

STATE OF ALASKA

INVITATION TO BID (ITB)



SUPPLY UNIFORM AND GENERAL WEAR ITEMS FOR ALASKA MILITARY YOUTH ACADEMY

ITB 210000007

ISSUE DATE: SEPTEMBER 4, 2020

THE DEPARTMENT OF MILITARY AND VETERANS AFFAIRS (DMVA), ALASKA MILITARY YOUTH ACADEMY (AMYA) IS SOLICITING BIDS FROM QUALIFIED VENDORS TO SUPPLY CLOTHING AND EQUIPMENT IN SUPPORT OF AMYA CADETS AND STAFF ON AN AS-NEEDED BASIS.

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.

Angela Laflamme
Procurement Officer

Phone: (907) 428-7224

Email: MvaDasProcurement@alaska.gov

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

FEDERAL TAX ID NUMBER

TELEPHONE NUMBER

E-MAIL ADDRESS

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 INVITATION TO BID (ITB) REVIEW.....	4
SEC. 1.04 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS.....	4
SEC. 1.05 SUBMITTING BIDS	4
SEC. 1.06 BID FORMS.....	5
SEC. 1.07 PRICES	6
SEC. 1.08 ASSISTANCE TO BIDDERS WITH A DISABILITY	6
SEC. 1.09 AMENDMENTS TO BIDS	7
SEC. 1.10 AMENDMENTS TO THE ITB	7
SEC. 1.11 ITB SCHEDULE	7
SEC. 1.12 ALTERNATE BIDS.....	7
SEC. 1.13 SUPPORTING INFORMATION.....	7
SEC. 1.14 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	9
SEC. 2.08 CONTRACT PERFORMANCE LOCATION.....	9
SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS.....	10
SEC. 2.10 SPECIFICATIONS	10
SEC. 2.11 F.O.B. POINT	16
SEC. 2.12 SHIPPING DAMAGE	16
SEC. 2.13 DELIVERY TIME.....	16
SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	16
SEC. 2.15 CONTINUING OBLIGATION OF CONTRACTOR.....	16
SEC. 2.16 ESTIMATED QUANTITIES	16
SEC. 2.17 CONTRACT PRICE ADJUSTMENTS	17
SEC. 2.18 INFORMAL DEBRIEFING	17
SEC. 2.19 INDEMNIFICATION	17
SEC. 2.20 INSURANCE	17
SECTION 3. CONTRACT INVOICING AND PAYMENTS	19
SEC. 3.01 BILLING INSTRUCTIONS	19
SEC. 3.02 PAYMENT FOR STATE PURCHASES	19
SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES	19
SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED	19
SECTION 4. EVALUATION AND CONTRACTOR SELECTION	20
SEC. 4.01 EVALUATION OF BIDS.....	20
SEC. 4.02 APPLICATION OF PREFERENCES	20

SEC. 4.03	EXTENSION OF PRICES.....	20
SEC. 4.04	METHOD OF AWARD	20
SEC. 4.05	NOTICE OF INTENT TO AWARD	20
SECTION 5.	GENERAL PROCESS AND LEGAL INFORMATION	21
SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	21
SEC. 5.02	AUTHORITY	21
SEC. 5.03	COMPLIANCE.....	21
SEC. 5.04	STANDARD CONTRACT PROVISIONS.....	22
SEC. 5.05	SUITABLE MATERIALS, ETC.	22
SEC. 5.06	SPECIFICATIONS	22
SEC. 5.07	CONTRACTOR SITE INSPECTION	22
SEC. 5.08	ORDER DOCUMENTS.....	22
SEC. 5.09	HUMAN TRAFFICKING	22
SEC. 5.10	RIGHT OF REJECTION	23
SEC. 5.11	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	23
SEC. 5.12	DISCLOSURE OF BID CONTENTS	23
SEC. 5.13	ASSIGNMENTS	24
SEC. 5.14	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)	24
SEC. 5.15	DEFAULT	24
SEC. 5.16	DISPUTES.....	24
SEC. 5.17	SEVERABILITY.....	24
SEC. 5.18	CONTRACT CANCELLATION.....	24
SEC. 5.19	GOVERNING LAW; FORUM SELECTION	25
SEC. 5.20	SOLICITATION ADVERTISING	25
SEC. 5.21	QUALIFIED BIDDERS.....	25
SEC. 5.22	FEDERALLY IMPOSED TARIFFS	25
SEC. 5.23	PROTEST.....	26
SECTION 6.	ATTACHMENTS	27

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Military and Veterans Affairs, Alaska Military Youth Academy (AMYA), is soliciting bids for uniforms and general wear items in support of the Youth Challenge Program. Generally, AMYA makes two major purchases of uniform and general wear items per year, just prior to the start of a new Challenge program class. The quantity to be purchased will be based upon current stock levels on hand. Additional purchases may also be made throughout each program on an as-needed basis.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 pm Alaska Time on Monday, September 28, 2020**, at which time they will be opened and evaluated. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 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. 1.04 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.

Questions must be received, in writing, by Noon Alaska Time on Wednesday, September 16, 2020 to allow for time to issue an amendment or changes, if necessary. Questions may be submitted via email to MvaDasProcurement@alaska.gov.

SEC. 1.05 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 Military and Veterans Affairs
Division of Administrative Services
Attention: Procurement Office
Invitation to Bid (ITB) Number: 210000007
ITB Title: Supply Uniforms and General Wear Items for AMYA

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

49000 ARMY GUARD RD. SUITE B105B
JOINT BASE ELMENDORF-RICHARDSON, ALASKA 99505

If submitting an offer via email, the email must contain the ITB number in the subject line and be sent via PDF attachment to MvaDasProcurement@alaska.gov. 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 proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals. **Please note:** the procurement office uses the time and date shown on received emails in the office's inbox to determine the date and time for receipt of proposals that have been submitted electronically.

It is the offeror's responsibility to contact the issuing agency at 907-428-7224 to confirm the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.06 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.

ALASKA INTEGRATED RESOURCE INFORMATION SYSTEM (IRIS) REGISTRATION

To be considered for contract award, your firm must create a vendor account in the State's IRIS system

<http://doa.alaska.gov/dof/iris/>

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.

FEDERAL REQUIREMENTS

This ITB is being solicited using federal program funding. By signature on the bid, the offeror agrees to comply with the compliance requirements applicable to the Federal program, including the audit requirements of OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations, if awarded a contract.

Further, the U.S. Department of Labor requires all state agencies expending federal funds to have a certification filed in the bid, by the offeror, stating they have not been debarred or suspended from doing business with the federal government.

The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction (attachment 4) must be completed and submitted with your offer. A proposal from a debarred or suspended offeror shall be rejected.

A contract under this solicitation may involve access to, or performance of work on, a Federal military installation. In the interest of safety and security of the installation, the State of Alaska, Department of Military and Veterans Affairs, asks that Contractors, subcontractors, and their employees complete Anti-Terrorism Level I training prior to beginning any work on a contract resulting from this solicitation. The online based training is free and can be accessed at <https://jko.jten.mil/courses/at1/launch.html>. Failure of a Contractor, subcontractor, or their employees to complete this training will not impact evaluation or award of a contract resulting from this solicitation.

Finally, **offerors must be registered in the federal System for Award Management (SAM) at the time an offer is submitted.** Registration is free and can be done at <https://www.sam.gov/SAM/>. Failure to be registered with SAM before submitting a proposal in response to this RFP will result in a non-responsive determination and the proposal will not be opened or accepted for evaluation. Guidance can be found in attachment 3.

SEC. 1.07 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. 1.08 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. 1.09 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. 1.10 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. 1.11 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	TIME	DATE
Issue Date / ITB Released		09/04/2020
Deadline for Receipt of Bids / Bid Due Date	2:00pm	09/28/2020
Bid Evaluations Complete		09/28/2020
Notice of Intent to Award		09/29/2020
Contract Issued		10/12/2020

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 Military and Veterans Affairs, 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. 1.12 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. 1.13 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. 1.14 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

A contract(s) resulting from this solicitation will be awarded under a Master Agreement (MA) contract. The length of the initial MA contract will be three (3) years from the date of award, with the one 3-year renewal option under the same terms and conditions as the original MA 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 Military and Veterans Affairs, Division of Administrative Services.

SEC. 2.03 CONTRACT FUNDING

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

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

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids. The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

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

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 SPECIFICATIONS

Generally, the Alaska Military Youth Academy (AMYA) makes two major purchases of clothing and related equipment per year, prior to the start of each new ChalleNGe program class. The quantity to be purchased will be based upon current stock levels on hand. Additional purchases may also be made throughout each program cycle on an as-needed basis. Purchases will be made by AMYA via submittal of a fully executed Delivery Order (DO) issued under a Master Agreement (MA) contract resulting from this ITB.

Offered items should have NO outward visible logos. Include specifications on brand, color, model used for each item on the bid schedule.

1. **Men's Boxer Briefs:** 100% cotton, tagless, comfort flex, pre-shrunk. Sizes: Small through 3XL. Color: White, Black, or Gray. **Style: Boxer Briefs Only ---Offers of boxers or briefs will be rejected.** Package of 5 briefs preferred. Estimated Annual Usage: 2100 pair per year broken down as follows: 935 of sizes Small, Medium, Large, or XL; 165 sizes 2XL or 3XL. Specify number of briefs per pack and color offered in Price Schedule.
2. **Women's Briefs:** 100% cotton, pre-shrunk, tagless, comfort fit, no ride-up. Sizes 5 through 14. Solid color only. No Hi-Cut or Bikini cut style. Package of 3 briefs preferred. Estimated Annual Usage: 1300 pair per year broken down as follows: 1000 of sizes 5, 6, 7, or 8; 300 of sizes 9, 10, 11, 12, 13, and 14. Specify number of briefs per pack and color offered in Price Schedule.
3. **Sports Bra:** Comfort fit, wire-free (wireless). Sizes 32 through 50. Color: Light Gray or White Only. Package of 2 bras preferred. Estimated Annual Usage: 750 each per year broken down as follows; 700 of sizes 32, 34, 36, 38, 40, 42, 44, and 46; 50 of sizes 48 and 50. Specify number of bras per pack and color offered in Price Schedule.
4. **Men's Crew Socks:** Comfort top, moisture control, reinforced heel and toe, cushioned, cotton/rayon/polyester. Sizes: Men's 6-12. Color: Black only. No Tube Socks. Estimated Annual Usage: 3000 pairs. Specify number of socks per pack in Price Schedule.

5. **Men's Swim Trunks:** 100% polyester outer shell, 100% polyester mesh lining, chlorine proof, with elastic waistband and drawstring. Color: Solid Blue or Black Colors only. Sizes: Men's small through 3XL. Estimated Annual Usage: 500 each per year broken down as follows: 425 sizes Small, Medium, Large, and XL; 75 of sizes 2XL and 3XL. Specify brand, style and color offered in Priced Schedule.
6. **Women's Swimsuits:** 100% polyester, chlorine proof, crinkle or smooth textured material. No spaghetti straps, low cut front, or high cut hips. Offers of swimsuits with spaghetti straps, low cut front, or high cut hips will be rejected. Style: One piece only. Sized Women's 4 through 24. Color: Solid Blue or Black Colors Only. Estimated Annual Usage: each per year broken down as follows: 425 of sizes 4, 6, 8, 10, 14, 16, 16W and 18; 75 of sizes 18W, 20W, 22W, 24W. Specify brand, style and color offered in Price Schedule.
7. **T-Shirt.** Crew neck, reinforced seams, 100% pre-shrunk cotton, short sleeves, machine wash/dry. No pocket and no visible company logo. Sizes: Men's small through 4XL. Color: Cadet - Light gray, such as ash gray or oxford only, Cadre - Black. Styles: American Giant, Hanes, Port and Company PC 55, or State approved equivalent. Estimated annual usage: 3500 shirts (3150 sizes small through XL; 325 sizes 2XL and 3XL; 25 size 4XL).
8. **Boot, Military or Police Style, Service.** 8 to 9-inch high, waterproof, combination leather and 900-1200 denier nylon upper, moisture wicking lining, slip resistant rubber outsole, non-insulated, shine-able/polish-able leather, lace up only, rust proof eyelets. Speed laces desired but not required. Color: Solid black. Sizes: Men's 7-14 with half sizes up to 12, medium and wide widths; Women's 5-10 with half sizes, medium and wide widths. Unisex sizes preferred, but not required. Boots offering men's sizes 15 and 16 desired. Styles: Rocky Mountain Fort Hood, Bates, Galls, Converse, or State approved equivalent. Estimated annual usage: 400 pair (325 men's, 75 women's, or 400 unisex).
9. **Jacket, Lightweight.** Hooded with drawstring for hood, full length nylon zippered front, 100% nylon shell, 75/25 polyester/cotton blend liner, 100% polyester sleeve lining, 100% polyester filler, resin coated, two large nylon zippered outer pockets, elastic waistband, elastic sleeves with Velcro closure, machine wash/dry. Sizes: Men's small through 4XL. Color: Navy Blue. Style: Port Authority J756 or State approved equivalent. Estimated annual usage: 300 each (215 sizes small through XL; 75 sizes 2XL – 3XL; 10 size 4XL).
10. **Heavy Duty Waterproof Breathable Rain Jacket.** Nylon oxford shell with durable water-repellent finish, waterproof breathable membrane, taped waterproof seams, snap on visor hood, heavy duty zipper with storm flaps, pocket with waterproof zipper, inner sleeve storm cuffs. Sizes: Men's small through 4XL. Color: Navy Blue or Black. Style: Carhartt J162 or State approved equivalent. Estimated annual usage: 200 each (150 sizes small through XL; 40 sizes 2XL – 3XL; 10 size 4XL).
11. **Cap, Baseball, with Lettering.** 5 Panel, solid panels (no mesh), adjustable Velcro strap at back, 100% cotton fabric, seamless front panel, absorbent sweatband. One Size Fits All (OSFA). Color: Provide both Navy Blue (cadet) and Black (cadre) cap. Both caps must be screen printed or embroidered with "ALASKA MILITARY YOUTH ACADEMY" in bold white letters on front of cap. Screen printing to be in 3 lines: Line 1 = ALASKA; Line 2 = MILITARY YOUTH; Line 3 = ACADEMY; lettering centered on cap. Cost of screen printing or embroidery to be included in cost of cap. Styles: Otto 31-538-Navy or State approved equivalent. Estimated annual usage: 500 caps.

12. **Shorts, Lycra Spandex.** 80% minimum, 95% maximum nylon, remaining 5% or more lycra spandex, extended crotch with minimum 6-inch inseam, minimum 1-inch elastic waistband with brushed inner lining, no visible company logo, machine wash/dry. Color: Black only. Sizes: Women's extra small through 4XL. Style: Teamwork 4240 or State approved equivalent. Estimated annual usage: 100 pair (80 size extra small through XL; 15 size 2XL – 3XL; 5 size 4XL).
13. **Shoe, Athletic Running.** Shoes must be road running capable. Engineered mesh upper to maintain proper fit and structure, mid sole cushioning, adaptable to running stride, wraps around midfoot for a secure fit, padded collar and tongue, lace up closure, arch support. Sizes: Men's 7 to 14 with half sizes up to size 12, medium and wide widths; Women's 5 to 12 with half sizes, medium and wide widths. Shoes offer Men's sizes 15 and 16 desired. Style - Brooks Adrenaline, Altra Plush, ASICS, or State approved equivalent. Estimated annual usage: 300 pair (200 men's, 100 women's).
14. **Jacket, Military-Style, M65 Storm Jacket.** MIL-SPEC, polyurethane coating for water resistance, 210 denier nylon with a, poly/cotton lining. 4 snap- up pockets, hook & neck closure, concealed hood, bottom draw cord, interior waist draw cord, button epaulets, hook and loop wrist cuffs, bi-swing back. Sizes: Men's small through 5XL (regular lengths). Color: Black. Style: Rothco 8644 or State approved equivalent.
15. **Beret, Military-Style.** MIL-SPEC, 100% wool, one-piece molded design, unlined, without flash, leather sweatband, rigid insert to keep flash upright and in place. Sizes: 6 3/4 through 7 7/8 (extra small through XL). Color: Black. Style: Glendale Parade Store 4063BK, or State approved equivalent. With draw string. Specify brand and model offered in price schedule. Estimated annual usage: 500 each.
16. **Scarf, Bib.** MIL-SPEC, polyester, tropical weave, Velcro or snap fastener, machine wash/dry. Size: One Size Fits All (OSFA). Color: Black. Style: Glendale #015BK or State approved equivalent. Specify brand and model offered in price schedule. Estimated annual usage: 500 each.
17. **Belt, BDU.** MIL-SPEC, 1 3/4 inch wide, nylon webbing, with "figure 8" style black metal buckle, fits BDU style uniform belt loops. Black aluminum buckle is preferred. Color: Black only. Size 64 inches: Extra-large only. Style: Rothco #4096, U.S. Cavalry #2921, or State approved equivalent. Estimated annual usage: 500 belts.
18. **Belt, Pistol, Military Style.** MIL-SPEC, heavy duty adjustable web belt with eyelets and plastic or nylon quick release buckle. Sizes: Medium (44 inches), Large (54 inches) XL (58 inches) and XXL Color: Black. Style: Rothco #9053, U.S. Cavalry #9850, or State approved equivalent. Estimated annual usage: 300 each (130 medium, 100 large, 50 XL and 20 XXL).
19. **Flight (Aviator) Kit Bag.** MIL-SPEC, heavyweight 1000denier nylon, nylon or metal zipper covered with snap flap on top, approximate size 22 inches x 20 inches x 12 inches, web carry handles wrapped fully around bag for extra reinforcement, I.D. window optional. Color: Black only. Style: Rothco 8163, or State approved equivalent. Estimated annual usage: 520 bags.
20. **Back Pack.** Nylon, Polyester Approx. 20"x16.5"x14.5" in size. A large main compartment with an internal hydration panel, sternum strap that clips securely across your chest, between the shoulder straps to give you greater support and limit shifting, adjustable waist belt for additional support, foam back support panel and padded shoulder straps. black or tan in color. Style: Rothco MOLLE II 3-Day Pack. Estimated annual usage: 250

21. **Glove, Liner, Wool.** D3A, Glove, insert, cold weather, type II class I. MIL-SPEC, minimum 70% wool, remaining 30% or less nylon, machine wash/dry. Color: Olive drab, Size: 5 (large) only. Style: Ranger Joe Catalog #0043, Rothco 8418, or State approved equivalent. Specify brand and model offered in price schedule. Estimated annual usage: 400 pair.
22. **Shirt, Long Sleeve Pullover.** 65% Polyester and 35% cotton with light insulation, crewneck collar, rip-stop, dries quickly and wicks away moisture, machine wash/dry, Microban antimicrobial built into the fabric. No pocket, must accept embroidery. Sizes: Men's small through 4XL. Color: Black. Styles: State approved. Specify brand and model offered in price schedule. Estimated usage: 300 (200 sizes small through XL; 75 sizes 2XL and 3XL; 25 size 4XL).
23. **Neck Gaiter.** 100% polyester face covering, quick drying, moisture wicking, 10" x 20" with two-way lateral stretch, stain resistant, odor control. One size fits all (OSFA). Color: Black. Styles: State approved. Specify brand and model offered in price schedule. Estimated usage: 150.
24. **3 in 1 Parka.** Two-layer waterproof fabric with 100% nylon face, waterproof, 11 pockets on shell; removable, wind-resistant fleece jacket with four pockets; stow-away hood, adjustable hoop and loop cuffs, side and front zippers by YKK. Machine wash/dry, must accept embroidery on both the shell and liner. Men's small through 4XL. Color: Red. Styles: Galls; REI; Tru-Spec or State approved. Specify brand and model offered in price schedule. Estimated usage: 120. Estimated usage: (65 small through XL; 20 sizes 2XL and 3 XL; 15 size 4XL)
25. **Bag, Laundry.** Heavy duty polyester or nylon mesh, minimum 22 inches x 35 inches, with draw-stings and lock closure, with cloth I.D. patch. Bags will be partially filled with clothing, washed in Uni Mac Model UWN100T3VQU1001 industrial grade washer and dried in Uni Mac Model UT120NRMF6G2W01 industrial grade dryer. Bags and bag components, i.e. drawstrings, closures, etc., must be able to withstand weekly laundering temperatures in excess 175F with minimal shrinkage or breakage/degradation of components. Color: White only. Specify brand and model offered in price schedule. Estimated annual usage: 300 each.

LOT 1

Pants, Sweat. Mid-weight, minimum 50/50 cotton/polyester blend, with waist drawstring, elastic waistband and elastic cuffs, with or without pockets, pre-shrunk, color fast, machine wash/dry, no company logo. Color: Solid Black only. Sizes: Men's small through 4XL. Style Gildan Cotton Connection, Port and Company PC90, Jerzee's 973M or State approved equivalent. Specify brand and model offered in price schedule. Estimated annual usage: 1500 pair (400 pair of size small through XL; 75 sizes 2XL – 3XL; 25 size 4XL).

Shirt, Sweat. Mid-weight, minimum 50/50 cotton/polyester blend, crew neck, knit collar and cuffs, machine wash/dry, color fast, pre-shrunk. Color: Light gray, such as Oxford or Ash Gray only. Sizes: Men's small through 4XL. Style: Gildan Cotton Connection, Port and Company PC90, Jerzee's 4662M or State approve equivalent. Specify brand and model offered in price schedule. Estimated annual usage: 1500 shirts (900 sizes small through XL, 475 size 2XL – 3XL, 25 size 4-XL).

LOT 2

Pants, Military-Style Battle Dress Uniform (BDU). Military Specification MIL-T-44047E, Battle –Rip 65% Polyester/ 35% Cotton rip stop, adjustable waist tabs, button fly, two front slash pockets, two-button down back pockets, two large button-down pleated bellow cargo pockets on legs, reinforced seat and knees, four-button fly, all seams double-stitched, drawstring ankle ties. Sizes: Men’s extra small (regular length); small (short, regular, and long lengths); medium through 3XL (regular and long lengths; and 4XL (regular length). Colors: Provide Navy blue (cadet) AND Khaki (tan), and Black (cadre). Style: True Spec or State approved equivalent. Pants offered must be the same brand as the shirt offered in response to this ITB. Specify brand and model offered in price schedule. Estimated annual usage: 1700 trousers (approximately 1200 navy blue and 500 khaki, 150 Black).

Shirt, Military-Style Battle Dress Uniform (BDU). Military Specification MIL-DTL-44048H, Battle Rip 65% Polyester/35% Cotton rip stop, long sleeve, fused pocket flaps and collar, 4 each button-down bellows pockets, chest pencil pocket, reinforced elbow, felled side seams and sleeves, adjustable sleeve buttons, drain holes in each pocket, non-tuck in style, machine wash/dry. Sizes: Men’s extra small (regular length); small (short, regular, and long lengths); medium through 3XL (regular and long lengths); and 4XL (regular length). Colors: Provide Navy blue (cadet) AND Khaki (tan), and Black (cadre). Style: True Spec or State approve equivalent. Shirts offered must be the same brand as the pant offered in response to this ITB. Specify brand and model offered in price schedule. Estimated annual usage: 1700 shirts (approximately 1200 navy blue and 500 khaki, 150 Black).

LOT 3

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

Canteen. 1-quart, heavy duty, odor free, crack-resistant, screw on cap. Size: 1 quart. Available in three colors needed: Red, Blue and Green semi-transparent or Clear. Style: U.S. Cavalry #2566, Nalgene Triton Oasis’s, or State approved equivalent. Specify brand and model offered in price schedule. Estimated annual usage: 200 each.

LOT 4

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

Frame, A.L.I.C.E. Pack with Kidney Pad and shoulder straps. Estimated annual usage: 10 each.

LOT 5

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

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

LOT 6

Pants, Physical Fitness. 100% polyester, mesh lining above knee, poly lining; elastic waistband with drawcord, side pockets, extended leg zippers. Machine wash/dry. Men's small through 4XL. Color: Black. Style: Sport-Tek or State approved. Pants offered must be the same brand as the shirt. Specify brand and model offered in price schedule. Estimated usage: 75 (50 small through XL; 20 sizes 2XL and 3XL; 5 size 4XL).

Jacket, Physical Fitness. 100% polyester woven body with 100% polyester mesh body and hood lining and woven sleeve lining. Reverse coil zipper, front zippered pockets. Men's small through 4XL. Color: Black. Style: Sport-Tek or State approved. Jackets offered must be the same brand as the pant. Specify brand and model offered in price schedule. Estimated usage: 75 (50 small through XL; 20 sizes 2XL and 3XL; 5 size 4XL).

LOT 7

Jacket, Rain. PU-coated, 100% Nylon, Light fleece collar lining, 2-way front zipper under storm flap with Velcro closure, 2 hand pockets with zip closure, map pocket under storm flap, 1 chest pocket with zip closure, loops for additional accessories under flaps, articulated sleeves, Velcro sleeve adjustment. Machine wash/dry. Men's small through 4XL. Color Red/Black two color only. Jackets offered must be the same brand as the pants. Specify brand and model offered in price schedule. Estimated usage: 50 (30 small through XL; 15 sizes 2XL and 3XL; 5 size 4XL).

Pants, Rain. PU-coated, 100% Nylon, 2-Ply fabric Polyester mesh and taffeta lining, seam sealed, articulated construction at knees, 13-inch boot-zipper, dual snap adjustable cuff, elastic waistband with drawcord adjustment, waterproof cargo pocket with snap closure, cargo pocket on right thigh. Machine wash/dry. Men's small through 4XL. Color BLACK only. Pants offered must be same brand as the jacket. Specify brand and model offered in price schedule. Estimated usage: 50 (30 small through XL; 15 sizes 2XL and 3XL; 5 size 4XL).

SEC. 2.11 F.O.B. POINT

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

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 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 thirty (30) calendar days after the receipt of an order. Bids that specify deliveries in excess of thirty (30) calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected. This delivery time shall remain constant throughout the life of the contract(s).

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 the first year of the contract.

The contractor may request price adjustments, in writing, thirty (30) days prior to the contract renewal date. Requests must be in writing and must be received thirty (30) days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment thirty (30) days prior to the contract renewal date, the adjustment will be effective thirty (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 2020; 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.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment 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 fifteen (**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 4. 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

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

SEC. 4.03 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. 4.04 METHOD OF AWARD

Award will be made by line item and lot to the lowest responsive and responsible bidder for each line item or lot. There are 25-line items and 7 lots.

In order to be considered responsive for a lot, bidders must bid on all items within that lot. Bidders do not need to bid on all lines and/or lots to be considered.

SEC. 4.05 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 5. 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 STANDARD CONTRACT PROVISIONS

The selected contractor will be required to sign and submit the State's Standard Agreement Form for Goods and Non-Professional Services Contracts. This form is attached in **SECTION 8. ATTACHMENTS** for your review and completion on bottom of Appendix A. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 5.05 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. 5.06 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. 5.07 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. 5.08 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. 5.09 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. 5.10 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. 5.11 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. 5.12 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. 5.13 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. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 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. 5.19 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. 5.20 SOLICITATION ADVERTISING

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

SEC. 5.21 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. 5.22 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. 5.23 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 6. ATTACHMENTS

Attachments:

- 1) Bid Schedule.
- 2) Standard Agreement Form – Appendix A.
- 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.
- 4) System for Award Management Helpful information.
- 5) Bidder's Checklist.

ATTACHMENT 1. BID SCHEDULE.

Award will be made by line item and lot to the lowest responsive and responsible bidder for each line item or lot. In order to be considered responsive for a lot, bidders must bid on all items within that lot. Cost must be inclusive of shipping and delivery to F.O.B. For Specification of items refer to Section 2.10 of this ITB. Please print legibly, and write "NO BID" in the Total Cost of those items you will not bid on.

1. Men's Boxer Briefs:

- a. Sizes Small through XL: Cost per each = \$_____.
- b. Sizes 2XL through 3XL: Cost per each = \$_____.
- c. **Total Cost for Items 1a through 1b = \$_____.**
- d. Brand, Model and
Color Offered: _____
- e. Number per Pack, if applicable: _____

2. Women's Briefs:

- a. Sizes 3 through 8: Cost per each = \$_____.
- b. Sizes 9 through 14: Cost per each = \$_____.
- c. **Total Cost for Items 2a through 2b = \$_____.**
- d. Brand, Model and
Color Offered: _____
- e. Number per Pack, if applicable: _____

3. Sports Bra:

- a. Sizes 32 through 46: Cost per each = \$_____.
- b. Sizes 48 through 50: Cost per each = \$_____.
- c. **Total Cost for Items 3a through 3b = \$_____.**
- d. Brand, Model and
Color Offered: _____
- e. Number per Pack, if applicable: _____

4. Men's Crew Socks:

- a. Sizes 6 through 12: Cost per pair = \$_____.
- b. **Total Cost for Items 4a = \$_____.**
- c. Brand, and Model Offered: _____
- d. Number per Pack, if applicable: _____

5. Men's Swim Trunks:

- a. Sizes Small through XL: Cost per each = \$_____.
- b. Sizes 2XL through 3XL: Cost per each = \$_____.
- c. **Total Cost for Items 5a through 5b = \$_____.**
- d. Brand, Model and
Color Offered: _____
- e. Number per Pack, if applicable: _____

6. Women's Swimsuits:

- a. Sizes 4 through 18: Cost per each = \$_____.
- b. Sizes 16W through 24W: Cost per each = \$_____.
- c. **Total Cost for Items 6a through 6b = \$_____.**
- d. Brand, Model and
Color Offered: _____
- e. Number per Pack, if applicable: _____

7. T-Shirt.

- a. Sizes Small through XL: Cost per each = \$_____.
- b. Sizes 2XL through 4XL: Cost per each = \$_____.
- c. **Total Cost for Items 7a through 7b = \$_____.**
- d. Brand and Model Offered: _____
- e. Number per Pack, if applicable: _____

8. Boot, Military or Police Style, Service. (Cost must be inclusive of ½ sizes)

- a. Size Men's 7 Regular through 14 Regular: Cost per pair = \$_____.
- b. Size Men's 7 Wide through 14 Wide: Cost per pair = \$_____.
- c. Size Women's 5 Regular through 10 Regular: Cost per pair = \$_____.
- d. Size Women's 5 Wide through 10 Wide: Cost per pair = \$_____.
- e. **Total Cost for Items 8a through 8b = \$_____**
- f. Brand and Model Offered: _____
- g. Number per Pack, if applicable: _____

OR

- h. Unisex Sizes 5 through 14 Regular: Cost per pair = \$_____.
- i. Unisex Sizes 5 Wide 14 Wide: Cost per pair = \$_____.
- j. **Total Cost for Items 8f through 8g = \$_____**
- k. Brand and Model Offered: _____
- l. Number per Pack, if applicable: _____

9. Jacket, Lightweight.

- a. Sizes Small through XL: Cost per each = \$_____.
- b. Sizes 2XL through 4XL: Cost per each = \$_____.
- c. **Total Cost for Items 9a through 9b = \$_____**
- d. Brand and Model Offered: _____
- e. Number per Pack, if applicable: _____

10. Heavy Duty Waterproof Breathable Rain Jacket.

- a. Sizes Small through XL: Cost per each = \$_____.
- b. Sizes 2XL through 4XL: Cost per each = \$_____.
- c. **Total Cost for Items 10a through 10b = \$_____**
- d. Brand and Model Offered: _____
- e. Number per Pack, if applicable: _____

11. Cap, Baseball, with Lettering.

- a. One Size Fits All: Cost per each = \$_____.
- b. **Total Cost for Items 11a = \$_____.**
- c. Brand, Model and
Color Offered: _____
- d. Number per Pack, if applicable: _____

12. Shorts, Lycra Spandex.

- a. Sizes Small through XL: Cost per each = \$_____.
- b. Sizes 2XL through 4XL: Cost per each = \$_____.
- c. **Total Cost for Items 12a through 12b = \$_____.**
- d. Brand and Model Offered: _____
- e. Number per Pack, if applicable: _____

13. Shoe, Athletic Running.

- a. Size Men's 7 Regular through 14 Regular: Cost per pair = \$_____.
- b. Size Men's 7 Wide through 14 Wide: Cost per pair = \$_____.
- c. Size Women's 5 Regular through 10 Regular: Cost per pair = \$_____.
- d. Size Women's 5 Wide through 10 Wide: Cost per pair = \$_____.
- e. **Total Cost for Items 13a through 13d = \$_____.**
- f. Brand and Model Offered: _____
- g. Number per Pack, if applicable: _____

14. Jacket, Military-Style, M65 Storm Jacket.

- a. Sizes Men's Small through XL: Cost per each = \$_____.
- b. Sizes Men's 2XL through 5XL: Cost per each = \$_____.
- c. **Total Cost for Items 14a through 14b = \$_____.**
- d. Brand and Model Offered: _____
- e. Number per Pack, if applicable: _____

15. Beret, Military-Style.

- a. Sizes Small (6 3/4 through 7 7/8): Cost per each = \$_____.
- b. **Total Cost for Items 15a = \$_____.**
- c. Brand and Model Offered: _____
- d. Number per Pack, if applicable: _____

16. Scarf, Bib.

- a. One Size Fits All: Cost per each = \$_____.
- b. **Total Cost for Items 16a = \$_____.**
- c. Brand and Model Offered: _____
- d. Number per Pack, if applicable: _____

17. Belt, BDU.

- a. Size 64-inches (XL Only): Cost per each = \$_____.
- b. **Total Cost for Items 17a = \$_____.**
- c. Brand and Model Offered: _____
- d. Number per Pack, if applicable: _____

18. Belt, Pistol, Military Style.

- a. Size Medium (44 inches) to XL (58 inches): Cost per each = \$_____.
- b. **Total Cost for Items 18a = \$_____.**
- c. Brand and Model Offered: _____
- d. Number per Pack, if applicable: _____

19. Flight (Aviator) Kit Bag.

- a. **Total Cost for Item 19 = \$_____.**
- b. Brand and Model Offered: _____
- c. Number per Pack, if applicable: _____

20. Back Pack.

- a. **Total Cost for Item 20 = \$**_____.
- b. Brand and Model Offered: _____
- c. Number per Pack, if applicable: _____

21. Glove, Liner, Wool.

- a. **Total Cost for Item 21 = \$**_____.
- b. Brand and Model Offered: _____
- c. Number per Pack, if applicable: _____

22. Shirt, Long Sleeve Pullover.

- a. Sizes Men's Small through XL: Cost per each = \$_____.
- b. Sizes Men's 2XL through 4XL: Cost per each = \$_____.
- c. **Total Cost for Items 22a through 22b = \$**_____.
- d. Brand and Model Offered: _____
- e. Number per Pack, if applicable: _____

23. Neck Gaiter.

- a. One Size Fits All: Cost per each = \$_____.
- b. **Total Cost for Items 23a = \$**_____.
- c. Brand and Model Offered: _____
- d. Number per Pack, if applicable: _____

24. 3 in 1 Parka.

- a. Sizes Men's Small through XL: Cost per each = \$_____.
- b. Sizes Men's 2XL through 4XL: Cost per each = \$_____.
- c. **Total Cost for Items 24a through 24b = \$**_____.
- d. Brand and Model Offered: _____
- e. Number per Pack, if applicable: _____

25. Bag, Laundry.

- a. **Total Cost for Item 22 = \$**_____.
- b. Brand and Model Offered: _____
- c. Number per Pack, if applicable: _____

LOT 1**A. Pants, Sweat.**

1. Sizes Men's Small through XL: Cost per each = \$_____.
2. Sizes Men's 2XL through 4XL: Cost per each = \$_____.
- 3. Total Cost for Items A1 through A2 = \$**_____.
4. Brand and Model Offered: _____
5. Number per Pack, if applicable: _____

B. Shirt, Sweat.

1. Sizes Men's Small through XL: Cost per each = \$_____.
2. Sizes Men's 2XL through 4XL: Cost per each = \$_____.
- 3. Total Cost for Items B1 through B2 = \$**_____.
4. Brand and Model Offered: _____
5. Number per Pack, if applicable: _____

TOTAL COST FOR ITEMS A3 and B3 = \$_____.**LOT 2****A. Pants, Military-Style Battle Dress Uniform (BDU).**

1. Sizes Men's Small Short, Regular and Long Length: Cost per each = \$_____.
2. Sizes Men's Medium Regular and Long Length through
XL Regular and Long Length: Cost per each = \$_____.
3. Sizes Men's 2XL Regular and Long Length and 4 XL Regular and Long Length:
Cost per each: \$_____.
- 4. Total Cost for Items A1 through A3 = \$**_____.
5. Brand and Model Offered: _____
6. Number per Pack, if applicable: _____

B. Shirt, Military-Style Battle Dress Uniform (BDU).

1. Sizes Men's Small Short, Regular and Long Length: Cost per each = \$_____.

2. Sizes Men's Medium Regular and Long Length through
XL Regular and Long Length: Cost per each = \$_____.3. Sizes Men's 2XL Regular and Long Length and 4 XL Regular and Long Length:
Cost per each: \$_____.

4. Total Cost for Items A1 through A3 = \$_____.

5. Brand and Model Offered: _____

6. Number per Pack, if applicable: _____

TOTAL COST FOR ITEMS A4 and B4 = \$_____.**LOT 3****A. Cover, Canteen.**

1. Total Cost for Item A = \$_____.

2. Brand and Model Offered: _____

3. Number per Pack, if applicable: _____

B. Canteen.

1. Total Cost for Item B = \$_____.

2. Brand, Model and Color Offered: _____

3. Number per Pack, if applicable: _____

TOTAL COST FOR ITEM A1 AND B1 = \$_____.**LOT 4****A. Pack, A.L.I.C.E., LC-2, Without Frame or Kidney Pad.**

1. Total Cost for Item A = \$_____.

2. Brand and Model Offered: _____

3. Number per Pack, if applicable: _____

B. Frame, A.L.I.C.E. Pack with Kidney Pad and shoulder straps.

1. Total Cost for Item B = \$_____.

2. Brand and Model Offered: _____

3. Number per Pack, if applicable: _____

TOTAL COST FOR ITEM A1 AND B1 = \$_____.

LOT 5**A. Towel, Bath.**

1. Total Cost for Item A = \$_____.
2. Brand and Model Offered: _____
3. Number per Pack, if applicable: _____

B. Cloth, Wash.

1. Total Cost for Item B = \$_____.
2. Brand and Model Offered: _____
3. Number per Pack, if applicable: _____

TOTAL COST FOR ITEM A1 AND B1 = \$_____.**LOT 6****A. Pants, Physical Fitness.**

1. Sizes Men's Small through XL: Cost per each = \$_____.
2. Sizes Men's 2XL through 4XL: Cost per each = \$_____.
3. Total Cost for Items A1 through A2 = \$_____.
4. Brand and Model Offered: _____
5. Number per Pack, if applicable: _____

B. Jacket, Physical Fitness.

1. Sizes Men's Small through XL: Cost per each = \$_____.
2. Sizes Men's 2XL through 4XL: Cost per each = \$_____.
3. Total Cost for Items B1 through B2 = \$_____.
4. Brand and Model Offered: _____
5. Number per Pack, if applicable: _____

TOTAL COST FOR ITEMS A3 and B3 = \$_____.

LOT 7**A. Jacket, Rain.**

1. Sizes Men's Small through XL: Cost per each = \$_____.

2. Sizes Men's 2XL through 4XL: Cost per each = \$_____.

3. Total Cost for Items A1 through A2 = \$_____.

4. Brand and Model Offered: _____

5. Number per Pack, if applicable: _____

B. Pants, Rain

1. Sizes Men's Small through XL: Cost per each = \$_____.

2. Sizes Men's 2XL through 4XL: Cost per each = \$_____.

3. Total Cost for Items B1 through B2 = \$_____.

4. Brand and Model Offered: _____

5. Number per Pack, if applicable: _____

TOTAL COST FOR ITEMS A3 and B3 = \$_____.

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

BIDDER INFORMATION

GUARANTEED DELIVERY: _____ calendar days after receipt of order.

ORDERING ADDRESS:

Business Name: _____

Mailing Address: _____

Contact: _____

Phone: _____

Toll Free: _____

Email address: _____

Website: _____

-END ATTACHMENT 1-

ATTACHMENT 2: STANDARD AGREEMENT FORM with APPENDIX A

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor hereafter the contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		

12. CONTRACTOR		<p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	

APPENDIX A
GENERAL CONDITIONS

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.:

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

3. 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

4. Default:

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

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

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

14. Force Majeure:

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

15. Contract Extension:

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

16. Severability:

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

17. Continuing Obligation of Contractor:

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

18. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

--End of Appendix A--

I have read the terms and conditions of the Alaska Standard Agreement form found above and

_____ I have no issues or objections to the terms and conditions as stated.

_____ I have identified issues or objections to the terms and conditions as stated and have attached those on a separate page.

Certifying Officer's Signature

Date

Title

-END ATTACHMENT 2-

Attachment 3: System for Award Management Helpful Information

<https://www.sam.gov/SAM/>

Federal regulations require vendors to be registered in the System for Award Management (SAM) in order to receive awards and payments on federal contracts. (FAR 52.204-7). SAM is a composite procurement system that replaces several government legacy systems, including the Central Contractor Registry (CCR) and serves as a common source of vendor data for government agencies. Registration in SAM is free, and extensive help files are available on the site to assist you with the registration process. SAM registration provides your company the added benefit of being visible to federal, state, and local agencies, as well as other contractors, searching for the products and services your company has to offer.

SAM is maintained by the General Services Administration, but personalized assistance with registration and other government procurement related matters is available through the nationwide network of Procurement Technical Assistance Centers or “PTACs”. To find the PTAC office nearest you, visit the national PTAC website at <http://www.ptac-us.org>. You can also find a listing of PTAC offices by state on the Defense Logistics Agency small business website at the following URL: <http://www.dla.mil/smallbusiness/pages/ptap.aspx>.

In Alaska, contact the Alaska Procurement Technical Assistance Center via their website at <http://www.ptacalaska.org>, or by calling (907) 274-7232 in Anchorage, or via their statewide toll-free number at 1(800) 478-7232. Alaska PTAC staff will assist you with your SAM registration and can answer any other questions you have regarding federal, state, or local procurement opportunities and requirements.

Vendors registered in SAM:

Please provide your business name, Data Universal Numbering System (DUNS®) number, Tax ID, and DoD issued CAGE code to enable us to pull your information for our records.

Vendors NOT registered in SAM:

You will first need to obtain a DUNS® number from Dun & Bradstreet (DnB) before registering. A DUNS® number is required for SAM registration and is free for vendors pursuing federal contracts. You can apply for a DUNS® number online through the DnB website at <http://www.dnb.com>; or by using the webform located at <https://fedgov.dnb.com/webform>

Issuance and activation of a DUNS® number is usually completed within 24 hours. If you need assistance with obtaining a DUNS® number, please contact your local PTAC office.

-END ATTACHMENT 3-

**Attachment 4: Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion Lower Tier Covered Transactions**

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

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

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Printed Name and Title of Authorized Representative

Signature Date

Please provide either the DUNS Number _____ or the
Cage Code _____

Instructions for Certification

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

-END ATTACHMENT 4-

ATTACHMENT 5: BIDDER’S CHECKLIST

THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED BY THE BIDDER WITH THEIR BID. THIS MAY NOT BE AN ALL-INCLUSIVE LIST. IT IS THE BIDDER’S RESPONSIBILITY TO ENSURE ALL MANDATORY RETURN DOCUMENTS ARE SUBMITTED AS REQUIRED BY THIS ITB AND ANY ISSUED AMENDMENTS. REQUIRED RETURNED DOCUMENTS MUST BE RETURNED NO LATER THAN THE ITB CLOSE DATE AND TIME.

- _____ 1. Completed Cover Page (page 1) of this ITB
- _____ 2. Proof of your Alaska Business License as specified on page 1.
- _____ 3. Completed Attachment 4, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- _____ 4. Completed Bid Schedule for Line Items and/or Lots for which you are bidding (attachment 1).
- _____ 5. Completed Bidder’s Information (attachment 1).
- _____ 6. Mandatory Return Amendments to this ITB, if issued.
- _____ 7. Non-Conflict of Interest Statement
- _____ 8. Attachment 2, Appendix A signature page

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

-END ATTACHMENT 5-