

STATE OF ALASKA

INVITATION TO BID (ITB)



FIRE SPRINKLER INSPECTION, TESTING, & REPAIR SERVICES FOR JUNEAU FACILITIES

2524S002

ISSUED APRIL 17, 2023

FIRE SPRINKLER INSPECTION, TESTING, AND REPAIR SERVICES FOR STATE-OWNED FACILITIES LOCATED IN JUNEAU AND DOUGLAS

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.

Matthew L. Pegues Procurement Officer	_____	*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	
Phone: (907) 465-8949	_____	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	PRINTED NAME	
Email: matthew.pegues@alaska.gov	_____	TELEPHONE NUMBER
	DATE	
_____	_____	_____
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 Transportation & Public Facilities, Division Statewide Purchasing, is soliciting bids for fire sprinkler inspection, testing, and repair services for state-owned facilities located in Juneau and Douglas Alaska.

The work to be performed includes ensuring that the check valves prevent backflow and that the relief valves open. Check all required functions and thresholds as required by manufacturer of the assembly.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00 PM Alaska Time on May 11, 2023, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 PRIOR EXPERIENCE

The bidder must meet these minimum prior experience requirements:

The bidder and each employee working under this contract must have a minimum of three years' experience performing fire commercial sprinkler inspection, testing, and repair service.

The bidder must have a sufficient workforce and the equipment necessary to perform the services described in this ITB.

Bidder must be ASSE /USC certified.

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

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

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

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.06 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder

of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting Matt Pegues at 907-465-8949

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.04.

SEC. 1.07 SUBMITTING BIDS

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

Department of Transportation & Public Facilities
Division Administrative Services
Attention: Matthew L. Pegues
Invitation to Bid (ITB) Number: 2524S002
Fire Sprinkler Inspection, Testing, & Repair Services for Juneau and Douglas

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

PO Box 112500
Juneau, AK 99811-2500

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

3132 Channel Drive, Suite 350
Juneau, AK 99811-2500

It is the bidder's responsibility to contact the issuing agency at 907-465-8447 to confirm that the bid has been received.

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:

1. the laws of the State of Alaska;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;

5. all terms and conditions set out in this ITB;
6. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
7. 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	N/A	April 17, 2023
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	May 9, 2023
Bid Evaluations Complete	N/A	May 11, 2023
Notice of Intent to Award	N/A	May 12, 2023
Contract Issued	N/A	May 23, 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 Transportation & Public Facilities or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.14 ALTERNATE BIDS

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

SEC. 1.15 SUPPORTING INFORMATION

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

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

SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, approximately July 1, 2023, through June 30, 2024, with the option to renew for five additional one-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 CONTRACT ADMINISTRATION

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

SEC. 2.03 CONTRACT FUNDING

DOT&PF estimates a budget of \$20,000 annually for this contract. Bids priced at more than \$120,000 for the contract including all renewals will be considered non-responsive.

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

SEC. 2.04 CONTRACT EXTENSION

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

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

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

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

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

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

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.10 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 July 1, 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 2022 annual average (256.423) and each annual 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. 2.11 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. 2.12 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. 2.13 BILLING INSTRUCTIONS

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

1. Contract Number
2. State Facility Name
3. State Facility Address
4. Invoice Period
5. Service(s) Performed
6. Personnel Assigned

7. Invoice Total

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. 2.14 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. 2.15 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 3. SCOPE OF WORK AND SPECIFICATIONS

SEC. 3.01 SCOPE OF WORK

This Invitation for Bid is intended to result into a term contract for the annual fire sprinkler inspections; testing and option to provide repairs for ten State Owned Facilities (See the Attached Bid Schedule). Additional work to be performed includes ensuring that the check valves prevent backflow and that the relief valves open. All required functions and thresholds as required by manufacturer of the assembly must be checked as well.

The contractor shall furnish all labor, tools, supplies, manufactured articles, transportation, equipment, background checks, insurance, permits and any other materials necessary to perform the work detailed herein for multiple State-Owned Facilities located in Juneau, Alaska as outlined in the Scope of Work and the Bid Schedule. Once inspection & testing is complete, the contractor shall provide a copy of the annual inspection report itemized for each facility to the Building Maintenance Manager and a list of all deficiencies found within fifteen calendar days. The contractor shall then provide quotes to repair any deficiencies found within ten business days of receipt of the annual inspection report and deficiencies list. Below is a list of the State Facilities that are included in this contract.

1. State Office Building, 333 Willoughby Avenue, Juneau, AK 99801 (Wet System- Atrium Floors 8-11, Dry System in the Mechanical Areas Floors 6 & 7, and a Dry System in the Parking Structure Floors P 1 and P2)
2. Community & Regional Affairs Building, 150 Third Street, Juneau, AK 99801 (Wet & Glycol System - Exterior North Side and Basement)
3. Dimond Courthouse, 123 4th Street, Juneau, AK, 99801(Wet System - Entire Building with Motor Driven Centrifugal Fire Pump)
4. Archives & Records Building, 141 Willoughby Street, Juneau, AK 99801 (Wet System Entire Building)
5. Court Plaza Building, 240 Main Street, Juneau, AK 99801(Wet System- Entire Building with Motor Driven Centrifugal Fire Pump)
6. Governor's House, 710 Calhoun Street, Juneau, AK 99811(Wet System-Entire Building & Dry System on the Exterior, 8 heads, 4 sprinkler heads on the main veranda, 2 sprinkler heads under the portico, 1 sprinkler head in the arctic entry, 1 sprinkler head in the conservatory entry and the compressor located in the garage).
7. Douglas Island Building*, 802 3rd Street, Douglas Island, AK 99801 (Wet System- Entire Building).
8. Alaska Office Building, 350 Main Street, Juneau, Alaska 99801 (Standpipes on the North and South sides of the building on the roof and all fire hose connections also on the North and South side of the building).
9. Alaska Marine Highway System Building, 6858 Glacier Highway, Juneau, Alaska 99801 (Wet System – Entire Building)
10. 7 Mile Department of Transportation Building, 6860 Glacier Highway, Juneau, Alaska 99801 (Wet System – Entire Building)

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents, which may be necessary for the complete and proper maintenance and repair of the work in good faith, shall be provided by the contractor as though originally so indicated, at no increase in cost to the contracting agency.

SEC. 3.02 SPECIFICATIONS

1. The contractor shall perform the inspection, testing and service maintenance of the fire sprinkler systems, within the buildings identified above on or before May 31 of each year of the contract firm term and all renewal options. Change Orders to the Contract may be project specific with a different completion date requirement as agreed upon by both parties.
2. The inspections shall be performed in accordance with the National Fire Protection Association (NFPA) Standard 25, for water-based systems, 2002 Edition (or whichever standard is adopted by the State of Alaska Fire Marshal at the time of the inspection). To ensure that the check valves prevent backflow and that the relief valves open. Check all required functions and thresholds as required by manufacturer of the assembly. Vendor must be ASSE /USC certified. Generally, the work should be performed during the months of April or May of each calendar year so that the inspection reports and recommended work or upgrades may be accomplished and completed by June 30 of each calendar year (which is the State's fiscal year for budgeting purposes).
3. All work shall be performed by holders of an active Class 2A or 2B permit issued by the Alaska State Fire Marshal's Office. The Contractor and personnel engaged in the work covered by the specifications shall conform to current licensing requirements and regulations of the State of Alaska and local governing jurisdictions.
4. If it is necessary to perform work during normal business hours, the Contractor shall provide a minimum of five working days' notice to the Building Maintenance Manager before performing the inspection service or scheduled work based on change orders. Each building has varying occupying agencies that require advance notice so as not to disrupt work in progress for State business.
5. Work in private offices shall NOT be conducted between 8:00 A.M. and 5:00 P.M unless arranged in advance and approved by the Building Maintenance Manager. 24-hour notice must be given to the Facilities Manager in order to provide access to locked private office areas. The contractor's work forces should anticipate a requirement to perform minor parts of work outside normal (8:00 A.M. to 5:00 P.M.) business hours to accommodate routine facility activities - such modification in work hours must be approved by the Building Maintenance Manager.
6. Visual inspections may be conducted during the hours between 8:00 AM and 4:30 PM, Monday through Friday excluding weekends and holidays. All repair work or work that would cause the house any activation of the building alarms must be conducted after 4:30 PM, Monday through Saturday, with the exception of the Archives & Records Building and Governor's House where inspections and alarm testing will be conducted Monday through Friday between the hours of 10:00 AM and 3 :30 PM.
Note: All inspections & repairs needed at the Governor's House are contingent upon a convenient time set by the executive residence manager.
7. The contractor shall turn off all lights when work is completed in each area after 5:00 P.M.
8. The contractor shall accomplish system inspections and testing with no disruption to the occupants and actuation of house alarms. If the maintenance or testing requires any building system shut down, the Contractor is required to notify the Facility Manager who will coordinate the shutdown with the occupying agency. The Contractor is responsible for notifying the Building Maintenance Manager of any building system shut down.

9. The contractor is responsible for notifying the Facility Manager and Building Maintenance Manager of any emergency services requiring inspection, testing, service or shut down **prior** to shutdown to ensure no critical communication or life safety systems.

SEC. 3.03 REPAIRS

After submitting the annual inspection report and deficiencies list to the Building Maintenance Manager, the contractor shall provide a quote, that includes cost, a detailed scope of work, and a time schedule for the repair for any new deficiencies found to include any required construction work i.e., repainting, drywall etc. within ten business days for each facility. All repairs must be pre-approved by the Building Maintenance Manager prior to the contractor conducting the repairs. The Building Maintenance Managers approval shall be memorialized in writing via a change order to the contract (See the Contractual Changes Section of this ITB). Submittal of quotes does not guarantee the contractor will receive the repair work.

Contractor must have staff available, via mobile phone, 24/7 in case an emergency repair/service is required. The contractor shall have the capability of providing on short notice, additional services related to the contract scope of work, including maintenance, emergency repairs, and modification of the sprinkler systems.

The State of Alaska, Department of Transportation & Public Facilities reserves the right to place any work for repairs, corrections, or upgrades out for competitive bid.

SEC. 3.04 DISRUPTIONS

The contractor shall accomplish all inspection, testing and repair work with no disruption to the occupants and actuation of house alarms. If the maintenance or testing requires any building system to be shut down, the contractor is required to notify the Facilities manager who will coordinate the shutdown with the occupying agency. The contractor is responsible for notifying the Building Maintenance Manager of any building system shutdown.

SEC. 3.05 LIMITATIONS AT PROJECT SITES

1. Power, water, and other basic services shall be provided and available for the contractor to connect to temporarily. The contractor shall connect to existing services in such a manner as to not jeopardize the remaining electrical services or any other services temporarily connected to at the facility. Should activities result in a power failure the contractor shall immediately restore power to its full operating capacity. The contractor shall take measures to conserve electricity and water.
2. Protective Work barriers, including signs noting "Danger -- Work Area -- No Entry", shall be posted on barriers from all normal access points into the individual Work areas. Temporary closures, effecting building entries and exits, shall be closed in conjunction with a schedule reviewed by the facility's maintenance personnel and approved by the Building Maintenance Manager. Remove barriers when no longer necessary. The contractor shall follow all applicable laws and safety regulations. The contractor shall physically demarcate construction work areas according to applicable laws, safety regulations and codes having local jurisdiction.
3. Preservation of exit pathways: All exits and exit pathways serving the building and occupants shall be maintained fully open and operational at all times during normal business hours. Exits and exit pathways may be temporarily blocked during non-business hours provided the contractor has obtained the approval of the Building Maintenance Manager and any local officials having jurisdiction.

4. Temporary barricades: The contractor shall provide temporary barricades and signage that shall restrict the public and building occupants from the Work area and direct them toward the building exits.
5. All work shall be accomplished per applicable OSHA requirements. If safety violations are observed, the Building Maintenance Manager may stop the Work until such time as safety requirements are met at no additional cost to the State.
6. The contractor shall clean the project site daily to control the accumulation of waste materials and rubbish. Maintain adjacent areas in a clean and safe manner. Debris and waste escaping the limits of the individual work areas (including routes to and from) shall be cleaned up immediately. Damages resulting from the escape of such debris shall be the responsibility of the contractor. All waste shall be disposed of off-site at contractor's expense. The states existing refuse service must not be used for disposal of construction materials.

If the contractor fails to maintain an acceptable level of cleanliness at the project site, the State of Alaska will clean the site or hire a contractor to clean the project site. The cost to clean the site will be deducted from contract before final payment is made. Determination of the level of cleanliness required at the project site shall rest solely with the Building Maintenance Manager.

7. The contractor shall be wholly responsible for ensuring that all work material disposal is in accordance with all local, state, and federal laws. The State will not provide use of a dumpster, or a disposal site.

SEC. 3.06 SAFE PRACTICES

The Contractor is responsible to ascertain and adhere to all Occupational Safety Health Administration guidelines for services and material handling. Acceptable safe practices must be followed in the performance of the work. The contractor must comply with all standards of the State of Alaska, Dept. of Labor, Division of Labor Standards and Safety, and the City and Borough of Juneau. The Contractor or employees cannot be under the influence of a controlled substance while performing work on the sites designated in this contract.

SEC. 3.07 ANNUAL INSPECTION REPORTS

The Contractor must provide annual inspection reports of each State Facility to the client within fifteen (15) calendar days after the inspection / testing is completed. This report shall contain all information required under NFP A Standard 25, "Report of Inspection" for each building inspected on the Bid Schedule Exhibit "A" and as identified in the Scope of Work below. The contractor shall also include suggested repairs needed to bring the facility back into compliance.

SEC. 3.08 USE OF PREMISES

The contractor shall have limited use of the premises.

Parking Lots: Do not use these areas for parking or storage of materials or equipment. No equipment will be visible to the public outside of the Contractors specified working hours.

Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor air intakes.

The contractor must get the Building Maintenance Manager approval on any schedule revision.

Any site visits outside of the designated work hours need to be approved by the Building Maintenance Manager.

SEC. 3.09 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. 3.10 TECHNOLOGY REQUIREMENTS

1. Administration: The contractor is required to have the following technology for administrating the contract:
 - a) Personal computer with email and scanning capabilities.
 - b) Facsimile.
 - c) Land line telephone.
 - d) Cellular telephones.
2. 24/7 cellular phone access for the General Contractors on-site Supervisor to facilitate communications during the life of this contract.

SEC. 3.11 BACKGROUND CHECKS

Prior to commencing work under this contract, the Contractor must provide all security clearance documentation required by the State of Alaska to work in buildings controlled by DOT&PF and buildings controlled through the Alaska Court System. All Contractor personnel working on premises shall wear a picture ID Card. See Attachments Two and Three for the requirements.

The Contractor is required to obtain a background check through the Alaska Department of Public Safety (at Contractor expense) for any person performing work on site under this contract. The background check information will be submitted to the Building Maintenance Manager and Project Manager for approval prior to the commencement of any work.

The State reserves the right to deny access based on what is deemed to be in the best interest of the State. Background checks will remain confidential in the facility manager's office.

The Contractor will be notified within 72 hours of submittal of acceptance or denial for each individual to work on this contract.

Approval or denial of all background checks will be at the sole discretion of the State and is final.

All costs involved with obtaining security clearances, fingerprints, and picture ID cards will be borne by the successful bidder. If there is a change in personnel, the above items will be supplied to the State at least 48 hours prior to the person performing work on site.

SEC. 3.12 KEY CONTROL

Special emphasis is placed on key control, either hard keys or key cards. The Contractor is required to sign for all keys. All keys are to be obtained from the Building Maintenance Manager or their assigned representative. No duplications are to be made. In the event of lost keys, contact the Facilities Maintenance Office for replacements. The Contractor shall be liable for all costs incurred due to lost or misplaced keys, including the cost of re-keying all doors affected.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

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

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

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 4.05 USE OF LOCAL FOREST PRODUCTS

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

SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

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

SEC. 4.07 ALASKA PRODUCT PREFERENCE

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

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

Products are classified in one of three categories:

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.10 PREFERENCE QUALIFICATION LETTER

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

SEC. 4.11 EXTENSION OF PRICES

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

SEC. 4.12 METHOD OF AWARD

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

SEC. 4.13 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 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. 5.14 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 30 calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 5.17 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 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. 5.21 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) Attachment A – Bid Schedule (Excel document separate from the ITB)
- 2) Background Clearance (S.O.P. #DGS-011-07)
- 3) Office of the Governor Waiver and Authorization to Release Information

STATE OF ALASKA STANDARD OPERATING PROCEDURE Division of General Services	S.O.P. # DGS-011-07	PAGE 1 of 1
SUBJECT: Background Clearance	EFFECTIVE DATE: 12/1/10	
WRITTEN BY: Anna Harrison, Program Coordinator I	SUPERSEDES S.O.P. # N/A	DATED REVISED: 10/27/17
APPROVED BY: Kevin Brooks, Director		

PURPOSE: To establish a policy regarding background clearance procedures for state owned facilities managed by the Department of Administration, Division of General Services. Enforcement by other Executive Branch Departments is voluntary.

AUTHORITY: Per AS 36.30 and AS 44.21, the Department of Administration is responsible for procurement and allocation of all space used by the Executive Branch. The Departments of Administration and Transportation & Public Facilities are designated as the responsible Facility Managers for the majority of State owned buildings.

POLICY: Provides written instruction on the required procedures and process for all third party vendors and contractors performing work on Department of Administration, Division of General Services managed property. Each occupying Agency in a DOA/DGS facility shall be responsible for the observance of this policy. Note, not applicable to leased facilities

The implementation of this SOP at non DOA/DGS facilities is voluntary.

PROCEDURE:

1. Each employee of the Contractor performing work on State Facilities is required to obtain a background check through the Department of Public Safety.
2. Contractor shall pay all associated processing fees which may be in the form of a personal check, cashiers' check or money order made payable to the Department of Public Safety.
3. The Contractor shall provide to the requesting Agency a copy of the DPS Background Check for each individual. Agencies will forward the background check document electronically to the contracting officer who is responsible for the project.
4. Acceptance or denial will be provided to the requesting Agency within 48 hours and is at the sole discretion of DGS, Facility Manager. In making the determination of whether a contractor is denied clearance, the Facility Manager may consider:
 - a) The nature and seriousness of the offense;
 - b) The location in which the contractor will be working;
 - c) The circumstances under which the offense occurred;
 - d) The amount of time that has that has passed since the offense was committed;
 - e) The age of the applicant at the time the offense was committed;
 - f) Whether the offense was isolated or a repeat violation; and
 - g) Any aggravating, mitigating, or other facts or circumstances that might have bearing on the suitability of the contractor for the location and work being performed.
5. Contractor employees are prohibited to commence with any work prior to receiving approval.
6. Background checks shall remain confidential and are valid for one year.
7. An alternative to Agency contractors obtaining background clearance is for the Contractor to be escorted by an Agency employee **the entire time** while on State property. The name of the Agency employee providing the escort must be provided to DGS during the construction approval process, (reference DGS SOP 07-06).
8. Please note that contractors needing access to spaces occupied by The Office of the Governor, will need to

comply with additional background verification which can be obtained by speaking directly with the contracting officer responsible for the project.

OFFICE OF THE GOVERNOR
WAIVER AND AUTHORIZATION TO RELEASE INFORMATION

I authorize the release of all information pertaining to me from the records of educational institutions, military services, law enforcement agencies, and/or present and past employers to the Office of the Governor. Information of a confidential or privileged nature may be included. For the purpose of conducting a thorough background check, I understand that my fingerprints may be required.

PRIVACY ACT NOTICE: (a) Purposes and uses: Copies of this completed form will be furnished to individuals in order to obtain information regarding your background to determine your suitability to work or volunteer in the Office of the Governor or Lieutenant Governor, at the Governor's House, or with the Governor's family. (b) Effects of Nondisclosure: Furnishing the requested information, thereby authorizing collection of background information, is voluntary, but failure to provide all or part of the information will result in a lack of consideration for such employment.

I understand my rights under Title 5, United States Code, Section 552A, the Privacy Act of 1974, and waive those rights with the understanding that information furnished will be used by the Office of the Governor and retained by them in confidence.

I hereby authorize and direct you to release such information. I hereby release the Office of the Governor, the State of Alaska, and any individual, including record custodians, from any and all liability or damage of any nature which may be a result of compliance, or any attempt to comply with this authorization.

Print Full Name (include middle name or initial) _____

AK DL # _____ SSN# _____

City and State of Birth _____ Date of Birth _____

Have you ever been arrested? _____

If yes, when? _____ where? _____

Signature _____ Date _____

SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public in and for Alaska
My Commission expires _____

NOTE: A photocopy reproduction of this request shall be for all intents and purposes as valid as the original.
You may retain this form in your files.

Position
applied for: _____

Background check
authorized by: _____

Administrative Director

Official use only below this line

=====

DATE _____ RCI/S _____ RCO/S _____ FPC _____ SEC.INTL _____