

STATE OF ALASKA INVITATION TO BID (ITB)



TITLE: **Winter Maintenance Roads & Sidewalks/Paths - Anchorage-Eagle River-Birchwood**

ITB # **2524C040** DATE ITB ISSUED: **NOVEMBER 7, 2023**

This Invitation to Bid (ITB) is intended to result in a contract(s) for snow plowing services, in the Anchorage-Eagle River-Birchwood area **ROADS & SIDEWALKS/PATHS** for the Department of Transportation and Public Facilities, Maintenance & Operations.

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 in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

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 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.

Dan Trubiano Procurement Officer Phone: (907) 269-0862 Email: daniel.trubiano@alaska.gov	1) _____ COMPANY SUBMITTING BID	5) _____ TELEPHONE NUMBER
	2) _____ AUTHORIZED SIGNATURE	6) _____ ALASKA BUSINESS LICENSE NUMBER (Is name on license the same as Item 1?)
	3) _____ PRINTED NAME	7) _____ FEDERAL TAX ID NUMBER
	4) _____ DATE	8) _____ E-MAIL ADDRESS

This procurement is being processed and administered under the DOT&PF delegation of procurement authority in accordance with AS 36.30.270, COB # 03-006, and is a commodity code assigned to DOT&PF by the Department of Administration, Office of Procurement and Property Management for procurement action.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

This Invitation to Bid (ITB) is intended to result in a **contract(s)** for snow plowing services, in the Anchorage-Eagle River-Birchwood area **ROADS & SIDEWALKS/PATHS** for the Department of Transportation and Public Facilities, Maintenance & Operations.

Services will be provided in accordance with the specifications & Scope of Work contained in this ITB. The period of performance will be the winter plowing season from contract award through May 14, 2024, during the contract period.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS & BID OPENING

Bids must be received no later than **2:00PM** Alaska Time on **November 17, 2023**, at which time they will be publicly opened. Late bids will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE AND EQUIPMENT REQUIREMENTS

In order for bids to be considered responsive, bidders must submit the required equipment and staffing table included with the bid schedule that confirms the bidder and the offered staff meet or exceed the following minimum requirements listed below for Equipment & Staff:

ROADS & SIDEWALKS/PATHS:

- The Contractor's General Manager (GM) must have at least two years of demonstrated experience in snow removal activities of a similar nature.
- Equipment Operators must have at least two years of demonstrated experience in the operation of heavy equipment under similar conditions.

ROADS ONLY:

- Dump Truck / Snowplow Drivers must have at least two years of demonstrated experience in the operation of similar equipment.

REQUIRED CONTRACTOR EQUIPMENT: The contractor must, at a minimum, have the following equipment available for use under this contract. All vehicles and equipment must be clearly identified with the name of the company and phone number of the local office on each side of the equipment. The letters for the company name shall be at least three inches high and have proportionate width.

ROADS:

- One (1) Each, Trucks must be GVWR: 33,000 lbs or greater, or State approved equivalent (with warning beacons visible from 360 degrees).
- One (1) Each, 140 H or equivalent with a wing blade attachment with an operating weight around 46,000 lbs. or State approved equivalent (with warning beacons visible from 360 degrees).

SIDEWALKS/PATHS:

- Four (4) Each - 2005 or newer Trackless MT7 sidewalk tractor or equivalent., 50" or 60" snow blower head, Amber strobe top and additionally all equipment shall meet all State of Alaska, Division of Motor Vehicles requirements.

An offeror's failure to submit their Equipment & Staffing table with equipment & individuals that meet or exceed the above minimum requirements will cause their proposal to be considered non-responsive and the proposal will be rejected. The Equipment & Staffing tables are made available, and part of each Lot listed in the Bid Schedule.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

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

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.06 SUBMITTING BIDS

Bids may be submitted by mailing a hard copy, via email or hand delivered. Faxed or verbal bids will not be accepted. If submitting a hard copy, bidders must submit one hard copy of their bid, in writing, to the procurement officer of record in a sealed package. The sealed bid package must be addressed as follows:

If using U.S. mail or a delivery service:

Department of Transportation & Public Facilities
Central Region Procurement, Supplies & Services
Attention: **Dan Trubiano**

Invitation to Bid (ITB) Number: **2524C040**

ITB Title: **Winter Maintenance Roads & Sidewalks/Paths - Anchorage-Eagle River-Birchwood**

2200 East 42nd Ave. Room 110
Anchorage, Alaska 99508

An offeror's failure to submit its bid prior to the deadline will cause the bid to be disqualified. Late bids will not be opened or accepted for evaluation.

ELECTRONIC BID SUBMISSION: If sending electronically; bids must be emailed to dotcrprocurement@alaska.gov no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the maximum size of a single email (including all text and attachments) that can be received by the state is **10mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than **10 megabytes** and each email must comply with the requirements described above.

The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at **(907) 269-0867** or **269-0873** to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

SEC. 1.07 BID FORMS

Bidders shall use the front page of this ITB 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, ITB page 1. The bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;

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

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

CONFLICT OF INTEREST STATEMENT

Each bid shall include a statement indicating whether or not 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. 1.08 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted 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 quoted for services must be quoted 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. 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. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

The State of Alaska is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

SEC. 1.09 VENDOR TAX ID NUMBER

If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

SEC. 1.10 SITE INSPECTION

No scheduled site visit will be held for this solicitation.

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

Any questions potential bidders have must be directed to the procurement officer as required in Section 1.04.

SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of bids.

SEC. 1.12 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. 1.13 AMENDMENTS TO THE ITB

If an amendment is issued, it 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 State of Alaska Online Public Notice website.

SEC. 1.14 ITB SCHEDULE

The ITB schedule set out herein 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		November 7, 2023
Deadline for Receipt of Bids / Bid Opening	2:00PM Alaska Time	November 17, 2023
Bid Evaluations Complete		November 21, 2023
Notice of Intent to Award		November 21, 2023
Contract Awarded to Contractor		December 4, 2023

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation & Public Facilities (DOT&PF), 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. 1.15 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. 1.16 ANNOTATED LITERATURE

Bidders must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.17 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, 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, will cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.18 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

Bidders must provide enough information with their bid to constitute a definite, 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, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT PERIOD

The length of the contract will be from the date of award, approximately **December 4, 2023**, through **May 14, 2024**. This contract contains no options to renew.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility **Kayce Eliason**, Anchorage District Superintendent, CR M&O, Department of Transportation & Public Facilities **or his assigned designee**.

SEC. 2.03 CONTRACT FUNDING

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

SEC. 2.04 CONTRACT EXTENSION

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 written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During 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 for the amendment and issued a written contract amendment.

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed and managed is the contractor's place of business.

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

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor 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 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.10 DEFINITIONS

Definitions:

ROADS & SIDEWALKS:

- **WINTER SEASON:** The winter service season is defined as date of award (approx. Dec 4) through May 14, 2024.
- **PLOWING CYCLE RATE:** The Plowing Cycle Rate is the rate charged each time the road is plowed as required in this ITB.
- **SIDEWALK CLEARING CYCLE RATE:** The Sidewalk clearing Cycle Rate is the rate charged each time the Area paths and sidewalks are cleared as required in this ITB.

SEC. 2.11 SCOPE OF WORK AND DELIVERABLES

Scope of Work:

During the course of winter service season the following as needed services are required:

Worksite Location:

See individual Lots for a complete list of Roads and Sidewalks. **Award** will be made **by lot** to the lowest responsive and responsible bidder. There are four (4) lots. In order to be considered responsive for a lot, all items within the lot must be bid, to include the **Staffing** and **Equipment** tables. Bidders may bid on one or multiple Lots. If awarded more than one Lot **The Contractor must be capable of responding to all Lots awarded to them simultaneously.**

Deliverables:

Deliverable #1 Plowing Services:

The contractor shall provide **on-call** plowing services under the contract 7 days per week including all holidays. Contactor shall mobilize within **4 hours** after being contacted.

The contractor shall commence snow control plowing **upon the direction of the District Superintendent or assigned designee**. At the direction of the District Superintendent depending upon the severity and duration of a storm multiple plow cycles may be needed to meet the required performance targets. If the contractor believes multiple plow cycles will be needed to address a single storm the contractor shall notify the District Superintendent and discuss a storm response plan. The contractor shall notify the District Superintendent within **2-hours** when plowing services are complete in the area.

The contractor shall plow all lanes of travel, including turn pockets, out to the edge of the asphalt. Roads only, not to include pathways or sidewalks.

Driveways, bus stops, mailboxes, signage, lighting, fences, guardrail, and other features shall not be adversely impacted as a result of routine plowing services. Damaged incurred as a result of contractor plowing operations to State or privately owned facilities shall be repaired by the Contractor at their expense.

See attached Snow Removal Performance targets including response times further clarification of service delivery requirements.

Deliverable #2 Sidewalk clearing Services:

The contractor shall provide Path/Sidewalk clearing services under the contract 7 days per week including all holidays. Contactor shall mobilize within **4 hours** after being contacted.

The contractor shall commence Path/Sidewalk clearing **upon the direction of the District Superintendent or assigned designee**. At the direction of the District Superintendent, depending upon the severity and duration of a storm, multiple Path/Sidewalk clearing cycles may be needed to meet the required performance targets. If the contractor believes multiple Path/Sidewalk clearing cycles will be needed to address a single storm the contractor shall notify the District Superintendent and discuss a storm response plan. The contractor shall notify the District Superintendent within **2-hours** when Path/Sidewalk clearing services are complete in the area.

The contractor shall clear the Path/Sidewalk to the edge of the pathways/sidewalks.

Driveways, bus stops, mailboxes, signage, lighting, fences, guardrail, and other features shall not be adversely impacted as a result of routine sidewalk clearing services. Damaged incurred as a result of contractor sidewalk plowing operations to State or privately owned facilities shall be repaired by the Contractor at their expense.

Deliverable #3 ROADS and SIDEWALKS As-Needed Service (call-out):

There may be situations where a As-Needed call out is necessary for minor touch-ups. In the event of an As-Needed service, the District Superintendent or assigned designee will contact the contractor’s identified point of contact to initiate the As-Needed service. It is anticipated the contractor will need at least one person on call for callout situations for a minimum of four (4) hours per As-Needed service. The contractor will be compensated a minimum of 4-hours regardless how long the call-out service entails, if the service extends past the 4-hour window, the contractor will track their time and invoice accordingly and at the per hour rate listed in the bid schedule. Th Contactor shall mobilize within **4 hours** after being contacted.

Deliverable #4 ROADS Required Contractor Equipment:

- One (1) Each, Trucks must be GVWR: 33,000lbs or greater, or State approved equivalent (with warning beacons visible from 360 degrees).
- One (1) Each, 140 H or equivalent with a wing blade attachment with an operating weight around 46,000 lbs. or State approved equivalent (with warning beacons visible from 360 degrees).
- All vehicles and equipment must be clearly identified with the name of the company and phone number of the local office on each side of the equipment. The letters for the company name shall be at least three inches high and have proportionate width.

Deliverable #5 SIDEWALK Required Contractor Equipment:

Four (4) Each - 2005 or newer Trackless MT7 sidewalk tractor or equivalent., 50” or 60 “ snow blower head, Amber strobe top and additionally all equipment shall meet all State of Alaska, Division of Motor Vehicles requirements.

- All vehicles and equipment must be clearly identified with the name of the company and phone number of the local office on each side of the equipment. The letters for the company name shall be at least three inches high and have proportionate width.

SEC. 2.12 WORKMANSHIP & MATERIALS

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the work performed.

SEC. 2.13 ALTERATIONS

The contractor must obtain the written approval from the procurement officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the procurement officer.

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 2.15 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 ESTIMATED QUANTITIES

The quantities listed in the bid schedule are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state will use the estimated use numbers for the evaluation and award of the ITB but the state does not guarantee any minimum or maximum quantity/service.

SEC. 2.17 INFORMAL DEBRIEFING

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

SEC. 2.18 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

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

SEC. 2.19 INSURANCE

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

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

Proof of insurance is required for the following:

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

SEC. 2.20 SERVICE CONTRACT DEFICIENCIES

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

If a deficiency is not corrected within 24 hours, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

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

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS - INVOICES

The contractor will submit detailed invoices for services performed in accordance with ITB Section 2.11 Scope of Work and Deliverables. The State will pay all invoices within thirty (30) days of invoice approval.

Each invoice must identify the:

- Contractor Name,
- Contract number,
- Lot# (location)
- Date(s) when work was performed,
- Type of work performed, and invoiced according the Bid Schedule prices,
- Signed certification that the amount invoiced for is for the services described in the Deliverables, during the period of performance of this contract.

Invoices that fail to identify each of these requirements will be rejected for payment until a corrected invoice is resubmitted.

Invoices for services provided under this contract are to be sent to:

dot.cr.accountspayable@alaska.gov and cassie.raymond@alaska.gov

SEC. 3.02 PAYMENT FOR STATE PURCHASES

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.

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

SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- 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 bids. Bidders must attach a copy of their certification letter to the bid. **A bidder's failure to provide this certification letter with their bid 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

In order 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

In order 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 USE OF LOCAL FOREST PRODUCTS

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

SEC. 4.06 ALASKA PRODUCT PREFERENCE

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

Brand Offered

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

Brand of Product Changes

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product brand continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

SEC. 4.07 LOCAL AGRICULTURE AND FISHERIES PRODUCT PREFERENCE

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

SEC. 4.08 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. 4.09 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. 4.10 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. 4.11 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. 4.12 METHOD OF AWARD

Award will be made by lot to the lowest responsive and responsible bidder. There are four (4) lots. In order to be considered responsive for a lot, all items listed within that Lot must be bid, to include staffing and equipment.

See individual Lots for a complete list of Roads and Sidewalks. **Award** will be made **by lot** to the lowest responsive and responsible bidder. There are four (4) lots. In order to be considered responsive for a lot, all items within the lot must be bid, to include the **Staffing** and **Equipment** tables. Bidders may bid on one or multiple Lots. If awarded more than one Lot **The Contractor must be capable of responding to all Lots awarded to them simultaneously.**

SEC. 4.13 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 mailed 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, in order 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 BRAND AND MODEL OFFERED

Certain items may be designated brand specific. When an item is so designated no substitutions for the brand and model specified will be allowed. In this ITB. If a brand and/or model is specified, no substitutions will be allowed.

SEC. 5.06 LIQUIDATED DAMAGES

Late performance or, the lack of performance by the contractor will cause unacceptable safety risks to the traveling public. As such, in the event the State of Alaska, DOT&PF must perform the required services, it is mutually agreed that the contractor will pay the state damages at the rate of \$5,000.00 dollars for each time the state must perform the required service for each Lot listed in the Bid Schedule.

This payment will be in the form a deduction from the invoice submitted at the end of each month. In the event the contractor's invoice does not include sufficient funding to allow the deduction, the state will invoice the contractor for this cost. By signature on this ITB, the contractor acknowledges and agrees to the Liquidated Damages clause Sec. 5.06.

SEC. 5.07 CONTRACTOR SITE INSPECTION

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

SEC. 5.08 ORDER DOCUMENTS

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

SEC. 5.09 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <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. 5.10 RIGHT OF REJECTION

Bidders must comply with all of 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 of 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.

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 bids;

- do not change the meaning or scope of the ITB;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change or service 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 determines that to be in its best interest.

SEC. 5.11 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.12 DISCLOSURE OF BID CONTENTS

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

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 5.13 ASSIGNMENTS

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

SEC. 5.14 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 5.15 DEFAULT

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

SEC. 5.16 DISPUTES

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

SEC. 5.17 SEVERABILITY

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

SEC. 5.18 CONSUMER ELECTRICAL PRODUCT

AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third-party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

SEC. 5.19 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon thirty (30) calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 5.20 GOVERNING LAW; FORUM SELECTION

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

SEC. 5.21 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 5.22 QUALIFIED BIDDERS

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

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

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

SEC. 5.23 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Bid Response Deliverables Checklist
- 2) Alaska Bidders Preference Certifications Form
- 3) Ordering Information Form
- 4) Bid Schedule
- 5) Project Performance Targets
- 6) Roads & Sidewalk List of locations By Lot

BID RESPONSE DELIVERABLES CHECKLIST:

This checklist is not intended to be an all-inclusive list for all requirements of the ITB. It is the offerors responsibility to ensure all required items and information are addressed in their Bid.

BID RESPONSE DUE AT BID OPENING:

- Completed ITB -Page 1
- Completed Conflict of Interest Statement – **Attachment 1**
- Alaska Bidders Preference Certification Form - **Attachment 2**
- Ordering Information Form – **Attachment 3**
- Completed Bid Schedule for each lot or lots bid. – **Attachment 4**
- All mandatory return Amendments (if applicable)

DOCUMENTS REQUIRED UPON CONTRACT AWARD:

- Alaska Business License
- Proof of Insurance

Conflict of Interest Statement:

Does the company or any individual working on the contract have a possible conflict of interest **No** **Yes**
If yes, please explain the nature of that conflict.



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: _____

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1.	2.
3.	4.
5.	6.

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid no later than the deadline set for receipt of bids.

If you are submitting a bid as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids. [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.

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)
 YES NO

If YES, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)

2) Is your business submitting a bid under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)
 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 per [AS 36.30.990\(2\)\(C\)](#)?
 YES NO

If YES, please complete the following information:

- A. **Place of Business**
 Street Address: _____
 City: _____
 ZIP: _____

“**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 that the **Place of Business** described in **Question 3A** meets this definition?

YES **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that 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\(a\)\(1\)](#)?

YES **NO**

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids per [AS 16.05.415\(a\)\(2\)](#)?

YES **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

YES **NO**

4) Do you certify that the resident(s) 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**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated** or **qualified to do business under the laws of the state?**

YES **NO**

If **YES**, enter your current **Alaska corporate entity number**: _____

B. A **sole proprietorship** AND the proprietor is a resident of the state?

YES **NO**

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

YES **NO**

Please identify each member by name: _____

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

YES **NO**

Please identify each partner by name: _____, _____
_____, _____, _____

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?
 YES NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
 YES NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
 YES NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
 YES NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

YES NO

SIGNATURE

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

Printed Name _____

Title _____

Date _____

Signature _____

ORDERING INFORMATION:

Company Name: _____

Address: _____

#1 Contact Name: _____

Phone: _____

Email: _____

#2 Contact Name: _____

Phone: _____

Email: _____

Instructions:

1. Bidders must offer a rate for each cycle/occurrence for each lot bid.
2. Bidders must offer an As-Needed per hour rate for each lot bid. A minimum of four (4) hours for each call-out will be allotted. For example: If a call-out service only takes 1hr to accomplish, you will be paid for 4hrs minimum.

There may be situations where a As-Needed call out is necessary for minor touch-ups. In the event of an As-Needed service, the District Superintendent or assigned designee will contact the contractor's identified point of contact to initiate the As-Needed service. It is anticipated the contractor will need at least one person on call for callout situations for a minimum of four (4) hours per As-Needed service. The contractor will be compensated a minimum of 4-hours regardless how long the call-out service entails, if the service extends past the 4-hour window, the contractor will track their time and invoice accordingly and at the per hour rate listed in the bid schedule.

The offered rate per each Service listed in each Lot shall be all inclusive and shall include all costs associated with providing the required services.

ESTIMATED QUANTITIES: A quantity of **18** occurrences for Roads & Sidewalks will be used in the bid schedule for bidding purposes and evaluation of bids only. An Estimated quantity of **20** will be used for the as-needed (call-out) services (with the 4-hr block for each call-out in mind)

There are no minimum or maximum number of quantities the roads or sidewalks will be serviced as it is on an as needed basis based on the specifications as seen in this ITB. The contractor shall be compensated monthly by submitting an invoice with the number of occurrences. The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed.

LOT 1 – ROADS Southwest Anchorage

LOT 1	See attachment 6 for <u>Roads</u> listed in Lot 1				
Items	Description	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	Plowing Cycle/Occurrence (for all Roads listed in Lot 1 see attachment 6)	18	Per Cycle	\$	\$
2	As-Needed Service Call out (min 4 hours per call-out)	20	Per Hour	\$	\$
*The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed			Lot 1 Total Cost		\$

LOT 1 - EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.
 See the specification requirements listed on pages 4 & 11

Piece of Equipment #	Brand	Model	Operating Weight
1			
2			
3			
4			
5			
6			

LOT 1 cont.
STAFFING TABLE

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Plow Truck Operator		

LOT 2 – ROADS Southeast Anchorage

LOT 2	See attachment 6 for <u>Roads</u> listed in Lot 2				
Items	Description	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	Plowing Cycle/Occurrence (for all Roads listed in Lot 2 see attachment 6)	18	Per Cycle	\$	\$
2	As-Needed Service Call out (min 4 hours per call-out)	20	Per Hour	\$	\$
*The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed			Lot 2 Total Cost		\$

LOT 2 - EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.
 See the specification requirements listed on pages 4 & 11

Piece of Equipment #	Brand	Model	Operating Weight
1			
2			
3			
4			
5			
6			

**LOT 2 cont.
 STAFFING TABLE**

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Plow Truck Operator		

LOT 3 – ROADS Northeast Anchorage / Eagle River / Chugiak

LOT 3	See attachment 6 for <u>Roads</u> listed in Lot 3				
Items	Description	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	Plowing Cycle/Occurrence (for all Roads listed in Lot 3 see attachment 6)	18	Per Cycle	\$	\$
2	As-Needed Service Call out (min 4 hours per call-out)	20	Per Hour	\$	\$
*The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed			Lot 3 Total Cost		\$

LOT 3 - EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.
 See the specification requirements listed on pages 4 & 11

Piece of Equipment #	Brand	Model	Operating Weight
1			
2			
3			
4			
5			
6			

LOT 3 cont.
STAFFING TABLE

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Plow Truck Operator		

LOT 4 – SIDEWALKS/PATHS Anchorage / Eagle River / Birchwood

LOT 4	See attachment 6 for <u>Sidewalks</u> listed in Lot 4				
Items	Description	*Estimated Quantity	UNIT	UNIT PRICE	EXTENDED PRICE (Qty x Unit Price)
1	Plowing Cycle/Occurrence (for all sidewalks listed in Lot 4 see attachment 6)	18	Per Cycle	\$	\$
2	As-Needed Service Call out (min 4 hours per call-out)	20	Per Hour	\$	\$
*The estimated quantities will be used for evaluation and award of the contract, but no minimum or maximum quantity is guaranteed			Lot 4 Total Cost		\$

LOT 4 - EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.
 See the specification requirements listed on pages 4 & 11

Piece of Equipment	Year	Brand	Model	Operating Weight
1				
2				
3				
4				
5				
6				

**LOT 4 cont.
 STAFFING TABLE**

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		

Priority Level ROADS

- Target conditions within 24 hours of call-out to proceed on route cycle (Performance Target **B/C**; see attached Table) should prevail.
- The primary goal will be to remove excess snow and snowpack from the all lanes of travel, including turn pockets, and shoulders. Plow roads to pavement edge.

Priority Level SIDEWALKS

- Clear Paths/Sidewalks to acceptable limits within 24 hours of call-out to proceed on route cycle.
- The primary goal will be to remove excess snow and snowpack from the Paths/Sidewalks. Clear Paths/Sidewalks to edge of the Paths/Sidewalks.

Performance Target	Performance Target Description	Illustration
<p>A (Good Winter Driving Conditions)</p>	<p>Bare pavement is the primary goal. Good winter driving conditions exist when snow and ice have been removed from the driving lanes and excessive loose snow has been removed from the shoulders and centerline of the highway. Short sections of ice and packed snow are acceptable and can be expected within the driving lanes between the wheel paths, as well as on centerline. Bare pavement may not be possible in the Northern and Central Region’s during periods of extreme cold weather. Generally loose snow has been cleared and traction is good for most vehicles properly equipped for winter driving. If required for traction, 100% of roadway has sand present.</p>	
<p>B (Fair to Good Winter Driving Conditions)</p>	<p>Roads are passable with varying conditions. Drivers may encounter some standing water, packed snow, and icy patches covering the surface. Generally loose snow has been cleared from the travelway and traction is adequate for most vehicles properly equipped for winter driving. If required for traction, sand is applied to hills, curves, intersections, and bridge decks. Performance target B represents a fair to good level of service, which ranges from targets of bare pavement as much as possible on higher-standard or highly traveled highways to snow-pack or icy conditions on northern region roads as well as on lower-standard or low-volume roads. Traffic moves at reduced speed, with isolated slowdowns or delays.</p>	
<p>C (Fair to Poor Winter Driving Conditions)</p>	<p>Roads are generally passable with varying conditions. Drivers may encounter some standing water, loose snow, snow drifts, packed snow, and icy patches covering the surface. Patches of snow or ice exist even on the highest-standard roads, and these conditions may degenerate to predominately snow-packed or icy conditions throughout, with accompanying slowdowns or delays. On lower-standard or low-volume roads the surface is snow-covered (up to 2”) with substantial traffic delays.</p>	
<p>D (Poor Winter Driving Conditions)</p>	<p>Travel is challenging for most vehicles properly equipped for winter driving. Moderate snow accumulation on roads may be up to 4”. Performance target D represents a marginal level of service where traffic moves slowly with substantial delays. Traction is marginal even for vehicles properly equipped for winter driving.</p>	
<p>E (Hazardous Winter Driving Conditions)</p>	<p>Travel is not advised. Considerable snow accumulation on roads may be 4” or more. Drivers may encounter snow drifts, berms, freezing rain, and glare ice. Traction is extremely poor even for vehicles properly equipped for winter driving.</p>	

<u>LOT 1 – ROADS Southwest Anchorage</u>				
Items 1-7	S/W Anchorage	Start Location	End Location	Miles/Lane Miles
1	Potter Drive	Dowling Rd	Arctic Blvd	0.8/1.6
2	Sand Lake Rd	Raspberry Rd	Dimond Blvd	1.5/3.16
3	International Airport Road Frontage North	Northwood Drive	Spenard Rd	0.5/1.0
4	International Airport Road Frontage South	Jewel Lake Rd	Taft St	0.5/1.0
5	West Dimond Blvd	Sand Lake Rd	Jodhpur St	2.0/4.0
6	Jodhpur St	West Dimond Blvd	Kincaid Rd	0.6/1.2
7	Kincaid Rd	Jodhpur St	Sand Lake Rd	1.0/2.0

LOT 1 Total Lane Miles Per Cycle: 13.96 miles

<u>LOT 2 – ROADS Southeast Anchorage</u>				
Items 1-14	S/E Anchorage	Start Location	End Location	Miles/Lane Miles
1	O'Malley Rd	Commodore Dr	Hillside Dr	3.8/13.0
2	Elmore Rd	Abbott Rd	Tudor Rd	3.1/7.94
3	Abbott Rd	Lake Otis	Hillside Dr	2.8/9.6
4	Hillside Drive	Abbott Rd	DeArmoun Rd	2.8/5.6
5	Rabbit Creek Rd	Old Seward Hwy	DeArmoun Rd	4.2/8.9
6	DeArmoun Rd	Old Seward Hwy	Hillside Dr	3.8/9.68
7	Huffman Rd	Old Seward Hwy	Birch Rd	3.0/9.0
8	Birch Rd	Abbott Rd	Huffman Rd	3.0/4.0
9	Elmore Rd South	O'Malley Rd	Huffman Rd	1.0/2.0

Lot 2 continued on next page

LOT 2 – ROADS Southeast Anchorage cont.				
Items 1-14	S/E Anchorage	Start Location	End Location	Miles/Lane Miles
10	Clarks Rd	Rabbit Creek Rd	Kings Way Dr	1.5/3.0
11	Old Rabbit Creek Rd	Rabbit Creek Rd	Rabbit Creek Rd	1.0/2.0
12	Old Seward Spur	Rabbit Creek Rd	Potter Valley Rd	2.3/4.6
13	Turnagain Bluff Way	Old Seward	End of road	0.2/0.4
14	Lake Otis South	DeArmoun Rd	End of road	1.0/2.0

LOT 2 Total Lane Miles Per Cycle: 81.72 miles

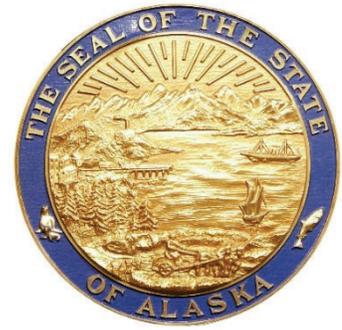
LOT 3 – ROADS Northeast Anchorage / Eagle River / Chugiak				
Items 1-11	N/E Anchorage Eagle River/Chugiak	Start Location	End Location	Miles/ Lane Miles
1	Reeve Blvd.	5TH Ave	Post Rd	1.0/2.44
2	Post Rd	3RD Ave	JBER gate	1.4/5.6
3	Old Glenn Hwy	West Lake Ridge Dr	North Peters Creek	7.3/14.6
4	Eagle River Rd	Eagle River Loop Rd	Visitors Center	10.6/22.0
5	Birchwood Loop Rd	Old Glenn Hwy	Old Glenn	6.5/13.6
6	Birchwood Spur	Birchwood Loop Rd	End of Road Airport	1.6/3.2
7	Birch Tree St	Birchwood Loop Rd	Birchwood Elementary	0.5/1.0
8	Eklutna Lake Rd	Power Plant	Park entrance	9.5/19.0
9	Eklutna Village Rd	Old Glenn Hwy	Wood Spruce St	0.4/0.8
10	Denaina Elders Rd	Eklutna Village Rd	Glacier Loop Rd	0.1/0.2
11	Glacier Loop Rd	Denaina Elders Rd	Denaina Elders Rd	0.2/0.4

LOT 3 Total Lane Miles Per Cycle: 82.84 miles

<u>LOT 4 – SIDEWALKS/PATHS Anchorage / Eagle River / Birchwood</u>				
Items 1-7	Anchorage Eagle River/Birchwood	Start Location	End Location	Miles/Total Path
1	Old Glenn Eagle River	Artillery Drive	North Birchwood	9.2/11.4
2	Eagle River Road	Old Glenn	Hillcrest Lane	2.3/2.9
3	Eagle River Loop	Old Glenn	Briggs Bridge	2.9/4.5
4	Glenn Highway Path	Boniface	North Birchwood	17.7/17.7
5	North Birchwood	Old Glenn	McKinley View	0.4/0.4
6	O'Malley	Old Seward	Hillside Drive	3.4/5.2
7	Jewel Lake	Dimond	International	3.1/6.0

LOT 4 Total Sidewalk Miles Per Cycle: 48.1 miles

STATE OF ALASKA INVITATION TO BID (ITB)



Fairbanks Area Winter Maintenance

ITB #2525N052

ISSUED OCTOBER 25, 2024

This Invitation to Bid (ITB) aims to result in multiple as-needed contracts for snow plowing, roads, sidewalks, and sanding services in the greater Fairbanks area for the Department of Transportation and Public Facilities.

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 in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

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

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

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

DEPARTMENT OF TRANSPORTATION DIVISION OF MAINTENANCE AND OPERATIONS	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
Cathy Norum PHONE: (907) 451-2221	PRINTED NAME
EMAIL: cathy.norum@alaska.gov	DATE

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State of Alaska Department of Transportation Invitation to Bid (ITB)

Title: Fairbanks Area Winter Maintenance ITB #2525N052

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

This Invitation to Bid (ITB) aims to result in multiple as-needed contracts for snow plowing, roads, sidewalks, and sanding services in the greater Fairbanks area for the Department of Transportation and Public Facilities.

Services will be provided in accordance with the specifications contained in this ITB. The period of performance will be the winter plowing season from contract award through May 15, 2025, with the option to renew for four (4) renewable one (1) year options under the same terms and conditions. If plowing and sanding services are required outside of this date range, the project manager and his team will provide the services

SEC. 1.02 BUDGET

Department of Transportation, Division of Maintenance & Operations (M&O), Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **November 4, 2024**, 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 bids to be considered responsive, bidders must submit the staffing table included with the bid schedule that confirms the bidder and the offered staff meet or exceed the following minimum prior experience requirements:

- The Contractor's General Manager (GM) must have at least two years of demonstrated experience in snow removal activities of a similar nature.
- Equipment Operators must have at least two years of demonstrated experience in the operation of heavy equipment under similar conditions.
- Dump Truck / Snowplow Drivers must have at least two years of demonstrated experience in the operation of similar equipment.

An offeror's failure to submit the staffing table with individuals that meet or exceed the above minimum prior experience requirements will cause their proposal to be considered non-responsive and the proposal will be rejected.

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.07 RETURN INSTRUCTIONS

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

Department of Transportation & Public Facilities
Division of Northern Region Supply and Services
Attention: Cathy Norum
Invitation to Bid (ITB) Number: 2525N052
ITB Title: Fairbanks Area Winter Maintenance Contract
2301 Peger Road
Fairbanks, Alaska 99709

If submitting your bid via email, the entire bid may be emailed to dotnrprocurement@alaska.gov and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **15mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 15 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) 451-5102 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

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of bids.

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		October 25, 2024
Deadline for Receipt of Bids / Bid Due Date		November 4, 2024
Bid Opening Call in (907) 303-7104 Meeting ID: 369 530 539#		November 4, 2024
Bid Evaluations Complete		November 4, 2024
Notice of Intent to Award		November 4, 2024
Contract Issued		November 15, 2024

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation, 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

Scope of Work:

During winter plowing season (date of contract award through May 15, 2025) the following as needed services are required:

Worksite Location:

See Attachment #6 Roadway List By Lot.

Deliverables:

Deliverable #1 Plowing Services:

The contractor shall provide on-call plowing services under the contract 7 days per week including all holidays. Contactor shall mobilize within 12 hours after being contacted.

- The contractor shall commence snow control plowing operations upon the direction of the District Superintendent or assigned designee. At the direction of the District Superintendent depending upon the severity and duration of a storm multiple plow cycles may be needed to meet the required performance targets. If the contractor believes multiple plow cycles will be needed to address a single storm the contractor shall notify the District Superintendent and discuss a storm response plan.
- The contractor shall notify the District Superintendent or designee within 2-hours via text message or e-mail when plowing and sanding services are complete in the area.
- The contractor shall plow all lanes of travel, including turn pockets, out to the edge of the asphalt. Roads only, not to include pathways or sidewalks.
- Driveways, bus stops, mailboxes, signage, lighting, fences, guardrail, and other features shall not be adversely impacted as a result of routine plowing services. Damaged incurred as a result of contractor plowing operations to State or privately owned facilities shall be repaired by the Contractor at their expense.
- See attached Snow Removal Performance targets including response times further clarification of service delivery requirements.

Deliverable #2 Sanding Services:

Sanding Services are typically performed in conjunction with Plowing Services. The contractor shall apply sand immediately (within 4 hrs.) after plowing or as conditions permits.

- The contractor shall sand both driving lanes of the roadway when ice or compact snow conditions are evident unless it is currently snowing heavily. (See attached Snow Removal Performance Targets.)
- Storm Event Services: In the event of a winter storm, the contractor shall make every effort to perform plowing service prior to peak traffic movement periods (primarily either morning or evening).

- Non-Winter Event Driveway/Shoulder Services: Depending upon the severity of the winter snow accumulation, snow depths may reach levels which require Driveway, Mailbox, Bus stop, or other access point cleaning. Such activities may also be required prior to spring thaw to better control snow melt and runoff. If these services are required, the Superintendent shall give specific direction to perform these services. This work will include hard pack removal and pushing back of any berms or piles to regain snow storage capacity for future winter events or to control drainage. Sight distances shall be maintained throughout such operations.

Deliverable #3 As-Needed Callout Service:

There may be situations where a call out is necessary. In the event of a callout, the state project manager or designee shall contact the contractor's identified point of contact to initiate the call out service. It is anticipated the contractor will need at least one person on call for callout situations.

Deliverable #4 Sand:

Sand shall be of the same specification as currently used by State maintenance forces and shall be applied at an application rate of approximately .5 cubic yards per mile. The contractor and the state project manager shall work cooperatively to ensure sufficient sand is on site.

Deliverable #5 Required Contractor Equipment:

The contractor must, at a minimum, have the following equipment available for use under this contract.

- One Each, Trucks must be GVWR: 33,000lbs or greater, or State approved equivalent (with warning beacons visible from 360 degrees).
- One Each, 140 H or equivalent with a wing blade attachment with an operating weight of 46,000 lbs. (minimum) or State approved equivalent (with warning beacons visible from 360 degrees).
- One Each, Wheel Loader, 1.5 cubic yard bucket or equivalent (with warning beacons visible from 360 degrees).
- One Each, Sander-equipped truck (2 cubic yard minimum capacity)
- One Each, Skid Steer Loader, with bucket, snow blower, and/or snow plow. Must be of sufficient size to adequately perform sidewalk plowing operations, or State approved equivalent. Must be able to clear and maintain areas as narrow as 72"
- All vehicles and equipment must be clearly identified with the name of the company and phone number of the local office on each side of the equipment. The letters for the company name shall be at least three inches high and have proportionate width.

Deliverable #6 Side Walk Clearing Services:

The contractor shall provide Path/Sidewalk clearing services under the contract 7 days per week including all holidays. Contactor shall mobilize within 8 hours after being contacted.

- The contractor shall commence Path/Sidewalk clearing upon the direction of the District Superintendent or assigned designee. At the direction of the District Superintendent, depending upon the severity and duration of a storm, multiple Path/Sidewalk clearing cycles may be needed to meet the required performance targets. If the contractor believes multiple Path/Sidewalk clearing cycles will be needed to address a single storm the contractor shall notify the District Superintendent and discuss a storm response plan. The contractor shall notify the District Superintendent within 2-hours via text message, e-mail, or phone (during normal business hours) when Path/Sidewalk clearing services are complete in the area.

- The contractor shall clear and maintain the Path/Sidewalk to the edge of the pathways/sidewalks.
- Driveways, bus stops, mailboxes, signage, lighting, fences, guardrail, and other features shall not be adversely impacted as a result of routine sidewalk clearing services. Damaged incurred as a result of contractor sidewalk plowing operations to State or privately owned facilities shall be repaired by the Contractor at their expense. The contractor shall clear and maintain the Path/Sidewalk to the edge of the pathways/sidewalks.

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, through May 15, 2025, with the option to renew for four (4) additional One (1) year terms under the same terms and conditions as the initial contract. Renewals will be exercised at the sole discretion of the state.

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

SEC. 2.03 CONTRACT TYPE

This contract is an Firm Fixed Price contract.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation 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.

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

SEC. 2.05 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 2.06 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Transportation, Division of Maintenance & Operations.

SEC. 2.07 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed, and managed is the contractors place of business. The state will not provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

SEC. 2.08 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SEC. 2.09 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.11 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 2.13 EQUIPMENT INSPECTION

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

SEC. 2.14 LIQUIDATED DAMAGES

Late performance or, the lack of performance by the contractor will cause unacceptable safety risks to the traveling public. As such, in the event the State of Alaska, DOT&PF must perform the required services, it is mutually agreed that the contractor will pay the state damages at the rate of \$5,000.00 dollars for each time the state must perform the required service.

This payment will be in the form a deduction from the invoice submitted at the end of each month. In the event the contractor's invoice does not include sufficient funding to allow the deduction, the state will invoice the contractor for this cost.

SEC. 2.15 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. 2.16 BILLING INSTRUCTIONS

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

The contractor will submit detailed invoices for services performed in accordance with ITB Section 2.01 Scope of Work and Deliverables. The State will pay all invoices within thirty (30) days of invoice approval.

Each invoice must identify the:

- Contractor Name,
- Contract number,
- Date(s) when work was performed,
- Type of work performed,
- Signed certification that the amount invoiced for is for the services described in the Deliverables, during the period of performance of this contract.

Invoices that fail to identify each of these requirements will be rejected for payment until a corrected invoice is resubmitted.

Invoices for services provided under this contract are to be sent to:

Ron.davis@alaska.gov

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

SEC. 2.17 ESTIMATED QUANTITIES

The quantities referenced in this ITB are sample representative lots and are only for the purpose of evaluation. The state does not guarantee any minimum purchase. All work is weather dependent and will be completed as described in Section 2.01 Scope of Work and Deliverables.

SEC. 2.18 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

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

SEC. 2.19 INSURANCE

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

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

Proof of insurance is required for the following:

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

SECTION 3. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

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

BIDDER'S CERTIFICATION

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

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

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

CONFLICT OF INTEREST

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

SEC. 3.02 PRICES

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all

members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

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

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

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

Alaska Military Skills Program Preference Certification

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

SEC. 4.06 USE OF LOCAL FOREST PRODUCTS

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

SEC. 4.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

SEC. 4.08 ALASKA PRODUCT PREFERENCE

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II, or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

Brand Offered

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

Brand of Product Changes

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as

long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

SEC. 4.09 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. 4.10 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. 4.11 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. 4.12 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. 4.13 METHOD OF AWARD

Award will be made by lot to the lowest responsive and responsible bidder. There are **Six** (6) lots. To be considered responsive for a lot, bidders must bid on all items within that lot.

SEC. 4.14 CONTRACTOR SELECTION PROCESS

Once the contracts are established this selection process will be used. When the state needs to order the product or service, the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For example, if there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

SEC. 4.15 NOTICE OF INTENT TO AWARD

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 5.03 AUTHORITY

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

SEC. 5.04 COMPLIANCE

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

SEC. 5.05 SUITABLE MATERIALS, ETC.

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

SEC. 5.06 WORKMANSHIP AND MATERIALS

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

SEC. 5.07 CONTRACTOR SITE INSPECTION

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

SEC. 5.08 ORDER DOCUMENTS

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

SEC. 5.09 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <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. 5.10 RIGHT OF REJECTION

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

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

Minor informalities that:

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

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

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

SEC. 5.11 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.12 DISCLOSURE OF BID CONTENTS

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

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

SEC. 5.13 ASSIGNMENTS

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

SEC. 5.14 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 5.15 DEFAULT

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

SEC. 5.16 DISPUTES

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

SEC. 5.17 SEVERABILITY

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

SEC. 5.18 CONTRACT CANCELLATION

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

SEC. 5.19 GOVERNING LAW; FORUM SELECTION

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

SEC. 5.20 QUALIFIED BIDDERS

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

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

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

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

SEC. 5.22 PROTEST

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

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

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

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

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

State of Alaska Department of Transportation Invitation to Bid (ITB)

Title: Fairbanks Area Winter Maintenance ITB #2525N052

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Bid Schedule,
- 2) Bid Submittal Cover
- 3) Priority Level
- 4) Performance Targets
- 5) Roadway List By Lot

Award will be made by lot to the lowest responsive and responsible bidder. There are six (6) lots. In order to be considered responsive for a lot, all items within the lot submitted must be priced.

*Note: Bidders need not respond to all lots, but all items within the lot(s) submitted must be priced. Only lots submitted for the State’s consideration are required as a deliverable.

Instructions:

1. Bidders must offer a lump sum per cycle rate for each plowing session and each sanding session for each lot bid.
2. Offered plowing and sanding costs will be added together to equal the total evaluated cost for determination of low bidder and contract award by Lot.
3. Bidders must offer a per Cycle cost to provide Non-Winter Event Driveway/Shoulder Service for each lot bid. This will not be part of the evaluated cost for low bidder and or contract award.

The offered rate per each plowing and sanding cycle and Non-Winter Event Driveway/Shoulder Service shall be all inclusive and shall include all costs associated with providing the required services.

There are no minimum or maximum number of times the road will be serviced as it is on an as needed basis based on the specifications as seen in this ITB. The contractor shall be compensated monthly by submitting an invoice with the number of completed plowing and sanding cycles.

LOT #1 Bid SCHEDULE

LOT #1			
Item	Description	Billing Method	Cost Per Cycle
1	Plowing Cycle	Per Cycle	\$
2	Sanding Cycle	Per Cycle	\$
Total Evaluated Cost			\$

Cost Not Evaluated, but must be completed.

Non-Winter Event Driveway/Shoulder Services	Per Cycle	\$
---	-----------	----

LOT #1 EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.

Piece of Equipment #	Brand	Model	Operating Weight
1			
2			
3			
4			
5			
6			
7			
8			

LOT #1 CONTINUED
STAFFING TABLE

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Plow Truck Operator		

LOT #2 BID SCHEDULE

LOT #2			
Item	Description	Billing Method	Cost Per Cycle
1	Plowing Cycle	Per Cycle	\$
2	Sanding Cycle	Per Cycle	\$
Total Evaluated Cost			\$

Cost Not Evaluated, but must be completed.

Non-Winter Event Driveway/Shoulder Services	Per Cycle	\$
---	-----------	----

LOT #2 EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.

Piece of Equipment #	Brand	Model	Operating Weight
1			
2			
3			
4			
5			
6			
7			
8			

**LOT #2 CONTINUED
 STAFFING TABLE**

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Plow Truck Operator		

LOT #3 BID SCHEDULE

LOT #3			
Item	Description	Billing Method	Cost Per Cycle
1	Plowing Cycle	Per Cycle	\$
2	Sanding Cycle	Per Cycle	\$
Total Evaluated Cost			\$

Cost Not Evaluated, but must be completed.

Non-Winter Event Driveway/Shoulder Services	Per Cycle	\$
---	-----------	----

LOT #3 EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.

Piece of Equipment #	Brand	Model	Operating Weight
1			
2			
3			
4			
5			
6			
7			
8			

**LOT #3 CONTINUED
 STAFFING TABLE**

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Plow Truck Operator		

LOT #4 BID SCHEDULE

LOT #4			
Item	Description	Billing Method	Cost Per Cycle
1	Plowing Cycle	Per Cycle	\$
2	Sanding Cycle	Per Cycle	\$
Total Evaluated Cost			\$

Cost Not Evaluated, but must be completed.

Non-Winter Event Driveway/Shoulder Services	Per Cycle	\$
---	-----------	----

LOT #4 EQUIPMENT LIST

EQUIPMENT LIST: In the space below, please list the equipment to be used to perform the required services.

Piece of Equipment #	Brand	Model	Operating Weight
1			
2			
3			
4			
5			
6			
7			
8			

**LOT #4 CONTINUED
 STAFFING TABLE**

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Plow Truck Operator		

**LOT #5
 STAFFING TABLE**

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Plow Truck Operator		

**LOT #6 CONTINUED
 STAFFING TABLE**

STAFFING TABLE: In the space below, enter the staff to be used to perform the required services and the number of years of experience with each category of equipment.

Staff Category	Name	Number of years of experience with Snow Removal Activities of a similar nature. (Minimum Qualification is 2 years)
General Manager		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Equipment Operator		

Staff Category	Name	Number of years of experience with the operation of heavy equipment under similar conditions. (Minimum Qualification is 2 years)
Plow Truck Operator		

ATTACHMENT 2
Bid Submission Cover Sheet

Revised March 7, 2024

PROJECT INFORMATION

ITB NUMBER: _____
PROJECT NAME: _____

BIDDER INFORMATION

Company Name: _____
Address: _____
Tax ID: _____
Alaska Business License #: _____

CONTACT INFORMATION

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

Name _____
Title _____
Address _____
Email _____
Telephone _____

ADDENDA ACKNOWLEDGEMENT

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

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: [Click or tap here to enter text.](#)

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1.	2.
3.	4.
5.	6.

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid no later than the deadline set for receipt of bids.

If you are submitting a bid as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids. [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.

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?
 YES NO

If **YES**, enter your current **Alaska business license number:** [Click or tap here to enter text.](#)

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?
 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 **YES**, please complete the following information:

A. Place of Business

Street Address: [Click or tap here to enter text.](#)
 City: [Click or tap here to enter text.](#)
 ZIP: [Click or tap here to enter text.](#)

CONFLICT OF INTEREST STATEMENT

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

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

<input type="checkbox"/> YES <input type="checkbox"/> NO
--

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

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

FEDERAL REQUIREMENTS

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

ALASKA PREFERENCES

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

SIGNATURE

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

Printed Name _____

Title _____

Date _____

Signature _____

“**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 that the **Place of Business** described in **Question 3A** meets this definition?

- YES** **NO**

B. The bidder, or at least one employee of the bidder, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

- 1) Do you certify that the bidder OR at least one employee of the bidder 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\(a\)\(1\)](#)?
 YES **NO**
- 2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive 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 that the resident(s) used to meet this requirement is claiming residency **ONLY** in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?
 YES **NO**
- 4) Do you certify that the resident(s) 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**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated or qualified to do business under the laws of the state?**
 YES **NO**

If **YES**, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

B. **A sole proprietorship AND the proprietor is a resident of the state?**
 YES **NO**

C. **A limited liability company organized under AS 10.50 AND all members are residents of the state?**
 YES **NO**

Please identify each member by name: [Click or tap here to enter text.](#)

D. **A partnership under former AS 32.05, AS 32.06, or AS 32.11 AND all partners are residents of the state?**
 YES **NO**

Please identify each member by name: [Click or tap here to enter text.](#)

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

A. **A sole proprietorship owned by an Alaska veteran?**
 YES **NO**

B. **A partnership under AS 32.06 or AS 32.11 AND a majority of the partners are Alaska veterans?**

YES NO

C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?

YES NO

D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?

YES NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

YES NO

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____

Priority Level III

Priority Level III is primarily assigned to major local roads (collector roads) in larger urban communities or as determined by the District Superintendent.

- Within 24 hours following the storm, fair winter driving conditions (Performance Target B/C; see attached Table) should prevail.
- Appropriate snow control operations should begin after 2” of accumulation.
- The primary goal will be to remove excess snow and snowpack from the travel lanes and shoulders.
- Sanding operations should begin when ice or compact snow conditions are evident and no additional plowing is planned.
- Generally, abrasives are only applied at specific locations (i.e. steep grades, curves, intersections, bridge decks, etc.) to enhance traffic safety.

Priority Level IV

Priority Level IV applies primarily to minor local roads as determined by the District Superintendent. These roads typically provide residential or recreational access.

- Within 30 hours following the storm, fair winter driving conditions (Performance Target C; see attached Table) should prevail.
- Appropriate snow control operations should begin after 2” of accumulation.
- The primary goal will be to remove excess snow and snowpack from the travel lanes and shoulders.
- Sanding operations should begin when ice or compact snow conditions are evident and no additional plowing is planned.
- Generally, abrasives are only applied at specific locations (i.e. steep grades, curves, intersections, bridge decks, etc.) to enhance traffic safety.

Priority Level IIV

Priority Level - Sidewalks applies primarily to sidewalks and paths in the Greater Fairbanks area as determined by the District Superintendent.

- Clear Paths/Sidewalks to acceptable limits within 24 hours of call-out to proceed on route cycle. The primary goal will be to remove excess snow and snowpack from the Paths/Sidewalks. Clear Paths/Sidewalks to edge of the Paths/Sidewalks.

Performance Target	Performance Target Description	Illustration
A (Good Winter Driving Conditions)	Bare pavement is the primary goal. Good winter driving conditions exist when snow and ice have been removed from the driving lanes and excessive loose snow has been removed from the shoulders and centerline of the highway. Short sections of ice and packed snow are acceptable and can be expected within the driving lanes between the wheel paths, as well as on centerline. Bare pavement may not be possible in the Northern and Central Region’s during periods of extreme cold weather. Generally loose snow has been cleared and traction is good for most vehicles properly equipped for winter driving. If required for traction, 100% of roadway has sand present.	
B (Fair to Good Winter Driving Conditions)	Roads are passable with varying conditions. Drivers may encounter some standing water, packed snow, and icy patches covering the surface. Generally loose snow has been cleared from the travelway and traction is adequate for most vehicles properly equipped for winter driving. If required for traction, sand is applied to hills, curves, intersections, and bridge decks. Performance target B represents a fair to good level of service, which ranges from targets of bare pavement as much as possible on higher-standard or highly traveled highways to snow-pack or icy conditions on northern region roads as well as on lower-standard or low-volume roads. Traffic moves at reduced speed, with isolated slowdowns or delays.	
C (Fair to Poor Winter Driving Conditions)	Roads are generally passable with varying conditions. Drivers may encounter some standing water, loose snow, snow drifts, packed snow, and icy patches covering the surface. Patches of snow or ice exist even on the highest-standard roads, and these conditions may degenerate to predominately snow-packed or icy conditions throughout, with accompanying slowdowns or delays. On lower-standard or low-volume roads the surface is snow-covered (up to 2”) with substantial traffic delays.	
D (Poor Winter Driving Conditions)	Travel is challenging for most vehicles properly equipped for winter driving. Moderate snow accumulation on roads may be up to 4”. Performance target D represents a marginal level of service where traffic moves slowly with substantial delays. Traction is marginal even for vehicles properly equipped for winter driving.	
E (Hazardous Winter Driving Conditions)	Travel is not advised. Considerable snow accumulation on roads may be 4” or more. Drivers may encounter snow drifts, berms, freezing rain, and glare ice. Traction is extremely poor even for vehicles properly equipped for winter driving.	

**Fairbanks Area Winter
 Maintenance Contract - LOT #1**

Road	Road Miles	Performance Target
Yankovich	1.7	C
Dalton Trail	1.1	C
Lawlor	0.6	C
Miller Hill	0.7	C
Auburn	0.9	B/C
Grenac	1.1	C
Crossman	0.3	C
Skyline	2.0	B/C
Skyridge	1.4	B/C
McGrath	2.9	C
Farmers Loop Spur	0.5	C
LOT #1 Total Road Miles Per Cycle	13.2	

**Fairbanks Area Winter
 Maintenance Contract –LOT #2**

Road	Road Miles	Performance Target
Murphy Dome	15.4	C
Spinach Creek	4.4	C
Ester Dome	4.3	C
St. Patricks	2.9	C
Henderson Rd.	3.7	C
LOT #2 Total Road Miles Per Cycle	30.7	

**Fairbanks Area Winter
 Maintenance Contract - LOT #3**

Road	Road Miles	Performance Target
Rainbow	0.6	C
Bennett	1.5	C
Steele Creek	3.7	C
Steele Creek Spur	0.1	C
Old CHSR	0.5	C
Bias	0.1	C
Bridge	0.2	C
Gilmore Trail	4.4	C
Alberta	0.4	C
Hagelbarger Rd	1	B/C
LOT #3 Total Road Miles Per Cycle	12.5	

**Fairbanks Area Winter
 Maintenance Contract - LOT #4**

Road	Road Miles	Performance Target
Nelson	3.0	B/C
Lyle	0.5	C
Gordon	0.6	C
Hurst (Nelson to Badger)	2.8	B/C
Dawson	1.3	B/C
Lineman	0.5	C
Newby	1.2	C
Mission	1.0	C
Mistletoe	1.1	B/C
Laurence (Rich Hwy to Nelson)	0.7	B/C
LOT #4 Total Road Miles Per Cycle	12.7	

**Fairbanks Area Winter
 Maintenance Contract - LOT #5**

Road	Road Miles	Performance Target
Steese Hwy MP 128 to MP 147.1 (end of road)	19.1	C
Steese Hwy MP 147.1 (East side of Birch Creek Bridge) to Circle MP 161.2 (end of road)	14.1	C
Lot #5 Total Road Miles per Cycle	33.2	

**Fairbanks Area Winter
 Maintenance Contract - LOT #6 Sidewalks & Paths**

Road	Start Location	End Location	Miles	Performance Target
Airport Way – North Side	Sportsman’s Way	Ft. Wainwright	3.6	
Airport Way – South Side 1	Old Airport Rd	University	.27	
Airport Way – South Side 2	Market St	Ft. Wainwright	3.4	
Steese Hwy – East Side	Gaffney Rd	College Rd	1.1	
Steese Hwy – West Side	Airport Way	Johansen Expy	1.97	
Geist Rd / Chena Pump Rd	University Ave	Dartmouth	1.7	
Chena Pump Rd	Parks Hwy	Chena Ridge Rd	.17	
Loftus Rd	Geist Rd	Birch Ln	.38	
Fairbanks St	Geist Rd	Sandvik St	.13	
Phillips Field Rd	Peger Rd	University Ave	.96	
Johansen Expy Bike Path	University Ave	Steese Hwy	4.1	
Danby St (Incl Roundabout)	Johansen Expy	College Rd	.73	
Airport Way – North Side	Sportsman’s Way	Ft. Wainwright	3.6	
LOT #5 Total Sidewalk Miles			18.51	