

STATE OF ALASKA INVITATION TO BID (ITB)



STATEWIDE ELECTRICAL SERVICES

ITB 180000047

ISSUE DATE: NOVEMBER 16, 2017

CLOSE DATE: DECEMBER 5, 2017

ISSUED BY:

DEPARTMENT OF ADMINISTRATION
DIVISION OF GENERAL SERVICES

PRIMARY CONTACT:

SHAVONNE JORDAN
CONTRACTING OFFICER
SHAVONNE.JORDAN@ALASKA.GOV
(907) 465-5682

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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 IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION I - INTENT OF CONTRACT

1. **PURPOSE OF THE ITB:** This ITB is intended to establish up to three electrical services contracts per defined region, for state owned and state leased buildings in the Ketchikan region for various electrical repairs and installation services on an as-needed basis. Contracts shall be considered non-mandatory for all Executive Branch Agencies. All other State of Alaska governmental entities may purchase from the contracts resulting from this ITB such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and State of Alaska political subdivisions – cities, boroughs and school districts.

Please review Section VII – Scope of Work and Specifications, for additional information.

2. **CONTRACT PERIOD:** The initial term for the resulting contract will be from date of contract award, (approximately December 21, 2017) through June 30, 2019, with the option to renew for two additional, two-year terms at the state’s sole discretion, through June 30, 2023.

SECTION II - SOLICITATION INSTRUCTIONS

1. **REQUIRED 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 officer at least ten days before the deadline of 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 awards 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. **PRE-BID TELECONFERENCE:** There will be a pre-bid teleconference on *November 22, 2017, beginning at 10:30 AM Alaska Time*. The teleconference will be brief, and provide an overview of the contract sections and individual provisions. Participants should read the ITB to become familiar with the sections.

This will be a teleconference only, and potential bidders may participate by calling. To dial into the teleconference, please use 1-800-315-6338, access code 09593#.

All questions concerning this ITB must be *submitted in writing or via email*, and directed to the contracting officer, Shavonne.jordan@alaska.gov

3. **QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS:** Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB or answered over the telephone. Other questions may be more technical or complex, and may require a written amendment to the ITB. The contracting officer will make that decision. Technical questions may be asked during the pre-bid

teleconference, but will not be answered at that time. Technical questions will be answered in a written amendment.

4. **BID FORMS:** Bidders shall use this and attached forms in submitting bids. A photocopied bid may not be submitted.
5. **DEADLINE FOR RECEIPT OF BIDS:** Bids must be received no later than **4:00 P.M. Alaska Time on Tuesday, December 5, 2017**. Emailed bids are acceptable, but not encouraged, and shall be submitted in accordance with this solicitation Section II (7), "ELECTRONIC BID SUBMISSION."
6. **HARD COPY BID SUBMISSION:** 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 envelopes that have questions or if you are requesting bid information.)* Envelopes with ITB numbers annotated on the outside will be identified as a bid submission and not be opened until the scheduled date and time.

SAMPLE BIDDER ENVELOPE

Bidder's Return Name and Address
Department of Administration Division of General Services PO Box 110210 Juneau, AK 99811-0120 -or- 333 Willoughby Ave, Suite 700 7 th Fl. State Office Building Juneau, AK 99811-0210
ITB #. if you are submitting a bid.

DGS reserves the right to reject any bid submission or portion(s) thereof determined to have been altered/modified from the original format by the Bidder.

7. **ELECTRONIC BID SUBMISSION:** Bids may be emailed to doa.dgs.info@alaska.gov no later than the date and time listed on the ITB "DEADLINE FOR RECEIPT OF BIDS," and must contain the ITB number and name in the subject line of the email to be identified. *Do not* send your emailed bid to Shavonne Jordan.

Emailed bids must be submitted in Excel, Word or PDF formats. The maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. *Do not* include advertising or images. These unnecessary items may put your email over the 20 megabyte limit.

Note: It is the bidder's responsibility to contact the issuing office at (907) 465-2250 to confirm that the bid has been received if a hard copy was mailed. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

8. **IRIS:** Submission of Bids through IRIS (Integrated Resource Information System), will not be accepted.
9. **FAX BID SUBMISSION:** Faxed bids will not be accepted.
10. **LATE BIDS:** Late bids are bids received after the date and time set for receipt of bids. LATE BIDS WILL NOT BE ACCEPTED. Please note there is not guaranteed overnight delivery to **or** within Alaska. It is suggested that you contact the issuing office at (907) 465-2250 to confirm that the bid has been received.

- 11. BID CERTIFICATION:** A Bidder is advised that the State's intent in having the requirements listed below is to ensure that only qualified and reliable contractors perform the work of the contract. A Bidder shall have the burden of demonstrating to the Division of General Services' (DGS) satisfaction that it can in fact perform the work. DGS retains the right to request any additional information pertaining to the Bidder's ability, qualifications, and procedures used to accomplish all work under this Contract as it deems necessary to ensure safe and satisfactory work. (see Attachment 1 – Bid Submission Cover Sheet)

By signature of **the Bid Submission Cover Sheet**, 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 statement that the bidder has applied and paid for a business license;
- (2) the Bidder shall also be required to:
 - Maintain, throughout the term of this contract and all renewals, a professional management and supervisory staff and a staff of full, or part-time, support positions to provide the services described in this application and resulting contract;
- (3) 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 (2-3) 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.

SECTION III - CONTRACT TERMS & CONDITIONS

1. **AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
2. **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. All Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
3. **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 General Services at one of the following numbers no later than July 3, 2017, to make any necessary arrangements:

Telephone: (907) 465-8288

TDD: (907) 465-2205

4. **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 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.

5. **CONTRACT 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.
6. **CONTRACT PERFORMANCE LOCATION:** By signature on their bid, the bidder certifies that all services provided under this contract by the contractor 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.
7. **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.
8. **DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.
9. **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.
10. **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.
11. **FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** Expenditures from the 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. The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form is attached to this ITB and must be completed and submitted with your bid.

In addition to this form, the bidder may have additional contractual requirements or certifications that must be satisfied at the time the order is placed or upon delivery. These federal requirements may be proposed by the ordering agencies for incorporation in orders placed under this contract.

Failure to provide the required certification before submitting a quote or failure to satisfy other federal requirements will not impact the evaluation of quotes received in response to this ITB, however, it may delay award of the contract and/or any orders placed under the contract until certification is submitted to the contracting agency or the federal requirements satisfy the ordering agency.

12. **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 12 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
13. **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.
14. **SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
15. **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.
16. **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.
17. **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.

SECTION IV - CONTRACT INFORMATION

1. **ESTIMATED ANNUAL USE:** The state does not guarantee a minimum number of annual purchases. Orders will be issued throughout the contract period on an as-needed basis by purchasing agencies.
2. **FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER:** For this award, offers made in accordance with this ITB must be good and firm for a period of 90 days from the date of bid opening. 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.

3. **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.

4. **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.
5. **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.
6. **BID PREPARATION COSTS:** The State is not liable for any costs incurred by the bidder in bid preparation.
7. **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.
8. **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 Statute (AS) 36.30.560-36.30.610.

9. **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.

10. **METHOD OF AWARD: OF AWARD:** For the Ketchikan region, awards will be made to the three lowest responsive and responsible bidders following any adjustment(s) for applicable bidder preferences and ranked according to the lowest overall bid price. The state does not guarantee any minimum or maximum purchase. Awards will be contingent upon receipt of proof for all required certification, licenses, and insurance requirements.
11. **VSS: VENDOR REGISTRATION:** Awarded vendors will be required to register with the State of Alaska's Integrated Resource Information System (IRIS). This may be done by vendors at anytime during or after this solicitation. This system is used to provide information to all vendors doing business with the State of Alaska. Vendors may register, create an account and review the Vendor Self-Serve System (VSS) at:
<http://doa.alaska.gov/dof/iris/vendor.html>
12. **CONTRACT CANCELLATION:** The state reserves the right to cancel a contract resulting from this ITB 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 provided before the effective date of termination.
13. **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.
14. **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 30 days before the desired date of cancellation.
15. **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.

SECTION V – PREFERENCES

1. **ALASKA BIDDER PREFERENCE:** Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who:
 - 1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening;
 - 2) submits a bid for goods or services under the name on the 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 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. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference or the bidder may check the applicable box on Attachment 1 – Bid Submission Cover Sheet.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

2. **ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to:
 - 1) sole proprietorship owned by an Alaska veteran;
 - 2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
 - 3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans;or
 - 4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000.
3. **ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.
4. **ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.
5. **EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and is the lowest responsive and responsible bidder with a bid that is no more than fifteen percent (15%) higher than the lowest bid, the contracting officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.
6. **PREFERENCE QUALIFICATION:** In accordance with AS 36.30.321(i), in order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must *add value* by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

Regarding preferences 3 and 5 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskans; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 3 and 5 above, an individual or business 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.

SECTION VI - INSURANCE REQUIREMENTS

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 directly responsible, respectively, to each.

The term "*independent negligence*" is defined as negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and approving or accepting the Contractor's work.

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 Procurement Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions.

Failure to furnish satisfactory evidence of updated 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.

3. **INSURANCE TYPES:** Proof of the following insurance documents is *required* by each vendor prior to Contract Award.
 - 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-responsible and to reject the bid.

4. **INSURANCE UPDATES:** It is the responsibility of the bidder to maintain updated insurance documents with the Division of General Services contract administrator. During the course of the contract, failure to provide evidence of updated, proof of all insurance within 30 days of an insurance expiration or insurance update is a material breach of contract and may be grounds for suspension or termination of the contract.

Bidders should list the State of Alaska as a Certificate Holder:

State of Alaska
Department of Administration
Division of Shared Services/General Services
PO Box 110210
Juneau, Alaska 99811

SECTION VII - SCOPE OF WORK AND SPECIFICATIONS

1. **DESCRIPTION OF WORK:** This work may include, but is not limited to:
 - Installing and/or relocating new or existing electrical services, including fire alarm systems, rewiring/upgrading electrical panels, installing meter bases, replacing breakers, rewiring buildings, facilities, installing/relocating service outlets and light fixtures, installing new equipment services, emergency power panels and disconnects, surveillance cameras, DDC system, automated key card, lighting systems, electrified signage;
 - Trouble shooting electrical circuits, instrumentation and control circuits and development of repair means and methods for a wide variety of electrical systems;
 - Verifying or locating the origin of power sources when modifying or relocating existing electrical systems;
 - Configuring, installing and testing communication data ports and Category (CAT) 5E & CAT 6 wiring for computer systems;
 - Electrical engineering preparation design drawings of specifications used to obtain required permits; and,
 - Other electrical work as described by the user agency.

The Contractor shall provide all materials and labor necessary to perform maintenance, repair, renovations, installation or alteration of electrical systems including power, lighting, electrical related fixtures and any and all other components per drawings and specifications which will be provided by the agency. Work may be performed on the exterior or interior of buildings.

2. **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 done over, by the contractor, at the contractor's risk and expense.

Contractors are responsible for meeting and complying with all federal, state, and local laws, regulations, industry standards, codes, licenses and permits required to perform the services of this contract. Contractors must comply with Little Davis-Bacon wage rates when required, for projects greater than \$25,000.

The Little Davis-Bacon Act (LDBA) is a set of state laws in title 36 that establish minimum wage and associated requirements for labor on public construction contracts awarded by the State of Alaska or a political subdivision of the state. The minimum wage (also known as the prevailing wage) is applicable to construction-related workers. The Alaska Department of Labor and Workforce Development (DOLWD) publishes the prevailing minimum wages twice a year at their Division of Labor Standards and Safety website. The contractor must comply with the requirements noted within the DOLWD packet entitled, "Laborers' & Mechanics' Minimum Rates of Pay." (Pamphlet 600). Contractors may obtain a copy of this packet, contact the procurement agency or the Department of Labor at: <http://labor.alaska.gov/lss/pamp600.htm>

For work awarded by the purchasing agencies that exceeds \$25,000, the Contractor (and all subcontractors) shall pay the current prevailing rate of wages as per AS 36.05.010. The contractor (and all subcontractors) shall file certified payroll with the DOLWD and with the purchasing agency for all work performed on the project.

Before beginning work, the contractor shall file a Notice of Work with DOLWD and pay any/all required fees. After finishing work, the contractor shall file a Notice of Completion with DOLWD and pay any/all additional fees required by increases in the final contract amount.

3. **WARRANTY:** The work provided under this contract shall be guaranteed to be free from defects in material and workmanship for a period of two (2) years commencing upon the date of final payment of each project. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the state. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The state is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

If a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and if the state's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on your bid for this ITB, the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

4. **RESPONSE TIME:** Contractor shall meet or exceed the following minimum response times for the specified response levels. If an emergency request is made by the user agency that requires an immediate service response, Contractor shall make all reasonable efforts to respond as needed.

Response Level	Call Back Response	Service Response	Definitions
1 – Emergency	¼ hour	1 hour	An "Emergency" service shall be defined as such a situation that would involve an operational or other program function that potentially threatens the health and safety of persons, the destruction of property, or the ability of the agency to perform necessary operations.
2 – Critical	1 hour	4 hours	A "Critical" service call shall be defined as any service for thermal comfort, normal operations, critical occupancy, necessary services or operational necessity, or event service.
3 – Routine	48 hours or less	As negotiated with agency	Scheduled repairs, maintenance or event set-up.

5. **WRITTEN QUOTES:** For state owned or leased building, only those employees who are acting under the delegated authority and hold a warrant certificate from the DOT&PF for construction activities may process request for quotes under this contract. The DOT&PF Construction Contracting Warrant System applies to all employees responsible for encumbering Department or delegated operating agencies via procurement of professional services and construction related activities. Refer to: [Construction Contracting Warrant System](#).

Contractor will perform a site visit (if requested) and prepare a "not to exceed" written quote. These estimates shall include the estimated number of hours, hourly rate, number and type of employees required, estimated material cost and completion date. Site visit and quotes shall be provided within five (5) working days after notification of requesting agency. Failure to provide information within stated timeframe may force the agency to seek services elsewhere. Repetitive failure to respond may result in cancellation of contract. There will be no charge for written quotes requested by the state whether or not the work is performed. The value of each work order cannot exceed \$100,000.

Unforeseen or unknown repairs will be mutually agreed upon by the Contractor and the agency, and a written change order will be issued. The Contractor shall submit a written estimate for the extra work to the agency on a Time and Materials basis using Contract pricing. The purchasing agency shall not pay for additional work if the Contractor performs the work without the Agency's approval. Contractors must notify using agencies immediately of delays of any kind.

6. **WORK HOURS AND DELIVERY OF MATERIALS:** It shall be the Contractor's responsibility to see that tools, equipment, and materials are delivered within or adjacent to the work area as specified by the agency. In the interest of clarification, the following definitions shall apply to this contract:

Regular Hours:

- Monday through Friday, 8:00 A.M. – 5:00 P.M.

Overtime Hours (including weekends and holidays as observed by user agency):

- Monday through Friday, 5:00 p.m. – 8:00 a.m.
- Weekend Hours: Saturday and Sunday, any hour day or night.

Holidays - In the State of Alaska, legal holidays occur on:

- 1) New Years Day - January 1
- 2) Martin Luther King's Birthday - Third Monday in January
- 3) President's Day - Third Monday in February
- 4) Seward's Day - Last Monday in March
- 5) Memorial Day - Last Monday in May
- 6) Independence Day - July 4
- 7) Labor Day - First Monday in September
- 8) Alaska Day - October 18
- 9) Veteran's Day - November 11
- 10) Thanksgiving Day - Fourth Thursday in November
- 11) Christmas Day - December 25
- 12) Every day designated by public proclamation by the President of the United States, or the Governor of the state as a legal holiday.

If any holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal holidays. If the holiday falls on a Sunday, Sunday and the following Monday are both legal holidays.

The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damage during this contract shall be repaired or replaced to the satisfaction of the user agency.

It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. User agency shall not assume any responsibility for vandalism or theft of materials, tools, or equipment.

7. **DEMOLITION AND DEBRIS REMOVAL:** The Contractor shall be responsible for the removal of all debris from the site and clean affected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a user agency representative, shall remove such debris and materials from agency property. All affected areas shall be restored to the original or better condition to the satisfaction of the Engineer. No additional charges will be allowed for failure to include all labor that is required for this Work. The Contractor shall provide all refuse containers for the work and be responsible to dispose off site, all waste materials and rubbish.
8. **UTILITIES:** User agency shall make available all required utilities to the Contractor for work under this contract. This however does not include those utilities to be installed by the Contractor as a part of the scope of work or specification. Accidental interruption(s) caused by the Contractor and repair thereto, shall be at the Contractor's expense. Planned interruptions under this contract shall be coordinated with the user agency's office at least one day in advance of the expected interruption. Testing of any audible alarms must occur after regular work hours.
9. **POTENTIALLY HAZARDOUS MATERIALS:** If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of the bid opening. The extent of use of the hazardous material may be a factor in the award of the contract. Prior to beginning any work, the Contractor will check with the agency for any known asbestos material.
10. **CODES AND STANDARDS:** Materials and installation shall comply with the latest editions of codes, laws and ordinances of Federal, State and local governing bodies and authorities having jurisdiction. In case of differences between Building Codes, State and Federal laws, local ordinances, utility companies' regulations and the Contract Documents, the most stringent shall govern.

All work shall be done in a safe manner and comply with all governing regulations concerning safety. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used. All work being performed for and/or on user agency property shall fully conform to all local, state, and Federal safety regulations.

11. **TEMPORARY SUSPENSION OF WORK:** During the progress of any work, the Contractor may suspend work via written permission of the user agency wholly or in part, for such period or periods as the user agency may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable progression of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the public unnecessarily, nor become damaged in any way, and they shall take every precaution to prevent damage or deterioration of the work already performed. When conditions warrant resumption of work on the project, the Contractor shall notify the user agency 24 hours in advance and shall proceed with the work only when and if authority is granted by the user agency. Any work performed without approval by the user agency will be at the contractor's risk, and he shall be held liable for removal of any such work.
12. **SERVICE CONTRACT DEFICIENCIES:** The Contractor's failure to provide goods or service required by this contract will be grounds for the state 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 seven (7) working days from the time it is issued, the state may issue another SDC and procure, from another Contractor, the goods or services necessary to correct the problem. The Contractor will be obligated to reimburse the state for the amount required to correct the

problem. If a Contractor gets more than two (2) substantiated SDCs in a 30-day period or a total of five (5) substantiated SDCs in a 90-day period, it will be grounds for the state to declare the Contractor in default.

13. **CONTRACT PRICING: Man hours paid under this contract shall be only for hours at the job site.** Hourly rates entered on the Bid Schedule must include all incidental costs such as, but not limited to, estimates, office support, insurance, tools, equipment, transportation, contractor overhead, required permits, and profit. There shall be no additional charges for basic tools, equipment and shop supplies.

Material prices shall be based on the posted Suggested Retail Price List. One bid price percentage will be offered for all Manufacturer's Price Lists. Bid prices shall be a percentage (in minimum increments of one tenth of a percent) that will be deducted from (discount), or added to (mark-up), or no (zero) discount or markup deducted from or added to, the most current price list. No additional charges will be allowed.

Bid evaluation will be based on a hypothetical purchase of \$25,000. The discount or mark-up and any applicable Alaska preferences will be applied to arrive at the final price for bid evaluation:
(\$_____ + or – Percentage Mark-up/discount) = Total, adjusted by Alaska preferences if applicable.

The bidder's failure to indicate the percentage discount (-), mark-up (+) offered in the bid will cause the state to consider the offer to be non-responsive and reject the bid. If left blank, the State will construe that no mark-up or discount is being offered. Bidders will be required to list all manufacturer and distributor sources. Contract users may negotiate additional discounts for bulk purchases of a desired item.

Rentals of trucks, lifts, power scaffolds, digging equipment and major specialized tools is permissible when required and agreed upon by both parties. Rentals shall be billed to the user agency at Contractor cost and listed on the invoice on a separate line.

Subcontractor costs will be paid at the Contractor's hourly rates submitted on the Bid Sheet. Upon request, Contractor shall supply invoice copies from suppliers and subcontractors.

14. **CONTRACTOR SELECTION PROCESS:** Once the contracts are established this selection process will be used. On all projects, the using agency will contact the highest ranked contractor first. If, for any reason, the lowest contractor is not available to perform the needed service, the using agency will contact the next ranked contractor for that location. This process will continue until a contractor who can perform the service is located. On complex projects, the using agency can choose to solicit bids from one, two or all three of the contractors that are selected for this contract.

Example: The following example is a hypothetical bid and is for illustration purposes only. Bidder will fill in the grey sections of the bid schedule. Bidder offers a routine hourly rate of \$90, an overtime/holiday hourly rate of \$110, an emergency/critical hourly rate of \$130, and a 25% discount from manufacturer's list price: **discount (-), or mark-up(+)**. Based on the above information, the Example bid will be evaluated as follows:

A	<u>ROUTINE HOURLY LABOR RATE</u>	<u>ESTIMATED HOURS</u>	<u>EVALUATED PRICE</u>
	\$90.00	x 600 hours =	\$90,000.00
B	<u>OVERTIME/HOLIDAY LABOR RATE</u>		
	\$110.00	X 40 Hours =	\$4,400.00
C	<u>EMERGENCY/CRITICAL LABOR RATE</u>		
	\$130.00	X 20 Hours =	\$2,600.00
D	<u>ESTIMATED MATERIAL PURCHASES</u>	<u>CATALOG DISCOUNT</u> (-/+/0)	

	\$25,000	-25.00%	\$18,750.00
E	TOTAL EVALUATED PRICE	Total (A-D)	\$115,750.00

15. **LOCATION OF WORK:** The Location(s) work is to be performed are **within the Ketchikan region:**

1) **Ketchikan Region** – Includes any area on the road system within the Ketchikan Gateway Borough.

Bidders must have a physical location (street address) with staff permanently located within the Ketchikan region.

Contractors will be responsible for servicing all participating State agencies within the location of award at no additional charge, regardless of size.

There may be occasion when a governmental entity listed above may request a quote for electrical services outside of the Ketchikan region. If the work request is outside of the Ketchikan region, the governmental agency will request a lump sum quote from the Contractor for a specific scope of work which may include but not limited to: labor (at the prevailing rates offered herein) materials, licensing, permits, insurance, parts, equipment, and travel to and from the remote location. Contractor shall be required to use the same hourly labor rates as offered in the ITB.

Contractors willing to perform services outside the defined region must indicate on the Attachment 1 - Bid Submission Cover Sheet. The state will reimburse approved travel, lodging, and meals costs associated with the project. The contractor will provide documentation (i.e. receipts, canceled tickets, invoices) supporting any travel and transportation claims to the state. All travel and travel related expenses must be preapproved in writing by the purchasing agency. The Contractor will not be reimbursed for any travel or transportation expenses not preapproved in writing by the purchasing agency. Cost will not to exceed the rate applicable to State employees for the geographical area in which assigned. If the state provides meals but not lodging or lodging but not meals, the allowance will be adjusted per the current state per diem policy.

16. **QUALIFICATIONS:** Contractors shall have a minimum of five years' experience in providing the full range of commercial electrical services described herein.
17. **SUBCONTRACTORS:** 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.
18. **CLAIMS:** Any act or occurrence, be it a result of an emergency, differing site condition or change order, which may form the basis of a claim for a price or time adjustment, must be reported immediately to the Procurement Officer administering this contract at the time of the act or occurrence.
19. **ASSIGNMENTS:** 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.
20. **BACKGROUND CHECK:** All Contractors and subcontractors and their employees who will be in state owned buildings must have a background check at the contractor's expense. Background checks are required only for state-leased buildings (as requested) and the following buildings:

Juneau: <ul style="list-style-type: none"> Alaska Office Building Alaska State Museum Archives Building Community building Court Plaza Building Dimond Courthouse Public Safety Building State Office Building Capital Building, 3rd floor Governors Mansion (procedure process and forms are different) 	Anchorage: <ul style="list-style-type: none"> Atwood Building Linny Pacillo Parking Garage
	Fairbanks: <ul style="list-style-type: none"> Regional Office Building
	Palmer: <ul style="list-style-type: none"> State Office Building

21. BACKGROUND CHECK PROCEDURE:

- Each person performing work on site under this contract (including Contractors project managers and/or job foreman) are required to obtain a background check through the Department of Public Safety by the Contractor requesting for Criminal Justice Information from the record subject name check (presently the fee for processing is \$20 for a single copy).
- The Contractor shall pay all associated processing fees which may be in the form of a personal check, cashiers' check or money order made payable to the Department of Public Safety.
- The Contractor shall tender to the Contracting Officer/Project Manager listed on the solicitation document a copy of the Background Check reports for each individual for acceptance or denial at the sole discretion of the Division of General Services Leasing and Facility Manager prior to commencement of any work at the site. The background checks shall remain confidential.
- The Contractor may request the background check directly with the Alaska Department of Public Safety.
- The Contractor shall be advised that the background checks may take longer than a week to obtain from the Department of Public Safety.
- The Contracting Officer will advise the Contractor of acceptance or denial for each individual to work on this project within 48 hours of submittal.
- Background checks are good for a period of one year from the date of acceptance. The Contractor is responsible for obtaining replacement background checks for each person performing work on site under this contract annually at the Contractor's expense.
- An alternative to Agency contractors obtaining background clearance is for the Contractor to be escorted by an Agency employee the entire time while on state property at the Agency's discretion. The name of the Agency employee providing the escort must be provided to DGS during the construction approval process.

SECTION VIII - REQUIRED LICENSING AND CERTIFICATION

- ALASKA BUSINESS LICENSE:** 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 and Alaskans with Disabilities Preference; a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>
Phone: (907) 465-2550
Email: license@alaska.gov

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 Attachment 1- Bid Submission Cover Sheet);
- (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 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.

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

2. **VENDOR TAX ID NUMBER:** 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.

SECTION IX - INVOICING AND PAYMENTS

1. **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.
2. **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.
3. **BILLING INSTRUCTIONS:** 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 the service is completed and they receive an invoice. Questions concerning payment must be addressed to the ordering agency. Payment shall be made as authorized by the state and in accordance with the terms and conditions of this contract.
4. **INVOICES:** The Contractor must submit an itemized invoice directly to the ordering agency. Payment will be made by that agency directly to the Contractor. The Contractors' invoice shall clearly state:
 - Actual hours worked at labor rates quoted;
 - A complete description of work performed, location, and date;
 - Reimbursable travel and transportation expenses with documentation to support reimbursement claims; and,
 - Copy of original written quote (upon request).

5. **INVOICE DISCREPANCIES:** Invoice verification will be routinely performed on contract pricing to assure contract compliance. Overcharges shall be credited to individual agency accounts by the Contractor within 30 days of notification. In the case of frequent discrepancies, or at the reasonable request of the state, the Contractor will be required to perform an item by item audit to correct all pricing errors. Repeated cases of invoice errors may cause the contract to be terminated.

6. **DIRECT PURCHASING OF ELECTRICAL SERVICES:**

- a. **ELECTRONIC FUNDS TRANSFER (EFT):** The use of EFT may be an option for payment of goods purchased off this contract. This option is not a requirement for the award of this contract. If the successful contractor's bank has the capability of receiving payment via EFT, the state reserves the right to make payments electronically.

If an ordering agency purchases service with ETF, the contractor *will send* a scanned copy of the purchasing request to the DGS contract administrator within 24 hours. The document will identify the purchasing agency, date and total amount of purchase.

- b. **CREDIT CARD PURCHASES:** The Contractor shall accept the state's credit card as a payment option for orders placed under this contract. Additional fees for use of a credit card shall not be added to the contract price.

If an ordering agency purchases service with a credit card, the contractor *will send* a scanned copy of the purchasing document to the DGS contract administrator within 24 hours. The document will identify the purchasing agency, date and total amount of purchase.

7. **REPORTING DIRECT PURCHASES:** The preferred method of reporting ETF purchases, or Credit Card purchases, is scanned document submittal is via email. However, a hardcopy may be mailed to the contract administrator:

State of Alaska - Department of Administration
Division of Shared Services/General Services
PO Box 110210
Juneau, AK 99811-0210
ATTN: *Contract Administrator's Name* – Contract #180000047

NOTE: Ordering agencies will be instructed to submit a copy of the final invoice or credit card payment receipt directly to the DGS Contract Administrator listed on this solicitation or on the Contract Award Manual at the DGS website. The payment information submitted by both the contractor and purchasing agency will be used for contract auditing purposes. Direct purchases must be also reported on quarterly reports.

SECTION X. ADMINISTRATIVE AND REPORTING REQUIREMENTS

1. **CONTRACT ADMINISTRATION:** The administration of the resulting contract will be the responsibility of the Contracting Officer appointed by the Department of Administration, Division of General Services.
2. **REQUIRED USAGE/SPEND REPORTS:** Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report, which will list the following information at the minimum: purchasing entity/state agency, date of purchase, state contract price, retail price, savings and any additional fees for each transaction. Purchases by non-state agencies, political subdivisions and others authorized by law shall be reported in the same report and indicated as required. These usage reports are due 30 days after the end of the quarter.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31

State Fiscal Quarter 3 (Jan 1 - Mar 31):

Apr 30

State Fiscal Quarter 4 (Apr 1 - Jun 30):

Jul 31

Attachment 3 - Sample Usage Report: An electronic version of Attachment 3 – Sample Usage Report will be provided in this solicitation and again to all bidders who receive Contract Awards. It will be in the form of an Excel spreadsheet and will be used by contractors for reporting mandatory quarterly usage and spend throughout the life of this contract.

2. **ADMINISTRATIVE FEE:** Contractors shall provide a quarterly administrative fee of 1.5% to the State of Alaska. Contractors shall submit a check, payable to the State of Alaska, Department of Administration, Division of General Services, for the calculated amount equal to 1.5% of the total sales for the quarterly period. Contractors must include the contract number on the check. Checks submitted to the state without the contract number will be returned to the contractor for the required information.

- Administrative fee checks shall be submitted to:

State of Alaska
Department of Administration
Division of General Services
PO Box 110210
Juneau, AK 99811-0210
ATTN: Purchasing Section – Contract #180000047

- The administrative fee shall not be invoiced to a purchasing agency. Payment of the administrative fee is due irrespective of payment status on any orders. Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	October 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	January 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	April 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	July 31

- Any quarter with *zero sales* (No Usage), must be reported as zero sales. This may be done electronically via email to the contracting officer.

SECTION XI – BID SCHEDULE & VENDOR INFORMATION

Contractors must submit their bids in Attachment 2 – Bid Schedule. Contractors must offer an hourly rate for the three (3) sections required: Routine Hourly Labor Rate, Overtime/Holiday Labor Rate, and Emergency/Critical Labor Rate.

Hourly rates entered on the Bid Schedule must include all incidental costs such as, but not limited to, estimates, office support, insurance, tools, equipment, transportation, contractor overhead, required permits, and profit. There shall be no additional charges for basic tools, equipment and shop supplies.

Failure to complete all portions of the required attachments may cause the state to consider the bid for that region non-responsive and reject that region bid.

ATTACHMENTS:

- | | |
|--|----------------------|
| 1. Attachment 1 – Bid Submission Cover Sheet | (Mandatory Return) |
| 2. Attachment 2 – Bid Schedule | (Mandatory Return) |
| 3. Attachment 3 – SAMPLE Usage Report Form | (Informational only) |