

# INVITATION TO BID (ITB) NUMBER 2015-0900-2954

**RETURN THIS BID TO THE ISSUING OFFICE AT:**



Department of Military and Veterans Affairs  
Division of Administrative Services  
Procurement Section  
49000 Army Guard Road, Suite B105B  
P.O. Box 5800  
Joint Base Elmendorf-Richardson, Alaska 99505

**ITB TITLE: Uniform, General Wear, and Personal Hygiene Items for Alaska Military Youth Academy Cadets**

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED: January 30, 2015**

**SEALED BIDS MUST BE SUBMITTED TO THE DIVISION OF ADMINISTRATIVE SERVICES AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ON MARCH 3, 2015, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.**

**DELIVERY LOCATION: AS SPECIFIED IN THE ITB.**

**DELIVERY DATE: AS SPECIFIED IN THE ITB.**

**F.O.B. POINT: FINAL DESTINATION**

**IMPORTANT NOTICE:** If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that:

- (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 of 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 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; and
  - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow 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. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

  
Douglas Moore  
CONTRACTING OFFICER

\_\_\_\_\_  
COMPANY SUBMITTING BID

TELEPHONE NUMBER  
907-428-7224

\_\_\_\_\_  
AUTHORIZED SIGNATURE

FACSIMILIE (FAX) NUMBER  
907-428-7229

\_\_\_\_\_  
PRINTED NAME

EMAIL ADDRESS  
MVA.DASProcurement@alaska.gov

\_\_\_\_\_  
DATE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
ALASKA BUSINESS LICENSE NUMBER

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
TELEPHONE NUMBER

## **INSTRUCTIONS TO BIDDERS:**

**1. INVITATION TO BID (ITB) REVIEW:** Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) 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. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

**2. BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

**3. SUBMITTING BIDS:** Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address

Department of Military and Veterans Affairs  
Division of Administrative Services  
Procurement Section  
49000 Army Guard Road, Suite B105B  
P.O. Box 5800  
Joint Base Elmendorf-Richardson, AK 99505

ITB No.: 2015-0900-2954, Uniform, General Wear, and Personal Hygiene Items for AMYA Cadets

Opening Date: 2:00 p.m. Alaska time on March 3, 2015

**ELECTRONIC OR FAXED BID SUBMISSION:** Electronic or faxed bids will not be accepted due to the samples being required on some line items within the bid schedule.

**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.

**4. 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.

**5. FILING A PROTEST:** A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

## **CONDITIONS:**

**1. AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.

**2. 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; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

**3. SUITABLE MATERIALS, ETC.:** Unless otherwise specified, 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.

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

**5. FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

**6. 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.

**7. BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.

**8. CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.

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

**10. CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

**11. ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

**12. SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

**13. FORCE MAJEURE (Impossibility to perform):** The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**14. LATE BIDS:** Late bids are bids received after the time and date set for receipt of the bids. **Late bids will not be accepted.**

**15. CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

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

**17. DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

**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.

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

#### **SPECIAL CONDITIONS:**

**1. 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. 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.

**2. BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

**3. 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.

**PREFERENCES:** Because federal funds will be used in the procurement of services under a contract resulting from this ITB, the State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.



## GERNERAL TERMS AND CONDITIONS:

**ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES:** Prior to the award of a contract, a bidder must hold a valid Alaska business license. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. 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:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit 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.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

**NOTE:** A Certificate of Authority issued by the State of Alaska, Department of Commerce, Community and Economic Development, is not the same as an Alaska Business License, and **DOES NOT** meet the statutory requirements for an Alaska Business License as stated in this section. A company or business who submits a Certificate of Authority as proof of an Alaska Business License for this solicitation will be considered non-responsive and their bid will be rejected.

**BIDDERS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Division of Administrative Services, Procurement Section at one of the following numbers no later than February 4, 2015 to make any necessary arrangements.

Telephone: 907-428-7224  
Fax: 907-728-7229  
Email: MVA.DASProcurement@alaska.gov

**COMPLIANCE WITH ADA:** By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

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

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

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

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

**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/g/tip/>

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

**CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in a mandatory use contract(s) for the purchase of uniforms, general wear, and personal hygiene items to be used by the Alaska Military Youth Academy Cadet as specified within this ITB on an as-needed basis for the Department of Military and Veterans Affairs, Alaska Military Youth Academy (AMYA).

**PREBID CONFERENCE:** There is no pre-bid conference scheduled for this ITB.

**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 contracting 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 contracting officer does so without a contract and at their own risk.

**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.

**CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of the Procurement Specialists assigned to the Department of Military and Veterans Affairs, Division of Administrative Service, Procurement Section

**SHIPPING DAMAGE:** The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

**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.

**INSURANCE:** Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

**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.

**Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsive and to reject the bid.**

**BRAND AND MODEL OFFERED:** Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the state to consider the offer non-responsive and reject the bid.

**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.

**SUPPORTING INFORMATION:** The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting 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 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 supporting information and/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.**

**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 of 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.

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



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

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

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

**CONTRACT PERIOD:** The length of the contract will be for two years from the date of award with one, one (1) year renewal option under the same terms and conditions, as the original contract. Renewal is to be exercised solely by the state.

**PRICE ADJUSTMENTS:** The contractor may request a Percentage Price Increase adjustment, in writing, 30 days prior to the contract renewal date. If a contractor fails to request a Percentage Price Increase adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the state receives their written request.

Said price increase may not, under any circumstances, exceed 2.27 percent of the price of the contract for the preceding 12 months. No retroactive contract price adjustments will be allowed.

**UNANTICIPATED PRICE INCREASES:** In the event of an unanticipated manufacturer cost increase for a particular item, the contractor must provide the procurement officer clear and convincing evidence, satisfactory to the state, that all of the following conditions exist:

1. the increase is the result of increased costs at the manufacturer's level and not costs under the contractor's control, and that;
2. the increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
3. the increase affects only certain items that are clearly identified by the contractor.

Some acceptable forms of the evidence referred to above may take the form of a certified invoice from the manufacturer. The price increase evidence provided by the contractor shall be independently verified and approved by the procurement officer or contract administrator prior to the effective date of the price increase.

**PRICE DECREASES:** During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

**NEW EQUIPMENT:** Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

**ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the state that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the state will cause the state to consider the bid non-responsive and reject the bid.

**SAMPLES REQUIRED:** The bidder **will be required** to submit samples of select items offered for inspection and evaluation to the DMVA/DAS Procurement Section either with their bid or prior to the scheduled bid deadline date and time. Items requiring samples will be clearly identified in both the Specifications and Bid Schedule sections of this ITB with the words "Sample Required". **The bidder's failure to submit the samples of the items offered for inspection and evaluation, or if the samples fail to meet the ITB's specifications will cause the State to consider the bid for that item(s) to be non-responsive, and award to the next low bidder.**

**Note:** For items requiring samples that are normally purchased in pairs, such as boots or socks, only one demonstrative item will need to be submitted to meet the requirement for a sample. Unless otherwise indicated, demonstrative items need not be any particular size or color, but must be the brand and model the bidder intends to provide if awarded a contract resulting from this ITB.

**ALTERATIONS:** The contractor must obtain the written approval from the contracting 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 contracting officer.

**DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

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



**DELIVERY:** Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver within 30 calendar days after the receipt of an order. Bids that specify deliveries in excess of 30 calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected.

**DELIVERY TIME:** The elapsed time between the time the state places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).

**DELIVERY CONFIRMATION:** Bidders must obtain a confirmation from the manufacturer that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates. A copy of the manufacturer's confirmation may be included with the bid or submitted within 10 days of the state's request. The bidder's failure to provide the manufacturers confirmation as required will cause the state to consider the bid non-responsive and reject the bid.

**ADVANCE NOTICE OF DELIVERY:** The contractor must notify the freight company that delivers the order that the state facility receiving the order requires 24 hours advance notice of delivery.

**F.O.B. POINT:** The F.O.B. point for this ITB will be the **Alaska Military Youth Academy, Supply Section, Camp Carroll, Building 58100, Joint Base Elmendorf-Richardson, Alaska 99505**. The contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the state's order. The cost of shipping and delivery within 30 days is to be included in the bid price. There will be no additional charges for shipping and delivery to the F.O.B. destination.

**INVOICES:** Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering agency.

**THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED:** Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

**CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

**PACKAGING:** The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse storage.

**ESTIMATED QUANTITIES:** The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum or maximum quantity to be purchased or dollar amount to be spent under any contract resulting from this ITB. Orders will be issued throughout the contract period on an as-needed basis.

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

**METHOD OF AWARD:** Award will be made BY LINE ITEM based on Total Purchase Cost to the lowest responsive and responsible bidder(s). There are 26 lines items shown in the Bid Schedule, and bidders may bid on one or more items as desired. Bidders must complete all required entries in each line item and provide any required information, supporting information, and samples for their bid to be considered responsive for the line item. **Bidders must bid on at least five line items to be considered responsive.** Bidders submitting bids on less than five line items will cause their bid be considered nonresponsive and rejected.

**FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment 2) must be completed and submitted with your bid.

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION; AND DRUG-FREE WORKPLACE REQUIREMENTS FOR EXPENDITURE OF FEDERAL FUNDS.** This solicitation, or the contract(s) or order(s) resulting from this solicitation, may involve Federal funds. By their signature on the bid or proposal submitted in response to this solicitation, or the contract(s) or order(s) resulting from this solicitation, the bidder or offeror certifies they will comply with the requirements under 28 CFR Part 67 and 28 CFR Part 69 with regards to Lobbying; Debarment, Suspension, Ineligibility, and Voluntary Exclusion; and Drug-Free Workplace. This certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Military and Veterans Affairs determines to award the contract(s) or order(s) resulting from this solicitation.

**FEDERAL COMPLIANCE REQUIREMENTS:** This contract is being solicited using Federal program funding. Applicable compliance requirements can be found on the Catalog of Federal Domestic Assistance website for this program ([www.cfd.gov](http://www.cfd.gov)). By their signature on the bid or proposal submitted in response to this solicitation, the bidder or offeror agrees to comply with the compliance requirements applicable to the Federal program, including the audit requirements of OMB Circular A-133, if awarded a contract.

**SAM REGISTRATION:** Bidders must also be registered in the Federal System for Award Management (SAM) before award of a contract resulting from this ITB. Registration is free and can be done at [www.sam.gov](http://www.sam.gov). It is strongly recommended that bidders register with SAM before submitting a quote in response to this ITB. Failure to register with SAM before submitting a quote will not impact evaluation of quotes received in response to this ITB, however, it may delay award of the contract and of any orders placed under the contract until proof of registration is confirmed by the DMVA/DAS Procurement Office.

**QUESTIONS:** All questions **must be in writing** and directed to the Department of Military and Veterans Affairs, Division of Administrative Services, Procurement Section via FAX to 907-428-7229 or via EMAIL to [MVA.DASProcurement@alaska.gov](mailto:MVA.DASProcurement@alaska.gov). 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. **Deadline for questions is 1:30 p.m. Alaska time, on February 13, 2015.**

## BACKGROUND INFORMATION

The Department of Military and Veterans Affairs, Alaska Military Youth Academy (AMYA) ChalleNge Program is designed to meet the life coping skills and educational needs of 16 to 18 year old Alaskans. The Youth ChalleNge program is a 22 weeks residential school based on the traditional military training model. AMYA is located at Camp Carroll on Joint Base Elmendorf-Richardson and holds two ChalleNge program classes per year, one of which begins in late March and ends in late August. The other begins in late September and end in late February.

Generally, AMYA makes two major purchases of clothing and equipment per year, prior to the start of each new ChalleNge program class. The quantity to be purchased will be based upon current stock levels on hand. Additional purchases may also be made throughout each program cycle on an as-needed basis.

## SPECIFICATIONS

- 1. T-Shirt.** Crew neck, reinforced seams, 100% pre-shrunk cotton, short sleeves, machine wash/dry. No pocket and no visible company logo. Sizes: Men's small through 4XL. Color: Light gray, such as ash gray or oxford only. Styles: American Giant, Hanes, Port and Company PC 55, or State approved equivalent. **SAMPLE REQUIRED.** Estimated annual usage: 1,000 shirts (800 sizes small through XL; 175 sizes 2XL and 3XL; 25 size 4XL).
- 2. Shorts, Gym:** Minimum 50/50 cotton/polyester jersey knit blend, elastic waistband with or without pockets, machine wash/dry, pre-shrunk. Inseam must be no shorter than 7 inches and no longer than 10 inches. No visible logo. Sizes: Men's small through 4XL. Color: Light gray, such as ash gray, oxford, or light steel only. Styles: MF Soffe, Hanes, Jerzee, or State approved equivalent. **SAMPLE REQUIRED.** Estimated annual usage: 285 pair (250 size small through XL; 25 size 2XL – 3XL; 10 size 4XL).
- 3. Boot, Military or Police Style, Service:** 8 to 9 inch high, waterproof, combination leather and 900-1200 denier nylon upper, moisture wicking lining, slip resistant rubber outsole, non-insulated, shine-able/polish-able leather, lace up only, rust proof eyelets. Speed laces desired but not required. Color: Solid black. Sizes: **Men's** 7-14 with half sizes up to 12, medium and wide widths; **Women's** 5-10 with half sizes, medium and wide widths. Unisex sizes preferred, but not required. Boots offering men's sizes 15 and 16 desired. Styles: Rocky Mountain Fort Hood, Bates, Galls, Converse, or State approved equivalent. **SAMPLE AND SUPPORTING INFORMATION INDICATING AVAILABLE SIZES REQUIRED.** Estimated annual usage: 400 pair (325 men's, 75 women's, or 400 unisex).
- 4. Jacket, Lightweight:** Hooded with drawstring for hood, full length nylon zippered front, 100% nylon shell, 75/25 polyester/cotton blend liner, 100% polyester sleeve lining, 100% polyester filler, resin coated, two large nylon zippered outer pockets, elastic waistband, elastic sleeves with Velcro closure, machine wash/dry. Sizes: Men's small through 4XL. Color: Navy Blue. Style: Port Authority J756 or State approved equivalent. **SAMPLE REQUIRED.** Estimated annual usage: 300 each (215 sizes small through XL; 75 sizes 2XL – 3XL; 10 size 4XL).
- 5. Cap, Baseball, with Lettering:** 5 Panel, solid panels (no mesh), adjustable Velcro strap at back, 100% cotton fabric, seamless front panel, absorbent sweatband. One Size Fits All (OSFA). Color: Navy Blue cap with "ALASKA MILITARY YOUTH ACADEMY" screen printed in bold white letters on front of cap. Screen printing to be in 3 lines: Line 1 = ALASKA; Line 2 = MILITARY YOUTH; Line 3 = ACADEMY; lettering centered on cap. Cost of screen printing to be included in cost of cap. Styles: Otto 31-538-Navy or State approved equivalent. **SAMPLE REQUIRED. SAMPLE MUST BE OFFERED BRAND AND COLOR BUT MAY HAVE ANY WORDING SCREEN PRINTED ON IT.** Estimated annual usage: 500 caps.
- 6. Pants, Sweat:** Mid-weight, minimum 50/50 cotton/polyester blend, with waist drawstring, elastic waistband and elastic cuffs, with or without pockets, pre-shrunk, color fast, machine wash/dry, no company logo. Color: Solid Black only. Sizes: Men's small through 4XL. Style: Gildan Cotton Connection, Port and Company PC90, Jerzee's 973M or State approved equivalent. **SAMPLE REQUIRED.** Estimated annual usage: 500 pair (400 pair of size small through XL; 75 sizes 2XL – 3XL; 25 size 4XL).
- 7. Shirt, Sweat:** Mid-weight, minimum 50/50 cotton/polyester blend, crew neck, knit collar and cuffs, machine wash/dry, color fast, pre-shrunk. Color: Light gray, such as Oxford or Ash Gray only. Sizes: Men's small through 4XL. Style: Gildan Cotton Connection, Port and Company PC90, Jerzee's 4662M or State approve equivalent. **SAMPLE REQUIRED.** Estimated annual usage: 500 shirts (400 sizes small through XL; 75 size 2XL – 3XL; 25 size 4 XL).
- 8. Shorts, Lycra Spandex:** 80 % minimum, 95% maximum nylon, remaining 5% or more lycra spandex, extended crotch with minimum 6 inch inseam, minimum 1 inch elastic waistband with brushed inner lining, no visible company logo, machine wash/dry. Color: Black only. Sizes: Women's extra small through 4XL. Style: Teamwork 4240 or State approved equivalent. **SUPPORTING INFORMATION REQUIRED.** Estimated annual usage: 100 pair (80 size extra small through XL; 15 size 2XL – 3XL; 5 size 4XL).
- 9. Shoe, Athletic Running:** Low or mid cut, synthetic upper mesh, non-marring high abrasion rubber outer sole, padded collar and tongue, lace up closure, arch support. Color: White base with white, black or blue letter or trim. Sizes: Men's 7 to 14 with half sizes up to size 12, medium and wide widths; women's 5 to 12 with half sizes, medium and wide widths. Unisex sizes preferred but not required. Shoes offer Men's sizes 15 and 16 desired. Style: New Balance MX608V3W, WX608V3W, or State approved equivalent. **SAMPLE AND SUPPORT INFORMATION INDICATING AVAILABLE SIZES REQUIRED.** Estimated annual usage: 200 pair (150 men's, 50 women's).



**10. Pants, Military-Style Battle Dress Uniform (BDU):** Military Specification MIL-T-44047E, Battle –Rip 65% Polyester/ 35% Cotton rip stop, adjustable waist tabs, button fly, two front slash pockets, two button down back pockets, two large button down pleated bellow cargo pockets on legs, reinforced seat and knees, four button fly, all seams double-stitched, drawstring ankle ties. Sizes: Men's extra small (regular length); small (short, regular, and long lengths); medium through 3XL (regular and long lengths); and 4XL (regular length). Colors: Navy blue AND Khaki (tan). Style: Propper International or State approved equivalent. **Pants offered must be the same brand as the shirt offered in response to this ITB. SAMPLE AND SUPPORT INFORMATION REQUIRED.** Estimated annual usage: 1500 trousers (approximately 1200 navy blue and 300 khaki).

**11. Shirt, Military-Style Battle Dress Uniform (BDU):** Military Specification MIL-DTL-44048H, Battle Rip 65% Polyester/35% Cotton rip stop, long sleeve, fused pocket flaps and collar, 4 each button down bellows pockets, chest pencil pocket, reinforced elbow, felled side seams and sleeves, adjustable sleeve buttons, drain holes in each pocket, non-tuck in style, machine wash/dry. Sizes: Men's extra small (regular length); small (short, regular, and long lengths); medium through 3XL (regular and long lengths); and 4XL (regular length). Colors: Navy blue and khaki (tan). Style: Propper International or State approve equivalent. **Shirts offered must be the same brand as the pant offered in response to this ITB. SAMPLE AND SUPPORT INFORMATION REQUIRED.** Estimated annual usage: 1500 shirts (approximately 1200 navy blue and 300 khaki).

**12. Jacket, Military-Style, M65 Storm Jacket:** MIL-SPEC, polyurethane coating for water resistance , 210 denier nylon with a, poly/cotton lining.4 snap-up pockets, hook & neck closure, concealed hood, bottom draw cord, interior waist draw cord, button epaulets, hook and loop wrist cuffs, bi-swing back. Sizes: Men's small through 5XL (regular lengths). Color: Black. Style: Rothco 8644 or State approved equivalent. **SUPPORTING INFORMATION REQUIRED.** Estimated annual usage: 50 each (40 sizes small through XL and 10 sizes 2XL through 5XL). **NOTE: Initial order for these jackets is estimated to be 326 each during the first year of a contract resulting from ITB (25 extra small, 50 small, 80 large, 65 XLG, 16 2XL, 5 3XL, 3 4XL, and 2 5XL). After the first year, normal estimated usage will be 50 each.**

**13. Beret, Military-Style:** MIL-SPEC, 100% wool, one piece molded design, unlined, without flash, leather sweatband, rigid insert to keep flash upright and in place. Sizes: 6 3/4 through 7 7/8 (extra small through XL). Color: Black. Style: Glendale Parade Store 4063BK, or State approved equivalent. **IDENTIFY BRAND AND MODEL OFFERED IN BID SCHEDULE.** Estimated annual usage: 250 each.

**14. Scarf, Bib:** MIL-SPEC, polyester, tropical weave, Velcro or snap fastener, machine wash/dry. Size: One Size Fits All (OSFA). Color: Black. Style: Glendale #015BK or State approved equivalent. **IDENTIFY BRAND AND MODEL OFFERED IN BID SCHEDULE.** Estimated annual usage: 300 each.

**15. Belt, BDU:** MIL-SPEC, 1 3/4 inch wide, nylon webbing, with "figure 8" style black metal buckle, fits BDU style uniform belt loops. Black aluminum buckle is preferred. Color: Black only. Size (44, 54, and 64 inches): Medium, large, extra-large only. Style: Rothco #4096, U.S. Cavalry #2921, or State approved equivalent. **SAMPLE REQUIRED.** Estimated annual usage: 300 belts.

**16. Belt, Pistol, Military Style:** MIL-SPEC, heavy duty adjustable web belt with eyelets and plastic or nylon quick release buckle. Sizes: Medium (44 inches), Large (54 inches) and XL (58 inches) Color: Black. Style: Rothco #9053, U.S. Cavalry #9850, or State approved equivalent. **SAMPLE REQUIRED.** Estimated annual usage: 200 each (50 medium, 100 large, and 50 XL).

**17. Cover, Canteen:** Heavy duty, MIL-SPEC, canvas or rip-stop nylon, snap down flaps, with or without external pocket, lined with detachable steel clips for attaching to pistol belt. Cover and clips must be heavy duty and suitable for daily use under all weather conditions during marching, running, physical training, etc. Size: 1 quart. Color: Black. Style: U.S. Cavalry # 2567, or State approved equivalent. **SAMPLE REQUIRED.** Estimated annual usage: 200 each.

**18. Canteen:** MIL-SPEC, 1 quart, heavy duty polyethylene, odor free, dent-resistant, screw on cap. Size: 1 quart. Color: Black. Style: U.S. Cavalry #2566, Rothco 606, or State approved equivalent. **IDENTIFY BRAND AND MODEL OFFERED IN BID SCHEDULE.** Estimated annual usage: 100 each.

**19. Pack, A.L.I.C.E, LC-2, Without Frame or Kidney Pad:** MIL-SPEC, water resistant, minimum 420 denier nylon, approximate size 22 inches x 19 inches, approximate capacity 3800 cubic inches, 3 large outside pockets with snap closures, large top flap, drawstring closures, with should straps, use with LC-2 frame. Product offered must be compatible with LC-2 pack frame. Shoulder straps must be provided with the pack, however, frame and kidney pad is not required. Color: Olive drab. Size: Large only. Style: Rothco 2266, or State approved equivalent. **SAMPLE REQUIRED.** Estimated annual usage: 50 each.

**20. Flight (Aviator) Kit Bag:** MIL-SPEC, heavyweight 1000denier nylon, nylon or metal zipper covered with snap flap on top, approximate size 22 inches x 20 inches x 12 inches, web carry handles wrapped fully around bag for extra reinforcement, I.D. window optional. Color: Black only. Style: Rothco 8163, or State approved equivalent. **SUPPORTING INFORMATION REQUIRED.** Estimated annual usage: 250 bags.

**21. Glove, Liner, Wool:** D3A, Glove, insert, cold weather, type II class I. MIL-SPEC, minimum 70% wool, remaining 30% or less nylon, machine wash/dry. Color: Olive drab, Size: 5 (large) only. Style: Ranger Joe Catalog #0043, Rothco 8418, or State approved equivalent. **SPECIFY BRAND AND MODEL OFFERED IN PRICE SCHEDULE.** Estimated annual usage: 400 pair.

**22. Bag, Laundry:** Heavy duty polyester or nylon mesh, minimum 22 inches x 35 inches, with drawstings and lock closure, with cloth I.D. patch. Bags will be partially filled with clothing, washed in Uni Mac Model UWN100T3VQU1001 industrial grade washer and dried in Uni Mac Model UT120NRMF6G2W01 industrial grade dryer. Bags and bag components, i.e. drawstrings, closures, etc., must be able to withstand weekly laundering temperatures in excess 175F with minimal shrinkage or breakage/degradation of components. Color: White only. **SAMPLE AND SUPPORTING INFORMATION REQUIRED.** Estimated annual usage: 300 each.

**23. Towel, Bath:** Standard cotton or cotton/synthetic blend, minimum 22 inches x 44 inches to maximum 24 inches x 48 inches in size, 6.0 – 8.0 pounds per dozen weight, first quality, sealed edges (stitched, hemmed, etc.). If offering a cotton/synthetic blend towel, offer must contain a minimum of 85% cotton. Color: White only. Style: Mainstays, 1888 Mills, or State approved equivalent. **SAMPLE REQUIRED.** Estimated annual usage: 1000 each.

**24. Cloth, Wash:** Standard cotton or cotton/synthetic blend, 12 inches x 12 inches in size, 1.0 – 1.5 pounds per dozen weight, first quality, and sealed edges (stitched, hemmed, etc.). If offering a cotton/synthetic blend wash, cloth offered must contain a minimum of 85% cotton. Color: White only. Style: Mainstays, 1888 Mills, or State approved equivalent. **SAMPLE REQUIRED.** Estimated annual usage: 1000 each.

**25. Shoe, Shower:** "V" strap thong "Zories", non-skid rubber soles with between the toe rubber thongs, white insoles with black straps and black outsoles. Color: Black straps and outsoles with white insoles. Sizes: Small through 2XL. Style: Shoe Corporation of Birmingham #11051V or State approved equivalent. **SPECIFY BRAND AND MODEL OFFERED IN PRICE SCHEDULE.** Estimated annual usage: 400 pairs (375 x small through XL and 25 x 2XL).

**26. Bag, Toiletry:** Commonly called a "shaving kit". Nylon outside, waterproof vinyl inner lining, with carry handle, full length nylon or metal zipper or Velcro closure on top of bag, large zippered compartment, reinforced stitched seams, approximately 6 inches x 12 inches x 4 ½ inches, outside pocket(s) optional. Each kit is to have "ALASKA MILITARY YOUTH ACADEMY" screen printed in bold white block lettering, all capital, approximately 5/16" inches high on one side of kit. Price offered will include the cost of the screen printing. Color: Standard red with white lettering. Style: C2 Sports AZ-045, Better Line Custom Made, or State approved equivalent. **SAMPLE REQUIRED.** Estimated annual usage: 500 each.

#### ESTIMATED ANNUAL USAGE

The estimated annual usage quantities referenced in this ITB are the State's best estimated requirements and may vary more or less for the quantities actually purchased. These quantities are for evaluation and award purposes only.

#### BID SCHEDULE

**Notes:**

1. Please print legibly.
2. To simplify evaluating bids, please write "NO BID" in the Total Purchase Cost block for items will not be bid on.
3. Do not forget to include shipping cost into the Total Purchase Cost of items that will be bid on.

**LINE ITEMS:**

**1. T-Shirt, Men's Sizes, as specified:**

a. Sizes Small through XL: Estimated 800 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

b. Sizes 2XL and 3 XL: Estimated 175 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

c. Size 4XL: Estimated 25 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

d. **Total Purchase Cost for Items 1a through 1c: \$ \_\_\_\_\_**

e. Brand and Model Offered: \_\_\_\_\_

f. **SAMPLE REQUIRED.**

**2. Shorts, Gym, Men's Sizes, as specified:**

a. Sizes Small through XL: Estimated 250 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

b. Sizes 2XL through 3XL: Estimated 25 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

c. Size 4XL: Estimated 10 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

d. **Total Purchase Cost for Items 2a through 2c: \$ \_\_\_\_\_**

e. Brand and Model Offered: \_\_\_\_\_

f. **SAMPLE REQUIRED.**

**3. Boot, Military or Police Style, Service, as specified:**

a. Men's Size 7 through 14, Med. Width: Estimated 300 pairs x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

b. Men's Size 7 through 14, Wide Width: Estimated 25 pairs x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

c. Women's Size 5 through 10, Med. Width: Estimated 50 pairs x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

d. Women's Size 5 through 10, Wide Width: Estimated 25 pairs x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

d. **Total Purchase Cost for Items 3a through 3d: \$ \_\_\_\_\_**



e. Brand and Model Offered: \_\_\_\_\_

**f. SAMPLE AND SUPPORTING INFORMATION REQUIRED.**

**4. Jacket, Lightweight, as specified:**

a. Sizes Small through XL: Estimated 215 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

b. Sizes 2XL through 3XL: Estimated 75 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

c. Size 4XL: Estimated 10 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

d. **Total Purchase Cost for Items 4a through 4c: \$ \_\_\_\_\_.**

f. Brand and Model Offered: \_\_\_\_\_

**g. SAMPLE REQUIRED.**

**5. Cap, Baseball, with Lettering, as specified:**

a. Cap: Estimated 500 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

b. Screen printing: Estimated 500 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

c. **Total Purchase Cost for Items 5a and 5b: \$ \_\_\_\_\_.**

d. Brand and Model Offered: \_\_\_\_\_

**e. SAMPLE BRAND AND COLOR REQUIRED, BUT MAY HAVE ANY WORD SCREEN PRINTED ON IT.**

**6. Pants, Sweat, as specified:**

a. Sizes Small through XL: Estimated 400 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

b. Sizes 2XL through 3XL: Estimated 75 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

c. Size 4XL: Estimated 25 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

d. **Total Purchase Cost for Items 6a through 6c: \$ \_\_\_\_\_.**

e. Brand and Model Offered: \_\_\_\_\_

**f. SUPPORTING INFORMATION REQUIRED.**

**7. Shirt, Sweat, as specified:**

a. Sizes Small through XL: Estimated 80 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

b. Sizes 2XL through 3XL: Estimated 15 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

c. Size 4XL: Estimated 5 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

d. **Total Purchase Cost for Items 7a through 7c: \$ \_\_\_\_\_.**

e. Brand and Model Offered: \_\_\_\_\_

**f. SUPPORTING INFORMATION REQUIRED.**

**8. Shorts, Lycra Spandex, as specified:**

a. Women's Sizes Extra Small through XL: Estimated 80 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

b. Women's Sizes 2XL through 3XL: Estimated 15 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

c. Women's Size 4XL: Estimated 5 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

d. **Total Purchase Cost for Items 8a through 8c: \$ \_\_\_\_\_.**

e. Brand and Model Offered: \_\_\_\_\_

**f. SUPPORTING INFORMATION REQUIRED.**

**9. Shoe, Athletic Running**, as specified:

- a. Men's Sizes 7 through 14, Medium Width: Estimated 140 pairs x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- b. Men's Sizes 7 through 14, Wide Width: Estimated 10 pairs x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- c. Women's Sizes 5 through 12, Medium Width: Estimated 40 pairs x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- d. Women's Sizes 5 through 12, Wide Width: Estimated 10 pairs x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- e. **Total Purchase Cost for Items 9a through 9d:** \$ \_\_\_\_\_.
- e. Brand and Model Offered: \_\_\_\_\_

**f. SAMPLE AND SUPPORT INFORMATION INDICATING AVAILABLE SIZES REQUIRED.**

**10. Pants, Military-Style, Battle Dress Uniform (BDU)**, as specified (Estimated 1,500 pants):

- a. NAVY, Extra Small Regular through XL Regular: Estimated 1,000 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- b. NAVY, Small Short: Estimated 15 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- c. NAVY, 2XL Regular through 3XL Regular: Estimated 70 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- d. NAVY, 4XL Regular: Estimated 15 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- e. NAVY, Small Long through 3XL Long: Estimated 100 x each \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- f. **Total Purchase Cost for Items 10a through 10e:** \$ \_\_\_\_\_.
- g. Brand and Model Offered: \_\_\_\_\_

**h. SUPPORT INFORMATION REQUIRED.**

- i. KHAKI, Sizes Extra Small Regular through XL Regular: Estimated 200 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- j. KHAKI, Size Small Short: Estimated 5 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- k. KHAKI, Sizes 2XL through 3XL Regular: Estimated 70 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- l. KHAKI, Size 4XL Regular: Estimated 5 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- m. KHAKI, Small Long through 3XL Long: Estimated 20 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- n. **Total Purchase Cost for Items 10i through 10m:** \$ \_\_\_\_\_.
- o. Brand and Model Offered: \_\_\_\_\_

**p. SUPPORT INFORMATION REQUIRED.**

**11. Shirt, Military-Style Battle Dress Uniform (BDU)**, as specified (Estimated 1,500 shirts):

- a. NAVY, Extra Small Regular through XL Regular: Estimated 1,000 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- b. NAVY, Small Short: Estimated 15 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- c. NAVY, 2XL Regular through 3XL Regular: Estimated 70 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- d. NAVY, 4XL Regular: Estimated 15 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- e. NAVY, Small Long through 3XL Long: Estimated 100 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- f. **Total Purchase Cost for Items 11a through 11e:** \$ \_\_\_\_\_.
- g. Brand and Model Offered: \_\_\_\_\_

**h. SUPPORT INFORMATION REQUIRED.**

- i. KHAKI, Sizes Extra Small Regular through XL Regular: Estimated 200 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- j. KHAKI, Size Small Short: Estimated 5 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.
- k. KHAKI, Sizes 2XL through 3XL Regular: Estimated 70 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.



l. KHAKI, Size 4XL Regular: Estimated 5 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

m. KHAKI, Small Long through 3XL Long: Estimated 20 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

n. **Total Purchase Cost for Items 11i through 11m: \$ \_\_\_\_\_.**

o. Brand and Model Offered: \_\_\_\_\_

p. **SUPPORT INFORMATION REQUIRED.**

**12. Jacket, Military-Style, M65 Strom Jacket, as specified:**

a. Sizes Small through XL: Estimated 40 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

b. Sizes 2XL through 5XL: Estimated 10 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

c. **Total Purchase Cost for Items 12a and 12b: \$ \_\_\_\_\_.**

d. Brand and Model Offered: \_\_\_\_\_

e. **SUPPORTING INFORMATION REQUIRED.**

**13. Beret, Military-Style, as specified:**

a. Sizes 6 ¾ through 7 7/8 (extra small through XL): Estimated 250 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

b. **Total Purchase Cost: \$ \_\_\_\_\_.**

c. Brand and Model Offered: \_\_\_\_\_

**14. Scarf, Bid, as specified:**

a. Estimated 300 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost (Total Cost).

b. Brand and Model Offered: \_\_\_\_\_

**15. Belt, BDU, as specified:**

a. Estimated 300 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost (Total Cost).

b. Brand and Model Offered: \_\_\_\_\_

c. **SAMPLE REQUIRED.**

**16. Belt, Pistol, Military Style, as specified:**

a. Size Medium (44 inches): Estimated 50 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

b. Size Large (54 inches): Estimated 100 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

c. Size XL (58 inches): Estimated 50 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

d. **Total Purchase Cost for Items 16a through 16c: \$ \_\_\_\_\_.**

e. Brand and Model Offered: \_\_\_\_\_

f. **SAMPLE REQUIRED.**

**17. Cover, Canteen, as specified:**

a. Estimated 200 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost (Total Cost).

b. Brand and Model Offered: \_\_\_\_\_

c. **SAMPLE REQUIRED.**

**18. Canteen, as specified:**

a. Estimated 100 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost (Total Cost).

b. Brand and Model Offered: \_\_\_\_\_

**19. Pack, A.L.I.C.E., LC-2, Without Frame or Kidney Pad, as specified:**

a. Estimated 50 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost (Total Cost).

b. Brand and Model Offered: \_\_\_\_\_

c. **SAMPLE REQUIRED.**

**20. Flight (Aviator) Kit Bag, as specified:**

a. Estimated 250 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost (Total Cost).

b. Brand and Model Offered: \_\_\_\_\_

c. **SUPPORTING INFORMATION REQUIRED.**

**21. Glove, Liner, Wool, as specified:**

a. Estimated 400 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost (Total Cost).

b. Brand and Model Offered: \_\_\_\_\_

**22. Bag, Laundry, as specified:**

a. Estimated 300 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost (Total Cost).

b. Brand and Model Offered: \_\_\_\_\_

**23. Towel, Bath, as specified:**

a. Estimated 1,000 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost (Total Cost).

b. Brand and Model Offered: \_\_\_\_\_

c. **SAMPLE REQUIRED.**

**24. Cloth, Wash, as specified:**

a. Estimated 1,000 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost (Total Cost).

b. Brand and Model Offered: \_\_\_\_\_

c. **SAMPLE REQUIRED.**

**25. Shoe, Shower, as specified:**

a. Sizes small through XL: Estimated 375 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

b. Size 2XL: Estimated: 25 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

c. **Total Cost for Items 25a and 25b: \$** \_\_\_\_\_

d. Brand and Model Offered: \_\_\_\_\_

**26. Bag, Toiletry, as specified:**

a. Bag Estimated 500 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

b. Screen Printing Cost: Estimated 500 each x \$ \_\_\_\_\_ unit cost = \$ \_\_\_\_\_ extended cost.

c. **Total Cost for Items 26a and 26b: \$** \_\_\_\_\_

d. Brand and Model Offered: \_\_\_\_\_

f. **SAMPLE REQUIRED, BUT MAY HAVE ANY WORD SCREEN PRINTED ON IT.**

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.



<b>BIDDER INFORMATION</b>
---------------------------

GUARANTEED DELIVERY: \_\_\_\_\_ calendar days after receipt of order.

ORDERING ADDRESS:      Business Name: \_\_\_\_\_  
                                 Mailing Address \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 Contact: \_\_\_\_\_  
                                 Phone: \_\_\_\_\_  
                                 Fax: \_\_\_\_\_  
                                 Toll Free: \_\_\_\_\_  
                                 Email address: \_\_\_\_\_  
                                 Website: \_\_\_\_\_

**ATTACHMENTS:**

1. Appendix B1, Indemnity and Insurance
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

**BIDDER'S CHECKLIST:**

**THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED BY THE BIDDER WITH THEIR BID.**

- \_\_\_\_\_ 1. Completed Cover Page (page 1) of this ITB
- \_\_\_\_\_ 2. Proof of your Alaska Business License as specified on page 1.
- \_\_\_\_\_ 3. Completed Attachment 2, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- \_\_\_\_\_ 4. Completed Bid Schedule for Line Items for which you are bidding (pages 10 – 14).
- \_\_\_\_\_ 5. Completed Bidder's Information (page 15).
- \_\_\_\_\_ 6. Required Samples and/or Supporting Information
- \_\_\_\_\_ 7. Mandatory Return Amendments to this ITB, if issued.

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

--END ITB--

**APPENDIX B<sup>1</sup>**  
**INDEMNITY AND INSURANCE**

**Article 1. 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.

**Article 2. Insurance**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; 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.

**2.2 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 claim.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.

---

Offeror's Signature

---

Printed Name

---

Date

**Certification Regarding Debarment,  
Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE  
FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

---

Name and Title of Authorized Representative

---

Signature

Date

1. Is this company enrolled in the Federal System for Awards Management (SAM)?    YES       NO
  
2. If Yes, please provide either the DUNS Number \_\_\_\_\_ or  
the Cage Code \_\_\_\_\_.
  
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving Federal funds. Failure to do so will result in cancellation of the contract.



## Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.