

STATE OF ALASKA

INVITATION TO BID (ITB)



ITB TITLE: COVID-19 TESTING FOR ALASKA MARINE HIGHWAY SYSTEM STAFF

ITB NUMBER: 2521S006

ISSUE DATE: JULY 22, 2020

SUMMARY DESCRIPTION: THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, ALASKA MARINE HIGHWAY SYSTEM (AMHS) IS SEEKING TO CONTRACT WITH A VENDOR(S) CAPABLE OF PERFORMING COVID-19 TESTING FOR AMHS STAFF IN VARIOUS LOCATIONS ACROSS ALASKA AND PROVIDING HOME TEST FOR STAFF UNABLE TO VISIT AND ESTABLISHED TEST SITE

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.

Tom Mayer, Procurement Specialist	Company Submitting Bid	
Telephone: 907-465-8855	Printed Name	
Fax: 907-465-3124	Authorized Signature	
Email: tom.mayer@alaska.gov	Date	
	Federal Tax ID Number	
	Telephone Number	
	Email Address	
	Alaska Business License #(Must Match 1 above)	

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS.....	4
SEC. 1.01 PURPOSE OF THE ITB	4
SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS.....	4
SEC. 1.03 PRIOR EXPERIENCE.....	4
SEC. 1.04 INVITATION TO BID (ITB) REVIEW	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.06 SITE INSPECTION.....	5
SEC. 1.07 SUBMITTING BIDS	5
SEC. 1.08 BID FORMS.....	6
SEC. 1.09 PRICES	7
SEC. 1.10 PRE-BID CONFERENCE	7
SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY	7
SEC. 1.12 AMENDMENTS TO BIDS.....	7
SEC. 1.13 AMENDMENTS TO THE ITB.....	7
SEC. 1.14 ITB SCHEDULE	7
SEC. 1.15 ALTERNATE BIDS.....	8
SEC. 1.16 SUPPORTING INFORMATION	8
SEC. 1.17 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER	8
SECTION 2. CONTRACT INFORMATION.....	9
SEC. 2.01 CONTRACT TERM	9
SEC. 2.02 CONTRACT ADMINISTRATION.....	9
SEC. 2.03 CONTRACT FUNDING	9
SEC. 2.04 CONTRACT EXTENSION	9
SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS.....	9
SEC. 2.06 SUBCONTRACTORS.....	9
SEC. 2.07 JOINT VENTURES	10
SEC. 2.08 CONTRACT PERFORMANCE LOCATION	10
SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS	10
SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS.....	10
SEC. 2.11 F.O.B. POINT	11
SEC. 2.12 SHIPPING DAMAGE	11
SEC. 2.13 DELIVERY TIME.....	11
SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	12
SEC. 2.15 CONTINUING OBLIGATION OF CONTRACTOR	12
SEC. 2.16 ESTIMATED QUANTITIES.....	12
SEC. 2.17 CONTRACT PRICE ADJUSTMENTS.....	13
SEC. 2.18 INFORMAL DEBRIEFING.....	13
SEC. 2.19 INDEMNIFICATION	13
SEC. 2.20 INSURANCE	13
SEC. 2.21 MANDATORY REPORTING.....	14
SECTION 3. CONTRACT INVOICING AND PAYMENTS.....	15
SEC. 3.01 BILLING INSTRUCTIONS	15
SEC. 3.02 PAYMENT FOR STATE PURCHASES	15
SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES.....	15
SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED	15
SECTION 4. EVALUATION AND CONTRACTOR SELECTION.....	16
SEC. 4.01 EVALUATION OF BIDS	16

SEC. 4.02	APPLICATION OF PREFERENCES.....	16
SEC. 4.03	ALASKA BIDDER PREFERENCE	16
SEC. 4.04	ALASKA VETERAN PREFERENCE	16
SEC. 4.05	USE OF LOCAL FOREST PRODUCTS	16
SEC. 4.06	LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE	16
SEC. 4.07	ALASKA PRODUCT PREFERENCE	16
SEC. 4.08	EMPLOYMENT PROGRAM PREFERENCE	16
SEC. 4.09	ALASKANS WITH DISABILITIES PREFERENCE	16
SEC. 4.10	PREFERENCE QUALIFICATION LETTER	16
SEC. 4.11	EXTENSION OF PRICES.....	16
SEC. 4.12	METHOD OF AWARD	17
SEC. 4.13	CONTRACTOR SELECTION PROCESS.....	17
SEC. 4.14	NOTICE OF INTENT TO AWARD	17
SECTION 5.	GENERAL PROCESS AND LEGAL INFORMATION	18
SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	18
SEC. 5.02	AUTHORITY	18
SEC. 5.03	COMPLIANCE	18
SEC. 5.04	SUITABLE MATERIALS, ETC.....	19
SEC. 5.05	SPECIFICATIONS	19
SEC. 5.06	CONTRACTOR SITE INSPECTION	19
SEC. 5.07	ORDER DOCUMENTS	19
SEC. 5.08	HUMAN TRAFFICKING	19
SEC. 5.09	RIGHT OF REJECTION	19
SEC. 5.10	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	20
SEC. 5.11	DISCLOSURE OF BID CONTENTS.....	20
SEC. 5.12	ASSIGNMENTS	20
SEC. 5.13	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM).....	21
SEC. 5.14	DEFAULT	21
SEC. 5.15	DISPUTES	21
SEC. 5.16	SEVERABILITY.....	21
SEC. 5.17	CONTRACT CANCELLATION	21
SEC. 5.18	GOVERNING LAW; FORUM SELECTION	21
SEC. 5.19	SOLICITATION ADVERTISING.....	21
SEC. 5.20	QUALIFIED BIDDERS	22
SEC. 5.21	FEDERALLY IMPOSED TARIFFS.....	22
SEC. 5.22	PROTEST	23
SECTION 6.	ATTACHMENTS.....	24
SEC. 6.01	ATTACHMENTS	24

SECTION ONE: INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation and Public Facilities, Alaska Marine Highway System is soliciting bids from vendors qualified and capable of performing Rapid Result COVID-19 testing for AMHS Staff. Testing to be performed in various locations across Alaska as seen in Section 2.16.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00PM prevailing Alaska Time on August 4, 2020, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

In order for a bid to be considered responsive the bidder must meet or exceed the following minimum prior experience requirements:

1. Bidders must have personnel that are trained and qualified to perform the physical act of collecting the COVID-19 test specimen in compliance with all current CDC directives and guidance.
2. Bidders must be, or have an existing relationship with, a laboratory that is trained and qualified to perform the laboratory work required to determine if a sample is positive or negative.
3. Bidders and their laboratory partners must have the ability to perform Rapid Result Testing to ensure AMHS staff are informed of the test result within 5 days from the date the sample is taken.
4. Bidders must have access to Covid-19 Home Tests for mailing directly to AMHS staff that cannot visit the test site in person.

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

BIDDERS RESPONSE: Bidders must submit a narrative statements that describe and define specifically how the bidder meets or exceeds the above minimum qualifications.

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 Tom Mayer at 907-465-8855.

This contact person is only empowered to arrange for 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 using one of the following methods.

OFFERORS RESPONSE: *If submitting via U.S. Mail*, Bidders must submit **one original hard copy and one electronic copy** of their bid package to the procurement officer in a sealed package at the following address:

Department of Transportation and Public Facilities
Division of Administrative Services
Statewide Contracting and Procurement
Attn: Tom Mayer
ITB: 2520S006
COVID-19 Testing for AMHS Staff
P.O. Box 112500
Juneau, AK 99811-2500

OFFERORS RESPONSE: *If submitting via Delivery Service*, Bidders must submit **one original hardcopy and one electronic copy** of their bid package to the procurement officer in a sealed package at the following address:

Department of Transportation and Public Facilities
Division of Administrative Services
Statewide Contracting and Procurement
Attn: Tom Mayer
ITB: 2520S006
COVID-19 Testing for AMHS Staff
3132 Channel Drive, Suite 350
Juneau, AK 99801

Important Note: Overnight express mail delivery to Juneau, Alaska may be not be available.

OFFERORS RESPONSE: *If submitting electronically*, Bidders must submit their bid package as described below.

If submitting a bid via email, the bid may be emailed to dotstatewideprocuremetn@alaska.gov

The email 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 907-465-8855 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 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.

ACTIVITY	DATE
Issue Date / ITB Released	July 22, 2020
Deadline for Receipt of Bids / Bid Due Date	August 4, 2020
Bid Evaluations Complete	August 5, 2020
Notice of Intent to Award	August 5, 2020
Contract Issued	August 18, 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 and 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 TWO: CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award through July 31, 2021. There are no renewal options available under this contract.

SEC. 2.02 CONTRACT ADMINISTRATION

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

SEC. 2.03 CONTRACT FUNDING

Department of Transportation and Public Facilities, Alaska Marine Highway System, estimates a budget of between \$250,000 and \$350,000.00 to perform the required services for the full term of the contract. Bids priced at more than \$350,000.00 will be considered non-responsive.

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

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 may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must identify in the bids the names of the subcontractors and the portions of the work the subcontractors will perform.

If a bid with subcontractors is selected, the bidder must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A bidder's failure to provide this information, within the time set, may cause the state to consider their bid non-responsive and reject it.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

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.

Travel to other locations will not be required.

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

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

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

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

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

For each site awarded to a contractor (**Lots 1-17**), the contractor shall:

- Establish a process to administer Covid-19 test sites in the locations specified in **Section 2.16**

- Comply with all CDC guidelines as well as all federal and state mandates in effect during the full term of the contract regarding Covid-19 testing to include sampling, analyzing, and reporting the test results to the AMHS staff member and the appropriate authorities.
- Establish, manage, and maintain a test site location in the awarded community for AMHS staff to visit for testing in accordance with all CDC guidelines as well as all federal and state mandates in effect during the full term of the contract.
- Provide screening services for AMHS staff in accordance with all CDC Guidelines as well as all federal and state mandates in effect at the time of screening.
- Perform the sample collection process in accordance with all CDC guidelines as well as all federal and state mandates in effect at the time of sample collection
- Perform testing analysis on samples collected from AMHS staff in accordance with all CDC guidelines as well as all federal and state mandates in effect at the time of test analysis and provide results to the staff member within 5 days.

For Lot 18, Home Tests:

- The contractor shall, in accordance with all CDC guidelines as well as federal and state mandates in effect during the full term of the contract, develop an efficient and effective process to mail Home Test kits and any required materials required to perform the test to AMHS Staff members that are not located in one of the above locations.
- Materials must include, but is not limited to, sample swaps, test tubes, test sample collection instructions, phone number to a contractor staffed phone to handle staff questions, and prepaid return packaging pre-addressed with the address the contractor determines the sample should be mailed to for final analysis and test result reporting.

BIDDERS RESPONSE: Bidders must submit a narrative statement that describes the testing program offered.
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SEC. 2.11 F.O.B. POINT

All costs associated with the taking, shipping, testing, and analysis of samples from each service delivery location must be included in the bid price. There shall be no additional charges related to this contract other than the price per test offered in response to this ITB.

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, the time required to provide the test result to the AMHS Staff member. Test results must be provided to the AMHS staff within five days from the date the samples is taken.

Failure to make an entry in the space provided will be construed as an offer to deliver within five calendar days after the test sample is taken. Bids that specify deliveries in excess of five calendar days will be considered non-responsive and the bids will be rejected.

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 AND LOCATIONS

The state estimates a total of approximately 484 tests will be performed per month. The estimated amount of tests for each lot may be seen in the table below:

Lot	Location	Estimated Monthly Tests
1	Anchorage	43
2	Cordova	5
3	Gustavus	5
4	Haines	15
5	Homer	19
6	Juneau	150
7	Kenai	19
8	Ketchikan	145
9	Klawock/Hollis	12
10	Kodiak	2
11	Metlakatla	4
12	Petersburg	11
13	Seldovia	2
14	Seward	6
15	Sitka	7
16	Whittier	1
17	Wrangell	13
18	Home Test Kits	25

The state does not guarantee any minimum or maximum number of tests will be performed in any given month. Tests will be required throughout the contract period on an as-needed basis.

SEC. 2.17 CONTRACT PRICE ADJUSTMENTS

There are no price adjustments permitted under the contract resulting from this ITB.

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.
- **Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

SEC. 2.21 MANDATORY REPORTING

The contractor(s) must provide a quarterly testing report to the procurement officer in an electronic format (Excel). The report must contain at least the following information:

- Number of tests performed at each location during each month of the previous quarter
- Price per test in each location (if different at each location)
- Extended price per location

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.

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

Any month, quarter, or location with no tests performed must be reported as zero tests performed. This may be done via email to the procurement officer.

SECTION THREE: CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

Billing invoices must be submitted monthly to:

Department of Transportation & Public Facilities
S.E. Region Fiscal Office
P.O. Box 112500
Juneau, AK 99811-2500.

Payment shall be made monthly upon the receipt of a valid billing. Questions concerning payment must be addressed to the AMHS Accounting team. All invoices produced by the contractor must contain the following information at a minimum:

1. Contract Number
2. Location
3. Number of tests performed at each location
4. Cost per test for each location
5. Extended cost per location
6. Total amount due for all locations

Invoices may also be submitted electronically to: dot.amhs.kco.accting@alaska.gov

SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

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

SEC. 3.03 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.

SECTION FOUR: EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

Federally Funded Project, preferences do not apply.

SEC. 4.03 ALASKA BIDDER PREFERENCE

Federally Funded Project, preferences do not apply.

SEC. 4.04 ALASKA VETERAN PREFERENCE

Federally Funded Project, preferences do not apply.

SEC. 4.05 USE OF LOCAL FOREST PRODUCTS

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

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

Federally Funded Project, preferences do not apply.

SEC. 4.07 ALASKA PRODUCT PREFERENCE

Federally Funded Project, preferences do not apply.

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

Federally Funded Project, preferences do not apply.

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

Federally Funded Project, preferences do not apply.

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

Federally Funded Project, preferences do not apply.

SEC. 4.11 EXTENSION OF PRICES

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

SEC. 4.12 METHOD OF AWARD

Award will be made by lot to the lowest responsive and responsible bidder. **Bidders may bid on any one lot, any combination of lots, or all lots.** There are 18 Lots as defined in Section 2.16. In order to be considered responsive for a lot, bidders must bid on all items within that lot.

SEC. 4.13 CONTRACTOR SELECTION PROCESS

Once the contracts are established, the contractor(s) shall perform the services required for the lot(s) are awarded to the contractor(s).

SEC. 4.14 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 FIVE: GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 5.02 AUTHORITY

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

SEC. 5.03 COMPLIANCE

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

SEC. 5.04 SUITABLE MATERIALS, ETC.

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

SEC. 5.05 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. 5.06 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. 5.07 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. 5.08 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: <http://www.state.gov/j/tip/>

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

SEC. 5.09 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. 5.10 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. 5.11 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. 5.12 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. 5.13 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. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 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. 5.19 SOLICITATION ADVERTISING

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

SEC. 5.20 QUALIFIED BIDDERS

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

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

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

SEC. 5.21 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the 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. 5.22 PROTEST

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

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or 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 SIX: ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- | | |
|-----------------|--|
| 1) Attachment A | Bid Schedule |
| 2) Attachment B | Standard Agreement Form including Appendix A |
| 3) Attachment C | Appendix B2 Insurance Requirements |

Bid Response Deliverables

The following items must be provided with the bid in order to be considered responsive.

1. Signed front page of ITB 2521S006
2. Attachment A-Bid Schedule
3. Written Narrative statement confirming specifically how the bidder meets or exceeds the minimum required experience as defined in Section 1.03.
4. Written Narrative statement that describes the testing program offered in response to this ITB as requested in Section 2.10.