

STATE OF ALASKA

INVITATION TO BID (ITB)



INMATE UNIFORMS AND JACKETS

2023-2000-5200

MAY 19, 2022

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.

NAME Gary Bailey Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
Phone: (907) 269-7344 FAX: (907) 269-7345	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
Email: gary.bailey@alaska.gov	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
_____ ALASKA BUSINESS LICENSE NUMBER	_____ DATE	_____ TELEPHONE NUMBER
_____ FEDERAL TAX ID 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 PRIOR EXPERIENCE & QUALIFICATIONS	4
SEC. 1.04 INVITATION TO BID (ITB) REVIEW	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS.....	4
SEC. 1.06 SUBMITTING BIDS.....	4
SEC. 1.07 BID FORMS.....	5
SEC. 1.08 PRICES	6
SEC. 1.09 PRE-BID CONFERENCE	6
SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY	6
SEC. 1.11 AMENDMENTS TO BIDS	6
SEC. 1.12 AMENDMENTS TO THE ITB	6
SEC. 1.13 ITB SCHEDULE.....	6
SEC. 1.14 ALTERNATE BIDS	7
SEC. 1.15 SUPPORTING INFORMATION.....	7
SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER.....	7
SECTION 2. CONTRACT INFORMATION	8
SEC. 2.01 CONTRACT TERM.....	8
SEC. 2.02 CONTRACT ADMINISTRATION	8
SEC. 2.03 CONTRACT FUNDING.....	8
SEC. 2.04 CONTRACT EXTENSION	8
SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	8
SEC. 2.06 SUBCONTRACTORS	8
SEC. 2.07 JOINT VENTURES	8
SEC. 2.08 CONTRACT PERFORMANCE LOCATION	8
SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS	10
SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS	10
SEC. 2.11 F.O.B. POINT	11
SEC. 2.12 SHIPPING DAMAGE	11
SEC. 2.13 DELIVERY TIME	12
SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	12
SEC. 2.15 CONTINUING OBLIGATION OF CONTRACTOR.....	12
SEC. 2.16 ESTIMATED QUANTITIES	12
SEC. 2.17 CONTRACT PRICE ADJUSTMENTS	12
SEC. 2.18 INFORMAL DEBRIEFING	13
SEC. 2.19 INDEMNIFICATION.....	13
SEC. 2.20 INSURANCE	13
SEC. 2.21 SAMPLES REQUIRED	14
SEC. 2.22 SUPPORTING LITERATURE AND INFORMATION	14
SEC. 2.23 SERVICE CONTRACT DEFICIENCIES	14
SECTION 3. CONTRACT INVOICING AND PAYMENTS	16
SEC. 3.01 BILLING INSTRUCTIONS.....	16
SEC. 3.02 PAYMENT FOR STATE PURCHASES.....	16
SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES	16
SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED	16

SECTION 4. EVALUATION AND CONTRACTOR SELECTION	17
SEC. 4.01 EVALUATION OF BIDS	17
SEC. 4.02 APPLICATION OF PREFERENCES	17
SEC. 4.03 ALASKA BIDDER PREFERENCE	17
SEC. 4.04 ALASKA VETERAN PREFERENCE	18
SEC. 4.05 USE OF LOCAL FOREST PRODUCTS	18
SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE	18
SEC. 4.07 ALASKA PRODUCT PREFERENCE	19
SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE	20
SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE	20
SEC. 4.10 PREFERENCE QUALIFICATION LETTER	20
SEC. 4.11 EXTENSION OF PRICES	20
SEC. 4.12 METHOD OF AWARD	20
SEC. 4.13 CONTRACTOR SELECTION PROCESS	20
SEC. 4.14 NOTICE OF INTENT TO AWARD	21
SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION	22
SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	22
SEC. 5.02 AUTHORITY	22
SEC. 5.03 COMPLIANCE	22
SEC. 5.04 SUITABLE MATERIALS, ETC.	23
SEC. 5.05 SPECIFICATIONS	23
SEC. 5.06 CONTRACTOR SITE INSPECTION	23
SEC. 5.07 ORDER DOCUMENTS	23
SEC. 5.08 HUMAN TRAFFICKING	23
SEC. 5.09 RIGHT OF REJECTION	23
SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS	24
SEC. 5.11 DISCLOSURE OF BID CONTENTS	24
SEC. 5.12 ASSIGNMENTS	24
SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)	25
SEC. 5.14 DEFAULT	25
SEC. 5.15 DISPUTES	25
SEC. 5.16 SEVERABILITY	25
SEC. 5.17 CONTRACT CANCELLATION	25
SEC. 5.18 GOVERNING LAW, FORUM SELECTION	25
SEC. 5.19 SOLICITATION ADVERTISING	25
SEC. 5.20 QUALIFIED BIDDERS	25
SEC. 5.21 FEDERALLY IMPOSED TARIFFS	26
SEC. 5.22 PROTEST	26
SECTION 6. ATTACHMENTS	28
SEC. 6.01 ATTACHMENTS	28

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Corrections, Division of Institutions, is soliciting bids for Inmate uniforms and jackets on an as needed basis. The resulting contract will be a mandatory use contract for all state correctional facilities.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2PM Alaska Time on Thursday, June 9, 2022**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE & QUALIFICATIONS

Offerors must have a minimum of 5 years in business providing this type of service to private/government correctional facilities and be able to provide large scale orders upon request.

Bidder's must provide a statement with their bid to show they meet the minimum requirement of 5 years in business, this can be provided with a copy of a business license showing dates in business or statement in writing signed by an executive officer of the company verifying the 5 year requirement. A bidder's failure to meet these minimum prior experience requirements may cause their bid to be considered non-responsive and rejected.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

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

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision. **All questions shall be submitted within 48 hours of deadline date.**

SEC. 1.06 SUBMITTING BIDS

Bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. However, you may submit your bid via email to the procurement officer listed for this ITB. The sealed bid package must be addressed as follows for US Mail, courier/delivery service:

*Department of Corrections
Attention: Gary Bailey
ITB Number: 2023-2000-5200
ITB Title: Inmate Uniforms*

550 W 7th Ave., Suite 1800
Anchorage, AK 99501

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

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

It is the bidder's responsibility to contact the issuing agency at 907-269-7344 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

NOTE: The above address can be used to send in your samples.

SEC. 1.07 BID FORMS

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

BIDDER'S CERTIFICATION

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

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

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

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer

reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.08 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. 1.09 PRE-BID CONFERENCE

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

SEC. 1.10 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. 1.11 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. 1.12 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. 1.13 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		5/19/ 2022
Deadline for Receipt of Bids / Bid Due Date	2PM	6/9/2022
Bid Evaluations Complete		6/17/2022
Notice of Intent to Award		6/20/2022
Contract Issued <i>(Estimated & based on whether an award is made.)</i>		7/1/2022

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 Corrections, 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. 1.14 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. 1.15 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. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, approximately **July 1, 2022, through June 30, 2023**, with the options to renew for additional one-year terms up to **June 30, 2026**, under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Corrections, Division of Institutions.

SEC. 2.03 CONTRACT FUNDING

Payment for the contract is subject to funds already appropriated and identified. Negotiations may be necessary to stay within allocated budget. Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

SEC. 2.04 CONTRACT EXTENSION

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

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) of participating facilities are as shown below. The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

PARTICIPATING FACILITIES

Anchorage Correctional Complex (East)
1400 E. 4th Ave.
Anchorage, Alaska 99501

Anchorage Correctional Complex (West)
1300 E. 4th Ave.
Anchorage, Alaska 99501

Anvil Mt. Correctional Center
1810 Center Creek Road
P.O. Box 730
Nome, Alaska 99762

Fairbanks Correctional Center
1931 Eagan Street
Fairbanks, Alaska 99701

Goose Creek Correctional Center
22301 West Alsop Road
Wasilla, Alaska 99623

Hiland Mt. Correctional Center
9101 Hesterberg Road
Eagle River, Alaska 99577

Ketchikan Correctional Center
1201 Schoenbar Road
Ketchikan, Alaska 99901

Lemon Creek Correctional Center
2000 Lemon Creek Road
Juneau, Alaska 99801

Matsu Pretrial Facility
339 East Dogwood
Palmer, Alaska 99645

Point Mackenzie Correctional Farm
13690 Guernsey Road
P.O. Box 877730
Wasilla, Alaska 99687

Spring Creek Correctional Center
3600 Bette Cato
Seward, Alaska 99664

Wildwood Correctional Center
10 Chugach Ave.
Kenai, Alaska 99611

Yukon-Kuskokwim Correctional Center
1000 Chief Eddie Hoffman Hwy
P.O. Box 400
Bethel, Alaska 99559

Palmer Correctional Center
Mile 58 Glenn Hwy
PO Box 919
Palmer, Alaska 99645

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

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

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

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

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

The department is looking to update or improve current inmate uniforms as described below.

SHIRT - Inmate Uniform – Unisex

Sizes: Small through 14XL, must include tall and short. *(Its preferred bidders provide Unisex sizes. However, Male / Female sizes will be allowed.)*

Style: Polo style, short sleeve , plastic button/s are okay. Velcro closure may be an option.

Colors: Vivid (bright) colors Yellow, Red, Green, and Orange.

Construction: Sides, inseam, sleeve seams and shoulder seams sewn with three needle felling stitch. Hemmed sleeves. Double needle stitch may be accepted.

Thread: High-quality, heavy-duty thread.

Fabric: 65% polyester / 35% cotton.

Weight: 6 to 7.5 ounce.

Screen Printing: Screen Print one image per uniform when directed by the ordering institution at no extra charge. Screen print must be 2" inches on the center of shirt back and 1" inches on the left chest area on the front of the shirt. Print shall be an Arial Font or similar in black ink. Print is "AKDOC INMATE". Screen Print on shirt or pants of uniform when directed by the ordering institution.

Optional: Side vents may be offered but not required on polo.

PANTS - Inmate Uniform – Unisex

Sizes: Small through 14XL must include tall and short. *(Its preferred bidders provide Unisex sizes. However, Male / Female sizes will be allowed.)*

Colors: Vivid Yellow, Red, Orange, and Green.

Construction: Work type pants. Must have elastic waist band with 4 rows of expansion stitching, or side elastic waist band may also be offered in lieu of full elastic waist band. Metal or plastic fly is okay, NO pockets or NO belt loops. Hemmed bottom strength. Sides, inseam, sewn with three needle felling stitch. Double needle stitch may be accepted.

Stitching: 3-needle felling stitch on all seams for extra strength.

Thread: High-quality, heavy-duty thread

Fabric: 65% polyester / 35% cotton twill.

Weight: 6.5 to 7.5 ounce.

Screen Printing: When directed, Arial Black or a like Font. Pant leg size 2". Screen Print to be down the side of the right leg of pants with "AKDOC INMATE". Screen Print on shirt or pants of uniform when directed by the ordering institution.

JACKET - Light Weight

Size: Small through 6XL - must include tall and short. *(Bidders may provide other than Unisex sizes i.e. Male / Female sizes)*

Construction: Snap front closure, two side pockets, hip length.

Fabric: 65% polyester, 35% cotton. Non-Denim.

Weight: 7.5 ounce.

Color: Vivid Yellow, Red, Orange, and Green

JACKET - Heavy Weight

Size: Small through 6XL - must include tall and short. *(Bidders may provide other than Unisex sizes i.e. Male / Female sizes)*

Construction: Double quilted lined, snap front closure, two side pockets, hip length.

Fabric: 65% polyester, 35% cotton. Non-Denim.

Weight: 14.75 ounce or greater.

Color: Vivid Yellow, Red, Orange, and Green

NOTE: The individual item specifications provided in this ITB are representative of the type and quality of product that the Department of Corrections requires. Minor deviations to the specifications will be reviewed during the evaluation process and will either be accepted as such or will be rejected. Bidders are encouraged to provide items that are similar to these specs, the department will consider all similar options, but it will be the department's ultimate decision as to what is selected. Bidders must bid on all items.

SEC. 2.11 F.O.B. POINT

The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska to state correctional facilities list in this ITB. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state.

The cost of shipping and delivery is to be included in the bid price for all items list on the bid schedule. There will be no additional charge for shipping and delivery allowed.

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 **30** calendar days after the receipt of an order. Bids that specify deliveries in excess of **30** calendar days after the receipt of an order may be considered non-responsive and the bids will be rejected.

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for providing 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:

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

The contractor must provide the contracting officer clear and convincing evidence, satisfactory to the State, that all of the following conditions exist:

1. The increase is the result of increased costs at the manufacturer's level and not costs under the contractor's control, and that.
2. The increase will not produce a higher profit margin for the contractor than that on the original contract, and that.

3. The increase affects only certain items that are clearly identified by the contractor.

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

SEC. 2.18 INFORMAL DEBRIEFING

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

SEC. 2.19 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

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

SEC. 2.20 INSURANCE

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

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

Proof of insurance is required for the following:

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract; coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

SEC. 2.21 SAMPLES REQUIRED

Bidder will be required to submit samples of the items offered for inspection and evaluation. The bidder's failure to submit the samples or the State's rejection of the samples for failure to meet the bid specifications MAY cause the state to consider their bid to be non-responsive for that lot. Award will then be made to the next low bidder.

Samples can be returned but must be requested by the offeror in their bid. Samples must be the same product that will be provided and not a sample of a similar product or type.

SEC. 2.22 SUPPORTING LITERATURE AND INFORMATION

Bidders shall provide product literature to identify for the State the location of the supporting information regarding each product specification set out in this ITB as applicable. A bidder's failure to comply may cause the State to consider the offer non-responsive and reject the bid. Bidders may also provide web site links for all offered items providing specs and additional details.

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

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

SEC. 2.23 SERVICE CONTRACT DEFICIENCIES

The Contractor's failure to provide goods or service required by this contract will be grounds for the State to issue a Service Deficiency Claim (SDC) to the Contractor. The SDC will be provided to the Contractor in writing. The Contractor will advise the State, in writing, of the corrective action being taken.

If a deficiency is not corrected within five (5) working days from the time it is issued, the State may issue another SDC and procure, from another Contractor, the goods, or services necessary to correct the problem. The Contractor will then be obligated to reimburse the State for the amount required to correct the problem.

If a Contractor gets more than two (2) substantiated SDCs in a 30-day period, it will be grounds for the State to declare the Contractor in default.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

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

1. Name of Business & Address
2. DOC Contract Number
3. Contact Info to include email
4. List of items purchased
5. Costs

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 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

Third-party financing agreements will not be allowed.

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 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

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

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

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;

- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 4.05 USE OF LOCAL FOREST PRODUCTS

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

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

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

SEC. 4.07 ALASKA PRODUCT PREFERENCE

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

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

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

SEC. 4.11 EXTENSION OF PRICES

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

SEC. 4.12 METHOD OF AWARD

As this is a major change to the current inmate uniforms the department will make the final decision on what items are selected. If the AKDOC decides that none of the offered products are acceptable then the AKDOC may reject all bids and no award would be made. Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items listed.

SEC. 4.13 CONTRACTOR SELECTION PROCESS

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

would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

SEC. 4.14 NOTICE OF INTENT TO AWARD

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

SECTION 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 SUITABLE MATERIALS, ETC.

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

SEC. 5.05 SPECIFICATIONS

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

SEC. 5.06 CONTRACTOR SITE INSPECTION

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

SEC. 5.07 ORDER DOCUMENTS

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

SEC. 5.08 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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

SEC. 5.09 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;

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

may be waived by the procurement officer.

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

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

SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.11 DISCLOSURE OF BID CONTENTS

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). See, e.g., article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 5.12 ASSIGNMENTS

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

SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 5.14 DEFAULT

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

SEC. 5.15 DISPUTES

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

SEC. 5.16 SEVERABILITY

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

SEC. 5.17 CONTRACT CANCELLATION

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

SEC. 5.18 GOVERNING LAW, FORUM SELECTION

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

SEC. 5.19 SOLICITATION ADVERTISING

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

SEC. 5.20 QUALIFIED BIDDERS

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

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

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

SEC. 5.21 FEDERALLY IMPOSED TARIFFS

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

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

SEC. 5.22 PROTEST

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

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

contract, or the failure to award a contract."

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

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

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

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Bid Schedule
- 2) Alaska Bidders Preference Certification Form

BID SCHEDULE

INMATE UNIFORM - PANTS & SHIRTS

To be considered responsive bidders must bid on all items .

(See Page 10 for specification.)

Item #	Estimated Annual Quantity	Unit	Size	Description	Unit Price	Extended Price
1.1	2000	Each	Small - XL	Inmate Uniform Shirts ↓↓↓↓Brand/Stock # Offered↓↓↓↓		
1.2	1100	Each	2XL - 6XL	Inmate Uniform Shirts ↓↓↓↓Brand/Stock # Offered↓↓↓↓		
1.3	200	Each	7XL - 14 XL	Inmate Uniform Shirts ↓↓↓↓Brand/Stock # Offered↓↓↓↓		
1.4	2000	Each	Small - XL	Inmate Uniform Pants ↓↓↓↓Brand/Stock # Offered↓↓↓↓		
1.5	1100	Each	2XL - 6XL	Inmate Uniform Pants ↓↓↓↓Brand/Stock # Offered↓↓↓↓		

1.6	300	Each	7XL - 14XL	Inmate Uniform Pants ↓↓↓↓Brand/Stock # Offered↓↓↓↓		
1.7	1	Image		Screen Printing (See pg. 10 for details) "AKDOC INMATE"		
THE COST OF SHIPPING AND DELIVERY TO THE FINAL DESTINATION IS TO BE INCLUDED IN THE BID PRICE. THERE WILL BE NO ADDITIONAL CHARGE FOR SHIPPING AND DELIVERY.						TOTAL COST \$ _____

GUARANTEED DELIVERY FOR ALL PRODUCTS: (____) calendar days after receipt of order.

BID SCHEDULE

INMATE JACKETS – (Non-Denim)

To be considered responsive bidders must bid on all items.
(See Page 11 for specification.)

Item #	Estimated Annual Quantity	Unit	Size	Description	Unit Price	Extended Price
2.1	200	Each	Small – XL	Lightweight Jacket ↓↓↓↓Brand/Stock # Offered↓↓↓↓		
2.2	200	Each	2XL – 6XL	Lightweight Jacket ↓↓↓↓Brand/Stock # Offered↓↓↓↓		
2.3	200	Each	Small – XL	Heavyweight Jacket – ↓↓↓↓Brand/Stock # Offered↓↓↓↓		
2.4	100	Each	2XL – 6XL	Heavyweight Jacket ↓↓↓↓Brand/Stock # Offered↓↓↓↓		
2.5	1	Image		Screen Printing - 2" or 3" (See pg. 10 for details) "AKDOC INMATE" (On Back)		
TOTAL						\$
THE COST OF SHIPPING AND DELIVERY TO THE FINAL DESTINATION IS TO BE INCLUDED IN THE BID PRICE. THERE WILL BE NO ADDITIONAL CHARGE FOR SHIPPING AND DELIVERY.						

GUARANTEED DELIVERY FOR ALL PRODUCTS: (____) calendar days after receipt of order.

Attention Bidders! Please complete the following and submit with your bid schedule. Failure to submit may cause your bid to be rejected.

Name and Address of Bidder

Business name: _____

Business mailing address: _____

Business physical address: _____

Name of point of contact: _____

Phone: _____ Fax: _____

Email: _____

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ALASKA BIDDER PREFERENCE CERTIFICATION AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: [Click or tap here to enter text.](#)

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	☐ Yes ☐ No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	☐ Yes ☐ No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1.	2.
3.	4.
5.	6.

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. AS 36.30.990(2)(E)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per AS 36.30.687 and may result in criminal penalties.

Alaska Bidder Preference Questions:

- 1) Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?
☐ YES ☐ NO
If **YES**, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)
- 2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per AS 36.30.990(2)(B)?
☐ YES ☐ NO

- 3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per AS 36.30.990(2)(C)?

☐ YES ☐ NO

If YES, please complete the following information:

A. **Place of Business**

Street Address: [Click or tap here to enter text.](#)

City: [Click or tap here to enter text.](#)

ZIP: [Click or tap here to enter text.](#)

"Place of business" is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per 2 AAC 12.990(b)(3).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ YES ☐ NO

- B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under AS 16.05.415(a) per 2 AAC 12.990(b)(7).

- 1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per AS 16.05.415(a)(1)?

☐ YES ☐ NO

- 2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)?

☐ YES ☐ NO

- 3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per AS 16.05.415(a)(3)?

☐ YES ☐ NO

- 4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per AS 16.05.415(a)(4)?

☐ YES ☐ NO

- 4) Per AS 36.30.990(2)(D), is your business (**CHOOSE ONE**):

- A. **Incorporated or qualified to do business under the laws of the state?**

☐ YES ☐ NO

If YES, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

- B. A **sole proprietorship** AND the proprietor is a resident of the state?

☐ YES ☐ NO

- C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

☐ YES ☐ NO

Please identify each member by name: [Click or tap here to enter text.](#)

- D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

☐ YES ☐ NO

Please identify each partner by name: [Click or tap here to enter text.](#)

Alaska Veteran Preference Questions:

1) Per AS 36.30.321(F), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?
☐ YES ☐ NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
☐ YES ☐ NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
☐ YES ☐ NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
☐ YES ☐ NO

Per AS 36.30.321(F)(3) "Alaska veteran" is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ YES ☐ NO

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____