

STATE OF ALASKA

INVITATION TO BID (ITB)



DMV CONTRACT AGENT SERVICES GLENNALLEN, ALASKA

ITB 02-125-22

ISSUE DATE: JUNE 2, 2022

THE DEPARTMENT OF ADMINISTRATION, DIVISION OF MOTOR VEHICLES, IS SOLICITING BIDS FOR A COMMISSIONED AGENT TO PROVIDE DMV SERVICES IN GLENNALLEN, ALASKA. THE AGENT IS RESPONSIBLE FOR ISSUING DRIVER LICENSES, IDENTIFICATION CARDS, BOAT, SNOW MACHINE, AND MOTOR VEHICLE REGISTRATIONS AS WELL AS OTHER DMV OPERATIONS SUCH AS CONDUCTING KNOWLEDGE AND NON-COMMERCIAL ROAD SKILLS TESTS.

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.

Lisa Trombi, OPPM, DOA Procurement Officer doa.oppm.procurement@alaska.gov	_____	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
	COMPANY SUBMITTING BID	
	_____	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
	AUTHORIZED SIGNATURE	
	_____	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	PRINTED NAME	

	DATE	TELEPHONE NUMBER

ALASKA BUSINESS LICENSE NUMBER	FEDERAL TAX ID NUMBER	E-MAIL ADDRESS

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Administration, Division of Motor Vehicles, is soliciting bids for a Commissioned Agent to provide DMV services in Glennallen, Alaska. DMV services will include motor vehicle title, registration, registration renewals, driver's licenses, identification cards, and non-commercial road skill tests.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **12:00 PM** Alaska Time on **June 16, 2022**. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE AND REQUIREMENTS

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

- The bidder must have 2 years prior customer service experience in either a professional or voluntary capacity. The bidder must provide a resume, including at least one reference, documenting their prior experience.

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

SEC. 1.04 BACKGROUND CHECK

The selected bidder will be required to sign a release for, and pass, a background check to be conducted by the State of Alaska. Background checks must be completed and passed within 30-days of award. Awardee will also be required to submit a DMV Certified Driving Record.

The following are the requirements for conducting DMV road tests:

- Have a valid Alaska driver's license;
- Be at least 21 years old;
- Have 3 years of driving experience in Alaska;
- Not have been convicted of a driving offense within the previous three years that is a six-point offense under the point system established under AS 28.15.221-261;
- Not have accumulated eight (8) points under the point system established under AS 28.15.221-261;
- Not be registered as a sex offender under AS 12.63;
- Not have been convicted within the previous three years of a crime against a person under AS 11.41 or a law or ordinance of another jurisdiction with similar elements; and be of good moral character per 2 AAC 91.020.

Failure to meet these requirements will result in the immediate cancellation of awarded contract and the award will go to the next responsive bidder on record.

SEC. 1.05 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. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.07 SUBMITTING BIDS

Bidders must submit their bid electronically to the procurement officer in PDF format via email. The bid must be emailed to doa.oppm.procurement@alaska.gov and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

It is the bidder's responsibility to contact the issuing agency at doa.oppm.procurement@alaska.gov to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 BID FORMS

Bidders shall use the front page of this ITB, Bid Schedule (Attachment 5) and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

BIDDER'S CERTIFICATION

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

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

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

CONFLICT OF INTEREST

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

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

SEC. 1.09 PRICES

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

SEC. 1.10 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		June 2, 2022
Deadline for Receipt of Bids / Bid Due Date	12:00 PM AKST	June 16, 2022
Notice of Intent to Award Approximately		June 17, 2022
Contract Issued		July 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 Administration, 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, **July 1, 2022**, through **June 20, 2024**, with the option to renew for one-year term 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 Administration, Division of Motor Vehicles.

SEC. 2.03 CONTRACT FUNDING

The Department of Administration, Division of Motor Vehicles, estimates an annual budget of **\$97,920.00** for this contract. Bids priced at more than **\$97,920.00** annually will be considered non-responsive.

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

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

SEC. 2.04 CONTRACT EXTENSION

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

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The state **will not** provide workspace for the contractor. The contractor must provide its own workspace. The successful bidder shall be responsible for all costs associated with providing a worksite.

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 SCOPE OF WORK AND SPECIFICATIONS

The Department of Administration, Division of Motor Vehicles, is soliciting bids for a Commissioned Agent to provide DMV services in Glennallen, Alaska. The agent is responsible for issuing driver licenses, identification cards, boat, snow machine, and motor vehicle registrations as well as other DMV operations such as conducting knowledge and non-commercial road skills tests.

The successful bidder shall:

1. Issue driver's licenses and identification cards; process motor vehicle titles, boat, snow machine and motor vehicle registrations; and conduct knowledge and non-commercial road skills tests.
2. Maintain a store front and have regularly scheduled business days and hours during which services under this contract are available to the public. Business hours must be between 7 a.m. and 7 p.m. Office must be open a minimum of 20 hours, three days per week, and a minimum two hours each day open. Changes to business days and/or hours may be made no more than once every three months and must be approved, in advance, by DMV. Office closure is permitted a total of three weeks per year but no more than two consecutive weeks, and only one week between May 1 and August 31. One day closures are counted as part of the three-week total. Office closures in excess of three weeks will result in a prorated reduction of contract amount to the Contractor.
3. Sign and adhere to the Contract Agent Participation Agreement (Attachment 1). The terms of this agreement may be modified periodically during the term of the contract to reflect necessary changes in DMV policy, procedures, or legal requirements.
4. Sign and adhere to the Security Clearance Agreement (Attachment 2).
5. Comply with Alaska laws, regulations, and DMV's Standard Operating Procedures (SOP) manual, as well as any revisions to the manual, that govern document processing under this Contract. Establish procedures to ensure that employees comply with the laws, regulations, and SOP manual, as well as any revisions to the manual, that govern document processing under this Contract. In performing services under this Contract, the Contractor must comply with all federal, state, and local statutes, ordinances, regulations, and codes relating to the conduct of business and the operation of business premises, including the Americans with Disabilities Act.
6. Assure that, before employees conduct DMV business, they have signed a Security Clearance Agreement, have received a unique logon and password, and are trained by either DMV or a

representative approved by DMV to conduct training. Traveling expenses for training shall be the responsibility of the Contractor.

7. Be responsible for all costs of participation in the program including the cost of office space, office equipment, software upgrades required by DMV, utilities, insurance, installation expenses, repairs, computer system and support, desktop printer and supplies, copy paper, and on-going telecommunications charges. DMV shall provide the Contractor with specific equipment necessary to conduct DMV transactions (see Attachment 1, item II.B.2). The reference equipment is property of the State of Alaska and therefore shall not be used for anything other than what is specified in this contract. Misuse of equipment or downloading files from the Internet is cause for immediate termination of the contract.
8. Be responsible for any and all losses or shortages in the proceeds and fees to be collected and for all of its costs of doing business including, without limitation, credit card fees, costs of collection of checks received without sufficient funds, other bad debts, taxes, and operating expenses.
9. Maintain appropriate security to prevent theft, loss, or destruction of accountable documents and equipment provided by DMV.
10. Transfer funds collected on behalf of DMV per Contract Agent Participation Agreement procedures.
11. Have adequate bandwidth connection to the Internet to support accessing DMV application, SOP manual, and email.
12. Pay any and all costs incurred by the State of Alaska in enforcing the terms of this Contract including, but not limited to, full reasonable attorney's fees, court costs, pre-judgment and post-judgment interest at the highest rate allowed by law under AS 45.45.010.

SEC. 2.11 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. 2.12 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. 2.13 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 **June 20, 2024**.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to

request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

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

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR 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. 2.14 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. 2.15 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. 2.16 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. 2.17 MANDATORY REPORTING

The contractor must provide a quarterly usage report to the procurement officer in an electronic format (Excel). The report must contain at least the following information: purchasing entity, description of items and/or services purchased, date of purchase, contract price, retail price, extended contract and retail price, and savings.

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

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

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

SECTION 3. CONTRACT INVOICING AND 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

The Contractor will be paid by retaining a daily portion of the DMV fees collected. The daily portion will be determined by dividing the yearly contract amount by the number of days the office is scheduled to be open for the fiscal year (July 1st through June 30th).

The daily portion will be computed as follows:

$$[\text{Contract Amount} \div (\text{Number of Weeks in the Year} \times \text{Number of Regularly Scheduled Days per Week})]$$

The initial daily portion will be computed using 49 weeks in the year (52 weeks minus 3 weeks permitted closure).

Adjustments to the daily portion will be made each time a change is made in the number of regularly scheduled days per week. The balance of the contract amount will be divided by the number of days the office is scheduled to be open for the remainder of the fiscal year.

If total office closures exceed three weeks, the contract amount will be reduced by one daily portion for each day closed. The reduction will be the amount of daily portion established at the time the office closure occurred. Any office closure that occurs on a State holiday will not count towards part of the three-week office closure allowance.

In April of each year, DMV will prepare a mid-term true up, considering the number of weeks closed to-date and the number of weeks the office is anticipated to be closed through June 30th.

In July of each year, DMV will prepare a final true up. If insufficient fees were retained to pay the entire contract amount, DMV will issue a warrant for the difference. If excess fees were retained, the Contractor will refund the excess within two business days as instructed by DMV Fiscal.

SEC. 3.03 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 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>

- 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 (Attachment 3). 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 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. 4.06 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. 4.07 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. 4.08 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. 4.09 METHOD OF AWARD

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

SEC. 4.10 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. 4.11 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 ITB;
- 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 after six (6) months. The state may cancel the contract for any reason upon ninety (90) calendar days' written notice to the other party. 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) Contract Agent Participation Agreement (seven pages);
- 2) Security Clearance Agreement (one page);
- 3) Alaska Bidder Preference Certification (three pages);
- 4) Checklist (one page); and
- 5) Bid Schedule (one page).

ATTACHMENT 1

Contract Agent Participation Agreement

Contract Agent Participation Agreement

THIS AGREEMENT IS BETWEEN

THE STATE OF ALASKA, DEPARTMENT OF ADMINISTRATION, DIVISION OF MOTOR VEHICLES
hereafter "DMV"

AND

[NAME OF CONTRACT AGENT]

hereafter "Contract Agent"

LOCATED AT

[CONTRACT AGENT ADDRESS]

GENERAL PROVISIONS

A. Term.

1. This Agreement will be in effect from the date signed by both parties until **[DATE]**.

B. Definitions. In this Agreement,

1. "Contract Agent" means a DMV Business Partner that is authorized to do all DMV transactions and receives a commission for services.
2. "Agent DMV Representative" means the Contract Agent staff trained by DMV, or a person designated by DMV, to do DMV transactions and procedures.
3. "Accountable Inventory" means documents owned by the DMV but utilized by the Contract Agent in processing DMV transactions for the general public and includes, but may not necessarily be limited to, driver's license/ID card stock, temporary permits, license plates, titles, validation tabs, snowmachine/ATV and boat year tabs, and decals.
4. "ALVIN" means the Alaska License and Vehicle Information Network, the database of the DMV.
5. "VPN" means Virtual Private Network and is the software that allows use of a third-party computer system to bypass the State's firewall and to access the DMV's information on ALVIN.
6. "Batch" means all transactions and supporting documentation completed under a Batch Control Number.
7. "Batch Control Number" means a number assigned by ALVIN to designate a data entry batch.

RESPONSIBILITIES OF DMV

A. Authorization for the DMV Business Partnership Program.

1. DMV will permit the Contract Agent to process DMV transactions on line as specified in this Agreement. The authority granted under this Agreement is not transferable.

B. Administration

DMV will:

1. Provide the Contract Agent with forms, accountable documents, and information necessary to: issue driver's licenses and identification cards; process motor vehicle titles, boat, snowmachine/ATV and motor vehicle registrations; and conduct non-commercial road skills tests.
2. Provide the Contract Agent with start-up equipment necessary to conduct DMV transactions, (computer, software, driver's license printer, camera, and vision testing device). This equipment is property of the State of Alaska and therefore shall not be used for anything other than what is specified in this Agreement.
3. Provide the Contract Agent's designated employee(s) with initial training required prior to employee(s): Issuing and/or processing documents under this Agreement; conducting road skills tests; updating existing information in ALVIN; and performing all other duties and obligations of the Contract Agent under this Agreement. Training will be conducted at the soonest possible time dependent upon DMV trainer availability.
4. Provide the Contract Agent's designated employee(s) with follow-up training as deemed necessary by DMV and/or Contract Agent. Training will be conducted at the soonest possible time dependent upon DMV trainer availability.
5. Provide the Contract Agent with access to on-line Standard Operating Procedures (SOP) manual containing written standards relating to processing documents under this Agreement. The SOP manual will establish system operations, data reporting, accounting for funds collected, and revenue transmission to the State. The SOP manual will be revised as determined necessary by the DMV.
6. Evaluate the Contract Agent on a continuing basis to ensure compliance with this Agreement and adherence to State statutes, regulations, and DMV policies and procedures. DMV may conduct on-site audits for the duration of this Agreement.
7. Reimburse Contract Agent for postage to mail the following items: Batchwork, personalized license plate applications, return of supplies to DMV; titles to lienholders; and boat and snowmachine/ATV registration and decals, from dealer sales, to registered owner.

Requests for reimbursement must be submitted monthly, no later than the 15th of the following month, on a form provided by the DMV.
8. Authorize the Contract Agent, in consideration for the services provided above, to retain the amount bid in the Invitation to Bid (ITB), from funds collected on behalf of the State.
9. Such sums shall be retained by the Contract Agent from gross revenues. The remaining balance shall be remitted to DMV in accordance with Section III.C.2.b of this Agreement.

RESPONSIBILITIES OF THE CONTRACT AGENT

Contract Agent will be responsible for having internal procedures and adhering to requirements herein to protect the privacy of ALVIN records and preserve the integrity of the ALVIN system, and for maintaining accountability for all documents received and issued by Contract Agent. Alaska Statute 28.10.505 states in part notwithstanding Alaska Statute 40.25.300, the department may not disclose personal information contained in motor vehicle records maintained by the department under this chapter. As defined by AS 28.10.505 "personal information" means information that identifies a person, including a name, address, telephone number, and medical or disability information. Contractor will conform to all requirements of AS 45.48 protecting personally identifiable information. As defined by AS 45.48.090 "personal information" includes, but is not limited to, an individual's first name or first initial; and last name; and one (1) or more of the following information elements: the individual's social security number; the individual's driver's license number or State identification card number; the individual's account number, credit card number, or debit card number; and passwords, personal identification numbers, or other access codes for financial accounts.

STATE OF ALASKA ITB # 02-125-22
DMV CONTRACT AGENT SERVICES in GLENNALLEN, ALASKA

A. Personnel

1. Designate a Representative who will be responsible for compliance with this Agreement in its entirety.
2. Assure that an Agent DMV Representative is properly trained by either DMV or a Representative approved by DMV to conduct training prior to allowing Agent DMV Representative to issue and/or process documents under this Agreement, conduct road skills tests, update existing information in ALVIN, or perform any other duties or obligations of the Contract Agent under this Agreement. Travel expenses for training will be the responsibility of the Contract Agent.
3. Assure that an Agent DMV Representative(s) be provided with follow-up training as deemed necessary by DMV and/or Contract Agent. Travel expenses for training will be the responsibility of the Contract Agent.
4. The Contract Agent will notify the Division immediately of the resignation or termination of an Agent DMV Representative.
5. Assure Agent DMV Representatives conducting road skills tests conduct themselves ethically and lawfully. To conduct road skills tests, the designated examiner must have a valid Alaska driver's license and: (i) is at least twenty-one (21) years old; (ii) has three (3) years of driving experience in Alaska; (iii) has not been convicted of a driving offense within the previous three (3) years that is a six (6) point offense under the point system established under AS 28.15.221-261; (iv) has not accumulated eight (8) points under the point system established under AS 28.15.221-261; (v) is not registered as a sex offender under AS 12.63; (vi) has not been convicted within the previous three (3) years of a crime against a person under AS 11.41 or a law or ordinance of another jurisdiction with similar elements, and; (vii) is of good moral character. DMV may, at its sole discretion, require a background check on any Agent DMV Representative.

B. Protocol

1. Customer Service – DMV is a service organization. Responsiveness and courtesy are two (2) important elements of customer service. Listening carefully to the customers is essential for providing the excellent customer service that is expected in an office representing the DMV.
2. Conversation – Personal conversations, whether in the office or on the phone, should be appropriate to the office. Appropriate conversation is not loud, overly emotional, or offensive. Profanity, gossip and whispering are also not appropriate in the workplace.
3. Food and Drink at Workstations – Food should not be eaten at workstations when customers are directly being served. Food is acceptable at work stations when service is not being provided directly to a customer. Drinks are acceptable at all work stations; however, they must be kept away from any DMV electrical equipment.
4. Dress – Contract Agents represent the DMV, and should therefore dress in a way that projects a professional image.
5. Political Activity – Political activity in an establishment that processes DMV transactions is prohibited. This includes:
 - displaying or distributing partisan web sites or signs;
 - sending email messages using a State-sponsored email account;
 - using any State equipment for partisan purposes; and,
 - wearing political buttons, t-shirts or other partisan paraphernalia.

The Contract Agent should consult with Contract Services regarding questions or concerns about prohibited political activity.

6. Violations of State or Federal Law – A Contract Agent must report to Contract Services within one business day if the Contact Agent or any Agent DMV Representative receives a citation requiring a court appearance, or is arrested or convicted for a misdemeanor or felony.

C. Operations

1. Maintain a schedule of regular working hours during which services under this Agreement are available to the public, as specified in the ITB. Scheduled office closures must be advertised in the community media, signs posted on the office door, and DMV Contract Services notified at least two weeks prior to office closure. Unscheduled office closures must be advertised as soon as possible and DMV Contract Services notified immediately.
2. Contract Agent staff must be connected to the Internet for accessing DMV applications, SOPs, and have an email address for correspondence. Additionally, the connection must have adequate bandwidth to support accessing the DMV systems.

D. Financial

1. At the end of each business day the Agent DMV Representative will take the following actions:
 - a. Close the day's batch and record it to an ALVIN office deposit;
 - b. Generate in ALVIN a Commission Worksheet and fax a copy to DMV Fiscal.
2. At the end of the next business day, no later than 5:00 p.m., after closing a batch and recording it to an ALVIN office deposit:
 - a. Deposit into a Business Bank Account all funds collected on behalf of the State for DMV transactions processed;
 - b. Transfer to DMV the amount due to DMV as specified on the Commission Worksheet; transfer shall be made through Automated Clearing House (ACH) on myAlaska to DMV's account, at the State's designated bank.
3. On the first day of the business week, a Receipt for Received Batch Work and supporting documents for all transactions processed in the preceding week must be mailed to: Division of Motor Vehicles, Contract Services, 1300 W. Benson Blvd, Suite 500, Anchorage Alaska 99503-3695.
4. Complete a quarterly inventory report and fax to the DMV warehouse.
5. Be responsible for the cost of participation in the program such as the cost of office space, utilities, insurance, installation expenses, computer system support, desktop printer supplies, copy paper, on-going telecommunications charges, and postage not specified under Section II.B.7 of this Agreement.
6. Be responsible for any and all losses or shortages in the proceeds and fees to be collected and for all of its costs of doing business, including without limitation credit card fees, costs of collection of checks received without sufficient funds, other bad debts, taxes, and operating expenses.
7. Pay any and all costs incurred by the State of Alaska in enforcing the terms of this Agreement, including but not limited to full reasonable attorney's fees, court costs, pre-judgment and post-judgment interest at the highest rate allowed by law under AS 45.45.010.

E. Security

1. Not permit any employee to perform any authorized function in ALVIN until the employee has a unique password and has been properly trained per Section III.A.2.
2. Not permit any unauthorized person to have access to ALVIN or DMV supplies and documents.
3. Maintain appropriate security to prevent theft, loss, or destruction of accountable documents and equipment provided by DMV. The Contract Agent shall, at a minimum, store all such documents and equipment in a secure area. The Contract Agent will pay DMV \$100 for each missing temporary permit, title, and/or validation tab.

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4. All DMV documents, forms, and funds are to be kept separate from any other business operation the Contract Agent may be conducting.

F. Equipment

1. Missing, destroyed, or damaged equipment provided by DMV must be replaced or repaired by the Contract Agent at the Contract Agent's expense.
2. No computer programs or hardware shall be downloaded or installed on DMV's computer unless instructed to do so by Department of Administration Information Technology (DOA-IT) staff. If the equipment should fail, the Contract Agent will notify DMV Contract Services. DOA-IT personnel will determine the cause of the failure. DOA-IT personnel may require the Contract Agent, at the Contract Agent's expense, to hire a local IT Technician to repair the equipment. If it is determined by DOA-IT that the equipment must be repaired or replaced because of misuse, the Contract Agent will be billed for the cost of repair or replacement. Misuse of equipment is cause for immediate termination of this Agreement. Downloading files from the Internet can compromise the State mainframe computer and is cause for immediate termination of this Agreement. Contractor must adhere to State computer policies, and is prohibited from, but not limited to, engaging in use of non-State provided instant messaging technologies, use of file sharing programs, and use of streaming media technologies without prior written approval. (*See also*, Attachment 4 to this Contract: State of Alaska Computer Use Policies.) Violation of computer use policies will result in the termination of the contract.

G. Compliance with Laws and Regulations

1. Comply with the laws, regulations and SOP manual, as well as any revisions to the manual, that govern document processing under this Agreement. Establish procedures to ensure that employees of the Contract Agent comply with the laws, regulations and SOP manual, as well as any revisions to the manual, that govern document processing under this Agreement. In performing services under this Agreement, the Contract Agent must comply with all federal, state, and local statutes, ordinances, regulations, and codes relating to the conduct of business and the operation of business premises, including the Americans with Disabilities Act.

H. Insurance

1. The Contract Agent will be self-insured or purchase the policies of insurance specified in the ITB at its own expense and maintain the policies in force at all times while this agreement is in effect. Where specific limits are shown, they shall be the minimum acceptable limits.

TERMINATION OF THIS AGREEMENT

A. Suspension

1. DMV may immediately suspend this Agreement by inactivating the Agent DMV Representative's password(s) for up to thirty (30) days to investigate any one (1) or more of the following: suspected or alleged errors in transactions, failure to submit batch work, failure to transmit fees collected to the DMV, failure to maintain required insurance, suspected or alleged criminal misconduct, misuse of ALVIN passwords, and/or compromising the integrity of the ALVIN system.

B. Termination for Convenience

1. This Agreement may be cancelled for convenience per the Contract Cancellation of the ITB.

C. Termination for Cause

1. DMV may terminate this Agreement by delivering, in writing to the Contract Agent, notice of intent to terminate, which clearly sets out the facts that constitute the breach or defect in performance under this Agreement.
2. Termination for cause includes but is not limited to: (a) violation of a provision of this Agreement, (b) failure to follow DMV's written standards, statutes, regulations, policies and procedures.
3. Termination for cause is effective if the breach or defect is not cured within thirty (30) days from the date the notice of the breach was received by the Contract Agent, unless a greater time to cure is allowed.

D. Termination for Illegal Activity

1. DMV may terminate or suspend this Agreement immediately if there is reasonable cause that the Contract Agent or their employee is engaged in illegal activities.

E. Upon termination, the Contract Agent:

1. Cannot recover any costs or damages arising from its participation in, or termination from, the Contract Agent Program, including set-up costs, lost profits or consequential or other damages.
2. Must immediately transfer to DMV all outstanding proceeds from DMV transactions, less commissions retained per Section III.C.2.
3. Shall mail to DMV, within one business day, all DMV accountable items and all remaining DMV transaction documents.

- F. Notices and communications required to be submitted to the DMV shall be in writing and mailed to the following address:**

Department of Administration
Division of Motor Vehicles
ATTN: Contract Services
1300 W. Benson Ave Suite 500
Anchorage, AK 99503-3695

Notices and communications submitted by the DMV to the Contract Agent shall be mailed to the address shown on the first page of this Contract, unless the Contract Agent notifies the DMV otherwise.

G. Disputes

1. The parties agree that the Trial Courts of the State of Alaska shall have jurisdiction over any dispute arising from or relating to this Agreement. The parties agree that venue shall be in the Judicial District in which the Contract Agent is located. If the Contract Agent has locations in more than one Judicial District, venue shall be in the Third Judicial District at Anchorage.

H. Section Headings

1. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation of this Agreement.

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ENTIRE AGREEMENT

A. Integration and Amendment

1. This Agreement contains the entire Agreement of the parties. There are no other agreements, express or implied, oral or written, between the parties on the subjects encompassed by this Agreement. This Agreement may only be amended by a written addendum to this Agreement signed by both parties.

B. Effective Date

1. This Agreement shall be effective when executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows.

Jeffrey Schmitz, Director
Division of Motor Vehicles

Contract Agent (signature)

Contract Agent (printed name)

Date

Date

ATTACHMENT 2

Security Clearance Agreement

STATE OF ALASKA - DIVISION OF MOTOR VEHICLES
ALASKA LICENSE AND VEHICLE INFORMATION NETWORK (ALVIN)

PERSONNEL SECURITY ASSIGNMENT FORM

FIRST NAME	MIDDLE NAME	LAST NAME	TELEPHONE NUMBER
SSN	DOB	ALASKA DRIVER LICENSE NUMBER	
LOCATION NUMBER(S) (Starting with default location, provide all locations employee will be working.)			LOCATION CITY
EMPLOYEES SUPERVISOR			TELEPHONE NUMBER
OFFICE MANAGER			TELEPHONE NUMBER
AMVC	AMVC		MVCSRI
USERID	SAME SECURITY AS (When the new employee will be doing the same basic functions as another employee. Otherwise, you must attach a completed Menu Functions sheet.)		POSITION

SECURITY CLEARANCE AGREEMENT

I understand that I am responsible for protecting the security and integrity during my use of the Alaska License & Vehicle Information Network (ALVIN) database in accordance with the following:

CRIMINAL USE OF COMPUTER: (AS 11.46.740) Criminal use of a computer is a Class C felony. Violation of this Statute is punishable by a fine of up to \$1,000 and/or by imprisonment of up to one year.

I will not:

- release any information retrieved from the database to anyone who is not lawfully entitled to the information.
- access information other than what is necessary to carry out my job duties.
- knowingly introduce false information into the database.

PASSWORD CONFIDENTIALITY:

- I will not discuss or disclose my ALVIN password or operator ID to anyone.
- I will immediately change my password or operator ID if I find it has been compromised.

ALVIN INTEGRITY:

I will not:

- disclose any information regarding the methodology, operation or internal structure of ALVIN.
- disclose information regarding security measures, access and operating procedures or details relating to the programs supporting ALVIN.

This agreement shall apply both during and after my association with ALVIN.

By signing this request, I certify that I have read and understood my responsibilities as described above.

SIGNATURE OF EMPLOYEE

DATE

SIGNATURE OFFICE MANAGER

DATE

Revised 12/08

☐ NAT2 ☐ SEC ☐ ETS ☐ SUP ☐ BF



ATTACHMENT 3

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 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 member 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 _____

Attachment 4 – ITB Checklist

STATE OF ALASKA ITB # 02-125-22

DMV CONTRACT AGENT SERVICES in GLENNALLEN, ALASKA

ITB Bidder's Checklist

Required documents to include with bid:

- ☐ Completed and Signed Front Page of ITB
- ☐ Bid Schedule
- ☐ Resume Documenting Prior Experience (including at least one reference)
- ☐ Copy of Valid Alaska Driver's License
- ☐ Completed and Signed Alaska Bidder Preference Certificate (if claiming Alaska Bidder Preference)
- ☐ Copy of Current Alaska Business License (if claiming Alaska Bidder Preference)
- ☐ ITB Amendment Acknowledgement(s) (if any amendments are issued)