

STATE OF ALASKA

INVITATION TO BID (ITB)



MUKLUK FIRE DEBRIS REMOVAL SERVICES

ITB 270000005

SEPTEMBER 15, 2026

THE STATE OF ALASKA, DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, IS SOLICITING BIDS FOR DEBRIS-REMOVAL SERVICES CAUSED BY THE MUKLUK FIRE IN TOK, ALASKA.

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

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

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

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

DEPARTMENT OF MILITARY AND VETERANS' AFFAIRS

DIVISION OF ADMINISTRATIVE SERVICES

PROCUREMENT OFFICER:

JANNAH ALAGANO

PHONE: (907) 428-7222

EMAIL: MvaDasProcurement@alaska.gov

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The State of Alaska, Department of Military and Veterans Affairs (DMVA), Division of Administrative Services, on behalf of the Division of Homeland Security and Emergency Management (DHS&EM), is soliciting bids from qualified contractors to provide debris-removal services caused by the Mukluk Fire in Tok, Alaska

SEC. 1.02 BUDGET

Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management, estimates a budget of between \$700,000.00 to \$800,000.00.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **September 25, 2026**, Alaska Time on **2:00 p.m.**, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for a bid to be considered responsive, the bidder must demonstrate at least five years of relevant experience performing work of similar scope and complexity to the services required by this ITB.

The bidder's experience must include work involving one or more of the following:

- debris removal, solid-waste management, environmental cleanup, disaster-response services, or comparable work;
- mobilizing personnel, equipment, or materials to remote or logistically constrained locations;
- coordinating transportation, disposal, backhaul, or other logistics necessary to complete comparable work; and
- maintaining project records sufficient to support invoicing, quantity verification, regulatory compliance, or other contract documentation requirements.

Experience of proposed subcontractors may be considered where the subcontractor will perform the portion of work for which the experience is relevant. The prime contractor must nevertheless demonstrate the ability to manage and coordinate overall contract performance.

Bidders shall provide sufficient information with their bid for the State to verify the experience described above, including the project name, customer, approximate dates of performance, description of work performed, and customer contact information.

A bidder's failure to demonstrate the required experience may cause the 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 prior to the deadline for receipt of bids. This will allow the State to determine whether an amendment is required before bids are opened and will help prevent the opening of a defective solicitation upon which award cannot be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.07 RETURN INSTRUCTIONS

Bids must be submitted electronically by email to MvaDasProcurement@alaska.gov and must be received by the deadline identified in Section 1.03.

The subject line of the email must include:

ITB 270000005 – Mukluk Fire Debris Removal Services

The complete bid, including all required forms, attachments, and supporting documentation, must be included with the email submission.

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

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

It is the bidder's responsibility to contact the issuing agency at 907-428-7222 to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO BIDS

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

SEC. 1.10 AMENDMENTS TO THE ITB

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

SEC. 1.11 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released		September 15, 2026
Deadline for Receipt of Bids / Bid Due Date	2:00 P.M.	September 25, 2026
Anticipated Bid Evaluations Complete		Week of September 25, 2026
Anticipated Notice of Intent to Award		Week of September 25, 2026
Anticipated Contract Issued		Week of September 25, 2026

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 Military and Veterans Affairs, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be

responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.12 ALTERNATE BIDS

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

SEC. 1.13 SUPPORTING INFORMATION

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

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

SEC. 1.14 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

The contractor shall provide emergency non-construction debris-removal and debris-management services caused by Mukluk Fire at Tok, Alaska in accordance with **Attachment 1: Scope of Work**.

The work may include debris collection, identification, segregation, removal, hauling, processing, reduction, recycling where appropriate, and final disposal of eligible Mukluk Fire debris.

The contractor shall perform work only in communities, locations, and work areas authorized by the State and only in accordance with the contract, Attachment 1, the awarded pricing, and written direction issued by an authorized State representative.

Permanent landfill improvements, permanent disposal infrastructure, unrelated facility upgrades, and other permanent improvements to real property are outside the scope of this procurement unless separately reviewed and authorized by the State through an appropriate procurement action.

Attachment 1 is incorporated into and made part of this ITB.

SEC. 2.02 CONTRACT TERM

The contract term will begin on the date of award and continue through February 14, 2027. Authorized field work shall be completed within two (2) months after contract award, or upon completion and acceptance of all authorized field work, whichever occurs first. After field work is accepted, the contractor shall submit complete final documentation and payment information no later than February 14, 2027. The State may extend the term only by written amendment.

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 resulting from this ITB will be a fixed-price contract utilizing unit-price and/or lump-sum pricing, as specified in the Bid Schedule.

For unit-priced items, payment will be based on the actual quantity of work authorized, performed, documented, and accepted by the State, multiplied by the applicable contract unit price.

For lump-sum items, payment will be based on completion and acceptance of the applicable work in accordance with the contract.

The State does not guarantee that all estimated quantities or line items will be utilized.

Each line item in the Bid Schedule identifies the contractual unit of measure applicable to that activity. A single debris load will not be paid under both a weight-based and a volume-based line item. Weight-based payment will be used when a certified scale ticket is available; the volume-based fallback unit price will be used only when a certified scale ticket is unavailable, as specified in Attachment 2. Destination weights, disposal records, manifests, and other quantity records may be used for reconciliation and verification without creating duplicate payment.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

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

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

SEC. 2.05 ELECTRONIC PAYMENTS

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

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

SEC. 2.06 CONTRACT ADMINISTRATION

Administration of the contract is the responsibility of the Procurement Officer, or an authorized designee of the Department of Military and Veterans Affairs, Division of Administrative Services.

The State may designate one or more DHS&EM project representatives to provide day-to-day project coordination, monitor contractor performance, verify quantities and supporting documentation, inspect work, coordinate site access, and recommend acceptance of completed work.

The State may designate authorized debris monitors or other project personnel to validate load tickets, conveyance capacities, percentage-full determinations, debris classifications, shipment manifests, disposal records, and other quantity or performance documentation required by the contract. Verification or acceptance of these records does not authorize additional work and does not constitute approval of a change to contract scope, price, term, or other contractual requirements.

DHS&EM project representatives do not have authority to modify the contract, authorize work outside the awarded scope, increase the contract amount, change contract pricing, extend the contract term, waive contract requirements, or otherwise bind the State to a contractual change.

Any change to contract scope, price, term, or other contractual requirement must be authorized in writing by the Procurement Officer through the appropriate procurement or contract amendment process.

The contractor shall promptly notify the Procurement Officer if it receives direction that it believes would change the scope, price, schedule, or other material requirement of the contract and shall not proceed with the affected work until written authorization is issued.

SEC. 2.07 CONTRACT PRICE ADJUSTMENTS

Contract prices shall remain firm for the duration of the contract. No price adjustments will be allowed except through a written contract amendment issued by the Procurement Officer in accordance with applicable State procurement requirements.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The primary location of performance is at Tok, Alaska and other authorized staging, transportation, backhaul, disposal, or recycling locations necessary to complete the work described in Attachment 1, Scope of Work, and any written work authorization issued by the State.

The State will not provide office or workspace for the contractor. Unless expressly identified as State-furnished in the contract or a written work authorization, the contractor is responsible for providing all temporary facilities, equipment staging, lodging, and other accommodations necessary to perform the work.

Bid prices must include all labor, supervision, equipment, materials, temporary facilities, mobilization and demobilization, transportation, freight, marine or barge logistics, lodging, meals, fuel, supplies, overhead, profit, and other incidental costs necessary to perform the applicable pricing item, unless the Bid Schedule expressly provides otherwise.

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 SUBCONTRACTORS

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

Subcontractor experience shall be considered in determining whether the bidder meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

The prime contractor remains fully responsible for the performance of all subcontractors and for ensuring that subcontracted work complies with all contract requirements. All subcontractor work, quantities, load tickets, manifests, labor and equipment records, disposal documentation, and other supporting records must be identified and maintained in sufficient detail to allow the State to determine the subcontractor performing the work and reconcile the work to the applicable area, debris stream, Bid Schedule line item, and final disposition.

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

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

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

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

SEC. 2.10 JOINT VENTURES

Joint ventures are acceptable. If submitting a bid as a joint venture, the bidder must submit with its bid a copy of the joint venture agreement identifying the principals involved and their respective rights and responsibilities regarding management, contract performance, and payment.

The joint venture will be considered the contractor for purposes of any contract resulting from this ITB. All payments will be made directly to the joint venture and not separately to individual joint venture members.

SEC. 2.11 INSPECTION, ACCEPTANCE, AND CORRECTION OF WORK

All work performed under this contract is subject to inspection, verification, and acceptance by the State. The State may use reasonable means to determine whether work is being performed in accordance with the contract, including field inspection, review of load tickets, manifests, quantity records, disposal documentation, photographs, monitoring records, and other supporting documentation required by the contract.

If work or supporting documentation does not comply with contract requirements, the State may require the contractor to correct the deficiency at no additional cost to the State. Correction may include reperforming deficient work, providing missing or corrected documentation, resolving quantity discrepancies, or taking other actions necessary to bring the work into compliance with the contract.

Inspection, monitoring, verification, or acceptance by a State representative does not relieve the contractor of responsibility for full compliance with the contract and does not constitute authorization for additional work or a change to contract scope, price, or term.

The State may withhold acceptance or payment for work that is incomplete, deficient, unsupported, duplicated, unreconciled, or otherwise not in compliance with the contract until the deficiency is corrected to the State's satisfaction.

Substantial failure to perform in accordance with the contract may result in termination, recovery of amounts paid for unacceptable work, and any other remedies available to the State.

SEC. 2.12 EQUIPMENT AND CONVEYANCE INSPECTION

All equipment, vehicles, trailers, roll-off containers, vessels, and other conveyances used in performance of this contract may be subject to inspection by the State or its authorized representative prior to use and during contract performance. Equipment must be in good repair, safe and suitable for its intended use, and capable of performing the work for which it is provided.

Where a vehicle, trailer, roll-off container, or other conveyance will be used to establish quantities for payment or documentation purposes, the contractor shall make the conveyance available for pre-certification by the State or its authorized debris monitor. Pre-certification may include verification of the conveyance's unique identification number, dimensions, and volumetric capacity.

A conveyance that has been modified in a manner that affects its certified capacity may not be used to establish payment quantities until it has been re-certified.

State inspection or certification does not relieve the contractor of responsibility for the condition, safety, suitability, or lawful operation of its equipment.

SEC. 2.13 LIQUIDATED DAMAGES

The State will include liquidated damages in this contract to assure its timely completion. The amount of actual damages will be difficult to determine. For the purposes of this contract, the State has set the rate of liquidated damages at \$3,500 per calendar day, not to exceed 10% of the awarded contract amount. This amount is based on the estimated daily cost of maintaining a reduced field monitoring crew in Tok if the removal contractor fails to mobilize on time or ceases authorized work. DHS&EM will have independent debris monitors under Task Order PW 0002 (Tidal Basin / Michael Baker), and the current contract rates are \$137.08 per hour for a PA Technical Specialist and \$165.50 per hour for a Program Supervisor. The \$3,500 daily figure represents a reasonable pre-estimate of additional monitoring and project administration costs rather than a penalty. It is based on a reduced deployment of two Technical Specialists and one Program Supervisor working eight-hour days, totaling approximately \$3,517.28, which has been rounded to \$3,500. This rate is not based on the full authorized monitoring crew, which would be significantly more expensive and could be perceived as punitive.

If the contractor fails to begin mobilization within 10 days after the Contract Award, fails to complete mobilization within 21 days after the Contract Award, or ceases authorized operations for more than 48 consecutive hours without State approval, the State will begin to collect liquidated damages starting the day after the applicable missed deadline or the third day of an unapproved work stoppage. Liquidated damages will continue to accrue until the contractor is mobilized and performing authorized work or until the State terminates the contract.

SEC. 2.14 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. 2.15 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. 2.16 BILLING INSTRUCTIONS

All Invoices must be organized by debris stream, and applicable Bid Schedule line item and must identify the quantity, contractual unit of measure, contract unit price, and extended amount being billed.

Each payment request must include sufficient supporting documentation to allow the State to verify the work performed and reconcile billed quantities from the point of origin through transportation and final disposition.

As applicable to the work being invoiced, the contractor shall submit:

- Debris quantities by type (C&D, vegetative, white goods, electronics, hazardous materials, etc.)
- standardized electronic load-ticket register;
- origin load tickets and quantity records;
- barge, container, or shipment manifests;
- certified scale tickets and disposal receipts;
- disposal reconciliation records;
- invoice crosswalk identifying the supporting records associated with each billed line item; and
- any additional documentation required by Attachment 1, Scope of Work, or reasonably requested by the State to verify the invoiced work.

Payment is contingent upon receipt of complete and satisfactory supporting documentation. The State may withhold payment for quantities that are unsupported, duplicated, improperly mixed or allocated, unreconciled, or otherwise cannot be verified until the discrepancy is documented and resolved.

All invoices must also include:

1. Contract number and title;
2. Billing period;
3. Bid Schedule line item;
4. Quantity and contractual unit of measure;
5. Contract unit price and extended amount;
6. Total amount billed;
7. Date submitted for payment; and
8. Contractor name, contact information, and Alaska vendor number.

Invoices must be submitted in accordance with the billing instructions provided by the State in the contract award documents

SEC. 2.17 ESTIMATED QUANTITIES

Quantities identified in this ITB and the Bid Schedule are estimates for bidding, evaluation, planning, and contract administration purposes only. Actual quantities may be greater or less than the estimated quantities based on conditions encountered during performance and work authorized by the State.

The State does not guarantee that any estimated quantity or individual Bid Schedule line item will be utilized. Payment for unit-priced work will be based only on actual quantities authorized, performed, documented, verified, and accepted by the State, multiplied by the applicable contract unit price.

Estimated quantities used for bid evaluation do not establish a minimum purchase commitment by the State.

Quantities expressed in one contractual unit of measure will not be converted to another unit for payment purposes using a generalized density or conversion factor unless such conversion is expressly provided for in the contract.

SEC. 2.18 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.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- Right-of-Entry / Indemnify and Hold Harmless forms and any attached affidavits
- Property-owner names, contact information, signatures, and proof-of-ownership or occupant information
- Private-property addresses, parcel/lot numbers, GPS coordinates, maps, and access instructions
- Insurance information, no-insurance affidavits, and related eligibility or ownership records
- Photographs, load tickets, monitoring records, and other documents that identify a specific private property or owner

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. 2.19 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. 2.20 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 of Alaska shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. If the insurer does not notify the State of Alaska on policy cancellation it shall be the contractor's responsibility to notify the State of Alaska of such cancellation.

Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and may be grounds for termination of the contract. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21. All policies for general liability shall be primary and non-contributing with any insurance that may be carried by the State of Alaska.

The contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and contractor shall ensure that the State is an additional insured on insurance required from subcontractors.

Policies written on a “claims-made” basis must have a two-year tail of coverage, or an unbroken continuation of coverage for two years from the completion of the contract requirements.

2.1 Workers’ Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and Employers Liability with limits of at least \$1,000,000. Also, where applicable, the contractor shall provide and maintain 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 of Alaska.

2.2 Commercial General Liability Insurance including:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence
- \$5,000 Medical Payments

The policy must name the State of Alaska as an “additional insured” and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim, to include: owned, hired, and non-owned. The policy must name the State of Alaska as an “additional insured” and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance.

SECTION 3. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

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

BIDDER'S CERTIFICATION

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

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

If any bidder fails to comply with the certifications above, the state reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

CONFLICT OF INTEREST

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

SEC. 3.02 PRICES

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness 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(l)
- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

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

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

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service

members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or

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

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

Alaska Military Skills Program Preference Certification

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

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

SEC. 4.06 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.07 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.08 PREFERENCE QUALIFICATION LETTER

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

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

SEC. 4.09 EXTENSION OF PRICES

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

SEC. 4.10 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder based on the Evaluated Total shown in Attachment 2. The Evaluated Total includes Line 1 and Lines 3 through 8. Line 2 is a fallback unit price and is not included in bid evaluation. Line 9 is a reimbursable actual-cost item and is not included in bid evaluation. To be considered responsive, bidders must provide all prices required by Attachment 2.

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 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 5.02 AUTHORITY

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

SEC. 5.03 COMPLIANCE

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

SEC. 5.04 SUITABLE MATERIALS, ETC.

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

SEC. 5.05 SPECIFICATIONS

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

SEC. 5.06 WORKMANSHIP AND MATERIALS

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor is responsible for the quality of all services performed under this contract.

Work that is improperly performed or does not conform to the requirements of the contract must be corrected or reperformed by the contractor at the contractor's risk and expense and at no additional cost to the State.

SEC. 5.07 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. 5.08 HUMAN TRAFFICKING

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

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

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

SEC. 5.09 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. 5.10 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. 5.11 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. 5.12 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. 5.13 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. 5.14 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. 5.15 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. 5.16 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. 5.17 CONTRACT CANCELLATION

- 1) The state reserves the right to cancel the contract at its convenience upon **90** 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. 5.18 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. 5.19 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. 5.20 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. 5.21 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 1:** Scope of Work
- 2. Attachment 2:** Bid Schedule
- 3. Attachment 3:** Standard Agreement Form for Goods and Non-Professional Services – Appendix A, General Conditions (Sample Only)
- 4. Attachment 4:** Certification of Entitlement to the Alaska Bidder Preference
- 5. Attachment 5:** Federal Debarment Certification
- 6. Attachment 6:** Federal Contract Provisions for FEMA-Funded Procurements
- 7. Attachment 7:** Bidder Checklist

ATTACHMENT 1

SCOPE OF WORK

Disaster Debris Removal Services – Mukluk Fire

City of Tok, Alaska (Unincorporated City / Unincorporated Borough)

State of Alaska Department of Homeland Security and Emergency Management (DHS&EM) acting as Applicant
Disaster Assistance Program (mirroring FEMA Public Assistance Category A – Debris Removal)

1. Project Overview and Purpose

The Mukluk Fire has generated disaster-related debris that poses immediate threats to life, public health, and safety and/or the economic recovery of Tok. Because Tok is an unincorporated city in an unincorporated borough, DHS&EM acts as Applicant under the State Disaster Assistance Program, which mirrors FEMA Public Assistance Category A debris-removal requirements.

This Scope of Work is for environmental and disaster debris-removal services: identification, segregation, removal, hauling, processing, reduction, recycling where appropriate, and final disposal of eligible Mukluk Fire debris. Work is divided into two independently trackable components that may be performed under the same contract:

- Component 1 – Private Property Debris Removal (PPDR)
- Component 2 – Public Property and Public Right-of-Way Debris Removal

Quantities, locations, debris types, disposal records, and costs for each component shall remain separately identifiable and shall not be combined into undifferentiated line items. Eligibility, reimbursement, and funding determinations are made by the State. The Contractor shall not represent that any activity is FEMA-eligible.

Independent debris monitoring will be provided by DHS&EM through its existing competitively bid master agreement with Tidal Basin / Michael Baker. Debris Monitor personnel assigned under that agreement will provide third-party oversight of this contract and do not perform debris removal. The Contractor shall cooperate fully with those Monitor personnel, provide unrestricted access to sites, records, and operations, and immediately halt work when directed by DHS&EM or the Monitor. Monitor field controls are not eligibility determinations.

Work is time critical. Prompt removal is required to eliminate immediate threats associated with fire-related debris (including hazardous materials exposure, structural instability, vector attraction, further fire hazard, and obstruction of public access, emergency response, and community recovery).

The Contractor shall provide all labor, supervision, equipment, materials, transportation, testing, sampling, permits, certifications, disposal fees, subcontractors, and other resources necessary to complete the authorized work and return each authorized location to a condition in which eligible disaster debris and hazardous materials within the approved scope have been removed and properly disposed of.

Important Scope Boundary: This contract is limited to debris-removal and related environmental services. It does not authorize public improvement construction, permanent repairs, reconstruction, grading, site restoration beyond cleanup of the Contractor's own operations, or other work that meets the definition of construction under AS 36.30.990(7) or applicable State procurement guidance. Written directions from program

staff or change orders may not expand the contract into such work. Any public-improvement construction or other work outside this Scope of Work must be separately classified, authorized, and procured.

2. Geographic Area and Eligible Locations

Work is limited to the community of Tok, Alaska, and immediately surrounding areas affected by the Mukluk Fire, as designated by DHS&EM. Specific private properties, public roads, rights-of-way, public facilities, and other locations will be identified and prioritized by DHS&EM as the project develops.

Based on current Division of Forestry & Fire Protection information, the event has impacted approximately 50 homes and 108 outbuildings / accessory structures. These figures are estimates only, provided for mobilization and pricing scale. They are not a minimum or maximum quantity of work. The number of authorized properties will depend on damage assessments, completed Combined Debris Removal Authorization Packets, eligibility determinations, owner participation, access, and field verification.

Actual debris quantities are unknown and will be determined during performance. The Contractor shall remain flexible as DHS&EM directs changes in locations, priorities, and quantities, while staying within this debris-removal scope. The Interior Alaska operational window is limited; bidders shall account for seasonal weather constraints in mobilization and schedule.

3. Component 1 – Private Property Debris Removal (PPDR)

PPDR is the removal, hauling, processing, reduction, and disposal of eligible disaster-generated debris from specifically identified private properties authorized by DHS&EM. Work is expected to involve a subset of the estimated 50 homes and 108 outbuildings, subject to Section 3.2. The Contractor shall not remove ineligible debris.

3.1 Project Conditions – Anticipated Materials

The Contractor shall recognize that authorized private properties may contain a mixture of burned and partially burned structural components and debris, construction and demolition debris, household contents, appliances and equipment, vehicles and other large items (when authorized), ash and fire debris, asbestos-containing materials (ACM), lead-containing materials, petroleum products and containers, propane cylinders and tanks, batteries (including lithium batteries), pesticides, household chemicals and other hazardous substances, mercury-containing items, and other materials requiring specialized handling, characterization, transportation, or disposal.

The Contractor shall not assume that materials can be commingled or disposed of as ordinary construction and demolition debris. The Contractor shall establish procedures for identifying, segregating, characterizing, handling, transporting, and disposing of each applicable waste stream. Lithium batteries and ash present a fire and dust hazard and shall be isolated, wetted or contained as appropriate, and managed so they are not crushed into general debris loads.

3.2 Eligibility, Combined Debris Removal Authorization Packet, and Access Requirements (PPDR)

Work is limited exclusively to private properties that meet all of the following conditions:

- The property owner (or authorized agent) has completed and signed the Combined Debris Removal Authorization Packet. The Packet includes the Right-of-Entry / Indemnify and Hold Harmless Agreement

authorizing DHS&EM, its agents, contractors, and subcontractors temporary access to the property for debris removal purposes and releasing/indemnifying the State of Alaska, the United States, and their respective agents, employees, and contractors from any and all claims arising from the work; the insurance disclosure affidavit; and the vehicle release, as applicable.

- The Packet includes an insurance disclosure identifying any homeowner's policy in effect at the time of the fire, the carrier, policy number, and whether the policy includes a debris-removal provision and the applicable coverage amount. Insured owners are not excluded. Insurance proceeds attributable to debris removal shall be remitted to the State under DHS&EM program requirements.
- Debris is a direct result of the Mukluk Fire and is located in areas determined by the State to be in the public interest.

No work shall begin on any private property until both of the following have occurred: (1) the fully executed Combined Debris Removal Authorization Packet is on file with DHS&EM and has been verified; and (2) the Contractor has received confirmation from DHS&EM or the Debris Monitor that the property is authorized for work. Confirmation may be provided by inclusion of the property on an authorized list released to the Contractor or by other written notice. Receipt, collection, or possession of a completed Packet by the Contractor does not, by itself, authorize work to begin.

The Contractor may carry blank Combined Debris Removal Authorization Packets and provide them to property owners. The Contractor may accept completed packets and shall promptly transmit them to the Debris Monitor and DHS&EM. Collection or possession of a packet does not authorize work. The Contractor shall not mobilize to a property until DHS&EM or the Monitor confirms the completed Packet is on file and the property is authorized. A Monitor finding that the Packet is missing, incomplete, or unverified is a stop-work condition on that property.

The Contractor shall coordinate access with DHS&EM and the Monitor, avoid unnecessary disturbance of unaffected portions of the property, and immediately notify DHS&EM and the Monitor of access, ownership, Packet, or insurance-disclosure problems. If a Packet is missing, incomplete, or inconsistent with later-discovered insurance coverage applicable to debris removal, the Contractor shall halt work on that property, preserve the site, and wait for written DHS&EM direction. The Contractor shall halt any work on unauthorized private property and shall require subcontractors to do the same. Work outside the authorized scope requires written State approval.

3.3 Pre-Work Site Assessment

Prior to debris removal, the Contractor shall conduct a property-specific assessment identifying, to the extent reasonably practicable: remaining structural components and debris; disaster-generated debris; potential hazardous materials; suspected ACM and lead; petroleum products; propane tanks; household hazardous materials; batteries (including lithium batteries); appliances; utilities and other site hazards (electric, buried tanks, wells, septic); salvageable or excluded personal property; access limitations; and anticipated disposal requirements.

The Contractor shall document the assessment with photographs, written observations, and measurements. The Monitor will observe the pre-work assessment. Where required, materials shall be sampled and tested by qualified personnel and laboratories before removal or disposal. The Contractor shall arrange utility locates

where ground-disturbing work or excavation around burned structures is necessary and shall stop work and notify DHS&EM and the Monitor if an unmarked utility, tank, well, or septic system is encountered.

3.4 Phased Work Requirements (PPDR)

PPDR shall be performed in two sequential phases on each authorized property (or group of properties as directed). The Debris Monitor shall verify that Phase 1 is completed and cleared before Phase 2 begins on each authorized property (or group of properties as directed by DHS&EM). The Contractor shall not commence Phase 2 on a property until Phase 1 clearance has been documented and the Debris Monitor / DHS&EM has not objected.

Phase 1 – Hazardous Material Identification and Removal / Abatement

Identify, segregate, remove, package, transport, and properly dispose of all hazardous materials, household hazardous waste, and other regulated materials from authorized private properties. This includes, but is not limited to:

- Chemicals, fuels, oils, propane tanks, coolants, and other free liquids;
- Lead-acid, lithium-ion, and other batteries (including lithium batteries from electronics, power tools, and other non-vehicle sources; vehicle batteries are addressed as part of vehicle hazardous material recovery below);
- Asbestos-containing materials (ACM);
- Lead-containing materials;
- Mercury-containing materials;
- Petroleum products and containers;
- Propane and other compressed-gas cylinders;
- Pesticides, household chemicals, paints, solvents, and refrigerants;
- PCB-containing materials (if present); and
- Other fire-related hazardous substances or materials requiring special handling.

All haz-mat shall be handled by appropriately qualified personnel in accordance with applicable federal (including EPA and DOT), State of Alaska, and local environmental regulations. Haz-mat shall not be commingled with non-hazardous debris.

Asbestos Handling: Most structures are residential and exempt from EPA NESHAP, which applies to structures of five or more units and to commercial buildings. For older structures with potential asbestos, or fully burned structures where sampling is impossible, the Contractor shall use wet methods during handling, loading, transport, and disposal to prevent fiber release and shall bury the material promptly at the disposal facility. If a structure is subject to NESHAP and is not fully burned, testing may be required. The Contractor must be competent and appropriately certified for asbestos-related work; no DEC asbestos plan approval is required for the residential or fully burned cases described above. Specific questions may be directed to DEC. Where ACM is

suspected or identified and sampling or NESHAP applies, required surveys, testing, notifications, abatement, packaging, transportation, and disposal shall be performed by qualified personnel with full documentation.

The Contractor shall not disturb, crush, pulverize, or otherwise release regulated hazardous materials until those materials have been addressed. The State may require Phase 1 completion at a property before authorizing Phase 2.

The hazardous-materials phase shall include, as applicable: site assessment; identification and characterization; sampling and laboratory testing; establishment of exclusion/control zones; removal and segregation; packaging and labeling; transportation; disposal; and documentation of final disposition. The Contractor shall not proceed with activities that could disturb, crush, pulverize, or otherwise release regulated hazardous materials until the applicable materials have been appropriately addressed. The State may require completion of hazardous-material removal at a property before authorizing general debris removal at that property.

Hazardous materials are not assumed eligible solely because they are located within disaster debris; eligibility shall be determined in accordance with FEMA requirements, and handling shall comply with all regulatory standards regardless of funding eligibility.

Phase 2 – Remaining Debris Removal

After Phase 1 clearance, remove remaining eligible disaster debris, including C&D, white goods, scrap metal, and vehicles. Vehicles shall be removed and recycled or disposed of at an authorized facility, with chain-of-custody documentation and compliance with abandoned-vehicle rules. Vehicle batteries, fuels, oils, coolants, and other fluids shall be recovered and managed under Phase 1 standards and shall not be commingled with non-hazardous debris.

Debris shall be collected from the living, recreational, and working areas of authorized private properties (44 CFR 206.224(b)), taken to authorized staging sites if used, and hauled to the facilities in Section 5. Methods shall minimize dust, debris migration, and damage to surrounding property. Clearance of unused acreage, woodlots, crop or livestock areas, or other ground that is not part of the living, recreational, or working area is not authorized unless DHS&EM specifically directs that portion of the property in writing.

Note on Structural Components: Removal of already-generated disaster debris, including burned structural components that have collapsed or separated and become debris, is within scope. Walls, roofs, chimneys, or other assemblies that remain standing or attached are not debris under this contract. Demolition of standing structures, pulling down leaners, foundation removal, and other construction or public-improvement work are outside this contract and are not authorized by program direction or change order. If DHS&EM later determines that a standing or attached assembly must be taken down, that work requires separate written authorization and, where applicable, separate procurement.

3.5 Debris Segregation and Preferred Recycling

The Contractor shall segregate debris on-site into appropriate waste streams as materials are generated, including hazardous materials, ACM, household hazardous waste, metals, white goods, tires, electronics, vehicles, vegetative debris, C&D, inert materials, and other streams requiring specialized disposal. Mixed loads shall not be disposed of when segregation is required by the facility, regulation, or the State.

Preferred Recycling Routes (to conserve landfill space):

- Scrap metal, burnt vehicles, and white goods (appliances, refrigerators, stoves, water heaters, etc.) should be directed to recyclers rather than landfills wherever practicable.
- K&K Recycling in Fairbanks will accept scrap metal, burnt debris, and burnt cars (fee applies). Anchorage recycling options are also available.
- Tok landfill generally does not accept cars due to space constraints.
- White goods/appliances (even burnt) are typically accepted by recyclers. Freon/refrigerant is presumed already released; the Contractor should remove compressors if practical. Burnt material is often preferred by recyclers (less foam/plastic).
- Vehicles shall be transported to an authorized recycler or disposal facility capable of properly handling burnt or scrap vehicles.

All trucks transporting ash, fire debris, and other fine particulate materials shall have loads covered or contained during transport to prevent loss of material, airborne dust, and contamination along haul routes. Acceptable methods include tarping, burrito wrapping, or equivalent containment appropriate to the material being transported. The Debris Monitor shall verify that loads are properly covered before trucks leave the work site.

3.6 PPDR Documentation

PPDR shall be tracked property-by-property and invoiced to Component 1 only. Official quantity, load-ticket, truck-capacity, and load-site / disposal-site photo records are generated by the Debris Monitor. Contractor documentation requirements are stated in Section 5.9.

4. Component 2 – Public Property and Public Right-of-Way Debris Removal

This component covers eligible disaster debris on public property and public rights-of-way. It does not require a Combined Debris Removal Authorization Packet. No private-property work shall be performed or invoiced under Component 2.

4.1 Scope of Public Property Work

The Contractor shall remove eligible disaster-generated debris from public roads, streets, and rights-of-way (including federal-aid roads as applicable); public facilities, public parcels, parks, and other eligible publicly owned or controlled improved property; and areas necessary to remove debris obstructing safe access to public property and to eliminate immediate threats to life, public health, and safety.

Work includes collection, loading, hauling, processing, reduction, recycling (where appropriate and directed), and disposal of eligible debris; establishment and operation of temporary debris management/staging and reduction sites if required and authorized by DHS&EM; segregation and appropriate handling of different debris types; removal and proper handling of hazardous materials and other materials requiring special treatment; transportation to approved disposal or recycling facilities; and site cleanup limited to removal of debris and materials generated by the Contractor's own operations.

Scope Boundary: Component 2 does not include demolition of public structures or facilities, taking down standing or attached assemblies, permanent repairs, reconstruction, grading, or other public-improvement construction. Such work, if required, must be separately classified and procured.

4.2 Hazardous Materials (Public Property)

Hazardous materials and vehicles encountered on public property shall be handled under the same standards as Section 3.4, including in-state management where lawful, wet methods for potential asbestos, DEC spill reporting, and proper vehicle recycling or disposal.

4.3 Public-Property Documentation

Component 2 quantities and costs shall remain completely separate from Component 1. Official field quantity and ticket records are generated by the Monitor. Contractor documentation requirements are stated in Section 5.9.

5. Shared Operational Requirements (Both Components)**5.1 Measurement and Payment**

Actual debris quantities are unknown at this time and will be determined during performance.

Payment will be based on (a) actual, documented quantities of eligible debris removed and properly disposed of or recycled, using the applicable contract unit price, and (b) documented net disposal and recycling facility charges as a separate reimbursable actual-cost line. Unit prices shall include labor, equipment, transportation, handling, and incidental costs necessary to complete the applicable removal and hauling work, but shall not include landfill tipping fees, recycler fees, or end-use facility charges. For debris loads supported by certified scale tickets, payment will be based on tons. If a certified scale ticket is unavailable for a particular load, payment will use the cubic-yard fallback unit price in Attachment 2 based on certified truck, trailer, or container capacity and Monitor-validated load tickets. The cubic-yard estimate and the 2 CY = 1 ton conversion are provided to establish a fallback pricing basis and do not represent additional debris. A debris load may be paid under only one measurement method.

Specialized items (vehicles, white goods, certain hazardous-materials containers, propane tanks, and similar discrete items) may be priced per each. An optional per-property unit price may be included only as a supplemental line item for pre-work assessment and mobilization to each authorized private property. Per-property or per-lot pricing shall not be the primary payment structure for debris removal and disposal.

The pricing schedule separates the estimated 8,000 tons of debris into 6,800 tons of standard eligible debris and 1,200 tons of Special Handling/Segregation debris for bid-evaluation purposes. Special Handling/Segregation is a subset of the 8,000-ton total and replaces the standard debris-removal line for a load designated and ticketed as special handling. The Contractor shall also provide the required cubic-yard fallback unit price for standard debris when certified scales are unavailable. If a certified scale is unavailable for a load designated Special Handling/Segregation, the State will determine the payable ton equivalent from the Monitor-validated volume using the stated 2 CY = 1 ton conversion and apply the Special Handling/Segregation unit price. All quantities used for payment must be supported by Monitor-validated load tickets, scale tickets when available, certified conveyance capacities when volume-based, and other documentation required by the State and the Debris Monitor. Invoice detail shall tie directly to the Bid Schedule and to documented net disposal and recycling costs.

Invoices shall be submitted on the cycle specified in the contract documents (weekly unless otherwise stated). No invoice shall be paid for a PPDR property unless the Combined Debris Removal Authorization Packet for that property is on file and DHS&EM or the Monitor has confirmed authorization, and unless the invoice is supported

by Monitor-validated load tickets or other approved quantity records and by the disposal/recycling cost documentation required in Section 5.3. Records shall be retained for the period required by State and FEMA closeout and audit rules and shall be made available to the State upon request.

5.2 Ineligible Debris, Salvage, and Personal Property

The Contractor shall remove only eligible disaster-generated debris authorized under this Scope of Work. The Contractor shall not remove ineligible debris, including debris that is not a result of the Mukluk Fire, pre-disaster debris, contractor-generated trash, debris on unused acreage, woodlots, or crop or livestock areas that are outside the living, recreational, or working area of an authorized property (44 CFR 206.224(b)), or any material the Monitor or DHS&EM identifies as ineligible. When an eligibility question arises in the field, the Contractor shall leave the material in place, protect the area as needed for safety, and coordinate with the Debris Monitor or DHS&EM before taking further action. The Contractor shall not decide eligibility.

The Contractor shall not remove, keep, scrap, or dispose of personal property, salvageable items, landscaping, trees, or vehicles that are outside the authorized scope or that lack the applicable Combined Debris Removal Authorization Packet vehicle release. Items flagged by the owner, DHS&EM, or the Monitor as excluded shall be left in place. Discovery of possible human remains, cultural items, or evidence of a crime shall result in an immediate stop-work at that location and notification to DHS&EM and the appropriate authorities.

5.3 Primary Disposal and Recycling Options

- Tok landfill is the primary facility for non-hazardous structural and debris materials (normal structure-type material from the impacted homes and outbuildings). It is already accepting fire debris and is willing to continue accepting such non-hazardous materials. It will not accept hazardous materials and generally does not accept cars due to space.
- Backup: Glennallen Class II landfill if Tok cannot accommodate the volume.
- Both Tok and Glennallen landfills track and bill by volume (cubic yards) and neither has scales. The Contractor shall obtain and retain facility records/estimates (load type, estimated volume, origin, destination, and actual charges or credits) for each load. These facility records support disposal-cost documentation and reconciliation. They do not replace a certified scale ticket when weight-based payment is used, or a Monitor-validated load ticket and certified conveyance capacity when the cubic-yard fallback method is used.
- Preferred recycling: Scrap metal, burnt vehicles, and white goods shall be directed to recyclers rather than landfills wherever practicable (see Section 3.5). K&K Recycling in Fairbanks accepts scrap metal, burnt debris, and burnt cars (fee applies); Anchorage options are also available. Contact information will be supplied by DEC.
- Disposal and Recycling Fees and Reporting: The Contractor shall pay all disposal and recycling costs to the receiving, recycling, and end-use facilities and shall invoice the State for those costs as a separate reimbursable actual-cost line. The reimbursable amount is the documented gross facility fees and charges minus recycling or end-use credits (net cost). The Contractor shall submit itemized reports of actual recycling and disposal costs at the receiving, recycling, and end-use facilities for the materials

generated from the operation, including any adjustments to regular rates for extended operating hours and special handling, and including credits or profits. Any recycling or disposal that results in a profit (usually metal recycling and wood materials at end-use facilities) shall be offset against other recycling and disposal costs on the same invoice cycle so that only net cost is reimbursed. Hazardous-waste and out-of-state shipment charges that cannot lawfully be accepted in-state are part of this same reimbursable net-cost line. The method, detail, and adequacy of material and cost tracking by property and/or segment of public right-of-way will be jointly developed by the State and the Debris Monitor. The Contractor shall adopt and use that tracking and reporting system. The Contractor shall not mark up reimbursable disposal and recycling costs unless the pricing schedule expressly allows a stated handling percentage.

- Regulated and hazardous materials: Use an authorized in-state facility whenever the waste stream can lawfully be accepted in Alaska. Ship out of state only those materials that cannot be lawfully accepted at an in-state facility (including true hazardous waste, because Alaska has no permitted hazardous-waste landfill).

The Contractor is responsible for confirming current acceptance policies, fees, and any required notifications with each facility before hauling. Vehicles shall be disposed of or recycled in the proper manner at an authorized facility. The Debris Monitor shall verify final disposition only at properly permitted or authorized landfills or recycling facilities.

5.4 Temporary Staging / Stockpiling

Temporary stockpiling of scrap metal, vehicles, or other materials is allowed if needed (for example, pending recycler capacity). No formal DEC permit is required. DEC can issue a letter of non-objection or review a simple plan confirming that staging will not create polluted runoff, litter, or other problems. The Contractor shall obtain and retain this documentation for project closeout and FEMA purposes.

If temporary staging is used, the Contractor shall offer locations and best management practices (BMPs) for run-on/run-off control, fire prevention, security, and site restoration for State approval prior to use. Staging areas must be operated so they do not create environmental or public nuisances. The Debris Monitor shall monitor operations at any authorized temporary staging or reduction sites, including verification of site controls, proper segregation, environmental compliance (including any DEC letter of non-objection), fire prevention, security, and accurate quantity accounting, and shall associate loads with the originating component and property/location where required.

5.5 Permits, Regulatory Compliance, and Waste Management

The Contractor shall obtain all necessary federal, State, and local permits, authorizations, and clearances prior to commencement of any work. This includes environmental permits, landfill/recycler acceptance authorizations, and any specialized permits for hazardous materials or temporary sites. Copies of all permits and acceptance confirmations shall be provided to DHS&EM and the Debris Monitor before work begins and kept current. The Debris Monitor is not responsible for obtaining operational permits or for originating Combined Debris Removal Authorization Packets, but shall verify that required permits, acceptance authorizations, and completed Packets (for PPDR) are in place before monitoring associated work and shall report any deficiencies. The Monitor may

receive completed Packets transmitted by the Contractor and shall confirm to the Contractor whether each property is authorized for work.

Prior to commencing substantial field operations, the Contractor shall submit a Waste Management and Disposal Plan identifying anticipated waste streams, disposal and recycling facilities (including Tok landfill as primary, Glennallen as backup, preferred recyclers for metal/vehicles/white goods, in-state options for regulated materials that can lawfully be accepted in Alaska, and out-of-state shipment only for materials that cannot be accepted in-state), facility permits or authorizations, acceptance requirements, transportation requirements, hazardous-material procedures, and procedures for materials that cannot be disposed of locally. The Contractor shall obtain written confirmation of acceptance from facilities when required. No waste shall be disposed of at a facility that is not authorized to accept the applicable material.

Work shall comply with FEMA PAPPG and Debris Removal Guidance (Category A) requirements; all applicable environmental laws and regulations governing hazardous materials and solid waste; State of Alaska and local ordinances; and occupational safety and health standards (including OSHA/AKOSH). Final disposition of all debris shall occur only at properly permitted or authorized landfills or recycling facilities.

Alaska State Law – Oil and Hazardous Substance Release Reporting: In accordance with Alaska state law, the Contractor shall immediately report all oil and hazardous substance releases to the Alaska Department of Environmental Conservation (DEC) by calling the DEC Response Team office at 1-800-478-9300 or by reporting online at ReportSpills.alaska.gov. The Contractor shall simultaneously notify DHS&EM and the Debris Monitor of any such report. This requirement applies to both components of the work and to any releases discovered or caused during Contractor operations.

5.6 Health and Safety

The Contractor shall develop and implement a project-specific Health and Safety Plan addressing, at a minimum: hazardous materials (including ACM, lead, lithium batteries, ash, and vehicle fluids); fire-damaged debris and structures; lithium-battery and ash fire risk (isolation, no crushing of battery-containing debris, fire watch as needed); structural instability; heavy equipment; dust control; airborne contaminants; personal protective equipment; site security; public protection; emergency response; spill prevention and response; wet methods for potential asbestos; traffic and flagging; utility hazards; wildlife and cold-weather exposure; and worker training. The Contractor shall comply with applicable OSHA/AKOSH, EPA, ADEC, DOT, and other regulatory requirements.

5.7 Remote Alaska Logistics

The Contractor shall account for the logistical challenges of rural Alaska, including equipment mobilization, fuel, crew housing, temporary staging, disposal and recycling capacity, weather, limited road access, local landfill limitations, and out-of-state transportation of regulated materials that cannot be accepted in-state. Where an in-state facility can lawfully accept a waste stream, the Contractor shall use that option. Where local facilities cannot legally or practically accept a waste stream, the Contractor shall identify an alternative and obtain State approval before transport.

Work hours, sequencing, and priorities shall be as directed by DHS&EM. Public roads and emergency-access routes shall be kept passable. Component 2 work in public rights-of-way, including state-maintained roads, shall include traffic control appropriate to the operation and coordination with ADOT&PF or the road authority when

lane restrictions are needed. The Contractor shall not speak for the State; owner questions about eligibility, insurance, or program decisions shall be referred to DHS&EM. Media inquiries shall be referred to DHS&EM.

5.8 Coordination with Debris Monitor and Other Entities

The Contractor shall work cooperatively with Debris Monitor personnel assigned by DHS&EM under the Tidal Basin / Michael Baker master agreement. The Monitor provides independent oversight of both components, issues and validates load tickets, certifies truck capacities, confirms Packet status for PPDR, and participates with the State in developing the material and cost-tracking system described in Section 5.3. The Debris Monitor cannot modify the scope, price, schedule, quantities, or any other contract terms. The Monitor will not perform debris removal and does not determine eligibility or reimbursement.

The Contractor shall: provide full access to work sites, records, trucks, staging areas, and disposal operations; accept only Monitor-validated load tickets; keep Component 1 and Component 2 quantities, tickets, photographs, invoices, and costs separately identifiable; distribute blank Combined Debris Removal Authorization Packets and transmit completed packets to the Monitor and DHS&EM when received in the field; halt immediately if the Monitor reports a missing or incomplete Packet, unauthorized private-property work, commingled components, or other material deficiencies, and not resume until DHS&EM directs; and incorporate Monitor direction on documentation and field controls.

The Contractor shall also coordinate as directed with DHS&EM, property owners (for PPDR), DEC, and other participating entities. State or Monitor oversight does not relieve the Contractor of contract performance.

5.9 Documentation, Monitoring, and Reporting (Both Components)

Official field records of quantities, load tickets, truck-capacity certifications, and load-site / disposal-site verification are generated by the Debris Monitor. The Contractor shall maintain operational, regulatory, and invoice documentation for each component separately and shall retain copies of Monitor records provided to the Contractor, including as applicable:

- Debris quantities and measurements used for invoicing (by type, phase where applicable, and component) — primarily cubic yards via certified truck capacities and Monitor-validated load tickets, supplemented by facility volume estimates and actual weight when scales are available;
- Property/location identification (with clear distinction between private authorized properties and public locations);
- Copies of before, during, and after photographs with date/time and location metadata as provided by the Debris Monitor, plus any additional photographs the Contractor takes for its own operational record;
- Copies of Monitor-validated load tickets and truck certifications, together with disposal/recycling facility records/estimates obtained by the Contractor (load type, estimated volume or weight, origin, destination); and itemized actual recycling and disposal costs, credits, and offsets by property or public right-of-way segment as required by the State/Monitor tracking system;
- Copies of debris monitoring records and Monitor-validated tickets provided to the Contractor;

- Hazardous-material identification, removal, handling, transportation, and disposal documentation (manifests, chain-of-custody, sampling/laboratory reports, etc.), including specific records for freestanding haz-mat, lithium batteries, ACM, and lead, and identification of whether final disposition was in-state or out-of-state;
- Records of any oil or hazardous substance release reports submitted to DEC;
- GPS/GIS data;
- Daily operational reports, equipment logs, and personnel/labor records;
- Contractor invoices and supporting documentation with costs clearly allocated to Component 1 (PPDR) or Component 2 (Public Property);
- Copies or references for Combined Debris Removal Authorization Packets and confirmation of State or Monitor authorization for all PPDR properties;
- Documentation demonstrating compliance with applicable environmental and other regulatory requirements (including any DEC letters of non-objection for temporary staging); and
- Records confirming no unauthorized private-property work occurred under the Public component and that PPDR work occurred only on fully authorized properties with a valid Combined Debris Removal Authorization Packet.

All documentation shall be organized so the State and the Debris Monitor can readily associate costs, quantities, activities, and disposal/recycling records with the individual property or location where the work was performed, and with the correct component, and shall be provided to DHS&EM and the Debris Monitor in a timely manner. Records shall be retained in accordance with State and FEMA record-retention requirements.

5.10 Change Conditions, Unknown Materials, and Scope Control

The Contractor shall immediately notify the State and the Debris Monitor when conditions are encountered that materially differ from the anticipated site conditions (examples include previously unidentified hazardous materials, suspected contamination, unstable conditions, underground tanks, unknown waste streams, unanticipated quantities, materials requiring specialized disposal, or conditions presenting an immediate threat to workers or the public). The Contractor shall not proceed with work outside the authorized scope until receiving written direction from the State, except where immediate action is necessary to protect life, health, safety, or the environment.

Change Order and Direction Limitations: Any change order or written direction under this contract must remain within the original competed scope of debris-removal and related environmental services and within the authority of the procurement officer. Change orders and program direction may not be used to add public-improvement construction, permanent repairs, reconstruction, grading, site restoration beyond cleanup of the Contractor's operations, demolition of public structures/facilities, or any other work that would constitute a new undertaking or require separate solicitation. Such work, if later determined necessary, must be separately classified, authorized, and procured.

5.11 Final Site Condition

Upon completion of authorized work at each property or location, the Contractor shall remove authorized disaster-generated debris and hazardous materials, remove temporary staging materials generated by the Contractor's operations, clean the work area of debris generated by the Contractor's operations, provide final photographs as required, and submit the required closeout documentation. The Contractor shall not remove, destroy, keep, or dispose of personal property, vehicles, structures, landscaping, trees, or other materials that are outside the authorized scope or that are ineligible, without written authorization from the State.

5.12 Contractor Responsibilities – Summary

Perform only directed, eligible debris-removal work under the two components; keep quantities and costs separate; do not enter unauthorized private property; do not start PPDR without a confirmed Combined Debris Removal Authorization Packet; do not remove ineligible debris—coordinate eligibility questions with the Monitor or DHS&EM; complete Phase 1 before Phase 2; segregate waste streams and use the disposal and recycling routes in Section 5.3; invoice net documented disposal and recycling costs as a reimbursable actual-cost line; leave excluded personal property and salvage in place; report spills to DEC and notify DHS&EM and the Monitor; cooperate with Tidal Basin / Michael Baker Monitor personnel and invoice only from Monitor-validated tickets; stay within the debris-removal scope; and do not represent work as FEMA-eligible.

5.13 Performance, Schedule, and Flexibility

Work is anticipated to begin as soon as practicable after contract award, required permits are obtained, and (for PPDR) properties have a completed Combined Debris Removal Authorization Packet on file and confirmation from DHS&EM or the Debris Monitor that the property is authorized. Debris Monitor personnel under the Tidal Basin / Michael Baker master agreement shall be in place concurrently with (or immediately prior to) the start of debris removal operations. Given the compressed operational window in Interior Alaska, the Contractor shall offer an aggressive mobilization schedule in its bid and shall demonstrate the ability to commence field operations within the number of days after contract award specified in the solicitation. The Contractor shall prosecute the work diligently under DHS&EM direction and prioritization and shall maintain operations at a pace that allows the Debris Monitor to provide continuous coverage of active work under both components.

The Scope provides flexibility for the State to direct and prioritize work as conditions change (including changes in quantities, additional eligible locations, inaccessible properties, or unidentified debris) while maintaining appropriate controls. All changes must remain within the original scope of debris-removal services and applicable procurement authority. Changes shall be managed through the contract change-order process. The approximate property counts (≈50 homes and ≈108 outbuildings) and any other estimates are subject to refinement based on field conditions and eligibility determinations.

5.14 Qualifications and Capabilities

The Contractor (and any subcontractors) shall possess, or the offered team shall collectively possess, all required licenses, certifications, insurance, equipment, and personnel necessary to perform the work, including specialized capabilities for hazardous materials identification, handling, transportation, and disposal (including lithium batteries, asbestos abatement using wet methods, and lead-containing materials), and competence for the asbestos-related work described herein. Required insurance shall be as specified in Section 2.20 of the ITB. The Contractor shall demonstrate relevant experience (through the prime and/or offered specialty subcontractors) performing projects involving disaster debris removal, fire-damaged properties, hazardous-material identification and removal, asbestos handling, hazardous-waste management (including in-state

management where available and out-of-state shipment when required), transportation and disposal/recycling, and operations in remote or rural settings. The prime contractor is not required to hold every specialty certification or experience element itself, provided the offered team collectively meets the requirements and the Contractor identifies all subcontractors and specialty contractors with their relevant qualifications. The Contractor shall designate a qualified Project Manager as the primary point of contact responsible for scheduling, property sequencing, coordination with DHS&EM and the Debris Monitor, subcontractor management, regulatory compliance, waste tracking, safety, quality control, documentation, and project closeout.

5.15 Deliverables

The Contractor shall provide, at a minimum: Project Work Plan; Health and Safety Plan; Hazardous Materials Management Plan; Waste Management and Disposal Plan (identifying Tok landfill as primary, Glennallen as backup, preferred recyclers, in-state options for regulated materials that can lawfully be accepted in Alaska, and out-of-state procedures only for materials that cannot be accepted in-state); property-specific site assessments; sampling and laboratory reports (where applicable); required regulatory notifications; daily activity reports; invoice packages with costs allocated by component and, for PPDR, by property; copies of Monitor-validated load tickets and truck certifications; facility volume records/estimates and scale tickets (when available) from disposal and recycling sites; itemized reports of actual recycling and disposal costs, rate adjustments, and recycling credits/offsets; transportation records; disposal/recycling receipts; waste shipment records (when applicable); copies of photographic documentation provided by the Monitor and any Contractor operational photographs; subcontractor documentation; incident reports; any DEC letters of non-objection for staging; copies or references for Combined Debris Removal Authorization Packets for each PPDR property and confirmation of authorization; property or location completion reports; and a final project report. All documentation shall be organized so the State and the Debris Monitor can readily associate costs, quantities, activities, and disposal/recycling records with the individual property or location where the work was performed and with the correct component.

6. Exclusions

- Work on private properties lacking a fully executed Combined Debris Removal Authorization Packet and confirmation from DHS&EM or the Debris Monitor that the property is authorized for work (Component 1).
- Any debris removal on private property under Component 2.
- Removal of ineligible debris, including debris not resulting from the Mukluk Fire, pre-disaster debris, contractor-generated trash, debris outside the living, recreational, or working areas of authorized private property (including unused acreage, woodlots, and crop or livestock areas) unless DHS&EM specifically authorizes that portion in writing, and any material identified as ineligible by DHS&EM or the Debris Monitor.
- Removal, retention, or sale of personal property, salvage, or vehicles outside the authorized Packet and scope.

- Demolition of standing structures, foundation removal, permanent repairs, reconstruction, grading, site restoration beyond cleanup of the Contractor's operations, or any other work that constitutes public-improvement construction or falls outside debris-removal and related environmental services.
- Activities that would violate FEMA PAPPG Category A eligibility rules.
- Combining PPDR and public-property quantities or costs into undifferentiated line items.
- Any expansion of the contract via change order or program direction into work that must be separately classified and procured.
- Representing that any activity is eligible for FEMA reimbursement, or treating Debris Monitor field controls as an eligibility determination.
- Continuing work on a property after DHS&EM or the Debris Monitor has reported a missing or incomplete Combined Debris Removal Authorization Packet, insurance coverage inconsistent with the disclosure on file, or directed a halt.

Prepared for: State of Alaska DHS&EM / Disaster Assistance Program

Project: Mukluk Fire – Category A Debris Removal (PPDR and Public Property/Right-of-Way), Tok, Alaska

ATTACHMENT 2

BID SCHEDULE

The following bid schedule is based on projected debris quantities developed from the maximum anticipated damage in Tok. Estimates include approximately 50 homes, 108 outbuildings or accessory structures, 2-3 vehicles, 2-3 ATVs, and other potentially associated hazardous materials such as propane tanks. Residential debris quantities are estimated at approximately 110 tons per home, inclusive of ash, debris, and a 3–6-inch soil scrape beneath the structure footprint. These factors have been scaled down from the typical California wildfire parcel estimates of 200–250 tons per residence due to the generally smaller size of Tok homes, their predominantly wood-frame construction, and the significantly lower presence of concrete.

All offered prices must be fully inclusive of the labor, equipment, transportation, handling, insurance, overhead, profit, and other costs necessary to perform the applicable work, except for disposal, recycling, tipping, and end-use facility charges that are expressly reimbursable at documented net actual cost under Line 9. Quantities are estimates for bidding and evaluation only; the State does not guarantee a minimum or maximum quantity. Award will be based on the Evaluated Total described below.

- A. Debris Measurement and Evaluated Pricing. DHS&EM estimates approximately 8,000 tons of eligible debris in total. Of that amount, approximately 1,200 tons are expected to require Special Handling/Segregation and are therefore excluded from the Line 1 standard-debris estimate to avoid double counting. For bid evaluation, the State will use 6,800 tons under Line 1 and 1,200 tons under Line 5. Line 2 provides only a fallback cubic-yard unit price for standard eligible debris when a certified scale ticket is unavailable. The 2 CY = 1 ton conversion is a pricing and fallback-measurement convention; it does not represent additional debris and Line 2 is not included in the Evaluated Total.

Line Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Standard Eligible Debris Removal and Hauling (certified scale ticket required)	Ton	6,800		
2	Standard Eligible Debris Removal and Hauling - volume fallback when certified scale unavailable	Cubic Yard (CY)	0 (Unit Price Only)		NOT EVALUATED

- B. Special and Supplemental Pricing. The following line items are included in the Evaluated Total unless specifically identified otherwise.

Line Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
3	Mobilization	Lump Sum (LS)	1		
4	Demobilization	LS	1		

MUKLUK FIRE DEBRIS REMOVAL SERVICES

Line Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
5	Special Handling/Segregation (replaces Line 1 for designated loads)	Ton	1,200		
6	White Goods Processing	Each	250		
7	Hazardous Materials Coordination	Lump Sum (LS)	1		
8	Equipment Standby (State-approved only)	Hour	40		
9	Disposal/Recycling Facility Charges - documented net actual cost; no markup	Actual Cost	N/A	N/A	NOT EVALUATED
EVALUATED TOTAL = Line 1 + Lines 3 through 8 (Lines 2 and 9 excluded)					

* Special Handling/Segregation (Line 5): The estimated 1,200 tons are a subset of the overall 8,000-ton debris estimate and do not represent additional debris. Line 5 replaces Line 1 for any load designated and ticketed as Special Handling/Segregation. Such a load will be paid only under Line 5 and will not also be paid under Line 1. Line 5 includes the labor, equipment, segregation, special handling, hauling, and other contractor costs necessary to manage the designated material stream. Disposal/recycling facility charges remain separately reimbursable under Line 9 at documented net actual cost. If a certified scale is unavailable for a Special Handling/Segregation load, the State will convert the Monitor-validated volume at 2 CY = 1 ton solely to determine the payable Line 5 ton quantity.

Required Contractor Documentation

- Debris quantities by type (C&D, vegetative, white goods, electronics, hazardous materials, etc.)
- Load tickets for each haul
- Certified scale tickets (if weight-based)
- Truck/trailer/container capacity certifications (if volume-based)
- Pickup location (address, parcel/lot number, GPS point)
- Disposal/staging site information
- Photos of debris impacts and completed removals
- Debris monitoring records
- Applicable permits/authorizations
- Regulatory coordination documentation
- Daily reports and invoices tied directly to the bid schedule
- Separate tracking for ineligible or special-case debris

Payment Requirements

Payment will be based on actual quantities authorized, performed, documented, and accepted. Each debris load may be paid only once: under the applicable standard or Special Handling/Segregation line, and under

either the weight-based or authorized fallback measurement method, not both. Line 2 may be used only when a certified scale ticket is unavailable for a standard debris load. Line 9 reimburses only documented net disposal/recycling facility charges (gross facility charges minus applicable recycling or end-use credits) and is not subject to contractor markup unless expressly authorized by written contract amendment. Contractor invoices must be supported by the documentation required by the SOW and must support State and FEMA monitoring, sampling, audit, and closeout requirements.

Company Name: _____

Company Address: _____

Typed Name/Title of Authorized Representative: _____

Signature: _____

Date: _____

Conflict of Interest Statement

Per Section 3.01, Bid Forms, paragraph titled Conflict of Interest, I certify that my company, or individual(s) employed by my company, that may be working on a contract resulting from this ITB DO ☐ **or** DO NOT ☐ have a possible conflict of interest. If my company, or individual(s) employed by my company DO have a possible conflict of interest, the nature of that conflict is: (include additional page(s) if necessary)

END OF ATTACHMENT 2

ATTACHMENT 3

STATE OF ALASKA					
STANDARD CONTRACT FORM			GOODS AND NON-PROFESSIONAL SERVICES		
The parties' contract comprises this Standard Contract Form as well as its referenced Articles and their associated Appendices					
1.Contract #		2.Contract Title			
3.VSS Vendor #		4.IRIS Transaction ID #		5.AK Business License #	
This contract is between the State of Alaska,					
6.Department of		7.Division		hereafter the State, and	
8.Contractor				hereafter the Contractor	
9.Mailing Address: Street or P.O. Box					
City		State		Zip Code+4	
Point of Contact:		Email Address			
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Contract 2.1: Appendix A (General Conditions), Items 1 through 20, govern contract performance. 2.2: Appendix B sets forth the indemnification and insurance provisions of this contract. 2.3: Appendix C sets forth the scope of work/services to be performed by the Contractor. ARTICLE 3. Period of Performance: The Period of Performance for this contract begins on ?????????? and ends on ??????????. There are ??? renewal options available under this contract to be exercised solely by the state. ARTICLE 4. Consideration: 4.1: In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed: \$????????? in accordance with the provisions of Appendix D. 4.2: When billing the State, the Contractor shall refer to the Agency Contract Number and send the billing to:					
11.Department of		Attn:		Division of	
Mailing Address: Street of P.O. Box					
City		State		Zip Code+4	
Point of Contact		Email Address			
12. CONTRACTOR			13. CONTRACTING AGENCY		
Name of Firm:			Department		Division
Signature of Authorized Representative			Signature of Procurement Officer		
Printed or Typed Name of Authorized Representative			Printed or Typed Name of Procurement Officer		
Date			Date		

NOTICE! This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

APPENDIX A**GENERAL CONDITIONS****1. Inspections and Reports:**

The department may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract. The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, etc.:

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

3. 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

4. Default:

In case of default by the Contractor, for any reason whatsoever, the State of Alaska 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.

5. No Assignment or Delegation:

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the Contractor shall pay all federal, State, and local taxes incurred by the Contractor and shall require their payment by any subContractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the State of Alaska, Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, 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 Agreement, 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.

15. Contract Extension:

Unless otherwise provided, the State and the Contractor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract is 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.

17. Continuing Obligation of Contractor:

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

18. Termination.

- a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

19. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

END OF ATTACHMENT 3

ATTACHMENT 4**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
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MUKLUK FIRE DEBRIS REMOVAL SERVICES

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.

MUKLUK FIRE DEBRIS REMOVAL SERVICES

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
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Alaska Military Skills Program Preference Questions

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

Per 36.30.321(I), does your business:

1	Employ at least one person who is enrolled in, or within the past two years, graduated from, a United States Department of Defense SkillBridge or United States Army career skills program that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or	☐ 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

END OF ATTACHMENT 4

ATTACHMENT 5

FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

Authority: 2 C.F.R. Part 180 and 2 C.F.R. Part 3000.

By signing this certification, the bidder certifies to the best of its knowledge and belief that:

1. Neither the bidder nor any principal, as defined in 2 C.F.R. § 180.995, is excluded or disqualified from participation in covered transactions under 2 C.F.R. Part 180, including as reflected in the System for Award Management (SAM.gov).
2. The bidder will comply with 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, throughout any contract resulting from this solicitation.
3. The bidder will promptly notify the State if its exclusion or disqualification status, or that of a principal, changes before award or during contract performance.
4. The bidder will include the required suspension and debarment term or condition in any lower-tier covered transaction as required by 2 C.F.R. Part 180 and 2 C.F.R. Part 3000.

If the bidder is unable to make any certification above, the bidder must attach an explanation to its bid.

Business Name: _____

Unique Entity Identifier (UEI): _____

Authorized Official (Printed Name and Title): _____

Signature: _____ Date: _____

END OF ATTACHMENT 5

ATTACHMENT 6

FEDERAL CONTRACT PROVISIONS FOR FEMA-FUNDED PROCUREMENTS

PURPOSE AND APPLICABILITY

These provisions apply if Federal Emergency Management Agency (FEMA) financial assistance is used to fund or reimburse any portion of this contract. They supplement the State of Alaska solicitation, contract, and general conditions and do not authorize the Contractor to alter or disregard State requirements. Where a provision requires flow-down, the Contractor shall include the applicable requirement in covered subcontracts and lower-tier contractual instruments.

This attachment is based on 2 C.F.R. Part 200, Appendix II; FEMA's Procurement Under Grants Policy Guide, Version 2.1 (July 2025); FEMA's Contract Provisions Guide available on FEMA.gov as of September 2026; and current U.S. Department of Labor requirements for the Contract Work Hours and Safety Standards Act.

1. Contract Remedies

In addition to all rights and remedies provided elsewhere in the contract or by law, if the Contractor violates or breaches any contract term, the State may exercise appropriate administrative, contractual, legal, or equitable remedies. Remedies may include requiring cure or corrective action; withholding or offsetting payment when authorized; rejection or nonacceptance of deficient work; obtaining replacement performance and recovering resulting excess costs; recovering damages; suspending affected work; terminating the contract for cause or default; and pursuing any other remedy available under the contract, AS 36.30, or other applicable law. These remedies are cumulative and do not limit any other right of the State.

2. Termination for Cause and Convenience

(a) Termination for cause. The State may terminate the contract, in whole or in part, for cause or default in accordance with the solicitation and contract, including for failure to perform, failure to make sufficient progress, violation of a material contract requirement, or failure to cure a deficiency when cure is required and practicable. The State may pursue all remedies available under the contract and applicable law.

(b) Termination for convenience. The State may terminate the contract, in whole or in part, for its convenience by written notice from the Procurement Officer. Upon receipt of the notice, the Contractor shall stop the terminated work as directed, protect State property and work in progress, terminate or settle affected subcontracts as directed, and submit all required final records and invoices. Settlement is limited to payment for accepted work properly performed before the effective date of termination and reasonable, allowable, and unavoidable termination costs, less any amounts owed to the State. Anticipated profit on unperformed work is not recoverable.

3. Contract Work Hours and Safety Standards Act (CWHSSA)

Because this contract exceeds \$100,000 and involves the employment of laborers or mechanics, including watchpersons and guards, the clauses required by 29 C.F.R. § 5.5(b)(1)-(5) are included below. For a contract

subject only to CWHSSA and not another law referenced in 29 C.F.R. § 5.1, the records clause required by 29 C.F.R. § 5.5(c) is also included.

3.1 Overtime Requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

3.2 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in Section 3.1, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of Section 3.1, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by Section 3.1. The \$33 amount reflects the U.S. Department of Labor civil monetary penalty amount in effect for 2026 and is subject to any later adjustment made applicable by law.

3.3 Withholding for Unpaid Wages and Liquidated Damages

(a) Withholding process. The State of Alaska, Department of Military and Veterans Affairs may, upon its own action, or must, upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses in this Section 3 on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to CWHSSA that is held by the same prime contractor. The necessary funds may be withheld from the Contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to CWHSSA and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Contractor liability for which the funds were withheld.

(b) Priority to withheld funds. The U.S. Department of Labor has priority to funds withheld or to be withheld in accordance with 29 C.F.R. § 5.5(a)(2)(i) or § 5.5(b)(3)(i), or both, over claims to those funds by: (1) a contractor's surety, including performance and payment bond sureties; (2) a contracting agency for procurement costs; (3) a trustee in bankruptcy of a contractor, or a contractor's bankruptcy estate; (4) a contractor's assignee; (5) a contractor's successor; or (6) a claim asserted under the Prompt Payment Act, 31 U.S.C. §§ 3901-3907.

3.4 Subcontracts

The Contractor or subcontractor must insert in any subcontracts the clauses set forth in Sections 3.1 through 3.5 and a clause requiring subcontractors to include these clauses in any lower-tier subcontracts. The prime Contractor is responsible for compliance by any subcontractor or lower-tier subcontractor with these clauses. In the event of any violations, the prime Contractor and any responsible subcontractor will be liable for any unpaid

wages and monetary relief, including interest from the date of the underpayment or loss, due to workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

3.5 Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to do so to, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of CWHSSA or its implementing regulations in 29 C.F.R. Part 5;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 C.F.R. Part 5;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 C.F.R. Part 5; or
- (iv) Informing any other person about their rights under CWHSSA or 29 C.F.R. Part 5.

3.6 CWHSSA Required Records Clause

The Contractor and each subcontractor must maintain regular payrolls and other basic records during the course of the work and preserve them for a period of three years after all work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. The records must contain the name; last known address, telephone number, and email address; and social security number of each worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. These records must be made available for inspection, copying, or transcription by authorized representatives of the State of Alaska and the U.S. Department of Labor, and the Contractor or subcontractor shall permit such representatives to interview workers during working hours on the job.

4. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals, as defined at 2 C.F.R. § 180.995, or its affiliates, as defined at 2 C.F.R. § 180.905, are excluded, as defined at 2 C.F.R. § 180.940, or disqualified, as defined at 2 C.F.R. § 180.935.

The Contractor must comply with 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the State. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

7. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the State, which will forward the certification(s) or disclosure(s) as required to the Federal awarding agency.

The Certification Regarding Lobbying included at the end of this Attachment must be completed and returned with the bid or offer when the bid or offer exceeds \$100,000. If lobbying with non-Federal funds is disclosed, Standard Form LLL, Disclosure of Lobbying Activities, must also be submitted.

8. Procurement of Recovered Materials

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962, and 2 C.F.R. § 200.323. This includes, as applicable:

- (i) Procuring only items designated in Environmental Protection Agency guidelines at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, when the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;
- (ii) Procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- (iii) Complying with applicable affirmative procurement requirements for recovered materials identified in EPA guidelines.

To the greatest extent practicable and consistent with law, the Contractor should also purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content; are biobased; are energy- and water-efficient; and are sustainable.

9. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meanings defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as applicable.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the obligation or expenditure of certain Federal award funds on covered telecommunications equipment or services.

(2) Unless an exception in paragraph (c) applies, the Contractor and its subcontractors may not use FEMA grant, cooperative agreement, loan, or loan guarantee funds to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

- i. A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to covered telecommunications equipment or services that are not used as a substantial or essential component of any system and are not used as critical technology of any system, or to other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) If the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or is notified of such by a subcontractor at any tier or another source, the Contractor shall report the information in paragraph (d)(2) to the State, unless the contract establishes another reporting procedure.

(2) The Contractor shall report:

- i. Within one business day after identification or notification: the contract number; order number(s), if applicable; supplier name; supplier unique entity identifier, if known; supplier Commercial and Government Entity (CAGE) code, if known; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within 10 business days after submitting the information in paragraph (d)(2)(i): any further available information about mitigation actions undertaken or recommended. The Contractor shall also describe the efforts undertaken to prevent use or submission of covered telecommunications equipment or services and any additional efforts that will be incorporated to prevent future use or submission.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

10. Domestic Preferences for Procurements

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products. The requirements of 2 C.F.R. § 200.322 must be included in applicable subcontracts and purchase orders under the Federal award.

(a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Access to Records and Record Retention

The Contractor agrees to provide the State of Alaska, any applicable pass-through entity, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever, or to copy excerpts and transcriptions as reasonably needed, and to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract, when applicable.

The Contractor shall retain contract records for the longer of: (1) three years after final payment and completion of the contract; (2) any longer period required by the contract, Federal award, or applicable law; or (3) until all audits, litigation, claims, or other pending matters involving the records have been fully resolved.

In compliance with Section 1225 of the Disaster Recovery Reform Act of 2018, the State and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. Contract Changes and Modifications

No change, modification, amendment, addendum, or change order is valid unless authorized in writing by the State Procurement Officer in accordance with the contract. Oral direction or field-level instruction does not change scope, price, schedule, quantities, or any other material contract term. Where FEMA financial assistance is used, any change must also remain within the scope of the Federal award and satisfy applicable Federal requirements for allowability, allocability, reasonableness, procurement, and documentation.

13. DHS Seal, Logo, and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal, logo, crest, reproductions of DHS agency flags, or likenesses of DHS agency officials without prior written permission from DHS. This requirement includes the seal, logo, crest, flags, and official likenesses associated with FEMA and other DHS components.

14. Compliance with Federal Law, Regulations, Executive Orders, and FEMA Requirements

If FEMA financial assistance is used to fund or reimburse any portion of this contract, the Contractor shall comply with all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives

applicable to the Federal award and this contract. The Contractor acknowledges that FEMA financial assistance may be used to fund or reimburse all or a portion of the contract.

15. No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, the Contractor, or any other party pertaining to any matter resulting from this contract.

16. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, applies to the Contractor's actions pertaining to this contract. Nothing in this clause limits the applicability of other Federal or State civil or criminal laws concerning false, fictitious, or fraudulent statements, claims, or records.

17. Flow-Down to Subcontracts

The Contractor is responsible for determining and including in each subcontract, purchase order, and lower-tier contractual instrument all Federal provisions that apply to that transaction. At a minimum, the Contractor shall flow down provisions whenever a specific clause in this Attachment requires flow-down or whenever Federal law, regulation, or the FEMA award requires the provision to apply at a lower tier. The Contractor remains responsible for compliance by its subcontractors to the extent provided by applicable law and the contract.

CERTIFICATION REGARDING LOBBYING

Appendix A to 44 C.F.R. Part 18

RETURN WITH BID OR OFFER WHEN THE BID OR OFFER EXCEEDS \$100,000.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to the civil penalty provided by applicable law for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor / Company

**Authorized Official (Printed Name
and Title)**

Signature

Date

END OF ATTACHMENT 6

ATTACHMENT 7

BIDDERS CHECKLIST

The following documents are required to be submitted by the bidder with their bid. This list may not be an all-inclusive list. It is the bidder's responsibility to ensure that all mandatory return documents are submitted as required by this ITB and any issued amendments. Required documents must be submitted by the close date and time of this ITB.

A. The following items are required to be completed and returned by the bidder with their bid:

- _____ 1. Completed Cover Page (page 1) of this ITB, **and**
- _____ 2. Completed Bid Schedule (Attachment 2), **and**
- _____ 3. Completed Federal Suspension and Debarment Certification (Attachment 5), **and**
- _____ 4. Completed Certification Regarding Lobbying (Attachment 6), **and**
- _____ 5. Completed Mandatory Return Amendments, if any are issued for this ITB.

B. The following items are required only if the offeror is claiming an Alaska Bidder, Veteran, or other preference.

- _____ 6. Completed Alaska Bidder Preference Certification, if applicable (Attachment 4).
- _____ 7. A Copy of Certification Letter from Department of Labor and Workforce Development, Division of Vocational Rehabilitation, if claiming the Employment Program or Alaskans with Disabilities preference.

Failure to complete and submit any required documentation with your bid will result in your bid being considered non-responsive and being rejected by the State.

**END OF ATTACHMENT 7
END OF ITB**