection or a deficiency is not corrected within the stated period of time, the Contracting Agency may hire another firm to correct the deficiency and invoice the contractor for the cost. The contractor's failure to pay the State may interfere with the full payment for services rendered during the next invoicing cycle. Any carryover of non-corrected deficiencies will be considered a Breach of Contract. The Project Manager reserves the right to perform inspection of work at any time, with or without the contractor or contractor's designee present.
- B. CORRECTION OF DEFICIENCIES. All deficiencies must be brought into compliance with contract specifications; work to begin within four (4) hours of the notice and be actively engaged in continuous on-site effort until all deficiencies comply with contract specifications. Any carryover of non-corrected deficiencies may be grounds for the State to declare the contractor in default.

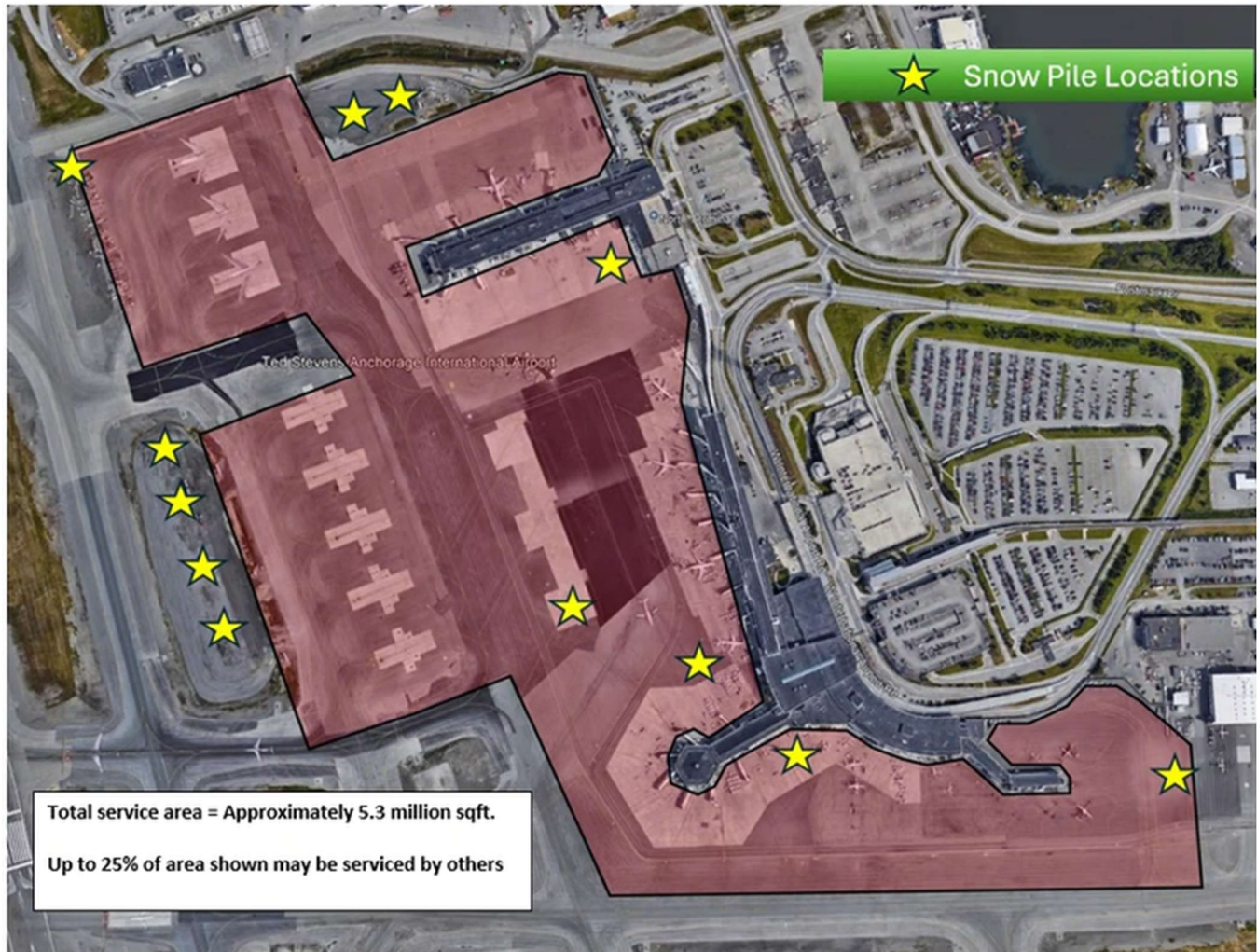
1.7 Restoration. Upon conclusion of the snow season, the contractor shall perform restoration of areas and/or objects affected by snow removal activities.

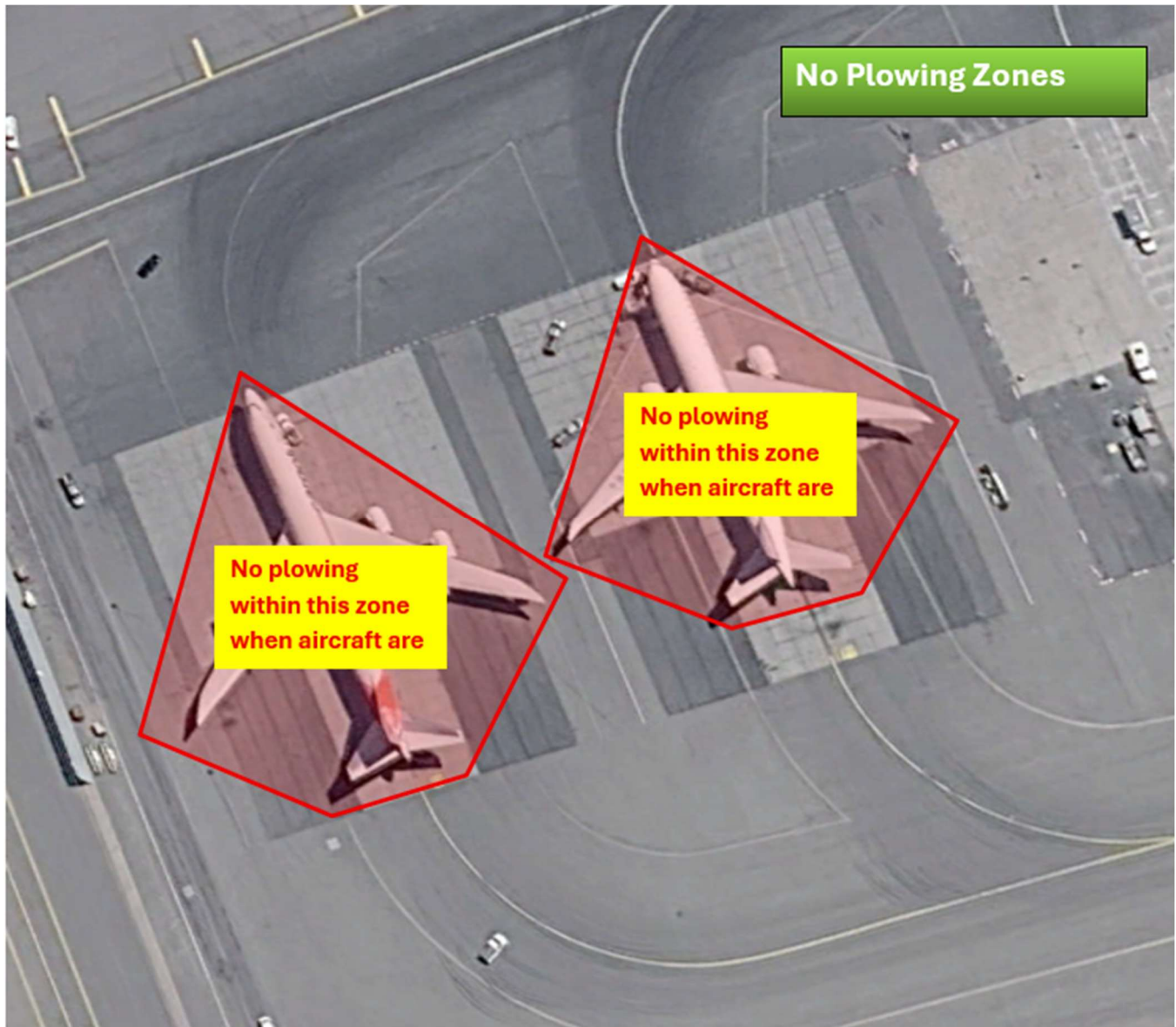
- A. RESTORED TO PREVIOUS CONDITION. All areas in need of service (see attached maps) and their surrounding areas disturbed by the contractor's snow removal activities shall be restored to conditions which existed prior to the disturbance. This item and all restoration subcategories below will be considered incidental to the bid and no added compensation shall be allowed.

1.8 Additional Services: The following additional service requests and hourly rates will not be included as part of the bid evaluation but may be requested by the project manager. ANC may or may not utilize these services and may seek other remedies depending on availability and pricing.

Additional Services/Equipment Requirements	Hourly Rate
Snow Hauling with 30-35 yard load (side dump load). *If requested, snow will be hauled to an airside snow dump within airfield perimeter	

MAPS OF SERVICE AREAS:





END SCOPE OF WORK

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately **9/10/2026**, through **4/30/2027**, with the option to renew for **FOUR (4)** additional **ONE YEAR** terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

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

SEC. 2.03 CONTRACT TYPE

This contract is a **FIRM FIXED PRICE** contract.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

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

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

SEC. 2.05 ELECTRONIC PAYMENTS

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

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

SEC. 2.06 CONTRACT ADMINISTRATION

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

SEC. 2.07 CONTRACT PRICE ADJUSTMENTS

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

The Contractor or State may request a **THREE (3) percent** 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 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. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

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

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

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

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

SEC. 2.09 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SEC. 2.10 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.13 LIQUIDATED DAMAGES

The state will include liquidated damages in this contract to ensure its timely completion. The amount of actual damages will be difficult to determine therefore it is mutually agreed that the contractor will pay the State damages at the rate of **\$60.00 per hour** for each man-hour spent needed to correct the issue according to this ITB & Scope of Work; and the cost of Equipment rental based off State Equipment Fleet (SEF) posted rental rates.

- The state will notify the contractor through email prior to enforcing the damages clause of this agreement.
 1. This notification will include the following: areas of concern, # of man-hours involved and cost.
 2. Cost of Equipment from SEF posted rental rates.

If the contractor is unable to perform the work, the damages clause will be enforced at the rates specified above. By signature on this ITB, the bidder acknowledges and agrees to the terms and conditions listed above

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 2.15 EQUIPMENT INSPECTION

Equipment offered may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

SEC. 2.16 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured required state approvals necessary and issued a written contract amendment.

SEC. 2.17 CONTINUING OBLIGATION OF CONTRACTOR

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

SEC. 2.18 BILLING INSTRUCTIONS

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

SEC. 2.19 ESTIMATED QUANTITIES

The estimated annual use quantities referenced in this ITB are only estimates and may vary more or less from the quantities actually purchased. The state will use the estimated annual use numbers for the evaluation and award of the ITB, but the state does not guarantee any minimum purchase.

SEC. 2.20 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. 2.21 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. 2.22 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 **\$1,000,000** combined single limit per occurrence, and **\$2,000,000** aggregate.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of **\$5,000,000** 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 GUARANTEE – PERFORMANCE BOND

Bid Guarantee

Bidders must obtain a bid guarantee **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 guarantee for this contract is **\$10,000**. The bid guarantee 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 guarantee 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 guarantee of each unsuccessful bidder will be returned as soon as practical after award has been made. Bids submitted without a bid guarantee will be rejected.

Performance Bond

The amount of the performance bond must be equal to the entire dollar value of a bidder's offer and must remain in effect for the full term of the contract including any renewal cons. If the contractor fails to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the state prior to the date of award of the contract. A bidder's failure to provide the performance bond, within the required time, will cause the state to reject the bid or cancel the contract.

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 and responsibility. Bids deemed non-responsive or non-responsible will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

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

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

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

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

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

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

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

Alaska Military Skills Program Preference Certification

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

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

SEC. 4.06 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.07 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.08 PREFERENCE QUALIFICATION LETTER

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

certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

SEC. 4.09 EXTENSION OF PRICES

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

SEC. 4.10 METHOD OF AWARD

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

SEC. 4.11 NOTICE OF INTENT TO AWARD

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 5.03 AUTHORITY

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

SEC. 5.04 COMPLIANCE

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

SEC. 5.05 SUITABLE MATERIALS, ETC.

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

SEC. 5.06 SPECIFICATIONS

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

SEC. 5.07 WORKMANSHIP AND MATERIALS

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

SEC. 5.08 CONTRACTOR SITE INSPECTION

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

SEC. 5.09 ORDER DOCUMENTS

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

SEC. 5.10 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/reports-office-to-monitor-and-combat-trafficking-in-persons/>

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

SEC. 5.11 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 5.12 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.13 DISCLOSURE OF BID CONTENTS

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. 5.14 ASSIGNMENTS

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

SEC. 5.15 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 5.16 DEFAULT

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

SEC. 5.17 DISPUTES

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

SEC. 5.18 SEVERABILITY

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

SEC. 5.19 CONTRACT CANCELLATION

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

SEC. 5.20 GOVERNING LAW; FORUM SELECTION

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

SEC. 5.21 QUALIFIED BIDDERS

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

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

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

SEC. 5.22 FEDERALLY IMPOSED TARIFFS

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

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

SEC. 5.23 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Attachment A Bid Schedule
- 2) Attachment B Bid Submission Cover Sheet and AK Bidder Form
- 3) Attachment C Equipment Specification Worksheet

BID SCHEDULE

Service dates: November 1st through April 30th. See Scope of Work maps for areas of service.

Item	Description	Estimated Hours (No Guaranteed Minimums or Maximums)	Price per Hour	Total (Estimated Hours X Price per Hour)
1	980 Loader with 24' Section Plow with Operator	2500		
2	Contractor Site Supervisor with Pickup	500		
3	Runway Sweeper with Operator	50		
	Grand Total			

- Do you have a minimum of THREE (3) years' experience in airport AIRSIDE construction and/or snow removal operations? **Check one: YES** ☐ **NO** ☐
 - Did you include a certified or cashier's check for \$10,000 for the Bid Guarantee? **Check one: YES** ☐ **NO** ☐
- (Failure to answer the above questions may cause your bid to be considered non-responsive and be rejected)

BIDDER'S INFORMATION:

 Company Name

 Contact

 Mailing Address

 Phone Number

 City, State, Zip
DOCUMENTS REQUIRED AT TIME OF BID OPENING

Failure to submit this information with your bid may cause your bid to be non-responsive, and your bid will be rejected:

- Complete and submit Page 1 of the ITB
- Bid Submission Cover Sheet and AK bidder form
- Bid Guarantee Check, in the form of a certified or cashier's check made payable to The State of Alaska
- Copies of Title, Registration, purchase or lease agreements, or other documentation which clearly demonstrates the bidder will have the required equipment in their possession prior to 11/01/26 for all equipment (see Scope of Work, Table E1)
- Equipment Specification Worksheet
- Contractor's experience documentation
- Contractor Coordinator experience documentation
- Logistics plan guaranteeing the required equipment will be onsite and operational no later than 11/01/26 (see SOW 1.1.D.1.)
- Explanation of telematics system to be used, and how data will be shared with ANC Project Manager
- Complete and submit Bid Schedule
- All Mandatory Return Amendments (if applicable)

DOCUMENTS REQUIRED BEFORE CONTRACT AWARD:

- Alaska Business License
- Proof Of Insurance
- Performance Bond

ATTACHMENT B

Bid Submission Cover Sheet

PROJECT INFORMATION

ITB NUMBER: _____
PROJECT NAME: _____

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.	☐ YES ☐ NO
2	The bidder confirms that it has the financial strength to provide and/or perform and maintain the services required under this ITB.	☐ YES ☐ NO
3	The bidder accepts the terms and conditions set out in the ITB and agrees not to restrict the rights of the state.	☐ YES ☐ NO
4	The bidder confirms that they can obtain and maintain all necessary insurance as required on this project.	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ NO
7	The bidder complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	☐ YES ☐ NO
8	The bidder complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	☐ YES ☐ NO
9	The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964.	☐ YES ☐ NO
10	The bidder can provide (if requested) financial records for the organization for the past three years.	☐ YES ☐ NO
11	The bidder has not had any contracts terminated by the State of Alaska (within the past five years).	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ 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.	☐ YES ☐ NO
17	The bidder is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	☐ YES ☐ NO
18	The bidder certifies they comply with the laws of the State of Alaska.	☐ YES ☐ NO
19	The bidder confirms their bid will remain valid and open for at least 90 days.	☐ YES ☐ NO

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

Number	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to consider a bid non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity services to be provided by the bidder.

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

☐ YES ☐ NO

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

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

FEDERAL REQUIREMENTS

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

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?	☐ Yes ☐ No
Alaska Veterans Preference: Do you believe your firm qualifies for the Alaska Veteran Preference?	☐ Yes ☐ No
Alaska Military Skills Program Preference: Do you believe your firm qualifies for the Alaska Military Skills Program Preference?	☐ Yes ☐ 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)?	☐ Yes ☐ 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)?	☐ Yes ☐ 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)?	☐ Yes ☐ 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?	☐ Yes ☐ 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)?	☐ Yes ☐ 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)?	☐ Yes ☐ 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)?	☐ Yes ☐ 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)?	☐ Yes ☐ No

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

1	Incorporated or qualified to do business under the laws of the state?	☐ Yes ☐ No
If yes, enter the current Alaska Corporate Entity Number:		

Indicate below how your business is organized:

1	Is your business a Sole Proprietorship and the Proprietor is a resident of the state?	☐ Yes ☐ No
2	Is your business a Limited Liability Corporation organized under AS 10.50 and ALL members are residents of the state?	☐ Yes ☐ 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?	☐ Yes ☐ No
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?	☐ Yes ☐ No
2	A partnership under AS32.06 or AS32.11 and a majority of the members are Alaska veterans?	☐ Yes ☐ No
3	A limited liability company organized under AS10.50 and a majority of the members are Alaska veterans?	☐ Yes ☐ No
4	A corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans?	☐ Yes ☐ 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 National Guards, or the Alaska Naval Militia; and,
- B. Was separated from services under a condition that was not dishonorable.

4	Do you certify the individual(s) indicated in items 1-4 above meet this definition and can provide documentation of their service and discharge in necessary?	☐ Yes ☐ No
---	---	--

Alaska Military Skills Program Preference Questions

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

Per 36.30.321(I), does your business:

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