

STATE OF ALASKA

INVITATION TO BID (ITB)



GENOTYPING ASSAYS AND CHEMICALS

ITB 240000005

AUGUST 2, 2023

THE DEPARTMENT OF FISH AND GAME, DIVISION OF COMMERCIAL FISHERIES, GENE CONSERVATION LABORATORY (GCL), IS SOLICITING FOR A CONTRACTOR TO PROVIDE GENOTYPING SUPPLIES AND CHEMICALS.

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.

Kristie Ely Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
Phone: (907) 465-6178 TDD: (907) 465-6181	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: Kristie.ely@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	3
SEC. 1.01 PURPOSE OF THE ITB	3
SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS	3
SEC. 1.03 PRIOR EXPERIENCE	3
SEC. 1.04 INVITATION TO BID (ITB) REVIEW	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.06 SITE INSPECTION	4
SEC. 1.07 SUBMITTING BIDS	4
SEC. 1.08 BID FORMS	5
SEC. 1.09 PRICES	6
SEC. 1.10 PRE-BID CONFERENCE	6
SEC. 1.11 ASSISTANCE TO BIDDERS WITH A DISABILITY	6
SEC. 1.12 AMENDMENTS TO BIDS	6
SEC. 1.13 AMENDMENTS TO THE ITB	6
SEC. 1.14 ITB SCHEDULE	6
SEC. 1.15 ALTERNATE BIDS	7
SEC. 1.16 SUPPORTING INFORMATION	7
SEC. 1.17 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER	7
SECTION 2. CONTRACT INFORMATION	7
SEC. 2.01 CONTRACT TERM	7
SEC. 2.02 CONTRACT ADMINISTRATION	7
SEC. 2.03 CONTRACT FUNDING	7
SEC. 2.04 CONTRACT EXTENSION	7
SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	8
SEC. 2.06 SUBCONTRACTORS	8
SEC. 2.07 JOINT VENTURES	8
SEC. 2.08 CONTRACT PERFORMANCE LOCATION	8
SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS	8
SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS	8
SEC. 2.11 F.O.B. POINT	15
SEC. 2.12 SHIPPING DAMAGE	15
SEC. 2.13 DELIVERY TIME	15
SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	15
SEC. 2.15 CONTINUING OBLIGATION OF CONTRACTOR	15
SEC. 2.16 ESTIMATED QUANTITIES	15
SEC. 2.17 CONTRACT PRICE ADJUSTMENTS	15
SEC. 2.18 INFORMAL DEBRIEFING	16
SEC. 2.19 INDEMNIFICATION	16
SEC. 2.20 INSURANCE	16
SEC. 2.21 MANDATORY REPORTING	17
SECTION 3. CONTRACT INVOICING AND PAYMENTS	18
SEC. 3.01 BILLING INSTRUCTIONS	18
SEC. 3.02 PAYMENT FOR STATE PURCHASES	18
SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES	18
SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED	18
SECTION 4. EVALUATION AND CONTRACTOR SELECTION	19
SEC. 4.01 EVALUATION OF BIDS	19
SEC. 4.02 APPLICATION OF PREFERENCES	19
SEC. 4.03 ALASKA BIDDER PREFERENCE	19
SEC. 4.04 ALASKA VETERAN PREFERENCE	20

SEC. 4.05	USE OF LOCAL FOREST PRODUCTS	20
SEC. 4.06	LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE	20
SEC. 4.07	ALASKA PRODUCT PREFERENCE.....	20
SEC. 4.08	EMPLOYMENT PROGRAM PREFERENCE	21
SEC. 4.09	ALASKANS WITH DISABILITIES PREFERENCE	21
SEC. 4.10	PREFERENCE QUALIFICATION LETTER	22
SEC. 4.11	EXTENSION OF PRICES.....	22
SEC. 4.12	METHOD OF AWARD	22
SEC. 4.13	CONTRACTOR SELECTION PROCESS.....	22
SEC. 4.14	NOTICE OF INTENT TO AWARD.....	22
SECTION 5.	GENERAL PROCESS AND LEGAL INFORMATION.....	23
SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	23
SEC. 5.02	AUTHORITY.....	23
SEC. 5.03	COMPLIANCE	23
SEC. 5.04	SUITABLE MATERIALS, ETC.	23
SEC. 5.05	SPECIFICATIONS	24
SEC. 5.06	CONTRACTOR SITE INSPECTION.....	24
SEC. 5.07	ORDER DOCUMENTS.....	24
SEC. 5.08	HUMAN TRAFFICKING	24
SEC. 5.09	RIGHT OF REJECTION	24
SEC. 5.10	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	25
SEC. 5.11	DISCLOSURE OF BID CONTENTS.....	25
SEC. 5.12	ASSIGNMENTS.....	25
SEC. 5.13	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)	25
SEC. 5.14	DEFAULT	26
SEC. 5.15	DISPUTES	26
SEC. 5.16	SEVERABILITY	26
SEC. 5.17	CONTRACT CANCELLATION.....	26
SEC. 5.18	GOVERNING LAW; FORUM SELECTION	26
SEC. 5.19	SOLICITATION ADVERTISING	26
SEC. 5.20	QUALIFIED BIDDERS.....	26
SEC. 5.21	FEDERALLY IMPOSED TARIFFS	26
SEC. 5.22	PROTEST	27
SECTION 6.	ATTACHMENTS.....	29
SEC. 6.01	ATTACHMENTS.....	29

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of **FISH AND GAME**, Division of **COMMERCIAL FISHERIES, GCL**, is soliciting bids for a contractor to provide genotyping supplies and chemicals to be delivered to Anchorage, Alaska, on an “as needed” basis.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2pm** Alaska Time on **August 23, 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

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

- Contractors are required to have five (5) years of experience in the last seven (7) years providing equipment and supplies to genetic laboratories.

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 SITE INSPECTION

Removed.

SEC. 1.07 SUBMITTING BIDS

All submissions for ITB 240000005- Genotyping Assays and Chemicals

Email Submission

The preferred method of response submission to this solicitation is via email, sent to the following address:

dfg.contracting@alaska.gov

The email submission must contain the ITB number in the subject line. In the body of the email, please indicate the Procurement Officer's name, the Bidder's name, the number of attachments, and the names of the attachments being submitted.

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 bids exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes; each email must comply with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc).

It is the Bidder's responsibility to ensure that the issuing agency has received the bid in full, prior to the deadline. The Procurement Officer will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement Officer to confirm. The State is not responsible for lost, unreadable, or corrupt emails, or missing attachments.

An offeror's failure to submit its bid prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Paper Submission

If submitting a bid by mail, Bidder must submit one hard copy of their bid to the procurement officer in a sealed package.

The bid must be addressed as follows:

Department of Fish and Game

Division of Administrative Services

Attention: Kristie Ely, Procurement Officer

ITB Number: 240000005

ITB Title: Genotyping Assays and Chemicals

If mailing via US Mail, please use the following address:

PO Box 115526

Juneau, AK 99811-5526

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

1255 W. 8th St

Procurement Section

Juneau, AK 99801

If faxing, please use the below number:

907-465-6181

An offeror's failure to submit its bid prior to the deadline will cause the bid to be disqualified.

Late bids or amendments will not be opened or accepted for evaluation.

Oral proposals will not be accepted.

SEC. 1.08 BID FORMS

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

BIDDER'S CERTIFICATION

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

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

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

CONFLICT OF INTEREST

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

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 PRE-BID CONFERENCE

Removed.

SEC. 1.11 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. 1.12 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. 1.13 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. 1.14 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		8/02/2023
Deadline for Receipt of Bids / Bid Due Date	2pm	8/23/2023
Bid Evaluations Complete		8/24/2023
Notice of Intent to Award		8/24/2023
Contract Issued		9/04/2023

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 Fish and Game, 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. 1.15 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. 1.16 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. 1.17 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 for an initial two (2) year period with X (X) one (1) year renewal options to be exercised at the sole discretion of the State.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of **Fish and Game**, Division of **Commercial Fisheries**.

SEC. 2.03 CONTRACT FUNDING

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 (30) days

before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

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

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

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

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

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

SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

The Alaska Department of Fish and Game Gene Conservation Laboratory (ADF&G – GCL) is soliciting bids for chemicals and plastic consumables for single nucleotide polymorphism (SNP) genotyping assays and for short tandem repeat (STR) PCR via capillary electrophoresis (CE) to be used on Pacific salmon, arctic shellfish, geoduck

clam, sea cucumber, Pacific seaweed, and bear DNA. The items will be for a combination of SNP genotyping and STR PCR via CE.

1. A PCR chemistry master mix;
2. Oligonucleotide primer/probe sets;
3. A passive presence/absence reference dye;
4. A dNTP blend;
5. PCR primer pairs;
6. CE size standard for PCR product between 50 and 500 base pair length;
7. CE size standard for PCR product between 50 and 600 base pair length;
8. CE running buffer;
9. CE polymer;
10. Formamide;
11. A DNA Normalization Plate Kit;
12. A CE capillary array;
13. CE instrument water, waste, and buffer reservoirs and reservoir caps;
14. CE instrument water, waste, and buffer retainers;
15. CE instrument water and waste bases;
16. CE instrument cathode buffer plate base;
17. CE instrument water, waste, and buffer septa;
18. CE sample septa;
19. CE instrument ferule sleeve;
20. A 384-Well PCR Plate and;
21. CE instrument anode buffer jar

Although ADF&G – GCL cannot guarantee a minimum quantity of purchase, based on projections, ADF&G – GCL anticipates needing enough chemicals to run approximately 192 SNP assays for 60,000 – 100,000 fish in 5µL reaction volumes, and 70 STR markers for 20,000 fish in 10µL reaction volumes per year.

All offered items must meet the following minimum specifications:

1. A PCR chemistry master mix (MM);

The DNA polymerase in the MM must have a 5' nuclease activity and must be of sufficient quality to consistently cleave or knock-off probes based on single nucleotide differences.

The chemical mixture must not include AmpErase®: UNG.

The chemical mixture must be compatible with existing probes and reaction conditions used in Pacific salmon. The probes are labeled with VIC® and 6FAM™ fluorescent molecules and have minor groove binders and non-fluorescent quenchers attached.

The MM must be compatible with existing equipment within the department (Thermo Fisher Scientific Inc, Applied Biosystems QuantStudio 12K Flex real time PCR system, and Standard BioTools SNP Genotyping platform)

The chemical mixture needs to be stable at temperatures of 4°Celsius for storage.

The chemical mixture must be able to perform under fast PCR conditions.

To be considered, documentation that a product has been tested in Pacific salmon species should accompany each bid.

2. Oligonucleotide primer/probe sets;

Vendor will custom-design and synthesize oligonucleotide primer/probe sets based on submitted target sequences or submitted oligonucleotide sequences.

Each set will consist of one 6-FAM labeled probe, one VIC® labeled probe, and two unlabeled PCR primers.

Oligonucleotide probes will be fluorescent labeled on their 5'-ends with the dyes 6-FAM™ and VIC®.

Oligonucleotide probes will have non-fluorescent quenchers and minor groove binders attached to their 3'-ends.

Oligonucleotide primers will be unlabeled.

The Oligonucleotide primer/probe sets must be compatible with existing equipment within the department (Thermo Fisher Scientific Inc, Applied Biosystems QuantStudio 12K Flex real time PCR system, and Standard BioTools SNP Genotyping platform.)

Telephone technical support for the use of oligonucleotides in SNP detection assays should be provided.

The Oligonucleotide primer/probe sets must be orderable in three different quantities: 1500, 5000, and 12000 reactions.

Purchase of the Oligonucleotide sets must include a limited, non-transferable immunity from suit under US patent numbers: 5,538,848, 5,723,591, 5,876,930, 6,030,787, 6,258,569, and 5,804,375 (claims 1-12 only) during our internal research using the sets.

To be considered, documentation that a product has been tested in Pacific salmon species should accompany each bid.

3. A passive presence/absence reference dye;

The reference dye must be designed to normalize background in Taqman™ SNP genotyping reactions performed with Standard BioTools SNP Genotyping platform.

The reference dye must fluoresce at the same wavelength as a ROX™ dye.

4. A dNTP blend;

The blend must have 2.5 mM each of dATP, dCTP, dGTP, and dTTP for a total dNTP concentration of 10mM.

The blend must have a pH of 7.

5. PCR primer pairs;

Primer pairs must be available in three different scales, 10,000, 80,000, and 300,000 picomoles.

Forward primer must be labeled on the 5' end with a fluorescent dye of 6-FAM™, TET™, VIC®, HEX™, NED™, or PET™.

Reverse primer must be unlabeled.

Primer pairs must be customizable for DNA sequence and attached dye.

Primer pairs must be desalted and shipped dry.

Due to the need to standardize data across resource management laboratories, only primer pairs that are presently characterized using the United States / Canada Pacific Salmon Treaty Chinook Technical Committee genetic baseline will be considered.

6. CE size standard for PCR product between 50 and 500 base pair length;

Size standard must include 13 single stranded DNA fragments with the following sizes: 50, 75, 100, 139, 150, 160, 200, 300, 350, 400, 450, 490, & 500 base pairs

All fragments must be labeled with LIZ® dye.

The size standard must be detectable by an Applied Biosystems (AB) 3730 DNA Analyzer (3730).

The size standard must be compatible with PCR product labeled with 6FAM™, VIC®, NED™, and PET™ dyes on the 5' end of the forward DNA strand.

Due to the need to standardize data across resource management laboratories, only size standards that are presently characterized using the United States / Canada Pacific Salmon Treaty Chinook Technical Committee genetic baseline will be considered.

7. CE size standard for PCR product between 50 and 600 base pair length;

The size standard must include 36 single stranded DNA fragments with the following sizes: 20, 40, 60, 80, 100, 114, 120, 140, 160, 180, 200, 214, 220, 240, 250, 260, 280, 300, 314, 320, 340, 360, 380, 400, 414, 420, 440, 460, 480, 500, 514, 520, 540, 560, 580 and 600.

All fragments labeled with LIZ® dye.

The size standard must be detectable by a 3730.

The size standard must be compatible with PCR product labeled with 6FAM™, VIC®, NED™, and PET™ dyes on the 5' end of the forward DNA strand.

8. CE running buffer;

The buffer must be able to conduct the current running between the 3730s anode and cathode through the capillary array.

Must be compatible with the 3730 electrodes, item nine's polymer, item ten's formamide, item twelve's capillary array, and item thirteen's reservoir and cap.

9. CE polymer;

Polymer must be able to conduct an electrical current up to 2,000uA and 25KV.

Polymer must be in a semi-liquid form and allow large organic molecules to flow through it.

Polymer matrix must be able to consistently and accurately separate and distinguish DNA fragments with one base-pair differences for sequencing or fragment analysis.

Ionic concentrations and compositions must be in equilibrium with item eight's running buffer before a voltage is applied to the polymer.

Chemical composition of Polymer must not interfere with the detection of fluorescence of DNA fragments migrating through it.

Polymer must be able to flow through item twelve's capillaries without causing a solid obstruction or producing internal air bubbles.

Use of Polymer on the 3730 must not void any service contracts, warranties, or technical support contracts for the 3730 between the State and AB.

Due to the need to standardize data across resource management laboratories, only polymers that are presently characterized using the United States / Canada Pacific Salmon Treaty Chinook Technical Committee genetic baseline will be considered.

10. Formamide;

Formamide must be highly deionized.

Formamide must be formulated to resuspend samples before electrokinetic injection on capillary electrophoresis systems.

Formamide must have low conductivity.

Formamide must be compatible with DNA fragments labeled with LIZ®, 6FAM™, VIC®, NED™, and PET™ dyes on the 5' end.

11. A DNA Normalization Plate Kit;

Kit must eliminate the tedious next generation sequencing workflow steps of amplicon quantitation and manual normalization.

Kit must allow simple, one-step, high-throughput amplicon purification and normalization of PCR product concentration (2–3 fold range) via a limited binding capacity solid phase.

Kit must include a minimum of ten Standard SBS footprint 96-well plates (binding plate), either semi-skirted or full skirted.

Each well of the binding plate must bind and elute a minimum of ~25 ng of PCR amplicon starting with a minimum of 250 ng in 5-25uL of PCR solution.

Binding plate must bind fragment sizes between 100 bp and 20 kb.

Eluted PCR amplicon must be subsequently capable of post-kit pooling of product, and subject to a variety of massively parallel sequencing analyses.

Binding plates must create a minimum of 20uL final eluted, normalized product.

The binding plate must be compatible with Beckman Coulter's Biomek FX and Biomek iSeries liquid handling workstations without the need for shakers, magnets, or vacuum.

Kit must include a binding buffer to adhere PCR product to the binding plate's wells, a wash buffer for removing impurities and excess PCR product, and an elution buffer to resuspend the final, normalized product.

Binding buffer must bind PCR amplicons to binding plate wells within 1 hour of buffer application at room temperature.

Wash buffer must remove proteins and other contaminants (such as short oligonucleotide primers).

All buffers must be compatible with Beckman Coulter plastic reservoirs.

12. A CE capillary array;

The array must contain 48 individual capillaries each 36cm long.

The spatial arrangement of capillaries must fit design specs for operation with the 3730s autosampler robot arm, while it holds a SBS standard 96-well or 384-well plate within a 3730 plate assembly, to prevent damage to the capillary electrodes.

The cathode and detection cell must fit the apertures for the 3730s upper polymer block and camera, respectively.

The array must fit securely into its corresponding socket in the 3730-instrument.

The capillaries must also be optimized for performance with item nine's CE polymer.

13. CE instrument water, waste, and buffer reservoirs and reservoir caps;

Reservoir and reservoir cap must be compatible with items eight, twelve, and fourteen through seventeen.

Reservoir cap must have a rubber gasket that seats and seals against the inside of the reservoir top when the cap is applied to the reservoir.

Reservoir cap must have 96 holes with a spatial arrangement that meets the SBS standard for a 96-well plate, and the holes' diameters must be the same size as item seventeen's septa.

14. CE instrument water, waste, and buffer retainers;

Retainers must be compatible with the 3730 sequencer's autosampler robot arm.

Retainers (when assembled with items thirteen, fifteen or sixteen, and seventeen) must fit in the water, waste, and buffer park positions on the 3730-instrument deck.

Retainers must be able to clip to item fifteen and sixteen's bases while they hold item thirteen's reservoir and cap, and item thirteen's cap contains item seventeen's septa (called a reservoir assembly in the CE instrument's user manual).

15. CE instrument water and waste bases;

Bases must be compatible with the 3730s autosampler robot arm.

Bases must be compatible with items thirteen, fourteen, and seventeen.

Bases (when assembled with items thirteen, fourteen, and seventeen) must fit in the water and waste park positions on the 3730-instrument deck.

16. CE instrument cathode buffer plate base;

Base must be compatible with the 3730s autosampler robot arm.

Base (when assembled with items thirteen, fourteen, and seventeen) must fit in the buffer park position on the 3730-instrument deck.

Base must have a heating pad for warming the running buffer.

Base must have a cord that can connect to the 3730's heater outlet, which is adjacent to the buffer park position on the instrument deck.

The Base's cord must be long enough that it doesn't disconnect from the heater outlet when the buffer reservoir assembly is moved from the buffer park position to under the capillary array by the 3730s autosampler arm.

17. CE instrument water, waste, and buffer septa;

The septa must have holes with a spatial configuration that meet the SBS standards for a 96-well plate.

The septa's holes must align with the holes in items thirteen and fourteen.

The septa must lie flat against item thirteen's reservoir cap when added to it.

While items thirteen through seventeen are combined into assemblies, the septa must allow item twelve's capillary array electrodes to pass through the septum holes without damage to the septa or the electrodes. The septa holes must also wipe away excess liquid present in item thirteen's reservoirs when the electrodes leave the assembly.

18. CE sample septa;

The septa must have holes with a spatial configuration that meet the SBS standards for a 384-well plate.

The septa's holes must align with the holes in item twenty's 384-well plate and lie flat against the plate.

The septa must allow item twelve's capillary array electrodes to pass through the septum holes without damage to the septa or the electrodes. The septa holes must also wipe away excess liquid present in item twenty's wells when the electrodes leave the plate.

The septa must be compatible with the 3730s plate assemblies.

19. CE instrument ferrule sleeve;

The ferrule sleeve must be compatible with the item twelve's cathode, the cathode aperture of the 3730s upper polymer block, and the polymer block's array ferrule knob.

The ferrule sleeve must prevent air bubbles from entering (and polymer escaping) the 3730s upper polymer block when it is docked with item twelve's capillary array cathode and tightened with the 3730s array ferrule knob.

20. A 384-Well PCR Plate and;

The plate must be constructed from a single rigid piece of polypropylene in a 384-well format.

The plate's wells' spatial arrangement must conform to the SBS standard for a 384-well plate.

The plate must be designed to work with AB 384-well Real-Time PCR systems, thermal cyclers, the 3730, and the 3730s plate assemblies.

The plate must be frosted to minimize interfering fluorescence from wells of cycling block.

The plate must be screened to eliminate auto-fluorescent plates.

The plate must provide a barrier to ambient air to help ensure well-to-well temperature uniformity.

Each reaction plate must have a unique serialized, eight-character number label (barcode) that is user-readable and machine-readable by the 3730 and the AB QuantStudio 12K Flex to prevent tracking errors.

The plate must be optimized for oil-free PCR amplification.

The plate must be available to order as a case of 1,000.

21. CE instrument anode buffer jar

Buffer jar must have a volume of 67mL.

Buffer jar aperture must fit securely to the 3730s lower polymer block (version two) and must not interrupt proper flow of the electrophoretic current.

Buffer jar must have an overflow opening near the top of the jar.

SEC. 2.11 F.O.B. POINT

The F.O.B. point for this ITB will be Anchorage. The contractor will be required to prepare the items for shipping and to ship them to the ultimate destination specified in the state's order. The 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.

SEC. 2.12 SHIPPING DAMAGE

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

SEC. 2.13 DELIVERY TIME

removed.

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.15 CONTINUING OBLIGATION OF CONTRACTOR

Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

SEC. 2.16 ESTIMATED QUANTITIES

The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SEC. 2.17 CONTRACT PRICE ADJUSTMENTS

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

Consumer Price Index (CPI): Contract prices will remain firm through **2026**.

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

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

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December 20__); and each (January through June OR July through December 20__ six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

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

SEC. 2.18 INFORMAL DEBRIEFING

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

SEC. 2.19 INDEMNIFICATION

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

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

SEC. 2.20 INSURANCE

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

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

Proof of insurance is required for the following:

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

SEC. 2.21 MANDATORY REPORTING

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

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

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

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

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

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

- 1. Items**
- 2. Quantity**

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

SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

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

SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES

Removed.

SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

<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 CONTRACTOR SELECTION PROCESS

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

SEC. 4.14 NOTICE OF INTENT TO AWARD

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 5.02 AUTHORITY

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

SEC. 5.03 COMPLIANCE

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

SEC. 5.04 SUITABLE MATERIALS, ETC.

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

SEC. 5.05 SPECIFICATIONS

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

SEC. 5.06 CONTRACTOR SITE INSPECTION

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

SEC. 5.07 ORDER DOCUMENTS

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

SEC. 5.08 HUMAN TRAFFICKING

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

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

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

SEC. 5.09 RIGHT OF REJECTION

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

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

Minor informalities that:

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

- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.11 DISCLOSURE OF BID CONTENTS

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

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

SEC. 5.12 ASSIGNMENTS

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

SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 5.14 DEFAULT

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

SEC. 5.15 DISPUTES

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

SEC. 5.16 SEVERABILITY

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

SEC. 5.17 CONTRACT CANCELLATION

The state reserves the right to cancel the contract at its convenience upon **60** calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 5.18 GOVERNING LAW; FORUM SELECTION

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

SEC. 5.19 SOLICITATION ADVERTISING

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

SEC. 5.20 QUALIFIED BIDDERS

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

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

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

SEC. 5.21 FEDERALLY IMPOSED TARIFFS

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

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

SEC. 5.22 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Bid Schedule

Alaska Department of Fish and Game
Genotyping Assays and Chemicals ITB # 240000005
Bid Schedule Page 1

Item	Quantity	Unit	Description	Vendor's Product Name	Part number	Unit Price	Total
1	15	50mL	A PCR reaction cocktail				
2a	1	1,500 rxn	Oligonucleotide primer/probe sets				
2b	1	5,000 rxn	Oligonucleotide primer/probe sets				
2c	192	12,000 rxn	Oligonucleotide primer/probe sets				
3	60	500uL	A passive presence/absence reference dye				
4	80	1mL	A dNTP blend				
5a	2	10,000 pmol	PCR primer pairs				
5b	25	80,000 pmol	PCR primer pairs				
5c	5	300,000 pmol	PCR primer pairs				
6	40	800rxn	CE size standard for PCR product between 50 and 500 base pair length				
7	10	800rxn	CE size standard for PCR product between 50 and 600 base pair length				
8	1	500mL	CE running buffer				
9	6	28mL	CE polymer				
10	22	25mL	Formamide				
11	100	Pack of 10	A DNA Normalization Plate Kit				

GENOTYPING ASSAYS AND CHEMICALS

**Alaska Department of Fish and Game
Genotyping Assays and Chemicals ITB # 240000005
Bid Schedule Page 2**

Item	Quantity	Unit	Description	Vendor's Product Name	Part number	Unit Price	Total
12	3	1 ea	A CE capillary array				
13a	1	3 ea	CE instrument water, waste, and buffer reservoirs				
13b	1	3 ea	CE instrument water, waste, and buffer reservoir caps				
14	1	3 ea	CE instrument water, waste, and buffer retainers				
15	1	4 ea	CE instrument water and waste bases				
16	1	1 ea	CE instrument cathode buffer plate base				
17	1	20 ea	CE instrument water, waste, and buffer septa				
18	2	20 ea	CE sample septa				
19	1	4 ea	CE instrument ferule				
20	4	1,000 ea	A 384-Well PCR Plate				
21	1	1 ea	CE instrument anode buffer jar				
Total Bid Price:							

All bids must be submitted on this form. Bids submitted on manufactures quote sheets or with additional contract terms and conditions attached, will be rejected as non-responsive as per the *FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER* section on page 7.

Bidders must provide appropriate product literature to determine that offered products meet the minimum bid specifications.

Guaranteed Delivery _____ (____) calendar days after receipt of order.

Ordering Address: _____

Contact: _____

Phone: _____

Fax: _____