

STATE OF ALASKA

INVITATION TO BID (ITB)



CHEMICAL CLEANING – LAUNDRY, WAREWASHING & JANITORIAL

2024-2000-0158
NOVEMBER 15, 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. 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 of 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.

Maria Ostlie Procurement Officer Phone: (907) 465-3337 Email: maria.ostlie@alaska.gov	_____ 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

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE ITB	4
SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS.....	4
SEC. 1.03 PRIOR EXPERIENCE & QUALIFICATIONS.....	4
SEC. 1.04 INVITATION TO BID (ITB) REVIEW.....	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.06 SUBMITTING BIDS.....	4
SEC. 1.07 BID FORMS.....	5
SEC. 1.08 PRICES	6
SEC. 1.09 PRE-BID CONFERENCE	6
SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY.....	6
SEC. 1.11 AMENDMENTS TO BIDS	6
SEC. 1.12 AMENDMENTS TO THE ITB	6
SEC. 1.13 ITB SCHEDULE	6
SEC. 1.14 ALTERNATE BIDS	7
SEC. 1.15 SUPPORTING INFORMATION	7
SEC. 1.16 SAMPLES	7
SEC. 1.17 ANNOTATED LITERATURE	8
SEC. 1.18 DISCONTINUED ITEMS	8
SEC. 1.19 ADDITIONS AND DELETIONS OF INDIVIDUAL LINE ITEMS IN THE CONTRACT.....	8
SEC. 1.20 ALTERATIONS.....	8
SEC. 1.21 ITEM UPGRADES	8
SEC. 1.22 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER.....	8
SECTION 2. CONTRACT INFORMATION	9
SEC. 2.01 CONTRACT TERM	9
SEC. 2.02 CONTRACT ADMINISTRATION	9
SEC. 2.03 CONTRACT FUNDING	9
SEC. 2.04 CONTRACT EXTENSION	9
SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS.....	9
SEC. 2.06 SUBCONTRACTORS	9
SEC. 2.07 JOINT VENTURES.....	9
SEC. 2.08 CONTRACT PERFORMANCE LOCATION.....	10
SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS	11
SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS.....	11
SEC. 2.11 SERVICE SCOPE OF WORK.....	12
SEC. 2.12 SERVICE SPECIFICATIONS.....	14
SEC. 2.13 F.O.B. POINT	21
SEC. 2.14 INVENTORY	21
SEC. 2.15 SHIPPING DAMAGE.....	21
SEC. 2.16 DELIVERY TIME.....	22
SEC. 2.17 DELIVERY CONFIRMATION & ARRANGEMENTS.....	22
SEC. 2.18 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	22
SEC. 2.19 CONTINUING OBLIGATION OF CONTRACTOR	22
SEC. 2.20 ESTIMATED QUANTITIES.....	22
SEC. 2.21 CONTRACT PRICE ADJUSTMENTS	22
SEC. 2.22 INFORMAL DEBRIEFING	23
SEC. 2.23 INDEMNIFICATION	23
SEC. 2.24 INSURANCE	24
SEC. 2.25 SERVICE CONTRACT DEFICIENCIES.....	24

SEC. 2.26	MANDATORY REPORTING.....	25
SEC. 2.27	NONDISCLOSURE AND CONFIDENTIALITY	25
SEC. 2.28	SECURITY & PERSONNEL CHECK	26
SECTION 3.	CONTRACT INVOICING AND PAYMENTS	29
SEC. 3.01	BILLING INSTRUCTIONS.....	29
SEC. 3.02	PAYMENT FOR STATE PURCHASES	29
SEC. 3.03	PROMPT PAYMENT FOR STATE PURCHASES	29
SEC. 3.04	THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED	29
SECTION 4.	EVALUATION AND CONTRACTOR SELECTION.....	30
SEC. 4.01	EVALUATION OF BIDS	30
SEC. 4.02	APPLICATION OF PREFERENCES.....	30
SEC. 4.03	ALASKA BIDDER PREFERENCE	30
SEC. 4.04	ALASKA VETERAN PREFERENCE	31
SEC. 4.05	USE OF LOCAL FOREST PRODUCTS	31
SEC. 4.06	LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE	31
SEC. 4.07	ALASKA PRODUCT PREFERENCE	31
SEC. 4.08	EMPLOYMENT PROGRAM PREFERENCE	32
SEC. 4.09	ALASKANS WITH DISABILITIES PREFERENCE.....	33
SEC. 4.10	PREFERENCE QUALIFICATION LETTER	33
SEC. 4.11	EXTENSION OF PRICES	33
SEC. 4.12	METHOD OF AWARD	33
SEC. 4.13	NOTICE OF INTENT TO AWARD.....	33
SECTION 5.	GENERAL PROCESS AND LEGAL INFORMATION.....	34
SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	34
SEC. 5.02	AUTHORITY	34
SEC. 5.03	COMPLIANCE	34
SEC. 5.04	SUITABLE MATERIALS, ETC.	34
SEC. 5.05	SPECIFICATIONS	35
SEC. 5.06	ORDER DOCUMENTS	35
SEC. 5.07	HUMAN TRAFFICKING.....	35
SEC. 5.08	RIGHT OF REJECTION	35
SEC. 5.09	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	36
SEC. 5.10	DISCLOSURE OF BID CONTENTS.....	36
SEC. 5.11	ASSIGNMENTS	36
SEC. 5.12	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM).....	36
SEC. 5.13	DEFAULT	37
SEC. 5.14	DISPUTES.....	37
SEC. 5.15	SEVERABILITY	37
SEC. 5.16	CONTRACT CANCELLATION.....	37
SEC. 5.17	GOVERNING LAW; FORUM SELECTION	37
SEC. 5.18	SOLICITATION ADVERTISING.....	37
SEC. 5.19	QUALIFIED BIDDERS	37
SEC. 5.20	FEDERALLY IMPOSED TARIFFS	38
SEC. 5.21	PROTEST.....	38
SECTION 6.	ATTACHMENTS	40
SEC. 6.01	ATTACHMENTS	40

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Corrections, Division of Institutions, is soliciting bids for the purchase of laundry, warewashing, and janitorial chemical cleaning supplies at various correctional locations, on an as-needed basis. This ITB is intended to result in a mandatory use contract.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2PM Alaska Time on Thursday, December 7, 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 & QUALIFICATIONS

Offerors must have a minimum of 5 years in business providing this type of service to private/government correctional facilities and be able to provide large scale orders upon request.

Bidders must provide a statement with their bid to show they meet the minimum requirement of 5 years in business, this can be provided with a copy of a business license showing dates in business or statement in writing signed by an executive officer of the company verifying the 5 year requirement. A bidder's failure to meet these minimum prior experience requirements may cause their bid to be considered non-responsive and rejected.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

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

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision. **All questions shall be submitted on December 5, 2023.**

SEC. 1.06 SUBMITTING BIDS

Bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. However, you may submit your bid via email to the procurement officer listed for this ITB. The sealed bid package must be addressed as follows for U.S. Mail, courier/delivery service:

Department of Corrections

Attention: Maria Ostlie

ITB Number: 2024-2000-0158

ITB Title: Chemical Cleaning – Laundry, Warewashing & Janitorial

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

PO BOX 112000
JUNEAU, AK 99811

If using a delivery service such as FedEx or UPS, please use the following address:

802 3rd ST., SUITE 220
DOUGLAS, AK 99824

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

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

It is the bidder's responsibility to contact the issuing agency at 907-465-3337 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 and return 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 the ITB Bid Schedule and shall not make any changes to the Bid Schedule. 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 pre-bid conference will not be held for this ITB.

SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of bids.

SEC. 1.11 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

SEC. 1.12 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

SEC. 1.13 ITB SCHEDULE

The ITB schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
ITB Issue Date		11/15/2023
Deadline for questions		12/5/2023
Deadline for Receipt of Bids & Time	2PM	12/7/2023
Bid Evaluations Completed		12/11/2023
Notice of Intent to Award		12/14/2023
Contract Issued <i>(Estimated & based on whether an award is made.)</i>		12/27/2023

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 Corrections, 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 only. 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. Bidders may also provide web site links for all offered items providing specs and additional details.

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

SEC. 1.16 SAMPLES

If requested by the procurement officer, the bidder(s) may be required to submit samples of the items offered for inspection and evaluation. The state may conduct an acceptance test. If so, the test will use appropriate means to determine if the product offered meets the ITB specifications. If the sample fails to meet the ITB specifications, the state will, at its option, reject the bid or allow the bidder to replace the defective sample. After inspection, the samples will be returned to the bidder if requested, otherwise, the samples will remain the property of the Department of Corrections.

Complete item specifications (i.e., brand, model, fabric type, size, color, etc.) of the final product offered must be provided (See SEC 1.17) and must meet the minimum item specification requirements. If the specifications describing an item conflict with the sample's brand name, model number, size, color, etc., the specifications provided on the literature governs.

All samples, if requested, must be submitted no later than date to be determined by the procurement officer and must be delivered to the address as shown below:

*Department of CORRECTIONS
Division of ADMINISTRATIVE SERVICES
Samples for (ITB) Number: 2024-2000-0158 – Chemical Cleaning
Attention: MARIA OSTLIE*

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

PO BOX 112000
JUNEAU, AK 99811

If using a delivery service such as FedEx or UPS, please use the following address:

802 3rd ST., SUITE 220
DOUGLAS, AK 99824

Failure to submit the samples will be a failure to meet the ITB's specifications. An award will then be made to the next low bidder.

SEC. 1.17 ANNOTATED LITERATURE

Bidders must annotate their product literature to identify for the state the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

SEC. 1.18 DISCONTINUED ITEMS

In the event that an item is discontinued by the manufacturer during the contract period, another item may be substituted provided that the Procurement Officer makes a written determination that it is equal to, or of a higher quality than the discontinued item and provided that it is sold at a price that is the same or less.

SEC. 1.19 ADDITIONS AND DELETIONS OF INDIVIDUAL LINE ITEMS IN THE CONTRACT

Additions and deletions of individual line items shall not be made without the expressed written approval of the Procurement Officer.

SEC. 1.20 ALTERATIONS

The contractor must obtain written approval from the Procurement Officer prior to making any alterations to the specifications contained in this ITB. The State will not compensate the contractor if alterations are made without the approval of the Procurement Officer, in writing.

SEC. 1.21 ITEM UPGRADES

The state reserves the right to accept upgrades to items listed on the basic contract. Such upgraded items must be at the same price as the items in the basic contract.

SEC. 1.22 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, approximately **February 1, 2024, through January 31, 2025**, with the options to renew for additional one-year terms up to **January 31, 2028**, under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

SEC. 2.02 CONTRACT ADMINISTRATION

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

SEC. 2.03 CONTRACT FUNDING

Payment for the contract is subject to funds already appropriated and identified. Negotiations may be necessary to stay within allocated budget. Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

SEC. 2.04 CONTRACT EXTENSION

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

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.06 SUBCONTRACTORS

Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) of participating facilities are as shown below. These are secured facilities. The successful contractor will be provided with a list of contacts and delivery location information to coordinate delivery.

PARTICIPATING FACILITIES

Anchorage Correctional Complex (East)
1400 E. 4th Ave.
Anchorage, Alaska 99501

Lemon Creek Correctional Center
2000 Lemon Creek Road
Juneau, Alaska 99801

Anchorage Correctional Complex (West)
1300 E. 4th Ave.
Anchorage, Alaska 99501

Matsu Pretrial Facility
339 East Dogwood
Palmer, Alaska 99645

Anvil Mountain Correctional Center
1810 Center Creek Road
Nome, Alaska 99762

Palmer Correctional Center
Mile 58 Glenn Hwy
Palmer, Alaska 99645

Fairbanks Correctional Center
1931 Eagan Street
Fairbanks, Alaska 99701

Point Mackenzie Correctional Farm
13690 Guernsey Road
Wasilla, Alaska 99687

Goose Creek Correctional Center
22301 West Alsop Road
Wasilla, Alaska 99623

Spring Creek Correctional Center
3600 Bette Cato
Seward, Alaska 99664

Hiland Mountain Correctional Center
9101 Hesterberg Road
Eagle River, Alaska 99577

Wildwood Correctional Center
10 Chugach Ave.
Kenai, Alaska 99611

Ketchikan Correctional Center
1201 Schoenbar Road
Ketchikan, Alaska 99901

Yukon-Kuskokwim Correctional Center
1000 Chief Eddie Hoffman Hwy
Bethel, Alaska 99559

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 department is looking to establish a mandatory use contract to cover the requirements of warewashing (mechanical and manual), laundry and janitorial chemical compounds at various correctional facilities statewide on an as-needed basis. Also covered under this solicitation is the furnishing, installation and maintenance of dispensing equipment.

It is also the intent of this ITB to describe primarily the general type and performance criteria for products. Specific composition of the products and dispensing or dilution ratios shall be based upon the manufacturer's recommended parameters. It will be the responsibility of the successful bidder to adjust products and dispensing ratios throughout the contract term to achieve the desired result (a physically clean and sanitary product). The department's intent is to allow the contractor to provide a customized cleaning program at each facility that results in a finished product at the lowest cost possible.

NOTE: The individual item description and specifications provided in the Bid Schedule are representative of the type and quality of product that the Department of Corrections requires. Minor deviations to the specifications will be reviewed during the evaluation process and will either be accepted as such or will be rejected. Bidders are encouraged to provide items that are similar to these specs. The department will consider all similar options; however it will be the department's ultimate decision as to what is selected.

DISPENSING EQUIPMENT

All specified dispensers and related equipment shall be delivered, installed, and if required, removed at no additional cost to the State, on the units listed herein. Each facility (and any facility added to this contract in the future) reserves the right to require the contractor to install additional equipment should circumstances or volume of business warrant, or when additional/new machines are installed.

The dispensing units will remain the property of the contractor. Parts books and maintenance manuals may be provided at the same time the equipment is delivered, however maintenance shall be performed by the contractor. There will be no additional cost for parts books or maintenance manual (if provided.)

All arrangements for delivery and installation shall be made within ten (10) days after receipt of a Delivery Order unless a delay is requested by an individual facility. Arrangements are to be made at each facility with the designated agency contact person listed on the Delivery Order.

If there is currently equipment installed at a particular facility that does not belong to the successful bidder, the successful bidder will coordinate with the facility and the previous contractor to ensure equipment installation is done to assure the facility can function with uninterrupted service.

Dispensers for the laundry and warewashing shall have the capability to automatically dispense different concentrations of detergents and related chemicals based upon what cycle the washing machines are set to. These dispensers shall also have the ability to log which cycle is chosen for every load, how much chemical is dispensed per load, and how many total loads or racks have been washed. For the janitorial chemicals, the dispensers shall distribute a pre-determined amount of chemical based on what size of container the chemical is being diluted into.

These dispensers shall also log how many times the chemical is dispensed and how much chemical was dispensed for every time. For those chemicals that are not diluted but are dispensed, the dispenser shall also log how many times the chemical was dispensed and how much chemical was dispensed.

DISPENSED PRODUCT AMOUNTS

It is the bidder's responsibility to contact the facilities and evaluate their equipment, water temperature, water conditions, etc. to determine what amount of their products are needed to get the laundry and/or kitchen ware clean. If, after system and products are in place, the facility is not satisfied with the results, the contractor will adjust the products being used and arrange for pick up and credit of any products that will no longer be used. If product modifications are necessary to get the laundry and/or kitchen ware clean, the cost per load price will not change from the cost per load amount originally bid.

LAUNDRY WASH QUALITY

Wash shall be cleaned and sanitized in such a way that no excess linen damage occurs; laundry chemicals shall have no adverse impact on wash. Wash shall be visibly white, and colors shall be bright.

MISREPRESENTATION

The suitability of products and services offered will be reviewed and analyzed. The amount of product required to perform effectively will be monitored in conjunction with the cost per load amount bid. If it is determined by the Procurement Officer that the products provided have been misrepresented or do not meet specifications a more effective item may be substituted at the same or lower cost, or the contract may be canceled.

By signature on this ITB the bidder certifies that the number of product ounces indicated represents an accurate estimate of the amount of product needed to perform effectively to the requirements specified in this ITB and to meet the specific conditions of the individual facilities.

SEC. 2.11 SERVICE SCOPE OF WORK

Full service is required for all dispensing equipment listed in this ITB for the life of the resulting contract. For the purpose of this contract, full service means all service, repair, parts, and maintenance necessary to keep the equipment operating in a manner that meets the manufacturer's published performance specifications.

SERVICE RESPONSE TIME

The resulting contract will require that a service technician be available, on call, 8 hours per day, 5 days per week. The maximum service response time is 48 hours for location groups 1, 2, and 4. This means that the service technician must be at the machine, ready to fix it, within no more than 48 hours from the time the correctional facility places the service call. For group 3, the maximum service response time is 120 hours. The contractor must make arrangements that permit correctional facility to contact the service technician. If the contractor elects to cover the service requirement using the HOT SPARE OPTION set out herein, the substitute piece of equipment must be installed and operable within no more than 48 hours OR 2 days from the time the correctional facility places the service call.

HOT SPARE OPTION

As an alternative to repairing the equipment on-site, the contractor may substitute a piece of equipment of equal or greater performance capability and repair the equipment off-site. If the equipment is taken off-site for repair it must be repaired and placed back in service at its original location within no more than 2 working days. The total cost for service mentioned above must be included in the bid price offered for each facility.

SERVICE CHARGES

Regardless whether the contractor repairs equipment on-site or off-site, the State will not be liable for any charges associated with the repair of non-operating equipment, including, but not limited to, unhooking, disassembly, packaging, crating, repair, transportation, replacement, reassembly, or rewiring.

PARTS

Only parts designed for the purpose they are being used, and warranted as new, may be used in the repair of the equipment.

ACCESSORIES

When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the State will cause the State to consider the bid non-responsive and reject the bid.

SERVICE TECHNICIAN QUALIFICATIONS

Bidders must provide evidence that the person(s) performing the service work is competent and has sufficient training or experience to effectively service the equipment identified in this ITB.

Acceptable evidence of the service technician's competence may take any of several forms but, whatever the form, it must directly relate to the type of equipment identified in this ITB. Some examples are set out below.

- Certification from a manufacturer that the service technician can provide manufacturer's authorized warranty service. At least three (3) years of satisfactory service and repair experience. If this form is used, the bidder must provide a list of at least two (2) service and repair customers who will substantiate the claim. The list must identify the customer's name, address, telephone number, the month and year of the work, and the brand name and model of the equipment.

Further, the bidder must agree that the procurement officer is free to contact the customers named on the list to obtain repair and service performance information from them. The procurement officer will determine, from the evidence furnished by the bidder and information obtained from the customers, if the service technician possess sufficient satisfactory experience to service and repair the equipment identified in the ITB.

- A diploma from a trade or technical school which indicates that the service technician has successfully completed appropriate training.
- The bidder may contract with a service technician who is certified by the manufacturer to provide manufacturer's authorized warranty service.
- Other similar evidence that proves the service technician's competency may be considered.

The State reserves the right to make the final determination as to the acceptability of the evidence.

The bidder's failure to provide the evidence mentioned above, within the time required by the State, may cause the State to consider the bid non-responsive and reject the bid.

IN-SERVICE TRAINING

The successful bidder(s) is required to provide in-service training upon installation of the dispensing systems. If requested, the successful contractor shall conduct additional training sessions up to four (4) additional times per contract year, at each individual facility. Training may consist of a structured program, film or other State approved substitution demonstrating the proper operation of laundry and/or warewashing machines and dispensers, including the proper sorting of soiled linens, specialized handling procedures and daily machine clean-up procedures. At correctional facilities, inmates may be permitted to attend training sessions at the State's request. Training shall be provided at no additional cost.

COMPLETION OF SERVICE

The service will not be complete, and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications.

WORKMANSHIP & MATERIALS

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

SEC. 2.12 SERVICE SPECIFICATIONS

The successful bidder shall furnish with the bid, a list of service personnel available to service the departmental facilities. The address, area to be covered, and telephone number of each service person shall be given. The contractor will also provide a key contact for dealing with contractual issues as they arise. The ability to provide proper service for all correctional facilities locations may be a factor in determining award of a contract.

INSTALLATION

The contractor shall retain title and control of all dispensing equipment throughout the term of the contract. The department will use the dispensing equipment during the term of the contract at no additional cost to the State.

Contractor will be responsible for delivery, installation, service, and removal of all dispensing equipment.

At the time of installation, the contractor will be responsible for all setup and complete operating condition of equipment.

Contractor will be responsible to connect the dispensing equipment to the State-owned laundry, warewashing, and general janitorial equipment.

The department will be responsible for installation of all electrical and water utilities to the point of the contractor provided equipment.

During installation, and throughout the term of the contract, contractor will provide current Material Safety Data Sheets (MSDS) for each chemical compound provided to the State. Contractor will assure that the MSDS is displayed prominently near all relevant equipment.

PREVENTATIVE MAINTENANCE

Contractor shall provide for service calls to be made by technically trained personnel to each correctional facility. A minimum of one preventative maintenance service call per three-month period shall be made to each facility. Monthly preventative service calls are acceptable, but the State does not intend for the contractor to increase contract costs for monthly travel to remote facilities.

The contractor shall give two (2) days prior notice to correctional facility staff when scheduled service calls are to be made unless such service calls are sufficiently routine as to occur at the same time each month or quarter. This provision is necessary to assure that the presence of the proper institutional personnel while the service representative is visiting the institution.

The service technician will provide the correctional facility staff with a copy of their written report for each preventative maintenance call. Listing the services performed and any recommendations that might be made. This report must be signed by a correctional facility staff person. In addition, the contractor will send on at least a three-month basis, one (1) copy of the signed service report to the Department of Corrections Contracting Officer. Failure of the contractor to submit these facility reports shall be cause for the cancellation of the contract and may eliminate the contractor's responsiveness for future solicitations.

At each service call, it shall be the contractor's responsibility to inspect and properly maintain all dispensing equipment. The technician will inspect dispensing equipment during the operation of state-owned equipment to ensure that the equipment is functioning properly, including all mechanical parts, gauges, valves, nozzles, etc. The technician will also make necessary adjustments to dispensing equipment for optimum operation, check compounds or solutions for concentration and temperature, and make recommendations for alternative compounds or solutions if the current configuration is not cost efficient or does not provide a physically clean or sanitary end-product.

TRAINING

At each service call, the technician will instruct correctional facility staff (and inmates if requested) in the proper use of the equipment and dispensing equipment, operator initiated emergency line and pump repairs, as well as the materials used therewith, to the end that the highest degree of performance may be achieved.

EMERGENCY SERVICE

Emergency service calls shall be made within 24 hours after notification.

SERVICE SCHEDULE

The successful bidder shall supply, at no additional cost to the State, adequate experienced personnel capable of and devoted to providing effective and efficient service as required to accomplish the requirements specified in this ITB.

- Service shall be provided at least once every 90 days at all Department of Corrections' facilities located within the Anchorage area (including Eagle River, Palmer, Sutton, Kenai, Wasilla and Seward), Fairbanks and Juneau. At no extra cost, individual facilities may set their own requirements for more frequent service arrangements (weekly, bimonthly, etc.).
- Service for facilities located in outlying areas (Nome, Bethel and Ketchikan) shall be provided at least once every 120 days and the costs associated with these regular scheduled maintenance visits is to be included in the price of products purchased. Should it be necessary for these outlying facilities to place unscheduled service calls the contractor will be allowed to bill for actual airfare costs. To receive reimbursement the

contractor must submit a copy of the airfare ticket with their invoice. No charges other than coach class airfare will be reimbursed.

SERVICE REPORTS

All service provided under the contract resulting from this ITB 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 which are improperly done will be reworked by the contractor, at the contractor's risk and expense. Service shall include maintenance and calibration of the dispensing mechanisms and completion of service reports in a format like that prescribed in the attached sample. The completed report shall be delivered to the designated personnel of each individual facility.

For the Department of Corrections facilities, at the time of service, the service representative will run a computer printout from the dispensing units. The completed report and printout shall be delivered to the designated personnel of each individual facility. A copy of all Department of Corrections reports are to be forwarded or emailed to the procurement officer.

SERVICE CALL RESPONSE TIME

A service technician shall, at no additional cost to the State, be available to make emergency repairs on the dispensing equipment. It shall be considered an emergency with service required if the dispensing equipment is either not feeding the machine or is over-feeding the machine. Emergency service shall be provided at the Department of Corrections' facilities according to the following schedule:

- within four (4) hours after notification to all facilities in Anchorage, Eagle River, Palmer, Wasilla
- within 24 hours to those facilities in Seward, Kenai, and Fairbanks; and
- within 48 hours to those facilities in Ketchikan, Bethel and Nome.
- Juneau shall require a four-hour telephone response to trouble shoot problems and direct laundry personnel as to solutions.
- If trouble shooting activities are successful by telephone, the requirement for a technician on-site may be waived at the facility's discretion. If trouble shooting activities are not successful by telephone, a service technician shall be available on-site immediately following the next available flight. The successful bidder shall be required to stock adequate supply of replacement parts to aid in repairs and assure a minimum amount of downtime.

No labor or travel (other than allowed above) costs will be borne by the Department of Corrections.

LAUNDRY SERVICE / INSTALLATION

SERVICE REQUIREMENTS: During service calls the service technician shall, at no additional cost to the State, perform the following minimum checks:

1. Determine by chemical means the concentration of the wash solution being used during the washing operation. If incorrect, dispensing equipment shall be adjusted to maintain proper concentration.
2. Inspect all machines and related equipment for defects or malfunctions and make any minor repairs and adjustments as necessary. If major irregularities are observed, they shall be reported to the facility's designated personnel.
3. Check and regulate the temperature of all wash and rinse solutions with an accurate thermometer.

4. Check all quick action valves and solenoid valves for proper functioning.
5. Inspect samples of all types of linens and clothing.
6. Check the drain valve and plumbing.
7. Inspect the by-pass action, the overflow action and the balance of the machine.
8. Inspect the pump and motor.

LAUNDRY EQUIPMENT REQUIREMENTS

All dispensing equipment shall be provided by the successful bidder. In addition, the State will not be responsible for any costs associated with the installation of the dispensers. Dispensing equipment described herein shall be provided to all facilities that do not match the following equipment specifications. At no additional cost to the State, all dispensing equipment shall be replaced promptly once signs of wear become apparent (during the life of the contract). If damage occurs to the dispensing units and the Department of Corrections or inmates are at fault, the contractor will fix the unit and then may bill the Department of Corrections for the repair.

The successful bidder shall provide where appropriate single (1), double (2) or triple (3) product automatic dispensing unit for liquids or solids for each machine that is able to be fully automated.

◆ DISPENSER EQUIPMENT SPECIFICATIONS

Each product dispenser shall meet the following minimum requirements:

1. **CABINETS:** Shall be of stainless steel construction and shall be equipped with a working lock. Vendor is to supply the facility with a locking cabinet(s) for the containers of laundry chemicals so that unauthorized staff or prisoners cannot access chemicals or calibration adjustments.
2. **POWER:** Shall be 115 to 230 VAC. Power shall come directly from the laundry machine to the dispenser. For liability reasons, power shall not feed directly from a wall outlet. Power shall meet all local and State electrical codes. All wiring shall be concealed in water-tight conduit.
3. **PUMPS:** Shall be peristaltic, self-priming and self-checking so there is no flow-back of chemical. Pump housing shall be of a clear non-glass material to facilitate operator inspection.
4. **BLEACH DEFEAT:** Dispenser shall have the capability of "defeating" the bleach (for delicate loads, etc.) and automatically resetting itself.
5. **ALTERNATE FORMULA DEFEAT SWITCH:** Required to permit the operator to press a switch when there is a "reject" or hard-to-clean load. The dispenser shall automatically reset itself after the wash is complete.
6. **PUMP DELAYS:** Dispenser shall be equipped with a delay capability for the purpose of controlling chemical disbursement.
7. **VARIABLE PROGRAMMABLE DISPENSER:** The Commercial Laundry product dispenser will have electronic monitoring system that will provide reports and inventories statements. The dispenser will interact with the washing machine's programming to regulate how much detergent is dispersed based on the type of load being washed. For example, if a preprogrammed number is entered on the washing machine indicating that the load is all dishes, the programmable dispenser would only allow 2 ounces of detergent to be dispersed. If a preprogrammed number is entered on the washing machine indicating that the load is heavy soiled pots and pans, the programmable dispenser would allow 6 ounces of detergent to be dispersed, etc.

8. REPORTS: Dispenser shall have the capability of providing a digital report that explains the following:

1. number and type of wash loads,
2. a breakdown of chemical concentration per type of wash load, and
3. water usage.

The following list represents the different types of machines at each Department of Corrections' facility:

DEPARTMENT OF CORRECTIONS LAUNDRY MACHINE - ESTIMATED USAGE INFO.				
LOCATION	QTY	TYPE	SIZE (LBS)	DAILY LOAD
ANCHORAGE CC (EAST)	2	Unimac Reliance UW125PVQU5001	125	20
ANCHORAGE CC (EAST)	1	Unimac Reliance UW35PVQU5001	35	10
ANCHORAGE CC (WEST)	2	B&C HP-65-202	60	50
ANVIL MOUNTAIN CC	2	Continental Girbau EH020PA10241220010	20	24
ANVIL MOUNTAIN CC	1	Continental Girbau RMG070P3102111001	70	22
FAIRBANKS CC	3	Unimac UWN060T3VXU3001	60	45
GOOSE CREEK CC	1	Speed Queen stackable washer/dryer SPQLTEE5ASP155TW01	15	10
GOOSE CREEK CC	1	Unimac UWN60T3VRU1001	60	14
GOOSE CREEK CC	20	Whirlpool WTW5000DW1	20	1100
GOOSE CREEK CC	3	Unimac UWN150T3VRU2001	150	42
HILAND MOUNTAIN CC	1	Unimac UWN065T4V	65	10
HILAND MOUNTAIN CC	1	B&C HP60E2-4SANN-ABA	60	10
KETCHIKAN CC	2	Unimac UCN040	40	8
LEMON CREEK CC	2	Unimac UWN065T4VX4001	65	60
LEMON CREEK CC	1	Unimac UWN035V3XU3001	35	30
LEMON CREEK CC	1	GE WBVH5300K0WW	20	3
LEMON CREEK CC	1	Crosley X10740619	20	3
LEMON CREEK CC	1	Crosley CAW12444DW1	20	4
MATSU PRETRIAL FACILITY	1	Commercial Washer HCT040QNOF	40	15
MATSU PRETRIAL FACILITY	1	Commercial Dryer HTO50NN	50	15
PALMER CC	18	Whirlpool WTW5005KW0	15	270
PALMER CC	1	Unimac UW60PVQU5005	60	4
PALMER CC	2	Unimac UWN065T4VXU4001	60	8
POINT MACKENZIE CF	6	Roper RTW4516FW2	20	15
POINT MACKENZIE CF	2	Whirlpool WTW5000DW1	20	15
POINT MACKENZIE CF	1	Whirlpool WET4027EWD	20	15
POINT MACKENZIE CF	2	Whirlpool WTW4815EW1	20	15
POINT MACKENZIE CF	1	Whirlpool WTW4800XQ4	20	15
POINT MACKENZIE CF	1	Speed Queen LWN432SP115TW01	20	15
SPRING CREEK CC	1	Alliance UW60AVNU80002	60	5
SPRING CREEK CC	1	Unimac UW65PN4	65	5
WILDWOOD CC	2	Milnor 30022TSE SN 0201196101 & 0602835901	50	70
WILDWOOD CC (Pretrial)	2	Milnor 30015M4T SN AAP7167001 & AAS7348401	35	70
WILDWOOD CC	8	IPSO IWF014	14	144
WILDWOOD CC (Transitional)	3	Speed Queen LTSA9	18	54
YUKON KUSKOKWIM CC	1	Unimac UW35B20U8001	35	5
YUKON KUSKOKWIM CC	2	Unimac UNIMACUWB207001	45	10
TOTAL				2230

WAREWASHING SERVICE / INSTALLATION

SERVICE REQUIREMENTS: During service calls the service technician shall perform the following minimum checks:

1. Clean the wash manifold arms and sprays of all obstructions and leave arms and sprays so that they may be easily removed for cleaning.
2. Inspect samples of all types of eating utensils, dishes, pots and pans, etc.
3. Inspect for machine liming. Ensure that kitchen workers know how to look for and treat lime deposits to make sure that machine interior is free of mineral and scale build-up.

In the event any Department of Corrections' rinse injectors deteriorate beyond repair, the successful contractor shall replace such units at no charge or cost to the Departments.

WAREWASHING EQUIPMENT REQUIREMENTS

All dispensing equipment shall be provided by the successful bidder. In addition, the State will not be responsible for any costs associated with the installation of the dispensers. Dispensing equipment described herein shall be provided to all facilities that do not match the following equipment specifications. At no additional cost to the State, all dispensing equipment shall be replaced promptly once signs of wear become apparent (during the life of the contract). If damage occurs to the dispensing units and the Department of Corrections or inmates are at fault, the contractor will fix the unit and then may bill the Department of Corrections for the repair.

The successful bidder shall provide where appropriate single (1), double (2) or triple (3) product automatic dispensing unit for liquids or solids for each machine that is able to be fully automated.

◆ DISPENSER EQUIPMENT SPECIFICATIONS

Each product dispenser shall meet the following minimum requirements:

1. **CABINETS:** Shall be of stainless steel construction and shall be equipped with a working lock. Vendor is to supply the facility with a locking cabinet(s) for the containers of laundry chemicals so that unauthorized staff or prisoners cannot access chemicals or calibration adjustments.
2. **POWER:** Shall be 115 to 230 VAC. Power shall come directly from the laundry machine to the dispenser. For liability reasons, power shall not feed directly from a wall outlet. Power shall meet all local and State electrical codes. All wiring shall be concealed in water-tight conduit.
3. **PUMPS:** Shall be peristaltic, self-priming and self-checking so there is no flow-back of chemical. Pump housing shall be of a clear non-glass material to facilitate operator inspection.
4. **BLEACH DEFEAT:** Dispenser shall have the capability of "defeating" the bleach (for delicate loads, etc.) and automatically resetting itself.
5. **ALTERNATE FORMULA DEFEAT SWITCH:** Required to permit the operator to press a switch when there is a "reject" or hard-to-clean load. The dispenser shall automatically reset itself after the wash is complete.
6. **PUMP DELAYS:** Dispenser shall be equipped with a delay capability for the purpose of controlling chemical disbursement.
7. **VARIABLE PROGRAMMABLE DISPENSER:** The Commercial Laundry product dispenser will have electronic monitoring system that will provide reports and inventories statements. The dispenser will interact with

the washing machine's programming to regulate how much detergent is dispersed based on the type of load being washed. For example, if a preprogrammed number is entered on the washing machine indicating that the load is all towels, the programmable dispenser would only allow 2 ounces of detergent to be dispersed. If a preprogrammed number is entered on the washing machine indicating that the load is heavy soiled rags, the programmable dispenser would allow 6 ounces of detergent to be dispersed, etc.

8. REPORTS: Dispenser shall have the capability of providing a digital report that explains the following:

1. number and type of wash loads,
2. a breakdown of chemical concentration per type of wash load, and
3. water usage.

The following list represents the different types of machines at each Department of Corrections' facility:

DEPARTMENT OF CORRECTIONS KITCHEN MACHINE - ESTIMATED USAGE INFO.			
LOCATION	QTY	TYPE	DAILY LOAD
ANCHORAGE CC (EAST)	1	Stero SCBT-23D	165
ANCHORAGE CC (WEST)	1	Hobart CRS66A	330
ANVIL MOUNTAIN CC	1	Hobart AM15	69
FAIRBANKS CC	1	Hobart CL64E / SN 85-1082771	157
GOOSE CREEK CC	2	Hobart Fliteline FT900D	750
HILAND MOUNTAIN CC	1	Hobart CLPS76E	167
KETCHIKAN CC	1	Jackson Tempstar W670	31
LEMON CREEK CC	1	Stero SCT76SM	127
MATSU PRETRIAL FACILITY	1	American Dish Service ADC44 SN RH8365	54
PALMER CC	1	Hobart AM15 Model# 130038	120
PALMER CC	1	Stero Model# ER-765c	180
POINT MACKENZIE CF		Currently no dishwasher	
SPRING CREEK CC	3	Hobart AM151	271
WILDWOOD CC (Pretrial)	1	Hobart AM15	77
WILDWOOD CC	1	Stero SCT76S SN 79916-3-19	77
WILDWOOD CC (Transitional)	1	Hobart SR24H	77
YUKON KUSKOKWIM CC	1	Hobart AM15BLT	103
TOTAL			2755

MISCELLANEOUS JANITORIAL CLEANING CHEMICALS EQUIPMENT REQUIREMENTS

- ◆ **DISPENSERS:** Dispenser units are required to accommodate products that are automatically or manually dispensed. Dispensers will all be supplied, maintained, and remain the property of the contractor. If damage occurs to the dispensing units and the Department of Corrections or inmates are at fault, the contractor will fix the unit and then may bill the Department of Corrections for the repair. Each dispenser shall meet the following minimum requirements:

1. **CABINETS:** Shall be of stainless steel construction wherever possible, and shall be equipped with a working lock. Vendor is to supply the facility with a locking cabinet(s) for the containers of chemicals so that unauthorized staff or prisoners cannot access chemicals or calibration adjustments.
2. **MISCELLANEOUS JANITORIAL CHEMICAL DISPENSERS:** These dispensers must be hooked up to a water source and automatically mix chemicals to proper concentrations before dispensing. This includes floor cleaner, window cleaner, degreaser, bathroom cleaner, etc. This unit must
3. **POWER:** Shall be 115 to 230 VAC. Power shall come directly from the control panel to the dispenser (if necessary). Power shall meet all local and State electrical codes. All wiring shall be concealed in water-tight conduit.
4. **PUMPS:** Shall be peristaltic, self-priming and self-checking so there is no flow-back of chemicals. Pump housing shall be of a clear non-glass material to facilitate operator inspection. Or manual hand pumps if applicable.
5. **SOLENOID:** Dispenser shall have built-in solenoids for the injection of the various types of chemicals.
6. **SENSORS:** Shall be within the dispenser to warn the operator that the product is depleted.
7. **CONTAINER:** One liter or one quart capacity, sturdy plastic, with mist/steam spray attachment and trigger handle.

SEC. 2.13 F.O.B. POINT

The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska to state correctional facilities listed in this ITB. 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 to all locations is to be included in the bid price. No additional charges for shipping and delivery will be allowed.

SEC. 2.14 INVENTORY

Offeror shall be able to maintain a sufficient inventory to supply the needs of the department. In the event that the successful contractor experiences supply chain issues at the beginning of the contract term, the successful contractor will have a 90-day grace period to source the materials after the award of the contract. During this time, the state reserves the right to source materials from other vendors.

Products offered are not required to be produced in the USA but is preferred. The successful contractor can source the materials and supplies outside the USA as long as they meet the minimum item specifications described in this ITB.

SEC. 2.15 SHIPPING DAMAGE

The state will not accept or pay for damaged or expired 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 or expired goods are received. The state will deduct the cost of the damaged or expired goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

SEC. 2.16 DELIVERY TIME

The successful contractor shall assure complete delivery of all items within thirty – forty-five (30-45) calendar days after a Delivery Order or Purchase Order is issued by the ordering facility. Indicate in the section provided under Bid Schedule the time required to make delivery after the receipt of an order. Failure to declare delivery time in this manner indicates that the offeror will adhere to deliver within **30-45** calendar days after the receipt of an order. Bids that specify deliveries in excess of **30-45** calendar days after the receipt of an order may be considered non-responsive and the bids will be rejected. This processing time shall remain constant throughout the life of the contract unless unforeseen circumstances arise. It shall be the contractor's responsibility to notify the requesting facility of any unforeseen circumstances i.e., late delivery, raw material delays, insufficient stock items, low production, etc.

SEC. 2.17 DELIVERY CONFIRMATION & ARRANGEMENTS

The successful contractor will provide a delivery confirmation notification with the estimated delivery date to the ordering locations as available. It shall be the responsibility of the successful contractor to make all final destination delivery arrangements.

SEC. 2.18 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for proving 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. 2.19 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. 2.20 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. 2.21 CONTRACT PRICE ADJUSTMENTS

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

Initial contract price shall remain firm through January 31, 2025.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date, and no more than once per contract renewal term. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a price adjustment 30 days prior to the contract renewal

date, the adjustment will be effective 30 days after the adjustment has been evaluated and approved by the Procurement Officer.

Lot 1 (Laundry): Maximum price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Commodity Group: Soap and other detergent manufacturing-Commercial, industrial, and institutional laundry detergents, Series ID: PCU32561132561112. The percentage difference between the PPI issued for February 2024 and the PPI issued for each February of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. Only final PPI data will be used to adjust contract pricing.

Lot 2 (Warewashing): Maximum price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Commodity Group: for Soap and other detergent manufacturing-Commercial, industrial, and institutional dishwashing detergents, Series ID: PCU32561132561113. The percentage difference between the PPI issued for February 2024 and the PPI issued for each February of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. Only final PPI data will be used to adjust contract pricing.

Lot 3 (Misc. Janitorial): Maximum price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Commodity Group: Soap and other detergent manufacturing-Commercial, industrial, and institutional scouring cleaners, Series ID: PCU32561132561118. The percentage difference between the PPI issued for February 2024 and the PPI issued for each February of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. Only final PPI data will be used to adjust contract pricing.

In the event price adjustment exceeds the PPI percentage difference, the successful contractor shall provide to the procurement officer clear and convincing evidence, satisfactory to the State, that all of the following conditions exist:

1. The increase is the result of increased costs at the manufacturer's level and not costs under the contractor's control, and that.
2. The increase will not produce a higher profit margin for the contractor than that on the original contract, and that.
3. The increase affects only certain items that are clearly identified by the contractor.

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. 2.22 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. 2.23 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. 2.24 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. 2.25 SERVICE CONTRACT DEFICIENCIES

The contractor's failure to provide a 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 5 working days from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-day period, it will be grounds for the state to declare the contractor in default.

SEC. 2.26 MANDATORY REPORTING

The contractor must provide an annual usage report to the procurement officer in an electronic format (Excel). The report shall contain at least the following information: purchasing entity, item numbers and description of items and/or services purchased, quantity, date of purchase, and contract price.

This report is due within 30 days before or not later than 30 days after the end of the state's fiscal year or June 30th. The contractor's failure to provide this report as required may result in contract default action.

Reporting Period: State's Fiscal Year is: *July 1st through June 30th*

SEC. 2.27 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 2.28 SECURITY & PERSONNEL CHECK

VEHICLE AND PERSONNEL CHECKS REQUIRED: All vehicles and personnel will be subject to identification and/or search in accordance with State law. No weapons, drugs, alcoholic beverages, or other items considered contraband will be permitted inside institution boundaries. Violators will be subject to prosecution under State law. Contractor will insure that only licensed drivers shall make deliveries.

SECURITY: Security at all Alaska correctional facilities is the first priority. Contractors can expect delays in conducting business within the facility and/or its grounds. "Contractor" is defined as: delivery personnel, couriers, or service providers. Prisoner counts, emergencies of any type, prisoner movement, other deliveries, or other factors may delay or restrict contractor entry or movement within the perimeter. Security staff will facilitate contractors in conducting their business, but contractors must at all times respect security staff instructions. Contractors must follow all lawful instructions and directives of any staff member while on facility grounds. The State will at all times retain the exclusive right to restrict contractor access to the facility, or portions of the facility, for any reason.

Contractors must at all times have in their possession a valid Alaska Driver's License or State provided identification card and be prepared to provide it to any staff whenever requested. Contractors must never leave their tools or personal effects unattended or unsecured. Knives, cellular telephones, toxic/hazardous chemicals, alcohol, tobacco, drugs and paraphernalia, weapons of any kind, and explosives are prohibited at all times. All other items (i.e. tools, repair parts, cameras, paperwork, boxes) entering the facility are subject to inspection and must be approved by security staff. Contractor tools and other items may be inventoried upon entering and exiting the facility. Giving prisoners access to driver's licenses, credit cards, telephone numbers, family pictures, etc. is a breach of security. Contractors must fully cooperate with facility staff to prevent escape, sabotage, assault, any disturbance, or the importation of contraband. There is no confidentiality when it comes to security at one of the correctional facilities. Information regarding impending riots, escape plans, assaults, and other such matters that come to you in what would otherwise be considered a confidential exchange must be passed on to security staff immediately. To withhold information such as this could endanger you and others as well as lead to criminal charges. Nothing within this section limits a specific facility's superintendent or security staff member from modifying or imposing alternate security requirements for contractors and their staff.

SECURITY CHECK: All personnel (both Contractor and Subcontractors) will be required to undergo a security check prior to commencement of work. A mandatory security briefing will be provided to the contractor staff prior to start of on-site work.

1. The contractor will complete a Request for Clearance form to submit to the facility security staff for review at least 48 hours prior to commencement of work. The form requires the following information from each person working on site:

- a. Full name.
- b. Residence address.
- c. Telephone Number.
- d. Date of birth.
- e. Social Security Number.
- f. Valid driver's license and state of issue, or other photo identification bearing social security number.
- g. The names of any relatives, friends or acquaintances that are currently incarcerated within the facility.

2. The security check will look for recent or frequent past convictions or for outstanding warrants. Security staff reserve the right to disqualify anyone from access to the work site. A past conviction will not automatically disqualify.

3. Once a Request for Clearance has been approved and is on file it is not necessary for the contractor to complete a new form each time they request to enter the facility grounds. See SEC. 6 Attachments.

PERSONNEL ACCESS:

1. Access to the work site, which is within a correctional facility, will be monitored and controlled by the Department of Corrections in order to prevent importation of contraband and escape of inmates. At no time will contractor staff enter areas of the facility that are off-limits to them, nor drive vehicles along the perimeter fence or other unauthorized areas unless directed to do so by security staff.

2. Contractor staff will report to the visitor's reception area at the beginning of each shift to obtain their identification badge or visitor's badge and sign in on the contractor's log. At the end of each shift, contractor staff will return their badges to this area and sign out of the contractor's log. If workers leave the compound at lunch, they will all leave at the same time. Contractors should encourage their staff to bring a lunch and to eat within the designated work area or cafeteria.

3. Contractors, Subcontractors, Employees may be denied access or be removed from the facility for the following reasons:

- a. Contractors or workers that are incompetent, careless or otherwise detrimental to the work or the security of the facility.
- b. Security requirements.
- c. Disruptive, abrasive, and/or argumentative conduct.
- d. Being under the influence of Alcohol, Drugs and/or any substance that is considered contraband by the Facility (including use of Tobacco Products).
- e. Refusal to submit to search of personal property/belongings or themselves.
- f. Health problems.
- g. Failure to show proper identification.
- h. Failure to follow the direction of Correctional Officers and/or staff members.
- i. Having any unauthorized contact or interaction with inmates.
- j. Failure to pass security check.
- k. Failure to secure tools and work areas. (If no personnel are physically present in the work area, the work area and/or tools must be secured prior to leaving the area.)

VEHICLE ACCESS:

1. No privately-owned vehicles may enter inside the security fence without approval of the DOC on-site security staff member. Contractor vehicles can be parked in the employee/visitor parking lot outside the security fence and must be locked at all times.
2. Authorized work vehicles, i.e. job site trailers and trucks may be left inside the fence in a location IF they can be secured and upon the approval of security staff.
3. Privately owned and/or contractor vehicles are prohibited from entering unauthorized areas unless directed to do so by security staff.

TOOL CONTROL:

1. Do not leave prisoner-accessible work areas unattended without first removing or securing all tools and objects which would be considered contraband.
2. At the end of each workday, remove all tools and equipment from inmate-accessible work areas and store them within locked cabinets, locked containers, or locked storage trailers.

3. Maintain written inventory of tools and equipment daily. Tools and equipment which cannot be accounted for at the end of each workday shall be brought to the immediate attention of a security staff member.

CONTRABAND:

The mailing, bartering, introducing, exchanging or buying of items between inmates and contractors or their employees is strictly prohibited without the written consent of the Superintendent of the facility. The following quotes are from Alaska Statutes and are provided so as to inform the CONTRACTOR.

Title 11 -Alaska Statutes, Section 11.56.375, Promoting contraband in the first degree.

- a. A person commits the crime of promoting contraband in the first degree if the person violates AS 11.56.380 and the contraband is:
 - 1) a deadly weapon or a defensive weapon;
 - 2) an article that is intended by the defendant to be used as a means of facilitating an escape; or
 - 3) a controlled substance
- b. Promoting contraband in the first degree is a class C felony.
- c. A person commits the crime of promoting contraband in the second degree if the person:
 - 1) introduces, takes, conveys, or attempts to introduce, take, or convey contraband into a correctional facility; or
 - 2) makes, obtains, possesses, or attempts to make, obtain, or possess anything that person knows to be contraband while under official detention within a correctional facility.
- d. Promoting contraband in the second degree is a Class A misdemeanor.
 - 1) Effective August 26, 1999, contraband includes tobacco products.

AS 11.56.390, definition:

In AS I 1.56.300-11.56.390, "contraband" means any article or thing which persons confined in a correctional facility are prohibited by law from obtaining, making, or possessing in that correctional facility."

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. Name of Business & Address
2. DOC Contract Number
3. Contact Info to include email
4. List of items purchased
5. Costs

Invoices must be billed and sent directly to the ordering agency's address shown on the individual Delivery Order or Purchase 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.

Separate invoices shall be provided by the contractor for each purchase transaction by each institution. The contractor shall not combine purchase transactions or institutions on a single invoice.

A copy of packing slip or receipt form shall accompany all deliveries. The Contractor's delivery personnel shall be responsible for having orders checked in and receipt form signed by designated employees of the State of Alaska. The state will not be responsible for payment on products for which the Contractor's driver or delivery personnel has not obtained a signed receipt form, at the time of delivery, from a designated state employee.

SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

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

SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Third party agreements are not allowed.

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

Brand of Product Changes

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

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

SEC. 4.08 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 by lot to the lowest responsive and responsible bidder. There are **3 (three)** lots. In order to be considered responsive for a lot, bidders must bid on all items within that lot.

SEC. 4.13 NOTICE OF INTENT TO AWARD

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 5.02 AUTHORITY

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

SEC. 5.03 COMPLIANCE

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

SEC. 5.04 SUITABLE MATERIALS, ETC.

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

SEC. 5.05 SPECIFICATIONS

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

SEC. 5.06 ORDER DOCUMENTS

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

Day to day ordering is the responsibility of the ordering institution.

SEC. 5.07 HUMAN TRAFFICKING

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

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

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

SEC. 5.08 RIGHT OF REJECTION

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

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

Minor informalities that:

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

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

may be waived by the procurement officer.

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

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

SEC. 5.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.10 DISCLOSURE OF BID CONTENTS

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

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

SEC. 5.11 ASSIGNMENTS

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

SEC. 5.12 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.13 DEFAULT

In case of default by the contractor, for any unforeseen reason, the state may procure the goods or services from another source if needed. We must have the ability to go elsewhere if needed.

SEC. 5.14 DISPUTES

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

SEC. 5.15 SEVERABILITY

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

SEC. 5.16 CONTRACT CANCELLATION

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

SEC. 5.17 GOVERNING LAW; FORUM SELECTION

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

SEC. 5.18 SOLICITATION ADVERTISING

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

SEC. 5.19 QUALIFIED BIDDERS

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

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

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

SEC. 5.20 FEDERALLY IMPOSED TARIFFS

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

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

SEC. 5.21 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

- 1) Alaska Bidder Preference Certification Form
- 2) Conflict of Interest Statement
- 3) Request for Clearance
- 4) Bid Schedule (Excel)



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: CLICK OR TAP HERE TO ENTER TEXT.

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1.	2.
3.	4.
5.	6.

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

☐ YES ☐ NO

If **YES**, enter your current **Alaska business license number**: Click or tap here to enter text.

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

☐ YES ☐ NO

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

☐ YES ☐ NO

If **YES**, please complete the following information:

Chemical Cleaning – Laundry, Warewashing & Janitorial

A. Place of Business

Street Address: [Click or tap here to enter text.](#)

City: [Click or tap here to enter text.](#)

ZIP: [Click or tap here to enter text.](#)

“Place of business” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ **YES** ☐ **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

☐ **YES** ☐ **NO**

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

☐ **YES** ☐ **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

☐ **YES** ☐ **NO**

4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

☐ **YES** ☐ **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. Incorporated or qualified to do business under the laws of the state?

☐ **YES** ☐ **NO**

If **YES**, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

B. A sole proprietorship AND the proprietor is a resident of the state?

☐ **YES** ☐ **NO**

C. A limited liability company organized under AS 10.50 AND all members are residents of the state?

☐ **YES** ☐ **NO**

Please identify each member by name: [Click or tap here to enter text.](#)

D. A partnership under former AS 32.05, AS 32.06, or AS 32.11 AND all partners are residents of the state?

☐ YES ☐ NO

Please identify each partner by name: [Click or tap here to enter text.](#)

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?
☐ YES ☐ NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
☐ YES ☐ NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
☐ YES ☐ NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
☐ YES ☐ NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ YES ☐ NO

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____

CONFLICT OF INTEREST



The Prospective Proposer, including all Entities in the Prospective Proposer's organization, shall voluntarily disclose to the Contracting Agency, in writing, any factors that may provide it with an unfair competitive advantage and/or potential or actual conflict of interest. Requests for clarification on this issue shall be made in writing to the Contracting Agency more than 10 days prior to the submittal deadline for proposals.

Name

Department/Agency

Date

2024-2000-0158

ITB Number

State of Alaska
Department of Corrections
REQUEST FOR CLEARANCE
for
Contractor/Contract Staff Background Checks

Date: _____

Applicant Name: _____

Mailing Address: _____

Purpose of this check: _____

Date of Birth: _____ Social Security # : _____

Alaska driver's license #: _____

Other states applicant has resided in and the dates: _____

Prior criminal history (including the state the offense occurred in) _____

Is applicant currently on probation or parole? _____ If yes, where? _____

Does applicant have any relatives or acquaintances presently incarcerated in Alaska or under the Dept. of Corrections supervision? _____ If yes, state the person's name/location: _____

Clearance requested by (Contractor): _____

Address: _____ Phone: _____

The information that I have provided is true and accurate to the best of my knowledge. I authorize the Department of Corrections to perform a background investigation for any and all prior convictions or current warrants.

Signature of applicant: _____ Date: _____

Contractor's signature: _____ Date: _____

Department Use Only

* * * * *

APSIN/WANTS: Clear: _____ Wants: _____ See Attached: _____

NCIC/WANTS: Clear: _____ Wants: _____ See Attached: _____

Criminal History Check (Alaska) No record found: _____ See Attached: _____

Criminal History Check (other states) No record found: _____ See Attached: _____

Approved by: _____ Date: _____

Contract Oversight Officer/Superintendent,
Division of Institutions

Request Granted: _____ Request Denied: _____

Reason for denial: _____

DOC Staff Signature/Title: _____ Date: _____