

INVITATION TO BID

180000051

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Corrections
Division of Administrative Services
Attn: Procurement Office
(802 3rd St. Suite 221, Douglas, Alaska 99824)
P.O. Box 112000
Juneau, Alaska 99811-2000

THIS IS NOT AN ORDER

DATE ITB ISSUED: March 16, 2018

ITB TITLE: Establish a Contract Award for the purchase of miscellaneous ammunition for the Alaska Department of Corrections, On An As-Needed Basis.

SEALED BIDS MUST BE SUBMITTED TO THE OFFICE IN WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ON April 06, 2018 ALASKA TIME AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: VARIOUS LOCATIONS

DELIVERY DATE: AS-NEEDED


FOB 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 and 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.

 Michael Williams CONTRACTING OFFICER TELEPHONE NUMBER 907-465-8109 907-465-2006 (fax) 907-465-3274 (TTY) E-mail: michael.williams@alaska.gov ALASKA BUSINESS LICENSE NUMBER	COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
	AUTHORIZED SIGNATURE	
	PRINTED NAME	
	DATE	E-MAIL ADDRESS
	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

(USPS mailing address)
Alaska Department of Corrections
Central Procurement Office
P.O. Box 112000
Juneau, Alaska 99811-2000

(OR)

(physical address)
Alaska Department of Corrections
Central Procurement Office
802 Third Street, Rm 221
Douglas, Alaska 99824

ITB No.: 180000051

Opening Date: April 06, 2018 2:00 PM ALASKA TIME

ELECTRONIC BID SUBMISSION: Bids may be emailed to DOC.Procurement@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **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. It is the bidder's responsibility to contact the issuing office at (907) 465-8109 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4. 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.

5. 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.

6. 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.

20. GOVERNING LAW; FORUM SELECTION: A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 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.

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.

ALASKA VENDER AND PRODUCT 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[25]

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25] 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 a (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. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

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

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

5. 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.

6. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25], and is offering goods or services through an employment program as defined under 36.30.990(11), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

7. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990[25], 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.

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, 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.

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 6 or 7 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.

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran 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, 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.

Alaska Bidder Preference Affidavit

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.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the affidavit 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 affidavit 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.

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 Contracting Officer at one of the following numbers no later than 15 days prior to bid opening to make any necessary arrangements.

Telephone: (907) 465-8109
 Fax: (907) 465-2006
 TDD: (907) 465-3274

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.

PREFERENCE QUALIFICATION: In order to qualify for an Employment Program Preference, an Alaskans With Disabilities Preference or an Employers Of People With Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

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

HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that:

- 1) 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; or
- 2) if the bidder is 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, a certified copy of the bidder's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

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 or proposal 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 ammunition on an as-needed basis for the Department of Corrections. However, if the state becomes aware that the specified ammo is at a lower price through a different source, the contractor has the opportunity to match pricing. If the contractor cannot match the lower price within 5% of the contract price, the State of Alaska reserves the right to purchase from the other source without being in violation of terms and conditions of the contract.

Most orders will be consolidated and ordered from, and delivered to, the department's training academy in Palmer 99645, however the State reserves the right to specify delivery to other locations outside of Palmer and Anchorage (F.O.B. Palmer, with freight prepaid and added as a separate line item on vendor's invoice).

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 serves as 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 Delivery 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 Delivery 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 which establishes a lower interest rate or precludes the charging of interest.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Department of Corrections, Michael Williams, Procurement Specialist / Contracting Officer, P.O. Box 112000, Juneau, Alaska 99811-2000, phone (907) 465-8109, fax (907) 465-2006.

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.

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.

BRAND SPECIFIC: Certain items may be designated brand specific. When an item is so designated, no substitutions for the brand and model specified will be allowed. In this ITB, Lot 1 is brand and model specific for only those brand and models listed on the Bid Schedule as acceptable.

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 supplemental information or the product sample(s), within the time set by the State, will cause the State to consider the offer non-responsive and reject the bid.

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.

ALASKA PRODUCT PREFERENCE: Bidders who offer products which have received certification by the Department of Commerce and Economic Development and that are listed in the current published edition of the "Alaska Products Preference List" will receive this preference. In order to qualify for the Alaska Product Preference, a bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or regulations that allow for product exchanges/substitutions, or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a three (3) percent preference.
- Class II products receive a five (5) percent preference.
- Class III products receive a seven (7) percent preference.

Bidders must check the correct preference box beneath each line item. When the bids are evaluated, the preference percentage will be deducted from the bid price. If a bidder fails to check one of the product preference boxes, no preference will be given.

CONTRACT PERIOD: From date of award through March 31, 2019 with the option to renew for three (3) additional one-year terms at the same price, terms and conditions, as the original contract. All renewal options are to be exercised solely at the discretion of the State of Alaska.

PRICE ADJUSTMENTS: Contract prices are to remain firm through March 31, 2019. Annually beginning March 01, 2019, the contractor may request price adjustments. Requests must be in writing and must be received thirty (30) days prior to the adjustment date.

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 a breach of 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 60 calendar days after the receipt of an order. Bids that specify deliveries in excess of 60 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).

F.O.B. POINT: The F.O.B. point for this ITB will be Palmer, Alaska 99645. Most orders will be consolidated and ordered from, and delivered to, the department's training academy in Palmer Alaska. The State reserves the right to specify delivery to other locations outside of Palmer (F.O.B. Palmer, with freight prepaid and added as a separate line item on vendor's invoice). When alternate delivery locations are specified, 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 contractor will be required to prepay the freight charges to the ultimate destination. The contractor may charge-back the freight charges to the ultimate destination as a separate item on the State's invoice.

USAGE REPORT: Each year, 60 calendar days prior to the contract price adjustment date, the contractor must furnish the State a usage report. The usage report must follow the format of the Bid Schedule and must accurately state the actual use of all items on the Bid Schedule. A contractor's failure to provide this information in a timely manner may cause the State to cancel the contract.

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. Questions concerning payment must be addressed to the ordering agency.

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 purchase. Orders will be issued throughout the contract period on an as-needed basis.

WARRANTY: The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least 90 days. 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:

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail, and
2. 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 the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

PARTS / ACCESSORIES: Only parts or accessories designed for the purpose they are being used, and warranted as new, may be used in the repair of State equipment.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The State will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

CONTRACT CANCELLATION: The State reserves the right to cancel the contract at its convenience upon 60 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.

ADDITIONS AND DELETIONS OF INDIVIDUAL LINE ITEMS TO THE CONTRACT:

Additions and deletions of line items shall not be made without the express written approval of the Procurement Officer.

METHOD OF AWARD: Award will be made by the entire lot to the lowest responsive and responsible bidder. Bidders must bid on all items within a Lot 1 to be considered responsive. All items in the Lot 1 are brand and model specific and are considered no substitute for the brands and models listed as acceptable.

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 30-day prior notice of cancellation, non-renewal or material change of conditions. 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.

CHANGES: No alteration or notification of any of the terms, conditions, or specifications of the contract resulting from the invitation to bid shall be allowed without prior written consent of the contracting officer.

SHORTAGES: The contractor will notify the ordering facility of any shortage if delivery is longer than the contracted 60 days of delivery time immediately. The state reserves the right to order from other sources due to shortages, and shall not be considered a violation of the contract terms.

VEHICLE AND PERSONNEL CHECKS REQUIRED: All vehicles and personnel will be subject to identification and/or search in accordance with State law. No weapons, drugs, alcoholic beverages, or other items considered contraband will be permitted inside institution boundaries. Violators will be

subject to prosecution under State law. Contractor will insure that only licensed drivers shall make deliveries.

SECURITY SPECIFICATIONS

SECURITY: Security at all Alaska correctional facilities is the first priority. Contractors can expect delays in conducting business within the facility and/or its grounds. “Contractor” is defined as: delivery personnel, couriers, or service providers. Prisoner counts, emergencies of any type, prisoner movement, other deliveries, or other factors may delay or restrict contractor entry or movement within the perimeter. Security staff will facilitate contractors in conducting their business, but contractors must at all times respect security staff instructions. Contractors must follow all lawful instructions and directives of any staff member while on facility grounds. The State will at all times retain the exclusive right to restrict contractor access to the facility, or portions of the facility, for any reason.

Contractors must at all times have in their possession a valid Alaska Driver’s License or State provided identification card and be prepared to provide it to any staff whenever requested. Contractors must never leave their tools or personal effects unattended or unsecured. Knives, cellular telephones, toxic/hazardous chemicals, alcohol, tobacco, drugs and paraphernalia, weapons of any kind, and explosives are prohibited at all times. All other items (i.e. tools, repair parts, cameras, paperwork, boxes) entering the facility are subject to inspection and must be approved by security staff. Contractor tools and other items may be inventoried upon entering and exiting the facility. Giving prisoners access to driver’s licenses, credit cards, telephone numbers, family pictures, etc. is a breach of security. Contractors must fully cooperate with facility staff to prevent escape, sabotage, assault, any disturbance, or the importation of contraband. There is no confidentiality when it comes to security at one of the correctional facilities. Information regarding impending riots, escape plans, assaults, and other such matters that come to you in what would otherwise be considered a confidential exchange must be passed on to security staff immediately. To withhold information such as this could endanger you and others as well as lead to criminal charges. Nothing within this section limits a specific facility’s superintendent or security staff member from modifying or imposing alternate security requirements for contractors and their staff.

SECURITY CHECK: All personnel (both contractor and Subcontractors) will be required to undergo a security check prior to commencement of work. A mandatory security briefing will be provided to the contractor staff prior to start of on-site work.

1. The contractor will complete a Request for Clearance form to submit to the facility security staff for review at least 48 hours prior to commencement of work. The form requires the following information from each person working on site:
 - a. Full name.
 - b. Residence address.
 - c. Telephone Number.
 - d. Date of birth.
 - e. Social Security Number.
 - f. Valid driver's license and state of issue, or other photo identification bearing social security number.
 - g. The names of any relatives, friends or acquaintances that are currently incarcerated within the facility.

2. The security check will look for recent or frequent past convictions or for outstanding warrants. Security staff reserve the right to disqualify anyone from access to the work site. A past conviction will not automatically disqualify.
3. Once a Request for Clearance has been approved and is on file it is not necessary for the contractor to complete a new form each time they request to enter the facility grounds.

PERSONNEL ACCESS:

1. Access to the work site, which is within a correctional facility, will be monitored and controlled by the Department of Corrections in order to prevent importation of contraband and escape of inmates. At no time will contractor staff enter areas of the facility that are off-limits to them, nor drive vehicles along the perimeter fence or other unauthorized areas unless directed to do so by security staff.
2. Contractor staff will report to the visitor's reception area at the beginning of each shift to obtain their identification badge or visitor's badge and sign in on the contractor's log. At the end of each shift, contractor staff will return their badges to this area and sign out of the contractor's log. If workers leave the compound at lunch, they will all leave at the same time. Contractors should encourage their staff to bring a lunch and to eat within the designated work area or cafeteria.
3. Contractors, Subcontractors, Employees may be denied access or be removed from the facility for the following reasons:
 - a. Contractors or workers that are incompetent, careless or otherwise detrimental to the work or the security of the facility.
 - b. Security requirements.
 - c. Disruptive, abrasive, and/or argumentative conduct.
 - d. Being under the influence of Alcohol, Drugs and/or any substance that is considered contraband by the Facility (including use of Tobacco Products).
 - e. Refusal to submit to search of personal property/belongings or themselves.
 - f. Health problems.
 - g. Failure to show proper identification.
 - h. Failure to follow the direction of Correctional Officers and/or staff members.
 - i. Having any unauthorized contact or interaction with inmates.
 - j. Failure to pass security check.
 - k. Failure to secure tools and work areas. (If no personnel are physically present in the work area, the work area and/or tools must be secured prior to leaving the area.)

VEHICLE ACCESS:

1. No privately owned vehicles may enter inside the security fence without approval of the DOC on-site security staff member. Contractor vehicles can be parked in the employee/visitor parking lot outside the security fence and must be locked at all times.
2. Authorized work vehicles, i.e. job site trailers and trucks may be left inside the fence in a location IF they can be secured and upon the approval of security staff.
3. Privately owned and/or contractor vehicles are prohibited from entering unauthorized areas unless directed to do so by security staff.

TOOL CONTROL:

1. Do not leave prisoner-accessible work areas unattended without first removing or securing all tools and objects which would be considered contraband.

2. At the end of each work day, remove all tools and equipment from inmate-accessible work areas and store them within locked cabinets, locked containers, or locked storage trailers.
3. Maintain written inventory of tools and equipment daily. Tools and equipment which cannot be accounted for at the end of each workday shall be brought to the immediate attention of a security staff member.

CONTRABAND:

The mailing, bartering, introducing, exchanging or buying of items between inmates and contractors or their employees is strictly prohibited without the written consent of the Superintendent of the facility. The following quotes are from Alaska Statutes and are provided so as to inform the CONTRACTOR.

Title 11 - Alaska Statutes, Section 11.56.375, Promoting contraband in the first degree.

- a. A person commits the crime of promoting contraband in the first degree if the person violates AS 11.56.380 and the contraband is:
 - 1) a deadly weapon or a defensive weapon;
 - 2) an article that is intended by the defendant to be used as a means of facilitating an escape; or
 - 3) a controlled substance
- b. Promoting contraband in the first degree is a class C felony.

AS 11.56.380, Promoting contraband in the second degree.

- a. A person commits the crime of promoting contraband in the second degree if the person:
 - 1) introduces, takes, conveys, or attempts to introduce, take, or convey contraband into a correctional facility; or
 - 2) makes, obtains, possesses, or attempts to make, obtain, or possess anything that person knows to be contraband while under official detention within a correctional facility.
- b. Promoting contraband in the second degree is a Class A misdemeanor.
 - 1) Effective August 26, 1999, contraband includes tobacco products.

AS 11.56.390, definition:

In AS 11.56.300-11.56.390, "contraband" means any article or thing which persons confined in a correctional facility are prohibited by law from obtaining, making, or possessing in that correctional facility."

BID SCHEDULE

Lot 1 - Ammunition

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	X	UNIT PRICE	EXTENDED PRICE
1	.40 Caliber Smith & Wesson 180 Grain FMJ, (Practice Ammunition) Acceptable brand and models: Remington L40SW3, Federal AE40R1 (NO SUBSTITUTES)	200,000 rounds	X	\$	\$

Brand & Model Offered: _____ Case Size: _____

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as nonresponsive. **(SEE PAGE 8, BRAND AND MODEL OFFERED)**

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	X	UNIT PRICE	EXTENDED PRICE
2	.40 Caliber Smith & Wesson 180 Grain JHP (Duty Ammunition) Acceptable brand and models: Remington GS40SWB, Federal P40HS1G (NO SUBSTITUTES)	33,000 rounds	X	\$	\$

Brand & Model Offered: _____ Case Size: _____

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as nonresponsive. **(SEE PAGE 8, BRAND AND MODEL OFFERED)**

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	X	UNIT PRICE	EXTENDED PRICE
3	.45 Auto 230 Grain FMJ (Practice Ammunition) Acceptable brand and models: Remington L45AP4, Federal AE45A (NO SUBSTITUTES)	5,000 rounds	X	\$	\$

Brand & Model Offered: _____ Case Size: _____

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as nonresponsive. **(SEE PAGE 8, BRAND AND MODEL OFFERED)**

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	X	UNIT PRICE	EXTENDED PRICE
4	.45 Auto 230 Grain JHP (Duty Ammunition) Acceptable brand and models: Remington GS45APB, Federal P45HS1G (NO SUBSTITUTES)	1,000 rounds	X	\$	\$

Brand & Model Offered: _____ Case Size: _____

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as nonresponsive. **(SEE PAGE 8, BRAND AND MODEL OFFERED)**

Continued on Next Page

BID SCHEDULE

Lot 1 – Ammunition (continued)

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	X	UNIT PRICE	EXTENDED PRICE
5	12 Gauge 1 oz. Reduced recoil rifle slug (Duty and Practice Ammunition) Acceptable brand and models: Remington RR12RS (NO SUBSTITUTE)	20,000 rounds	X	\$	\$

Brand & Model Offered: _____ Case Size: _____
 The bidder's failure to identify the brand and model offered may cause the bid to be rejected as nonresponsive. (SEE PAGE 8, BRAND AND MODEL OFFERED)

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	X	UNIT PRICE	EXTENDED PRICE
6	12 Gauge Reduced Recoil Buckshot (8 pellet), (Duty and Practice Ammunition) Acceptable brand and models: Remington RR128B-00 (NO SUBSTITUTE)	67,000 rounds	X	\$	\$

Brand & Model Offered: _____ Case Size: _____
 The bidder's failure to identify the brand and model offered may cause the bid to be rejected as nonresponsive. (SEE PAGE 8, BRAND AND MODEL OFFERED)

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	X	UNIT PRICE	EXTENDED PRICE
7	.223 Caliber 55 gr. FMJ (Practice Ammunition) Acceptable brand and models: Federal AE223, Remington L223R3 (NO SUBSTITUTES)	50,000 rounds	X	\$	\$

Brand & Model Offered: _____ Case Size: _____
 The bidder's failure to identify the brand and model offered may cause the bid to be rejected as nonresponsive. (SEE PAGE 8, BRAND AND MODEL OFFERED)

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	X	UNIT PRICE	EXTENDED PRICE
8	.223 caliber 55 gr. JHP (Duty Ammunition) Acceptable brand and models: Federal P223E, Remington R223R2 (NO SUBSTITUTES)	6,000 rounds	X	\$	\$

Brand & Model Offered: _____ Case Size: _____
 The bidder's failure to identify the brand and model offered may cause the bid to be rejected as nonresponsive. (SEE PAGE 8, BRAND AND MODEL OFFERED)

Continued on the Next Page

BID SCHEDULE
Lot 1 – Ammunition (continued)

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	X	UNIT PRICE	EXTENDED PRICE
9	.223 Caliber 69 gr. BTHP (Duty Ammunition) Acceptable brand and models: Federal GM223M, Remington RM223R1 (NO SUBSTITUTES)	10,000 rounds	X	\$	\$

Brand & Model Offered: _____ Case Size: _____

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as nonresponsive. (SEE PAGE 8, BRAND AND MODEL OFFERED)

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	X	UNIT PRICE	EXTENDED PRICE
10	Birdshot or Trap Load (Federal Top Gun Shotshells 7 1/2 , 8 and 9 – 250 RDS / Case) (NO SUBSTITUTE)	40,000 rounds	X	\$	\$

Brand & Model Offered: _____ Case Size: _____

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as nonresponsive. (SEE PAGE 8, BRAND AND MODEL OFFERED)

Total Bid Price for Items 1 – 10: \$ _____

Please indicate preferences below if applicable:

Basic Bid Price for Items 1 - 10: All Work as described within
 Invitation to Bid Documents 180000051, Lump Sum total
 items 1 - 10:

- a. Total Basic Bid Price for Items 1 - 10 amount: \$ _____
- b. Alaska Bidder's Preference: \$ _____
 (5% of a.)
- c. Veterans Bidder's Preference: \$ _____
 (5% of a. not to exceed \$5,000.)
- d. Alaska Products Preference: \$ _____
 (Attach worksheet(s))
- e. Adjusted Total Basic Bid Amount: \$ _____

GUARANTEED DELIVERY: _____ (____) calendar days after receipt of order. Bids that
 specify delivery in excess of 60 days will be considered non responsive and the bids will be rejected.

ORDERING ADDRESS:

Contact: _____

Phone: _____

Toll Free: _____

Email: _____

Will you accept collect calls on orders? ☐ YES ☐ NO

[FOR STATE USE ONLY. THIS INVITATION TO BID COVERS PR# 20-061-18]