

# STATE OF ALASKA

## INVITATION TO BID (ITB)



### THE DEPARTMENT OF TRANSPORTATION ALASKA MARINE HIGHWAY SYSTEM

ALASKA MARINE HIGHWAY SYSTEM ONLINE ORDERING SITE FOR EMPLOYEE UNIFORMS.

ITB NUMBER: 2520S049

ISSUE DATE: MAY 22, 2020

**IMPORTANT NOTICE:** If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

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

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

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

Paul DiCarlo Procurement Officer II	_____	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [ ] YES [ ] NO
	COMPANY SUBMITTING BID	
	_____	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES [ ] NO
	AUTHORIZED SIGNATURE	
Phone: (907) 465-8446	_____	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	PRINTED NAME	
Email: paul.dicarlo@alaska.gov	_____	_____
	DATE	TELEPHONE NUMBER
_____	_____	_____
ALASKA BUSINESS LICENSE NUMBER	FEDERAL TAX ID NUMBER	E-MAIL ADDRESS

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation & Public Facilities, Alaska Marine Highway Services (AMHS), is soliciting bids for a business apparel provider of work uniforms with online ordering capabilities for two separate AMHS Sections (Terminal and Passenger Services). The online ordering site should include the ability to provide a separate standalone sites for each of the AMHS units mentioned above for AMHS employees to order pre-approved uniforms using a combination of payment options such as voucher, promo codes or similar. The online ordering

site must also allow the AMHS employees to purchase AMHS approved outerwear shown on the online site as an optional uniform item with personal funds.

All items must meet the Garment Specifications in **Attachment A**. The following Items are purchased with a voucher code;

- Short Sleeve Polo shirts.
- Various Long and short sleeve shirts, T-shirts and blouses.
- Pullover ½ Zip.

Employees must also have access to purchase the following outerwear items with personal funds:

- Vests
- Jackets.

All items for Terminal section employees will include embroidery of the AMHS logo, employee title and first name.

All items for Passengers Services section employees will include embroidery of the AMHS logo, employee title "Crew". No name.

## SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00PM Alaska Time on June 17, 2020, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation. Fax and oral bids will not be accepted.

## SEC. 1.03 PRIOR EXPERIENCE

**PRIOR EXPERIENCE:** Bidders must submit a written narrative detailing and demonstrating they have at least three years' experience providing business apparel for uniforms with robust E-commerce options available to meet the expectations described in SEC. 1.01. Bidders must provide up to three references by completing Attachment B **Prior Experience**.

A bidders' failure to submit **Attachment B, Prior Experience** will cause the bid to be rejected as non-responsive.

A bidders' failure to provide information on **Attachment B, Prior Experience** that confirms the bidder has the required experience will cause the bid to be rejected as non-responsive.

The state reserves the right to contact the clients provided on **Attachment B, Prior Experience** to discuss the implemented project.

## SEC. 1.04 INVITATION TO BID (ITB) REVIEW

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

## **SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS**

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

## **SEC. 1.06 SITE INSPECTION**

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting the procurement officer of record on the front page of the ITB.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.04.

## **SEC. 1.07 SUBMITTING BIDS**

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

Department of Transportation & Public Facilities  
Division of Administrative Services  
Attention: Paul DiCarlo  
Invitation to Bid (ITB) Number 2520S049  
ITB Title: AMHS Uniforms  
P.O Box 112500  
(3132 Channel Drive, room 310)  
Juneau, Alaska 99811-2500

If using U.S. mail, please use the following address:

3132 Channel Drive, room 310  
Juneau, Alaska 99811-2500

If using a delivery service, please use the following address:

P.O Box 112500  
(3132 channel drive, room 310)  
Juneau, Alaska 99811-2500

### **Electronic Submission**

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

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

It is the bidder's responsibility to contact the issuing agency at **(907) 465-8446** to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

### **SEC. 1.08 BID FORMS**

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

#### **BIDDER'S CERTIFICATION**

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

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

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

#### **CONFLICT OF INTEREST:**

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

## **SEC. 1.09 PRICES**

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

## **SEC. 1.10 PRE-BID CONFERENCE**

A pre-bid conference will be not be held for this project.

## **SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY**

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

## **SEC. 1.12 AMENDMENTS TO BIDS**

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

## **SEC. 1.13 AMENDMENTS TO THE ITB**

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

## **SEC. 1.14 ITB SCHEDULE**

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

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ACTIVITY	DATE
ITB Issue Date	May 22, 2020
Pre-Bid Conference	N/A
Deadline for Receipt of Bids	June 17, 2020
Bid Evaluations Complete	June 18, 2020
Notice of Intent to Award	June 22, 2020
Contract Issued	June 25, 2020

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation & Public Facilities, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

#### **SEC. 1.15 ALTERNATE BIDS**

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

#### **SEC. 1.16 SUPPORTING INFORMATION**

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

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

#### **SEC. 1.17 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER**

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



## **SECTION 2. CONTRACT INFORMATION**

### **SEC. 2.01 CONTRACT TERM**

The length of the contract will be from the date of award, through May 31, 2021, with five one year renewal options under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

### **SEC. 2.02 CONTRACT ADMINISTRATION**

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Transportation & Public Facilities, Division of Administrative Services.

### **SEC. 2.03 CONTRACT FUNDING**

Payment for the contract is subject to funds already appropriated and identified.

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

### **SEC. 2.04 CONTRACT EXTENSION**

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

### **SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured required state approvals necessary for the amendment and issued a written contract amendment.

### **SEC. 2.06 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 2.07 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 2.08 CONTRACT PERFORMANCE LOCATION**

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

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

## **SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS**

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

## **SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS**

The items identified are not required to be brand specific. However, if items from a different producer are offered, the items must meet the description, size, color, and fabric specifications of the descriptions provided in this solicitation and be visually comparable to the items offered by the current contractor.

**See Attachment A - Specifications**

### **E-COMMERCE PROGRAM SPECIFICATIONS**

**ONLINE WEBSITE:** The bidder awarded a contract as a result of this ITB shall establish two individual E-commerce sites. One for AMHS Terminal employees and one for AMHS Passenger Services employees. Each to be used solely by AMHS Passenger Services and Terminal Department employees required to purchase uniforms. Only AMHS approved garments may be displayed in the online ordering sites. The online ordering sites must include information related to sizing and pricing structure for each approved garment.

The online ordering sites must be expandable in the event AMHS chooses to add additional items to the list of approved garments. In addition, the contractor may also be required to develop additional online ordering sites for other shipboard departments. The cost for developing, implementing, supporting and maintaining the online ordering sites shall be included in the garment costs.

The online ordering sites shall include a "Management" screen to allow the AMHS Project Managers to review online ordering activity to include individual order review, and monthly, quarterly, and annual order summaries by department.

**PRICING:** Garment prices shall include embroidery and shipping charges on **Attachment D** Bid Schedule.

### **PRODUCT SPECIFICATIONS**

See **Attachment A** for GARMENT SPECIFICATIONS that must apply to all items ordered.

**SYSTEM IMPLEMENTATION:** Upon award, the contractor shall develop the online ordering site and provide access to the AMHS Terminal and Passenger Services Project Managers. Once the final design of the online ordering site is approved by the AMHS Terminal and Passenger Services Project Managers, the online site shall be available for use within 14 days.

**ORDERING PROCESS:** After site development and acceptance by the Project Managers, the contractor shall provide the AMHS Terminal and Passenger Services Project Managers user names and passwords to the online ordering site. Orders will be placed via the online ordering site by authorized AMHS Terminal and Passenger Services staff on an as needed basis. There is no minimum or maximum volume of garments that will be purchased through the intended contract, including all renewals.

All orders shall be placed by the AMHS Terminal and Passenger Services employees via an AMHS specific, vendor supported, managed, and maintained online ordering site that contains only the items available under this contract. At no time shall the vendor publicize, present, sell, or illustrate garments that are not available under the contract awarded as a result of this ITB.

Employees in need of garments shall receive a user name and password from the Terminal and Passenger Services Project Managers, log in to the appropriate online ordering site, enter their name, department, and order the required items. The process to establish user names and passwords for ordering shall be developed in a cooperative manner by the AMHS Terminal and Passenger Services Project Managers and the contractor.

At the completion and acceptance of the order within the online ordering site, the online ordering site shall provide an email order confirmation to include a summary of the order to the AMHS employee and the appropriate Terminal or Passenger Services Project Manager for order tracking purposes.

To help ensure customer satisfaction and resolve ordering or other technical issues, a toll-free customer service number must be provided to the AMHS Terminal and Passenger Services Project Managers.

Other redemption options such as using a promo code or gift card certificate number may be acceptable as long as the ordering mechanism follows a similar protocol for online ordering; that the orders are placed by the AMHS employees, on two separate online ordering sites for each AMHS units, and for pre-approved mandatory and optional uniforms.

**PRODUCT SHIPPING:** Will be done using the United State Postal Service (USPS) to the ship to address provided by the employee at the time of order placement. The shipping cost must be included in the bid cost per garment.

**EMBROIDERY:** Upon award, the AMHS Project Managers shall provide the contractor the official AMHS logo artwork to ensure the embroidered logo meets the states artwork requirement. A sample embroidery patch shall be provided to the Project Managers within 14 days of the submission of the official AMHS logo to the contractor. The logo must be approved prior to the logo being embroidered onto any garments.

Embroidered material shall be of a polyester blend, and made from colorfast bleach-resistant thread. The official AMHS logo will be embroidered in a color and in a location on each garment that is approved by the AMHS Project Managers.

The vendor shall only embroider those garments purchased at AMHS Online websites. . At no time shall the AMHS logo be embroidered on garments not purchased by AMHS employees. The embroidery cost must be included in the bid cost per garment.

**PRODUCT QUALITY:** All garments must be of wash and wear quality. The State defines wash and wear as: Requiring little or no ironing after washing. Please see the **Attachment A** Garment Specifications of this ITB for additional information regarding the required items and the associated specifications.

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

**PACKAGING:** The cost of all packaging shall be included in the bid price offered in response to this ITB. All packaging shall be new and suitable for shipping.

**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.

**DELAYED OR DAMAGED MERCHANDISE:** If ordered items are not received within 14 days of shipping, or if items are received in damaged condition, it will be the responsibility of the AMHS employee to notify the vendor of the issue. Notification shall be made by the affected AMHS employee via an email to the contractor's Project Manager or by calling the toll free customer support line established by the contractor.

**PRODUCT COLOR/DESCRIPTION:** Garments are to be similar in color to the items AMHS has been purchasing over the past several years from Lands' End. Specifically, the following colors apply to the Terminal and Passenger Services sections shirts and outerwear, (vests and jackets):

**Terminal Section:**

- **SHIRTS** – All shirts color for the Terminal section employees will be Cobalt Blue and Include an Embroidery logo as provided, title as provided in gold and first name monogram in white.
- **OUTERWEAR, VESTS AND JACKETS** – All vests and jackets color for the Terminal section employees will be Navy Blue and Include an Embroidery logo as provided, title as provided in gold and first name monogram in white. The online ordering site must also allow the AMHS employees to purchase AMHS approved outerwear shown on the online ordering site as an optional uniform item with personal funds.

**Passenger Services Section:**

- **SHIRTS** – All shirts color for Passenger Services section will be Cobalt Blue and Include an Embroidery logo as provided, title "Crew" in gold and no name.
- **OUTERWEAR, VESTS AND JACKETS** – All vests and jackets color for the Passenger Services section will be Black and Include an Embroidery logo as provided, title "Crew" in gold and no name. The online ordering site must also allow the AMHS employees to purchase AMHS approved outerwear shown on the online ordering site as an optional uniform item with personal funds.

**SAMPLES WITH THE BID:** The State requires that the bidder submit one (1) of each item from the list below with their bid for laundry testing and evaluation purposes. The samples submitted with the bid must meet the ITB specifications ON **Attachment A** for each item. All samples must be size large.

- Women's Short Sleeve Relaxed Fit Polo Shirt
- Women's Long Sleeve Broadcloth Blouse
- Women's 3/4 Sleeve Split Neck Tonal Stripe Shirt
- Women's Thermacheck 100 Half Zip Pullover
- Men's Short Sleeve Banded Mesh Polo Shirt
- Men's Basic Short Sleeve 80/20 Basic Interlock Polo Shirt
- Men's Short Sleeve Polo Shirt
- Men's Long Sleeve Performance Twill Shirt
- Men's Short Sleeve Performance Twill Shirt
- Men's Thermacheck 100 Half Zip Pullover

The Terminal Section and Passenger Service Project Managers will evaluate the products supplied and make the final determination that the products meet the required specification.

Items from the successful offeror will be maintained by the Project Managers for a quality reference for future orders. The state shall not pay for the samples and they will be returned to the unsuccessful offers upon

request. If samples are not included with the bid, or do not meet the specifications listed in this ITB, the State may consider the offer non-responsive and reject the bid.

**\*Note: The Samples for the bid will be submitted to a different address than the bid itself.\***

**Address for Samples Submission Only:**

The bidder will notify the procurement officer prior to sending the Samples for the bid to:

Alaska Marine Highway System  
Attn: Passenger Services and Terminal Section  
7559 N Tongass Hwy  
Ketchikan, AK 99901  
Attention: Hakan Sebcioglu and Simon Bradley  
ITB 2520S049

**SEC. 2.11 F.O.B. POINT**

The F.O.B. point for this ITB will be LOCATION. The contractor will be required to prepare the items for shipping and to ship them to each individual destination specified in the state's order on the online site via USPS. The contractor will be required to prepay the freight charges from the F.O.B. point to the individual destination.

**SEC. 2.12 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.

**SEC. 2.13 DELIVERY TIME**

Indicate, in the space provided on the Bid Schedule titled **(Delivery Commitment)** 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 14 calendar days after the receipt of an order. Bids that specify deliveries in excess of more than 30 calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected.

This processing time shall remain constant throughout the life of the contract(s).

All items ordered shall be delivered to the shipping address within the agreed delivery time after receipt of order as entered on the bid schedule. If an item is backordered due to unavailability, the authorized employee that placed the ordered shall be notified via email within 48 hours of order placement.

**SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract.

The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

#### **SEC. 2.15 CONTINUING OBLIGATION OF CONTRACTOR**

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

#### **SEC. 2.16 ESTIMATED QUANTITIES**

The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

#### **SEC. 2.17 CONTRACT PRICE ADJUSTMENTS**

A contract resulting from this ITB will include the following price adjustment clause:

**Consumer Price Index (CPI):** Contract prices will remain firm through **May 31, 2021**.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average July through December 2019; and each July through December six-month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

#### **SEC. 2.18 INFORMAL DEBRIEFING**

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

#### **SEC. 2.19 INDEMNIFICATION**

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be

required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

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

## SEC. 2.20 INSURANCE

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

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

### **Proof of insurance is required for the following:**

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

## SEC. 2.21 MANDATORY REPORTING

The contractor must provide a separate quarterly usage report to the each Terminal and Passenger Services Project Directors in an electronic format (Excel or PDF). The report must be sent to each individual Terminal and Passenger Services Project Directors email address with only the appropriate sections information and contain at least the following information: purchasing section, description of items, quantity, date, contract price, extended price.

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These reports are due 30 days after the end of each quarter. The contractor's failure to provide these reports as required may result in contract default action.

<b><u>Reporting Period</u></b>	<b><u>Due Date</u></b>
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

Any quarter with zero sales must be reported as zero sales. This may be done via email to the procurement officer.



## SECTION 3. CONTRACT INVOICING AND PAYMENT

### SEC. 3.01 BILLING INSTRUCTIONS

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

**INVOICING PROCESS:** By the 15<sup>th</sup> of each month, the contractor shall submit a detailed invoice to the AMHS Project Director of orders placed during the prior month for each section. The Terminal section and the Passenger Service section should get separate invoices.

The invoices must contain the following at a minimum:

1. Section (Passenger Services or Terminal)
2. Employee Name
3. Garment item number and description
4. Quantity of each garment ordered
5. Price of each item
6. Extended cost for each item
7. Total amount due for each department

#### **SAMPLE MONTHLY INVOICE FOR TERMINAL SECTION: Simon Bradley      Contract Number: 2520S049**

Section	Employee	Garment Number	Garment Description	Quantity Ordered	Per Item Cost	Extended Cost
Terminal	Tim Tazlina	1505	Men's Polo Shirt	3	\$30.00	\$90.00
Terminal	Holly Hubbard	2005	Women's Vest	5	\$55.00	\$275.00
Terminal	Chris Columbia	1506	Men's Long Sleeve Shirt	2	\$40.00	\$80.00
Terminal	Larry LeConte	1507	Men's Vest	6	\$55.00	\$330.00
Total Product Cost						<b>\$775.00</b>
Total Embroidery Fee				16	\$7.00	\$112.00
Total Shipping Fee				16	\$10.00	\$160.00
Total Cost –July 2025						<b>\$1,047.00</b>

**SAMPLE MONTHLY INVOICE FOR PASS. SERVICES SECTION: Hakan Sebcioglu Contract Number: 2520S049**

Section	Employee	Garment Number	Garment Description	Quantity Ordered	Per Item Cost	Extended Cost
Passenger Services	Al Aurora	1505	Men's Polo Shirt	5	\$30.00	\$150.00
Passenger Services	Kaci Kennicott	2005	Women's Vest	3	\$55.00	\$165.00
Passenger Services	Lee Lituya	1506	Men's Long Sleeve Shirt	5	\$40.00	\$200.00
Passenger Services	Chuck Chenega	1507	Men's Vest	6	\$55.00	\$330.00
Total Product Cost						<b>\$845.00</b>
Total Embroidery Fee				19	\$7.00	\$133.00
Total Shipping Fee				19	\$10.00	\$190.00
Total Cost –July 2025						<b>\$1,168.00</b>

**Note: the costs presented in the above tables are for illustrative purposes only and do not reflect actual costs.**

Separate invoices to each section (Terminal and Passenger Services) must be mailed to **7559 North Tongass Hwy. Ketchikan, Alaska 99901**. The state will make payments after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

### **SEC. 3.02 PAYMENT FOR STATE PURCHASES**

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

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

### **SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES**

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

### **SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED**

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

## EVALUATION AND CONTRACTOR SELECTION

### SEC. 3.05 EVALUATION OF BIDS

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

### SEC. 3.06 APPLICATION OF PREFERENCES

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

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

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

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

### SEC. 3.07 ALASKA BIDDER PREFERENCE

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

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

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

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

#### **Alaska Bidder Preference Certification Form**

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

### **SEC. 3.08 ALASKA VETERAN PREFERENCE**

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

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

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

#### **Alaska Veteran Preference Certification**

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

### **SEC. 3.09 USE OF LOCAL FOREST PRODUCTS**

This does not apply to this project.

### **SEC. 3.10 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE**

This does not apply to this project

### **SEC. 3.11 ALASKA PRODUCT PREFERENCE**

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

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product

exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

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

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

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

#### **Brand Offered**

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

#### **Brand of Product Changes**

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

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

### **SEC. 3.12 EMPLOYMENT PROGRAM PREFERENCE**

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

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

### **SEC. 3.13 ALASKANS WITH DISABILITIES PREFERENCE**

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

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

### **SEC. 3.14 PREFERENCE QUALIFICATION LETTER**

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

### **SEC. 3.15 EXTENSION OF PRICES**

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

### **SEC. 3.16 METHOD OF AWARD**

Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

### **SEC. 3.17 CONTRACTOR SELECTION PROCESS**

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

### **SEC. 3.18 NOTICE OF INTENT TO AWARD**

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

## SECTION 4. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 4.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Phone: (907) 465-2550

Email: [license@alaska.gov](mailto:license@alaska.gov)

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

## **SEC. 4.02 AUTHORITY**

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

## **SEC. 4.03 COMPLIANCE**

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

## **SEC. 4.04 SUITABLE MATERIALS, ETC.**

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

## **SEC. 4.05 SPECIFICATIONS**

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

## **SEC. 4.06 CONTRACTOR SITE INSPECTION**

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

## **SEC. 4.07 ORDER DOCUMENTS**

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

## **SEC. 4.08 HUMAN TRAFFICKING**

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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



## SEC. 4.09 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

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

## SEC. 4.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 4.11 DISCLOSURE OF BID CONTENTS

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

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

#### **SEC. 4.12 ASSIGNMENTS**

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

#### **SEC. 4.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

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

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

#### **SEC. 4.14 DEFAULT**

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

#### **SEC. 4.15 DISPUTES**

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

#### **SEC. 4.16 SEVERABILITY**

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

#### **SEC. 4.17 CONTRACT CANCELLATION**

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

#### **SEC. 4.18 GOVERNING LAW; FORUM SELECTION**

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

#### **SEC. 4.19 SOLICITATION ADVERTISING**

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

## SEC. 4.20 QUALIFIED BIDDERS

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

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

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

## SEC. 4.21 FEDERALLY IMPOSED TARIFFS

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

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

## SEC. 4.22 PROTEST

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

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

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

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

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

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

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

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

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

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

## SECTION 5. ATTACHMENTS

### SEC. 5.01 ATTACHMENTS

**Attachments:**

- 1) Attachment A - Specifications
- 2) Attachment B - Qualifications
- 3) Attachment C – Bidder Information
- 4) Attachment D – Bid Schedule