

# STATE OF ALASKA INVITATION TO BID (ITB)



## STATEWIDE ELECTRICAL SERVICES

2024-0200-0029

MAY 8, 2023

**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..

**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.

<b>Office of Procurement &amp; Property Management</b> Contracting Officer: Joshua Hartman Phone: (907) 465-5758 Email: <a href="mailto:Joshua.Hartman@Alaska.gov">Joshua.Hartman@Alaska.gov</a>			
_____ 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	
_____ PRINTED NAME		*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY	
_____ DATE		_____ TELEPHONE NUMBER	
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS	

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of **ADMINISTRATION, OFFICE OF PROCUREMENT AND PROPERTY MANAGEMENT (OPPM)** is soliciting bids for **STATEWIDE ELECTRICAL SERVICES**.

**PURPOSE OF THE ITB:** This ITB is intended to establish up to three electrical services contracts for each of the defined **seven (7)** zones for various electrical repairs and installation services on an as-needed basis. Contracts shall be considered non-mandatory for all Executive Branch Agencies. **All other State of Alaska governmental entities may also purchase from the contracts resulting from this ITB such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and State of Alaska political subdivisions – cities, boroughs and school districts, and federally recognized tribes.**

### SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **10:00am** Alaska Time on **June 13<sup>th</sup>, 2023**, at which time a virtual public bid opening will be held. Late bids or amendments will be disqualified and not opened or accepted for evaluation. The virtual public bid opening will be accessible via phone or computer by following the information below:

Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 243 573 857 904

Passcode: 2abDFq

[Download Teams](#) | [Join on the web](#)

**Join with a video conferencing device**

[260748889@t.plcm.vc](tel:260748889@t.plcm.vc)

Video Conference ID: 114 411 318 7

[Alternate VTC instructions](#)

**Or call in (audio only)**

[+1 907-202-7104,,108121143#](tel:+1907-202-7104,,108121143#) United States, Anchorage

Phone Conference ID: 108 121 143#

### SEC. 1.03 PRIOR EXPERIENCE

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

**Contractors shall have a minimum of five years' experience in providing the full range of commercial electrical services described herein.**

A bidder's failure to meet these minimum prior experience requirements will 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 SUBMITTING BIDS**

**Bidders must submit their bid via email**, the bid may be emailed to **Joshua.Hartman@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. 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 **907-465-5758** to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## **SEC. 1.07 BID FORMS**

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

### **BIDDER'S CERTIFICATION**

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

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

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

### **CONFLICT OF INTEREST**

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

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

## **SEC. 1.08 PRICES**

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

## **SEC. 1.09 PRE-BID CONFERENCE**

A virtual pre-bid conference will be held at **10:00AM**, Alaska Daylight Savings Time (AKDST), on Tuesday, **MAY 16, 2023**. The purpose of the conference is to discuss the work to be performed with prospective bidders and allow them to ask questions concerning the ITB. Bidders should read the ITB in full and come to the meeting prepared to discuss any questions or concerns.

Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 219 323 418 788

Passcode: pFhtf7

[Download Teams](#) | [Join on the web](#)

**Join with a video conferencing device**

[260748889@t.plcm.vc](mailto:260748889@t.plcm.vc)

Video Conference ID: 113 006 480 1

[Alternate VTC instructions](#)

**Or call in (audio only)**

[+1 907-202-7104](tel:+19072027104), [580742706#](tel:+1580742706) United States, Anchorage

Phone Conference ID: 580 742 706#

Bidders with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-bid conference so that reasonable accommodation can be made.

## **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	2:00PM AKDT	May 8, 2023
Pre-Bid Conference	10:00AM AKDT	May 16, 2023
Second Pre-Bid Conference	10:00AM AKDT	May 25, 2023
Deadline for Receipt of Bids / Bid Due Date	10:00AM AKDT	June 13, 2023
Bid Evaluations Complete	2:00PM AKDT	June 14, 2023
Notice of Intent to Award	2:00PM AKDT	June 15, 2023
Contract Issued	9:00AM AKDT	June 27, 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 **ADMINISTRATION**, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

### SEC. 1.14 ALTERNATE BIDS

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

### SEC. 1.15 SUPPORTING INFORMATION

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

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

### SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

## **SECTION 2. CONTRACT INFORMATION**

### **SEC. 2.01 CONTRACT TERM**

**CONTRACT PERIOD:** The initial term for the resulting contract will be from date of contract award, (approximately July 1, 2023) through June 30, 2025, with the option to renew for two additional, two-year terms at the state's sole discretion, through June 30, 2029. Terms and conditions of the resulting contract will continue to apply after contract expiration date for all orders issued prior to the contract expiration date but work is not yet completed at the time of expiration.

### **SEC. 2.02 CONTRACT ADMINISTRATION**

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of **Administration**, OPPM.

### **SEC. 2.03 CONTRACT FUNDING**

The Department of **ADMINISTRATION**, OPPM, estimates historical usage of approximately \$675,000 of tracked spend on the contract that is expiring, with additional unreported spend through other entities that use the contract unknown. Future use is uncertain, as there are factors that could result in more or less contract usage in the upcoming contract term.

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. 2.04 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. 2.05 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 2.06 JOINT VENTURES**

Joint ventures will not be allowed.



## SEC. 2.07 CONTRACT PERFORMANCE LOCATION

**LOCATION OF WORK:** The Location(s) work is to be performed are **within the following seven (7) zones:**

- 1) Northern Zone – Includes Fairbanks and all the surrounding communities accessible by roadway within a 40-mile radius of Fairbanks.
- 2) Central Zone – Includes Anchorage and all the surrounding communities that are accessible by roadway within a 40-mile radius of Anchorage. Areas on the Mat-Su Valley side of the Knik River Bridge and the Kenai Peninsula side of Turnagain Arm are excluded from this zone.
- 3) Mat-Su Valley Zone – Includes all the cities and towns in the Matanuska-Susitna Borough that are accessible by roadway within a 40-mile radius of Wasilla. Areas on the Anchorage side of the Knik River Bridge are excluded from this Zone.
- 4) Kenai Peninsula Zone – Includes Kenai and all the surrounding communities accessible by roadway within a 40-mile radius of Kenai. Areas on the Anchorage side of Turnagain Arm are excluded from this Zone.
- 5) Capital Zone – Includes any area on the road system within the city and borough of Juneau.
- 6) Ketchikan Zone – Includes any area on the road system within the Ketchikan Gateway Borough.
- 7) Sitka Zone – Includes any area on the road system within the City and Borough of Sitka

Bidders must have a physical location (street address) with staff permanently located within each zone in order to bid on that zone. **Bid prices for work in the zone must take into account any additional costs associated with airfare, lodging, meals, etc. if the work is not able to be completed by the staff permanently located within the zone. The State WILL NOT pay for travel related to work within the identified zones above.**

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

Contractors will be responsible for servicing all participating purchasing entities within the location of the award.

### **Work outside the seven identified zones:**

There may be occasions when a purchasing entity may request a quote for electrical services outside of the **seven (7)** defined zones. Contractors willing to perform services outside the defined zones must indicate on the Attachment 1 - Bid Submission Cover Sheet.

If the work request is outside of the **seven (7)** zones, the governmental agency will request a **"not to exceed" written quote lump sum quote** from the Contractor for a specific scope of work which may include but not limited to: labor (at the prevailing rates offered herein) materials, licensing, permits, insurance, parts, equipment, and travel to and from the remote location. Contractor shall be required to use the same hourly labor rates as offered in the ITB relating to the nearest zone to that work.

The state will reimburse for approved travel, lodging, transportation and per-diem associated with the project. Per-diem will be paid at State of Alaska Per Diem Rates. The contractor will provide documentation supporting any travel and transportation claims to the state. All travel and travel-related expenses must be preapproved in writing by the purchasing agency, not to exceed the actual costs. The Contractor will not be reimbursed for any travel or transportation expenses not preapproved in writing by the purchasing agency.

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

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

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

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

## **SEC. 2.08 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. 2.09 SCOPE OF WORK AND SPECIFICATIONS**

- Installing and/or relocating new or existing electrical services, including fire alarm systems, rewiring/upgrading electrical panels, installing meter bases, replacing breakers, rewiring buildings, facilities, installing/relocating service outlets and light fixtures, installing new equipment services, emergency power panels and disconnects, surveillance cameras, DDC system, automated key card, lighting systems, electrified signage;
- Trouble shooting electrical circuits, instrumentation and control circuits and development of repair means and methods for a wide variety of electrical systems;
- Verifying or locating the origin of power sources when modifying or relocating existing electrical systems;
- Configuring, installing and testing communication data ports and Category (CAT) 5E & CAT 6 wiring for computer systems;
- Electrical engineering preparation design drawings of specifications used to obtain required permits; and,
- Other electrical work as described by the user agency.

The Contractor shall provide all materials and labor necessary to perform maintenance, repair, renovations, installation or alteration of electrical systems including power, lighting, electrical related fixtures and any and all other components per drawings and specifications which will be provided by the agency. Work may be performed on the exterior or interior of buildings.

1. **WORKMANSHIP AND MATERIALS:** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance and inspections. Service, maintenance and inspections that are improperly done will be done over, by the contractor, at the contractor's risk and expense.

Contractors are responsible for meeting and complying with all federal, state, and local laws, regulations, industry standards, codes, licenses and permits required to perform the services of this contract. Contractors must comply with Little Davis-Bacon wage rates when required, for projects greater than \$25,000.

The Little Davis-Bacon Act (LDBA) is a set of state laws in title 36 that establish minimum wage and associated requirements for labor on public construction contracts awarded by the State of Alaska or a political subdivision of the state. The minimum wage (also known as the prevailing wage) is applicable to construction-related workers. The Alaska Department of Labor and Workforce Development (DOLWD) publishes the prevailing minimum wages twice a year at their Division of Labor Standards and Safety website. The contractor must comply with the requirements noted within the DOLWD packet entitled,

“Laborers’ & Mechanics’ Minimum Rates of Pay.” (Pamphlet 600). Currently this can be obtained from the Department of Labor at: <http://labor.alaska.gov/lss/pamp600.htm>

For work awarded by the purchasing agencies that exceeds \$25,000, the Contractor shall pay the current prevailing rate of wages as per AS 36.05.010. The contractor shall file certified payroll with the DOLWD and with the purchasing agency for all work performed on the project.

Before beginning work, the contractor shall file a Notice of Work with DOLWD and pay any/all required fees. After finishing work, the contractor shall file a Notice of Completion with DOLWD and pay any/all additional fees required by increases in the final contract amount.

2. **WARRANTY:** The work provided under this contract shall be guaranteed to be free from defects in material and workmanship for a period of two (2) years commencing upon the date of final payment of each project. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the state. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The state is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

If a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and if the state's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on your bid for this ITB, the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

3. **RESPONSE TIME:** Contractor shall meet or exceed the following minimum response times for the specified response levels. If an emergency request is made by the user agency that requires an immediate service response, Contractor shall make all reasonable efforts to respond as needed.

Response Level	Call Back Response	Service Response	Definitions
1 – Emergency	¼ hour	1 hour	An “Emergency” service shall be defined as such a situation that would involve an operational or other program function that potentially threatens the health and safety of persons, the destruction of property, or the ability of the agency to perform necessary operations.
2 – Critical	1 hour	4 hours	A “Critical” service call shall be defined as any service for thermal comfort, normal operations, critical occupancy, necessary services or operational necessity, or event service.
3 – Routine	48 hours or less	As negotiated with agency	Scheduled repairs, maintenance or event set-up.

4. **WRITTEN QUOTES:** Contractor will perform a site visit (if requested) and prepare a “not to exceed” written quote. These estimates shall include the estimated number of hours, hourly rate, number and type of employees required, estimated material cost and completion date. Site visit and quotes shall be provided within **seven (7) five (5)** working days after notification of requesting agency. Failure to provide information within stated timeframe may force the agency to seek services elsewhere. Repetitive failure to respond may result in cancellation of contract. There will be no charge for written quotes requested by the state whether or not the work is performed.

Unforeseen or unknown repairs will be mutually agreed upon by the Contractor and the agency, and a written change order will be issued. The Contractor shall submit a written estimate for the extra work to the agency on a Time and Materials basis using Contract pricing. The purchasing agency shall not pay for additional work if the Contractor performs the work without the Agency’s approval. Contractors must notify using agencies immediately of delays of any kind.

5. **WORK HOURS AND DELIVERY OF MATERIALS:** It shall be the Contractor’s responsibility to see that tools, equipment, and materials are delivered within or adjacent to the work area as specified by the agency. In the interest of clarification, the following definitions shall apply to this contract:

Regular Hours:

- Monday through Friday, 8:00 A.M. – 5:00 P.M.

Overtime Hours (including weekends and holidays as observed by the State):

- Monday through Friday, 5:00 p.m. – 8:00 a.m.
- Weekend Hours: Saturday and Sunday, any hour day or night.

Holidays - In the State of Alaska, legal holidays occur on:

- 1) New Years Day - January 1
- 2) Martin Luther King's Birthday - Third Monday in January
- 3) President's Day - Third Monday in February
- 4) Seward's Day - Last Monday in March
- 5) Memorial Day - Last Monday in May
- 6) Independence Day - July 4
- 7) Labor Day - First Monday in September
- 8) Alaska Day - October 18
- 9) Veteran's Day - November 11
- 10) Thanksgiving Day - Fourth Thursday in November
- 11) Christmas Day - December 25
- 12) Every day designated by public proclamation by the President of the United States, or the Governor of the state as a legal holiday.

The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damage during this contract shall be repaired or replaced to the satisfaction of the user agency. It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. User agency shall not assume any responsibility for vandalism or theft of materials, tools, or equipment.

6. **DEMOLITION AND DEBRIS REMOVAL:** The Contractor shall be responsible for the removal of all debris from the site and clean affected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a user agency representative, shall remove such debris and materials from agency property. All affected areas shall be restored to the original or better condition to the satisfaction of the Engineer. No additional charges will be allowed for failure to include all labor that is required for this Work. The Contractor shall provide all refuse containers for the work and be responsible to dispose off site, all waste materials and rubbish. Debris removal fees i.e., containers, land fill fees etc., will be paid at cost, no markup is allowed. A copy of the invoice must be included with the vendor's billing.
7. **UTILITIES:** User agency shall make available all required utilities to the Contractor for work under this contract. This however does not include those utilities to be installed by the Contractor as a part of the scope of work or specification. Accidental interruption(s) caused by the Contractor and repair, shall be at the Contractor's expense. Planned interruptions under this contract shall be coordinated with the user agency's office at least one day in advance of the expected interruption. Testing of any audible alarms must occur after regular work hours.
8. **POTENTIALLY HAZARDOUS MATERIALS:** If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of the bid opening. The extent of use of the hazardous material may be a factor in the award of the contract. Prior to beginning any work, the Contractor will check with the agency for any known asbestos material.
9. **CODES AND STANDARDS:** Materials and installation shall comply with the latest editions of codes, laws and ordinances of Federal, State and local governing bodies and authorities having jurisdiction.

In case of differences between Building Codes, State and Federal laws, local ordinances, utility companies' regulations and the Contract Documents, the most stringent shall govern.

All work shall be done in a safe manner and comply with all governing regulations concerning safety. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used. All work being performed for and/or on user agency property shall fully conform to all local, state, and Federal safety regulations.

10. **TEMPORARY SUSPENSION OF WORK:** During the progress of any work, the Contractor may suspend work via written permission of the user agency wholly or in part, for such period or periods as the user agency may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable progression of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the public unnecessarily, nor become damaged in any way, and they shall take every precaution to prevent damage or deterioration of the work already performed. When conditions warrant resumption of work on the project, the Contractor shall notify the user agency 24 hours in advance and shall proceed with the work only when and if authority is granted by the user agency. Any work performed without approval by the user agency will be at the contractor's risk, and he shall be held liable for removal of any such work.
11. **SERVICE CONTRACT DEFICIENCIES:** The Contractor's failure to provide goods or service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the Contractor. The SDC will be provided to the Contractor in writing. The Contractor will advise the state, in writing, of the corrective action being taken. If a deficiency is not corrected within seven (7) working days from the time it is issued, the state may issue another SDC and procure from another Contractor, the goods or services

necessary to correct the problem. The Contractor will be obligated to reimburse the state for the amount required to correct the problem.

If a Contractor gets more than two (2) substantiated SDCs in a 30-day period or a total of five (5) substantiated SDCs in a 90-day period, the State may declare the Contractor in default and cancel or suspend for a period of time, their contract award

12. **CONTRACT PRICING: Man-hours paid under this contract shall be only for hours at the job site.** Hourly rates entered on the Bid Schedule must include all incidental costs such as, but not limited to, estimates, office support, insurance, tools, equipment, transportation, contractor overhead, required permits, and profit. There shall be no additional charges for basic tools, equipment and shop supplies.

Material prices will be paid for at the cost quoted in the written “not to exceed” quote ~~cost (no mark up allowed)~~. Vendor has the responsibility to provide needed materials at the lowest cost. Documentation is required for all costs related to materials.

Rentals of trucks, lifts, power scaffolds, digging equipment and major specialized tools is permissible when required and agreed upon by both parties. The cost of all rentals shall be paid at the cost quoted on the written “not to exceed” quote. ~~Rentals shall be billed to the purchasing entity at Contractor’s cost and listed on the invoice on a separate line, and documentation shall be included with the accompanying invoice.~~

13. **CLAIMS:** Any act or occurrence, be it a result of an emergency, differing site condition or change order, which may form the basis of a claim for a price or time adjustment, must be reported immediately to the Procurement Officer administering this contract at the time of the act or occurrence.
14. **ASSIGNMENTS:** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the state’s approval of an assignment will be rejected as nonresponsive.
15. **BACKGROUND CHECK:** All Contractors and their employees who will be in state owned buildings must have a background check at the contractor’s expense. Background checks are required only for state-leased buildings (as requested) and the following buildings:

<b>Juneau:</b> <ul style="list-style-type: none"> <li>Alaska Office Building</li> <li>Alaska State Museum</li> <li>Archives Building</li> <li>Community building</li> <li>Court Plaza Building</li> <li>Dimond Courthouse</li> <li>Public Safety Building</li> <li>State Office Building</li> <li>Capital Building, 3<sup>rd</sup> floor</li> <li>Governors Mansion (procedure process and forms are different)</li> </ul>	<b>Anchorage:</b> <ul style="list-style-type: none"> <li>Atwood Building</li> <li>Linny Pacillo Parking Garage</li> </ul>
	<b>Fairbanks:</b> <ul style="list-style-type: none"> <li>Regional Office Building</li> </ul>
	<b>Ketchikan:</b> <ul style="list-style-type: none"> <li>State Office Building</li> </ul>
	<b>Palmer:</b> <ul style="list-style-type: none"> <li>State Office Building</li> </ul>

#### **16. BACKGROUND CHECK PROCEDURE:**

1. Each person performing work on site under this contract (including Contractors project managers and/or job foreman) are required to obtain a background check through the Department of Public Safety by the Contractor requesting for Criminal Justice Information from the record subject name check (presently the fee for processing is \$20 for a single copy).
2. The 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 tender to the Contracting Officer/Project Manager listed on the solicitation document a copy of the Background Check reports for each individual for acceptance or denial at the sole discretion of the Division of General Services Leasing and Facility Manager prior to commencement of any work at the site. The background checks shall remain confidential.
4. The Contractor may request the background check directly with the Alaska Department of Public Safety.
5. The Contractor shall be advised that the background checks may take longer than a week to obtain from the Department of Public Safety.
6. The Contracting Officer will advise the Contractor of acceptance or denial for each individual to work on this project within 48 hours of submittal.
7. Background checks are good for a period of one year from the date of acceptance. The Contractor is responsible for obtaining replacement background checks for each person performing work on site under this contract annually at the Contractor's expense.
8. 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 at the Agency's discretion. The name of the Agency employee providing the escort must be provided to DGS during the construction approval process.

#### **SEC. 2.10 F.O.B. POINT**

The F.O.B. point for this ITB will vary by zone and include any areas within one of the **seven** defined zones. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state. The cost of shipping and delivery within any of the **seven** defined zones is to be included in the bid price. There will be no additional charge for shipping and delivery within these **seven** zones.

For work outside the defined zones, the contractor will be required to prepare the items for shipping from the nearest defined zone and to ship them to the ultimate destination specified in the state's order. The contractor will be required to prepay the freight charges from the F.O.B. point to the ultimate destination. The contractor may charge-back the freight charges from the F.O.B. point to the ultimate destination as a separate item on the state's invoice. These costs must be billed as a pass-through charge. The contractor takes responsibility for all items during transport.

#### **SEC. 2.11 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. 2.12 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. 2.13 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. 2.14 ESTIMATED QUANTITIES**

The quantities referenced in this ITB are sample representative lots and are only for the purpose of evaluation. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

## **SEC. 2.15 CONTRACT PRICE ADJUSTMENTS**

A contract resulting from this ITB will include the following price adjustment clause:

### **Price Adjustments:**

The contractor or State may request price adjustments, no sooner than 12 months from the Master Agreement execution date), and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. Requests must be in writing and must be received 30 days prior to the contract renewal date.

- a. If the contractor or state 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 or contractor receives their written request.
- b. 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.
- c. 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.
- d. Approval for all price increases is dependent upon full compliance with the terms of the contract including reporting requirements.



## **SEC. 2.16     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. 2.17     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”, “contracting agency”, and “purchasing entity” 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. 2.18     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. 2.19 MANDATORY REPORTING

Contractor must submit quarterly reports to [doa.oppm.vendorreport@alaska.gov](mailto:doa.oppm.vendorreport@alaska.gov) and "Cc" the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter: July 1 through September 30

Second Quarter: October 1 through December 31

Third Quarter: January 1 through March 31

Fourth Quarter: April 1 through June 30

### Administrative Fee:

Effective upon final signature, the Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated amount equal to **1.5%** of the net sales for the quarterly period.

- a) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- b) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section  
State of Alaska  
Department of Administration  
Office of Procurement and Property Management  
PO Box 110214  
Juneau, AK 99811-0214

- c) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.
- d) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- e) Administrative fee checks are due for each quarter as follows:

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

- f) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

## **SECTION 3. CONTRACT INVOICING AND PAYMENTS**

### **SEC. 3.01 BILLING INSTRUCTIONS**

Itemized invoices must be sent to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. Questions concerning payment must be addressed to the ordering agency. All invoices produced by the contractor must contain the following information at a minimum:

1. **Actual hours worked at labor rates quoted;**
2. **Charges for any materials (including any required documentation to support any mark-ups, i.e. the original invoice from the wholesaler/supplier)**
3. **A complete description of work performed, location, and date;**
4. **Reimbursable travel and transportation expenses with documentation to support reimbursement claims; and (if applicable),**
5. **Copy of original written quote (upon request).**

INVOICE DISCREPANCIES: Invoice verification will be routinely performed on contract pricing to assure contract compliance. Overcharges shall be credited to individual agency accounts by the Contractor within 30 days of notification. In the case of frequent discrepancies, or at the reasonable request of the state, the Contractor will be required to perform an item by item audit to correct all pricing errors. Repeated cases of invoice errors may cause the contract to be terminated.

### **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 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 in the “Preferences Application Guide”:

<https://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

- 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 three lowest responsive and responsible bidders for each zone to set up a pool of three vendors. In order to be considered responsive, bidders must bid on all items in the respective zone. Bidders can bid on and be awarded contracts for multiple zones.

## **SEC. 4.13 CONTRACTOR SELECTION PROCESS**

Once the contracts have been established, usage will be based on the following process:

1. Ordering entity will make a request for written "not to exceed" quotes from a minimum of two of the three awarded vendors (unless no more than one vendor has been awarded in the zone, at which case the two quote minimum does not apply). Ordering agencies are encouraged to get quotes from all awarded vendors.
2. Ordering entities will provide vendors a minimum of 7 days for the above-mentioned quotes (emergency work is exempt from the 7-day minimum).
3. The ordering entity must select the lowest priced quote received.

New quotes must be obtained following this process for each new project not originally included in any quote previously provided. Labor rates must remain fixed based on contract pricing, while material prices will remain variable and subject to competition. ~~Once the contracts are established, any one of the awarded vendors can be selected for that zone.~~

## **SEC. 4.14 NOTICE OF INTENT TO AWARD**

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person

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



## **SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION**

### **SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES**

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

### **SEC. 5.02 AUTHORITY**

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

### **SEC. 5.03 COMPLIANCE**

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

### **SEC. 5.04 SUITABLE MATERIALS, ETC.**

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

## **SEC. 5.05 SPECIFICATIONS**

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

## **SEC. 5.06 CONTRACTOR SITE INSPECTION**

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

## **SEC. 5.07 ORDER DOCUMENTS**

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

## **SEC. 5.08 HUMAN TRAFFICKING**

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

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

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

## **SEC. 5.09 RIGHT OF REJECTION**

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the ITB;

- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

## **SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **SEC. 5.11 DISCLOSURE OF BID CONTENTS**

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

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

## **SEC. 5.12 ASSIGNMENTS**

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

## **SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

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

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

inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

#### **SEC. 5.14     DEFAULT**

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

#### **SEC. 5.15     DISPUTES**

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

#### **SEC. 5.16     SEVERABILITY**

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

#### **SEC. 5.17     CONTRACT CANCELLATION**

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

#### **SEC. 5.18     GOVERNING LAW; FORUM SELECTION**

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

#### **SEC. 5.19     SOLICITATION ADVERTISING**

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

#### **SEC. 5.20     QUALIFIED BIDDERS**

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

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

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

## SEC. 5.21 FEDERALLY IMPOSED TARIFFS

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

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

## SEC. 5.22 PROTEST

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

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

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

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

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

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

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

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

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

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

## **SECTION 6. ATTACHMENTS**

### **SEC. 6.01 ATTACHMENTS**

#### **Attachments:**

- 1) Bidder Submission Cover Sheet
- 2) Bid Schedule
- 3) OPPM Vendor Report Template