

STATE OF ALASKA INVITATION TO BID (ITB)



CADET HYGIENE, COMMISSARY PRODUCTS & SHOWER SHOES
ITB 230000021
JANUARY 10, 2022

THE DEPARTMENT OF MILITARY AND VETERANS AFFAIRS (DMVA), ALASKA MILITARY YOUTH ACADEMY (AMYA), IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE HYGIENE, COMMISSARY AND SHOWER SHOE PRODUCTS AS SPECIFIED WITHIN THIS ITB.

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.

Kyle Wuorinen Procurement Officer II	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER’S PREFERENCE? [] YES [] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
Phone: (907)428-7222	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: MvaDasProcurement@alaska.gov	_____ DATE	_____ TELEPHONE 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 Military and Veterans Affairs, Alaska Military Youth Academy (AMYA), is soliciting bids from qualified vendors to provide commissary products to include hygiene, apparel accessory(s) and shower shoe products for Alaska Youth ChalleNGe Program Cadets. Generally, AMYA makes two major purchases a year, just prior to the start of a new ChalleNGe program class. The quantity to be purchased will be based upon current stock levels on hand. Additional purchases may also be made throughout each program's year on an as-needed basis.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00 PM Alaska Time on January 31, 2023, at which time they will be publicly opened. Late bids or amendments **will** be disqualified and **will not** be opened or accepted for evaluation.

SEC. 1.03 PUBLIC BID OPENING

A public bid opening will be held at 2:30 P.M. Alaska Time, on January 31, 2023, at which time bids will be publicly opened. The public bid opening will be held in suite B216 conference room on the second floor of the Alaska National Guard Armory.

49000 Army Guard Road
SUITE B216
Joint Base Elmendorf-Richardson, Alaska, 99505

Bidders who have access to Joint Base Elmendorf-Richardson may attend the public bid opening in person at their discretion. The Procurement Officer **will not** arrange or otherwise provide base access to individuals who do not already have base access to Joint Base Elmendorf-Richardson.

Bidders who are unable to obtain a base pass or access to Joint Base Elmendorf-Richardson by the date and time of the public bid opening listed in this ITB must contact the Procurement Officer prior to deadline for receipt of bids to obtain an e-mail invitation link to the virtual-online public bid opening via Microsoft Teams.

SEC. 1.04 PRIOR EXPERIENCE

No specific minimums have been set for this ITB.

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

Department of Military and Veterans Affairs
Division of Administrative Services
Attention: Kyle Wuorinen
Invitation to Bid (ITB) Number: 230000021
ITB Title: Cadet Hygiene, Commissary Products & Shower Shoes
P.O. Box 5308
Joint Base Elmendorf-Richardson, AK 99505

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

PO Box 5308
Joint Base Elmendorf-Richardson, AK 99505

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

49000 Army Guard Road, Suite B105B
Joint Base Elmendorf-Richardson, AK 99505

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

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

It is the bidder's responsibility to contact the issuing agency at (907)428-7222 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 BID FORMS

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

BIDDER'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;

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

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

CONFLICT OF INTEREST

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

Federal Requirements

- A. This ITB is being solicited using federal program funding. By signature on the bid, the offeror agrees to comply with the compliance requirements applicable to the Federal program, including the audit requirements of OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations, if awarded a contract. Further, the U.S. Department of Labor requires all state agencies expending federal funds to have a certification filed in the bid, by the offeror, stating they have not been debarred or suspended from doing business with the federal government. **The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction (attachment 2) must be completed and submitted with your offer.** A proposal from a debarred or suspended offeror shall be rejected.
- B. A contract under this solicitation may involve access to, or performance of work on, a Federal military installation. In the interest of safety and security of the installation, the State of Alaska, Department of Military and Veterans Affairs, asks that Contractors, subcontractors, and their employees complete Anti-Terrorism Level I training prior to beginning any work on a contract resulting from this solicitation. The online based training is free and can be accessed at <https://jko.jten.mil/courses/AT-level1/launch/html>. Failure of a Contractor, subcontractor, or their employees to complete this training will not impact evaluation or award of a contract resulting from this solicitation.

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
ITB Issue Date		01/10/2023
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	01/31/2023
Public Bid Opening	2:30 PM	01/31/2023
Bid Evaluations Complete		02/06/2023
Notice of Intent to Award		02/06/2023
Contract Issued		02/16/2023

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

SEC. 1.14 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 February 16, 2023, through February 15, 2024, with the option to renew for four (4) additional 1-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

SEC. 2.02 CONTRACTOR SELECTION PROCESS

The Master Agreement contract resulting from this ITB may be a multiple award contract. The State will issue a contract to the lowest responsive, responsible bidder for each lot. Once the contracts are established, the State will purchase items on an as-needed basis. When items are needed, the State will issue a Delivery Order (DO) to the selected contractor detailing the requirements. **The state does not guarantee a minimum or maximum number of orders to be placed or dollar amount to be spent under any contract issued from this ITB.**

SEC. 2.03 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Military and Veteran Affairs, Division of Administrative Services.

SEC. 2.04 CONTRACT FUNDING

Department of Military and Veteran Affairs, Division of Administrative Services, estimates a budget not to exceed \$125,000.00 dollars for **LOT 1**; \$25,000.00 for **LOT 2**; and \$6,000.00 for **LOT 3**. Bids priced at more than the allotted amounts for each lot may be considered non-responsive.

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

SEC. 2.05 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. 2.06 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. 2.07 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.08 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.09 CONTRACT PERFORMANCE LOCATION

The state WILL NOT provide workspace for the contractor. The contractor must provide its own workspace.

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. 2.10 BRAND AND MODEL OFFERED

Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered may cause the state to consider the bid non-responsive and reject the bid.

SEC. 2.11 BRAND SPECIFIC

Certain items may be designated brand specific. When an item is so designated no substitutions for the brand and model specified will be allowed. Items labeled as “no substitutions” within this ITB are to be the only brand and model provided by the bidder. The items shown in Lot 1, Items h-q and Lot 2, Items a-g will be the only item(s) accepted for this ITB. If alternate products are offered for items listed as “no substitutions”, the bidder will be considered non-responsive.

SEC. 2.12 SAMPLES REQUIRED

The bidder will be required to submit samples of the items offered with their bid for **Lot 1, Items 1a, 1b, 1f, 1g and Lot 3, Item a.** The contractor's failure to submit the samples or the state's rejection of the samples for failure to meet the ITB's specifications will cause the state to cancel the contract or reject the offerors bid. An award will then be made to the next lowest bidder.

All samples and items offered must be the product that the bidder will supply if awarded a contract. No substitutions will be allowed after award of contract.

SEC. 2.13 SCOPE OF WORK AND SPECIFICATIONS

Generally, the Alaska Military Youth Academy (AMYA) makes two purchases per year, prior to the start of each new ChalleNGe program class. The quantity to be purchased will be based upon current stock levels on hand. Additional purchases may also be made throughout each class on an as-needed basis. Purchases will be made by AMYA via submittal of a fully executed Delivery Order (DO) issued under a Master Agreement (MA) contract resulting from this ITB. Item(s) listed as “No substitutions” must be provided as the brand stated in the specifications below. If substituted items are offered, the bid will be considered non-responsive.

Lot 1.

a. Hygiene/Shower Bag, Transparent/Clear, with zipper, minimum size 5.5” high, 7.5” long, 2.2” wide. Example of acceptable product: ICS Jail Supply Item# AC44012.	Estimated 200 annually	<u>Sample required</u>
b. Soap Dish/Box, Two Piece, Translucent White, Clear/See-through design Example of acceptable product: ICS Jail Supply Item# T052L.	Estimated 200 annually	<u>Sample required</u>
c. Fingernail Clipper, with Nail File	Estimated 50 annually	
d. Toenail Clipper, with Nail File	Estimated 50 annually	
e. Emery Board, 4 ½” long, double sided	Estimated 100 annually	
f. Toothbrush Tube/Holder, 2 Piece, Minimum 7 ¾” Long, Transparent/Clear. Example of acceptable product: ICS Jail Supply Item# T028C.	Estimated 200 annually	<u>Sample required</u>
g. Travel/Pocket Tissue, minimum 2Ply, resealable dispensing pouch, minimum 10 tissues per pack. Example of acceptable product: Kleenex brand, ICS Jail Supply Item# MW22	Estimated 200 annually	<u>Sample required</u>
h. Comb, Goody, Detangling, 2 Pack	Estimated 50 annually	<u>No substitutions</u>
i. Toothbrush, Adult with Rubber Grip. Fresh Mint Brand, Assorted Colors	Estimated 200 annually	<u>No substitutions</u>
j. Head & Shoulders, Classic Clean 2 in 1, 13.5 oz.	Estimated 200 annually	<u>No substitutions</u>
k. Bobby Pins, Goody, 60 ct.	Estimated 100 annually	<u>No substitutions</u>
l. Dental Floss, Fresh Mint, Waxed	Estimated 200 annually	<u>No substitutions</u>
m. Disposable Razor, BIC Deuce	Estimated 600 annually	<u>No substitutions</u>
n. Carmex, 0.15 oz. – Classic Lip Balm – Original Formula	Estimated 200 annually	<u>No substitutions</u>
o. Men’s Deodorant, SpeedStick, Power Fresh, 3.0 oz.	Estimated 200 annually	<u>No substitutions</u>
p. Edge Sensitive Skin Shave Gel 7 oz.	Estimated 200 annually	<u>No substitutions</u>
q. Brush, Conair, Professional Vented – 2 Pack – multi-colored	Estimated 50 annually	<u>No substitutions</u>

Lot 2.

a. Shine Brush, Kiwi, Horsehair	Estimated 200 annually	<u>No substitutions</u>
b. Boot Polish, Kiwi, Black 1.125 oz	Estimated 300 annually	<u>No substitutions</u>
c. Blousing Straps, Rothco Boot Blouser Bands, FW001BLK	Estimated 300 annually	<u>No substitutions</u>
d. Boot Laces, Kiwi Outdoor, 72", Round Black	Estimated 40 annually	<u>No substitutions</u>
e. Boot Laces, Kiwi Select, 54", Flat Black	Estimated 25 annually	<u>No substitutions</u>
f. Boot Laces, Kiwi Sport, 45, Flat Black	Estimated 25 annually	<u>No substitutions</u>
g. Shoelaces, Kiwi, Select Sport Laces, 54" Flat White	Estimated 25 annually	<u>No substitutions</u>

Lot 3.

a. Slide or Slipper style Shower Shoe's, waterproof, skid/slip resistant, non-marking soles, molded from antimicrobial EVA material, with drain-holes, black. Example of acceptable product: DHGate item 833692260 (offers of X-Strap/Y-Strap or Flip Flop Style's will be rejected.) – Men's size 4-5	Estimated 100 annually	<u>Sample required</u>
b. Slide or Slipper style Shower Shoe's, waterproof, skid/slip resistant, non-marking soles, molded from antimicrobial EVA material, with drain-holes, black. Example of acceptable product: DHGate item 833692260 (offers of X-Strap/Y-Strap or Flip Flop Style's will be rejected.) – Men's size 6-7	Estimated 100 annually	
c. Slide or Slipper style Shower Shoe's, waterproof, skid/slip resistant, non-marking soles, molded from antimicrobial EVA material, with drain-holes, black. Example of acceptable product: DHGate item 833692260 (offers of X-Strap/Y-Strap or Flip Flop Style's will be rejected.) – Men's size 8-9	Estimated 100 annually	
d. Slide or Slipper style Shower Shoe's, waterproof, skid/slip resistant, non-marking soles, molded from antimicrobial EVA material, with drain-holes, black. Example of acceptable product: DHGate item 833692260 (offers of X-Strap/Y-Strap or Flip Flop Style's will be rejected.) – Men's size 10-11	Estimated 100 annually	
e. Slide or Slipper style Shower Shoe's, waterproof, skid/slip resistant, non-marking soles, molded from antimicrobial EVA material, with drain-holes, black. Example of acceptable product: DHGate item 833692260 (offers of X-Strap/Y-Strap or Flip Flop Style's will be rejected.) – Men's size 12-13	Estimated 100 annually	
f. Slide or Slipper style Shower Shoe's, waterproof, skid/slip resistant, non-marking soles, molded from antimicrobial EVA material, with drain-holes, black. Example of acceptable product: DHGate item 833692260 (offers of X-Strap/Y-Strap or Flip Flop Style's will be rejected.) – Men's size 14-15	Estimated 100 annually	
g. Slide or Slipper style Shower Shoe's, waterproof, skid/slip resistant, non-marking soles, molded from antimicrobial EVA material, with drain-	Estimated 100 annually	

holes, black Example of acceptable product: DHGate item 833692260
(offers of X-Strap/Y-Strap or Flip Flop Style's will be rejected.) – Men's
size 16-17

SEC. 2.14 F.O.B. POINT

The F.O.B. point for all items purchased under this contract will be the Alaska Military Youth Academy, Supply Section, Camp Carroll, Building 58100, Joint Base Elmendorf-Richardson, Alaska 99505. If using USPS send to P.O. Box 5727 Joint Base Elmendorf-Richardson, Alaska, 99505. The Contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the state's order. The cost of shipping and delivery to be included in the bid prices. There will be no additional charges for shipping and delivery to the F.O.B destination.

SEC. 2.15 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. 2.16 DELIVERY TIME

The elapsed time between the time the state places an order and the time that order is actually shipped from the contractor's place of business must be entered in the space provided on the Bid Schedule. This processing time shall remain constant throughout the life of the contract(s). **Bids that specify deliveries in excess of 60 calendar days after the receipt of an order will be considered non-responsive and bids will be rejected.** The delivery time shall remain constant throughout the life of the contract.

SEC. 2.17 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. 2.18 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. 2.19 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. 2.20 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 February 16, 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 (July through December 2023); and each (July through December six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

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

SEC. 2.21 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. 2.22 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. 2.23 INSURANCE

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

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

Proof of insurance is required for the following:

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

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

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

SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due 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:

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

- 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 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/portals/4/pub/APP/00ApplicationOfPreferences2017.pdf>

Brand Offered

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intend 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 brand 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. 4.06 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. 4.07 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. 4.08 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 of 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. 4.09 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. 4.10 METHOD OF AWARD

Award will be made **BY LOT** to the lowest responsive and responsible bidder. There are three (3) lots shown in the bid schedule. Bidders may bid on one (1) or more lot(s) at their sole discretion. In order to be considered responsive for a lot, bidders must bid on all items within that lot.

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 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. 5.07 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. 5.08 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. 5.09 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. 5.10 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. 5.11 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. 5.12 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. 5.13 DEFAULT

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

SEC. 5.14 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. 5.15 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. 5.16 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon ninety (90) 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. 5.17 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. 5.18 SOLICITATION ADVERTISING

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

SEC. 5.19 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. 5.20 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 contact 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. 5.21 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) Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered
- 3) Alaska Bidder Preference Certification Form
- 4) Antiterrorism Training
- 5) Bidder Checklist

Attachment 1

BID Schedule **Cadet Hygiene and Apparel Accessory Products** **ITB 23000021**

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

Required Item(s) **As referenced in Sections 2.09 of this ITB.**

Lot 1

Item	Description of Product	Item Offered (Make/Model)	Unit Cost	Estimated Annual Quantity	Extended Cost
1a	Hygiene/Shower Bag, Transparent/Clear, with zipper, minimum size 5.5" high, 7.5" long, 2.2" wide. Example of acceptable product: ICS Jail Supply Item# AC44012	Sample Required	\$	200	\$
1b	Soap Dish/Box, Two Piece, Translucent White, Clear/See-through design. Example of acceptable product: ICS Jail Supply Item# T052L.	Sample Required	\$	200	\$
1c	Fingernail Clipper, with Nail File		\$	50	\$
1d	Toenail Clipper, with Nail File		\$	50	\$
1e	Emery Board, 4 1/2" long, double sided		\$	100	\$
1f	Toothbrush Tube/Holder, 2 Piece, Minimum 7 3/4" Long, Transparent/Clear. Example of acceptable product: ICS Jail Supply Item# T028C.	Sample Required	\$	200	\$
1g	Travel/Pocket Tissue, minimum 2Ply, resealable dispensing pouch, minimum 10 tissues per pack. Example of acceptable product: Kleenex brand, ICS Jail Supply Item# MW22	Sample Required	\$	200	\$
1h	Comb, Goody, Detangling, 2 Pack	No Substitutions	\$	50	\$
1i	Toothbrush, Adult with Rubber Grip. Fresh Mint Brand, Assorted Colors	No Substitutions	\$	200	\$
1j	Head & Shoulders, Classic Clean 2 in 1, 13.5 oz.	No Substitutions	\$	200	\$
1k	Bobby Pins, Goody, 60 ct.	No Substitutions	\$	100	\$
1l	Dental Floss, Fresh Mint Brand, Waxed	No Substitutions	\$	200	\$
1m	Disposable Razor, BIC Duece	No Substitutions	\$	600	\$
1n	Carmex, 0.15 oz. – Classic Lip Balm – Original Formula	No Substitutions	\$	200	\$
1o	Men's Deodorant, SpeedStick, Power Fresh, 3.0 oz.	No Substitutions	\$	200	\$
1p	Edge Sensitive Skin Shave Gel 7 oz.	No Substitutions	\$	200	\$
1q	Brush, Conair, Professional Vented – 2 Pack – multi-colored	No Substitutions	\$	50	\$

Total Cost for Lot 1 (1a-1q): \$

Guaranteed Delivery Date: _____

Bids that specify deliveries in excess of 60 calendar days after the receipt of an order will be considered non-responsive and bids will be rejected. The delivery time shall remain constant throughout the life of the contract.

Lot 2					
Item	Description of Product	Item Offered (Make/Model)	Unit Cost	Estimated Annual Quantity	Extended Cost
2a	Shine Brush, Kiwi, Horsehair	No Substitutions	\$	200	\$
2b	Boot Polish, Kiwi, Black 1.125 oz	No Substitutions	\$	300	\$
2c	Blousing Straps, Rothco Boot Blouser Bands, FW001BLK	No Substitutions	\$	300	\$
2d	Boot Laces, Kiwi Outdoor, 72", Round Black	No Substitutions	\$	40	\$
2e	Boot Laces, Kiwi Select, 54", Flat Black	No Substitutions	\$	25	\$
2f	Boot Laces, Kiwi Sport, 45, Flat Black	No Substitutions	\$	25	\$
2g	Shoelaces, Kiwi, Select Sport Laces, 54" Flat White	No Substitutions	\$	25	\$
Total Cost for Lot 2 (2a-2h):				\$	

Guaranteed Delivery Date: _____

Bids that specify deliveries in excess of 60 calendar days after the receipt of an order will be considered non-responsive and bids will be rejected. The delivery time shall remain constant throughout the life of the contract.

Lot 3					
Item	Description of Product	Item Offered (Make/Model)	Unit Cost	Estimated Annual Quantity	Extended Cost
3a	Slide/Slipper Shower Shoe's, waterproof, skid/slip resistant, non-marking soles, molded from antimicrobial EVA material, with drain-holes, black. Example of acceptable product: DHGate item 833692260 (offers of X-Strap/Y-Strap or Flip Flop Style's will be rejected.) – Men's size 4-5.	Sample Required	\$	100	\$
3b	Slide/Slipper Shower Shoe's, waterproof, skid/slip resistant, non-marking soles, molded from antimicrobial EVA material, with drain-holes, black. Example of acceptable product: DHGate item 833692260 (offers of X-Strap/Y-Strap or Flip Flop Style's will be rejected.) – Men's size 6-7		\$	100	\$
3c	Slide/Slipper Shower Shoe's, waterproof, skid/slip resistant, non-marking soles, molded from antimicrobial EVA material, with drain-holes, black. Example of acceptable product: DHGate item 833692260 (offers of X-Strap/Y-Strap or Flip Flop Style's will be rejected.) – Men's size 8-9		\$	100	\$
3d	Slide/Slipper Shower Shoe's, waterproof, skid/slip resistant, non-marking soles, molded from antimicrobial EVA material, with drain-holes, black. Example of acceptable product: DHGate item 833692260 (offers of X-Strap/Y-Strap or Flip Flop Style's will be rejected.) – Men's size 10-11		\$	100	\$
3e	Slide/Slipper Shower Shoe's, waterproof, skid/slip resistant, non-marking soles, molded from antimicrobial EVA material, with drain-holes, black. Example of acceptable product: DHGate item 833692260 (offers of X-Strap/Y-Strap or Flip Flop Style's will be rejected.) – Men's size 12-13		\$	100	\$
3f	Slide/Slipper Shower Shoe's, waterproof, skid/slip resistant, non-marking soles, molded from antimicrobial EVA material, with drain-holes, black. Example of acceptable product: DHGate item 833692260 (offers of X-Strap/Y-Strap or Flip Flop Style's will be rejected.) – Men's size 14-15		\$	100	\$
3g	Slide/Slipper Shower Shoe's, waterproof, skid/slip resistant, non-marking soles, molded from antimicrobial EVA material, with drain-holes, black. Example of acceptable product: DHGate item 833692260 (offers of X-Strap/Y-Strap or Flip Flop Style's will be rejected.) – Men's size 16-17		\$	100	\$
Total Cost for Lot 3 (3a-3g):				\$	

Guaranteed Delivery Date: _____

Bids that specify deliveries in excess of 60 calendar days after the receipt of an order will be considered non-responsive and bids will be rejected. The delivery time shall remain constant throughout the life of the contract.

BIDDER INFORMATION

Business Name: _____

Mailing Address: _____

Contact Person: _____

Phone: _____ Ext: _____

Email address: _____

AUTHORIZED REPRESENTATIVE

Authorized Representatives Name: _____

Title: _____

Signature: _____

Date: _____

--End of Attachment 1--

Attachment 2

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

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

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Printed Name and Title of Authorized Representative

Signature

Date

Continued to next page

Instructions for Certification

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

--End of Attachment 2--



Attachment 3

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

BUSINESS NAME: _____

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> 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 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:** _____

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: _____

City: _____

ZIP: _____

“**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**: _____

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: _____

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: _____

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 _____ and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____

--End of Attachment 3--

ATTACHMENT 4

MANDATORY ANTI-TERRORISM TRAINING

In accordance with Department of Defense (DOD) Instruction 2000.16, all contract personnel working on site in the performance of a contract at a military site must obtain an Annual Antiterrorism Training Certificate before receiving a contract in the performance of the work.

Each individual working on site is required to complete Level I AT Awareness Training which is free and available online at <https://jko.jten.mil/courses/AT-level1/launch.html>. This is a two-hour course with a multiple-choice exam. Successful completion of the exam results in a written certificate that is that is good for one year from date of completion and may be used on any Department of Military and Veteran's Affairs contract.

The contractor shall be responsible for providing the project manager with a copy of each individual's Certificates of Training Completion, which will be maintained the contract file.

Contractors are encouraged to obtain the Level I Antiterrorism Awareness Training annually and to maintain certificates of each individual to expedite the contract award process.

Certificate(s) of Antiterrorism Training are not required when submitting a proposal. Contractor tendering a proposal must acknowledge below that if awarded a contract, each individual working on site will have a Certificate of Completion submitted to the project manager.

Company Name: _____ Date: _____

Printed Name: _____ Signature: _____

(Attachment 5) Completed and signed copy.

--End of Attachment 4--

ATTACHMENT 5

Bidder Checklist

Respondents are encouraged to use this checklist when assembling their bid package

This list is for guidance only and may not be all-inclusive. It is the responsibility of the vendor to ensure all required documents and information is received within DMVA/DAS Procurement Office no later than the deadline set for receipt of bids for your bid to be considered responsive.

_____ **Completed Page 1 of this ITB.**

One completed and signed copy of Page 1 of this ITB; and,

_____ **Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

One signed copy of the Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form for the bidder.

_____ **Bid Schedule**

Completed and signed copy of the Bid Schedule.

_____ **Conflict of Interest Statement** (Sec. 1.07 of ITB)

_____ **Mandatory Return Amendments**

Written acknowledgement of any MANDATORY RETURN amendment(s) issued for this ITB.

_____ **Mandatory Anti-Terrorism Training**

(Attachment 5) Completed and signed copy.

--End of Attachment 5--

--End of ITB--