

# STATE OF ALASKA

## INVITATION TO BID (ITB)



### MISCELLANEOUS PAPER PRODUCTS

ITB 2024-2000-0183

DECEMBER 5, 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 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.

Benjamin Baker Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [ ] YES [ ] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES [ ] NO
Phone: (907) 269-5909	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: <a href="mailto:benjamin.baker@alaska.gov">benjamin.baker@alaska.gov</a>	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Corrections, Division of Institutions, is soliciting bids for the purchase of miscellaneous paper products on an as needed basis. The resulting contract will be a mandatory use contract for all State correctional facilities.

### SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM Alaska Time on January 4, 2024**, 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

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.

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

### SEC. 1.04 INVITATION TO BID (ITB) REVIEW

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

### SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision. **All questions must be submitted before January 3, 2024, at 2:00 PM AST.**

### SEC. 1.06 SUBMITTING BIDS

Do not submit your proposal through IRIS Vendor Self-Service (VSS).

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 US Mail, courier/delivery service:

**Department of Corrections**  
**Division of Administrative Services**  
**Attention: Benjamin Baker**  
**ITB Number: 2024-2000-0183**  
**ITB Title: Miscellaneous Paper Products**  
**550 W 7<sup>th</sup> Ave, Suite 1800,**  
**Anchorage, AK 99501**

If submitting a bid via email, the bid may be emailed to [benjamin.baker@alaska.gov](mailto:benjamin.baker@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 **907-269-5909** to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## **SEC. 1.07 BID FORMS**

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

### **BIDDER'S CERTIFICATION**

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

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

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

### **CONFLICT OF INTEREST**

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

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

## SEC. 1.08 PRICES

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

## SEC. 1.09 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. 1.10 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. 1.11 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. 1.12 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		12/5/23
Deadline for Questions	2:00 PM	1/3/24
<b>Deadline for Receipt of Bids &amp; Time</b>	<b>2:00 PM</b>	<b>1/4/24</b>
Bid Evaluations Completed		1/5/24
Notice of Intent to Award		1/8/24
Contract Issued ( <i>Estimated &amp; based on whether an award is made.</i> )		1/18/24

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. 1.13 ALTERNATE BIDS

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

## **SEC. 1.14 SUPPORTING LITERATURE AND INFORMATION**

Bidders shall annotate their product literature to identify for the State the location of the supporting information regarding each product specification set out in this ITB as applicable. A bidder's failure to comply with this clause, within the time set by the state, may cause the State to consider the offer non-responsive and reject the bid. Bidders may also provide web site links for all offered items providing specs and additional details.

The State strongly desires that bidder submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the contracting 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 offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the State and may include the requirement that a bidder will provide a sample product(s) so that the State can make a first-hand examination and determination.

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

## **SEC. 1.15 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.

## **SEC. 1.16 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. 1.17 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. 1.18 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. 1.19 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.

## 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 three (3) 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

Subcontractors will not be allowed.

### 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

### GROUP #1

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

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

**Goose Creek Correctional Center**  
**3600 W Alsop Rd,**  
**Wasilla, Alaska 99687**

**Hiland Mountain Correctional Center**  
**9101 Hesterberg Rd,**  
**Eagle River, Alaska 99577**

**Matsu Pretrial Facility**  
**339 E Dogwood Ave,**  
**Palmer, Alaska 99645**

**Point Mackenzie Correctional Farm**  
**13690 Guernsey Rd,**  
**Wasilla, Alaska 99687**

**Spring Creek Correctional Center**  
**3600 Bette Cato Ave,**  
**Seward, Alaska 99664**

**Wildwood Correctional Complex**  
**10 Chugach Ave,**  
**Kenai, Alaska 99611**

**Palmer Correctional Center**  
**Mile 58 Old Glenn Hwy,**  
**Palmer, Alaska 99645**

### GROUP #2

**Fairbanks Correctional Center**  
**1931 Eagan St,**  
**Fairbanks, Alaska 99701**

### GROUP #3

**Anvil Mountain Correctional Center**  
**1810 Center Creek Rd,**  
**Nome, Alaska 99762**

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

### GROUP #4

**Ketchikan Correctional Center**  
**1201 Schoenbar Rd,**  
**Ketchikan, Alaska 99901**

**Lemon Creek Correctional Center**  
**2000 Lemon Creek Rd,**  
**Juneau, Alaska 99801**

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 update or improve current miscellaneous paper products. See Bid Schedule for detailed Item description.

**NOTE:** The individual item specifications provided in this ITB are representative of the type and quality of product that the Department 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 specifications. The Department will consider all similar options; however, it will be the Department's ultimate decision as to what is selected.

## SEC. 2.11 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 is to be included in the bid price for all items listed on the bid schedule. No additional charges for shipping and delivery will be allowed.

## SEC. 2.12 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. 2.13 SHIPPING DAMAGE

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

## SEC. 2.14 DELIVERY TIME

The successful contractor shall assure complete delivery of all items within **30-45 calendar days** after receipt of a Delivery Order or Purchase Order from 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. 2.15 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. 2.16 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

## **SEC. 2.17 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. 2.18 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. 2.19 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.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Item Code: Industry data for Paper mills-Sanitary tissue paper products, made in paper mills., Series ID PCU3221203221204. 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. 2.20      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. 2.21      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. 2.22      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. 2.23 SERVICE CONTRACT DEFICIENCIES

The Contractor's failure to provide goods or service required by this contract will be grounds for the State to issue a Service Deficiency Claim (SDC) to the Contractor. The SDC will be provided to the Contractor in writing. The Contractor will advise the State, in writing, of the corrective action being taken.

If a deficiency is not corrected within five (5) working days from the time it is issued, the State may issue another SDC and procure, from another Contractor, the goods, or services necessary to correct the problem. The Contractor will then be obligated to reimburse the State for the amount required to correct the problem.

If a Contractor gets more than two (2) substantiated SDCs in a 30-day period, it will be grounds for the State to declare the Contractor in default.

## SEC. 2.24 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 30<sup>th</sup>. The contractor's failure to provide this report as required may result in contract default action.

**Reporting Period:** State's Fiscal Year is: *July 1<sup>st</sup> through June 30<sup>th</sup>*.

## SEC. 2.25 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.

## **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 information to include email address.
4. List of items purchased.
5. Costs.

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

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**

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

## SECTION 4. EVALUATION AND CONTRACTOR SELECTION

### SEC. 4.01 EVALUATION OF BIDS

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

### SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

### SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and



- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### **Alaska Bidder Preference Certification Form**

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

### **SEC. 4.04 ALASKA VETERAN PREFERENCE**

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

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

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

#### **Alaska Veteran Preference Certification**

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

### **SEC. 4.05 USE OF LOCAL FOREST PRODUCTS**

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

### **SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE**

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

### **SEC. 4.07 ALASKA PRODUCT PREFERENCE**

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

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a

100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

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

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

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

### **Brand Offered**

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

### **Brand of Product Changes**

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

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

## **SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE**

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

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

## **SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE**

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

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

#### **SEC. 4.10 PREFERENCE QUALIFICATION LETTER**

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

#### **SEC. 4.11 EXTENSION OF PRICES**

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

#### **SEC. 4.12 METHOD OF AWARD**

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

#### **SEC. 4.13 NOTICE OF INTENT TO AWARD**

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

## SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

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

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

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

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

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

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

### SEC. 5.02 AUTHORITY

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

### SEC. 5.03 COMPLIANCE

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

### SEC. 5.04 SUITABLE MATERIALS, ETC.

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

## SEC. 5.05 SPECIFICATIONS

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

## SEC. 5.06 ORDER DOCUMENTS

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

## SEC. 5.07 HUMAN TRAFFICKING

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

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

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

## SEC. 5.08 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the ITB;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

## **SEC. 5.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **SEC. 5.10 DISCLOSURE OF BID CONTENTS**

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

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

## **SEC. 5.11 ASSIGNMENTS**

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

## **SEC. 5.12 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

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

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

## **SEC. 5.13     DEFAULT**

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

## **SEC. 5.14     DISPUTES**

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

## **SEC. 5.15     SEVERABILITY**

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

## **SEC. 5.16     CONTRACT CANCELLATION**

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

## **SEC. 5.17     GOVERNING LAW; FORUM SELECTION**

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

## **SEC. 5.18     SOLICITATION ADVERTISING**

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

## **SEC. 5.19     QUALIFIED BIDDERS**

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

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

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

## **SEC. 5.20     FEDERALLY IMPOSED TARIFFS**

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

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

## SEC. 5.21 PROTEST

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

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

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

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

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

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

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



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

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

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

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

## SECTION 6. ATTACHMENTS

### SEC. 6.01 ATTACHMENTS

- 1) Bid Schedule
- 2) Alaska Bidder Preference Certification Form
- 3) Conflict of Interest Statement

**BID SCHEDULE**  
**ITB 2024-2000-0183 - Miscellaneous Paper Products**  
To be considered responsive, bidders must bid on all items.

ITEM #	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	UNIT PRICE PER GROUP	EXTENDED PRICE PER GROUP	BRAND AND MODEL OFFERED
1	<b>Toilet Tissue</b> – Envision 1-Ply 1210 sheets/roll, 80 rolls/case, 4" wide, 37.8 lbs per case (Net weight) - or State approved equivalent.  <b>Current Brand:</b> 14580/01 PACIFIC BLUE BASIC1-PLY BATH TISSUE 80/1210	300,000	Each (Roll)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
2	<b>Toilet Tissue</b> – Preference 2-Ply 550 sheets/roll, 80 rolls/case, 30.5 lbs per case (Net weight) – or State approved equivalent.  <b>Current Brand:</b> 18280/01 PREFERENCE WHITE 2-PLYEMBOSSED BATHROOM TISSUE 80X550	250,000	Each (Roll)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
3	<b>Paper Towel</b> – GP, Pacific Blue Basic Brown, 6 rolls/case, 800 feet/roll, 7.87" width. 23.1 lbs/case (Net weight) – or State approved equivalent.  <b>Current Brand:</b> 26301 PACIFIC BLUE BASIC BROWNUNIVERSAL ROLL TOWEL 6/800	6,500	Each (Roll)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
4	<b>Paper Towel</b> – GP, Pacific Blue Basic White, 6 rolls/case, 800 feet/roll, 7.87" width. 23.1 lbs/case (Net weight) – or State approved equivalent.  <b>Current Brand:</b> 218004 TORK UNIVERSAL ROLLTOWEL NATURAL WHITE 6/800	16,500	Each (Roll)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	

5	<b>Paper Towel</b> – GP Pro Pacific Blue Select 2-Ply perforated roll towel, white 12 rolls/case, 250 sheets/roll, 11” x 8.8”. 16.8 lbs/case (Net weight) – or State approved equivalent.  <b>Current Brand:</b> 27700 PACIFIC BLUE SELECT WHITEPERFORATED ROLL TOWEL 12/250	2,500	Each (Roll)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
6	<b>Folded Paper Towel</b> – GP, Pacific Blue Basic M-Fold paper towel, white 16 packs/case, 250 sheets/pack, 9.2” x 9.4”. 17.6 lbs/case (Net weight) – or State approved equivalent.  <b>Current Brand:</b> 20204 PACIFIC BLUE BASICMULTIFOLD TOWEL WHITE 16X250	26,000	Each (Pack)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
7	<b>Folded Paper Towel</b> – GP, Pacific Blue Select M-Fold paper towel, white 16 packs/case, 250 sheets/pack, 9.2” x 9.4”. 20.6 lbs/case (Net weight) – or State approved equivalent.  <b>Current Brand:</b> 20389 PACIFIC BLUE SELECTMULTIFOLD TOWEL WHITE 16X250	7,200	Each (Pack)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
8	<b>Folded Paper Towel</b> – Tork Universal hand towel multifold, brown 16 packs/case, 250 sheets/pack, 9.5” x 9.1”. 17.7 lbs/case (Net weight) – or State approved equivalent.  <b>Current Brand:</b> 420483 TORK UNIVERSAL NATURALWHITE MULTIFOLD TOWEL 16/250	50,000	Each (Pack)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	

9	<b>Napkin</b> – Waxie Clean and soft 2-Ply white dinner napkin. 15"x17" unfolded, 150/pack, 20 packs/case– or State approved equivalent.  <b>Current Brand:</b> WAXIE 20150 CLEAN & SOFT 2-PLYWHITE DINNER NAPKIN 20/150	150	Each (Pack)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
10	<b>Napkin</b> – Waxie Clean and soft 1-Ply tall fold disposable napkin. 7"x13.5" unfolded, 500/pack, 20 packs/case– or State approved equivalent.  <b>Current Brand:</b> WAXIE 20500 CLEAN & SOFT 1-PLYTALL FOLD DISP NAPKIN 20/500	2,500	Each (Pack)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
11	<b>Facial Tissue</b> – Facial Flat Angel Soft 7.7" x 8.9", 100/box, 30 boxes/case 8.9 lbs/case (Net weight) – or State approved equivalent.  <b>Current Brand:</b> 48580 ANGEL SOFT PS WHITE PREMFACIAL TISSUE - 30X100	300	Each (Box)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
12	<b>Facial Tissue</b> – Preference Facial Cube 7.7" x 8.9", 100/box, 36 boxes/case 11.2 lbs/case (Net weight) – or State approved equivalent.  <b>Current Brand:</b> GP PREFERENCE WHITE FACIALTISSUE CUBE BOX 36 BOXES/CS	150	Each (Box)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
13	<b>Paper Bags</b> – Kraft #8 Duro bag paper bags 6 1/8" x 4 1/16" x 12 7/16", 500 bags/bundle– or State approved equivalent.  <b>Current Brand:</b> 8# BROWN KRAFT PAPER BAG500 PER CASE	470,000	Each (Bag)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	

14	<p><b>Paper cups</b> – GP Pro Dixie Paper Hot cup, 8 oz. White 50 cups/sleeve, 20 sleeves/case, 15.6 lbs/case (Net weight) – or State approved equivalent.</p> <p><b>Current Brand:</b> DIX PAPER HOT CUP 8 OZ WHITE20/50 PER CASE</p>	40,000	Each (Cups)	<p>GRP #1: \$</p> <p>GRP #2: \$</p> <p>GRP #3: \$</p> <p>GRP #4: \$</p>	<p>GRP #1: \$</p> <p>GRP #2: \$</p> <p>GRP #3: \$</p> <p>GRP #4: \$</p>	
15	<p><b>Paper cups</b> – Solo Cone Shaped water cup, 4 ¼ oz. White 5000 cups/case – or State approved equivalent.</p> <p><b>Current Brand:</b> 4BR 4 OZ PAPER CONE - SHAPEDWATER CUP</p>	20,000	Each (Cups)	<p>GRP #1: \$</p> <p>GRP #2: \$</p> <p>GRP #3: \$</p> <p>GRP #4: \$</p>	<p>GRP #1: \$</p> <p>GRP #2: \$</p> <p>GRP #3: \$</p> <p>GRP #4: \$</p>	
16	<p><b>Paper cups</b> – Waxie 050 ½ oz paper souffle cups, White, 5000 cups/case – or State approved equivalent.</p> <p><b>Current Brand:</b> 050 1/2 OZ PAPER SOUFFLE CUPS</p>	465,000	Each (Cups)	<p>GRP #1: \$</p> <p>GRP #2: \$</p> <p>GRP #3: \$</p> <p>GRP #4: \$</p>	<p>GRP #1: \$</p> <p>GRP #2: \$</p> <p>GRP #3: \$</p> <p>GRP #4: \$</p>	
17	<p><b>Paper cups</b> – Solo 2 oz pleated paper souffle cups, treated paper, White, 5000 cups/case – or State approved equivalent.</p> <p><b>Current Brand:</b> SOUFFLE CUPS 2 OUNCE 5000/CS</p>	425,000	Each (Cups)	<p>GRP #1: \$</p> <p>GRP #2: \$</p> <p>GRP #3: \$</p> <p>GRP #4: \$</p>	<p>GRP #1: \$</p> <p>GRP #2: \$</p> <p>GRP #3: \$</p> <p>GRP #4: \$</p>	
18	<p><b>Paper cups</b> – Solo 4 oz pleated paper souffle cups, treated paper, White, 5000 cups/case – or State approved equivalent.</p> <p><b>Current Brand:</b> GENPAK 4 OZ PAPER WATER CUPSWHITE PLEATED 5000 PER CASE</p>	165,000	Each (Cups)	<p>GRP #1: \$</p> <p>GRP #2: \$</p> <p>GRP #3: \$</p> <p>GRP #4: \$</p>	<p>GRP #1: \$</p> <p>GRP #2: \$</p> <p>GRP #3: \$</p> <p>GRP #4: \$</p>	

19	<b>Paper plates</b> – GP Pro Dixie Ultra Heavy weight paper plate, 10”, white 125 plates/pack, 4 packs/case, 23.2 lbs/case (Net weight) – or State approved equivalent.  <b>Current Brand:</b> DIX 10-IN HEAVY DUTY WEIGHTPAPER PLATE 4/125/CS	30,000	Each (Plates)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
20	<b>Paper plates</b> – GP Pro Dixie Ultra Heavy weight paper plate, 8 ½”, white 125 plates/pack, 4 packs/case, 15.8 lbs/case (Net weight) – or State approved equivalent.  <b>Current Brand:</b> DIX SXP9PATH ULTRA PAPER PLATES 8.5' -4/125	90,000	Each (Plates)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
21	<b>Paper plates</b> – Solo, 8.5-inch paper plate, white-medium, 4x125 per case – or State approved equivalent.  <b>Current Brand:</b> SOLO 8.5-INCH PAPER PLATE WHITEMEDIUM 4X125 PER CASE	40,000	Each (Plates)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
22	<b>Folded Napkin for Dispensers</b> – Tork DX906E 9 x 13” kraft, interfolded, 1-ply, 500/pack, 12 packs/case – or State approved equivalent.  <b>Current Brand:</b> DX906E TORK XPRESSNAP DISPENSERNAPKIN INTERFOLD NATURAL 12/500	2,000	Each (Pack)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
23	<b>Folded Napkin for Dispensers</b> – Tork DX900 9 x 13” white, interfolded, 1-ply, 500/pack, 12 packs/case – or State approved equivalent.  <b>Current Brand:</b> DX900 TORK XPRESSNAP DISPENSERNAPKIN INTERFOLD WHITE 12/500	2,000	Each (Pack)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	

24	<b>Facial Tissue</b> – Waxie 5096 Soft, absorbent, facial tissue – cube, white, 2-ply, 8.2” x 7.7” sheets, 96 sheets/box, 36 pack/case – or State approved equivalent.  <b>Current Brand:</b> WAXIE 5096 CLEAN & SOFT 2-PLYFACIAL TISSUE CUBE BOX 36/96	1,500	Each (Box)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
25	<b>Paper Towel</b> – Tork Universal Hand Towel roll, natural. 7.88”, 800 feet/roll, 6 rolls/carton – or State approved equivalent.  <b>Current Brand:</b> RK8002 TORK UNIVERSAL HANDTOWEL ROLL NATURAL 6X800	500	Each (Roll)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
26	<b>Paper Cup</b> – Karat C-K508W paper hot cup, white, double poly lined, 8 oz. 1000 cups per case – or State approved equivalent.  <b>Current Brand:</b> KARAT 8 OZ PAPER HOT CUPWHITE 1000/CS	40,000	Each (Cups)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
27	<b>Napkin Dispenser</b> – Tork 6332000 Xpressnap Stand Napkin Dispenser, Black– or State approved equivalent.  <b>Current Brand:</b> STAND DISP N4 XPS SIG BLACK1/CS	50	Each	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
28	<b>Paper Bags</b> – Duro D-71008 Heavy Weight Paper Grocery Bag, Kraft Brown, 6 1/8” x 4 1/8” x 12 7/16”, 400 bags/bundle – or State approved equivalent.  <b>Current Brand:</b> 8# BROWN PAPER GROCERY BAG71008 HVY WT - 400/BALE	95,000	Each (Bags)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	



29	<b>Paper Towel Dispenser</b> – Georgia-Pacific Push Paddle Paper Towel Dispenser, holds 8” diameter roll, 12.50 x 10.60 x 14.40, Translucent Smoke Gray. 7 – or State approved equivalent.  <b>Current Brand:</b> 54338 GP PRO UNIVERSAL PUSH-PADDLE ROLL TOWEL DISP BLK	50	Each	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
30	<b>Paper Towel</b> – Waxie 3800 Universal Roll Towel, natural, 7.88”, 800 feet/roll, 6 rolls per case, must fit universal roll towel dispensers, – or State approved equivalent.  <b>Current Brand:</b> WAXIE 3800 CLEAN & SOFT BROWNUNIVERSAL ROLL TOWEL 6/800	500	Each (Roll)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
31	<b>Paper Towel</b> – enMotion Touchless Roll Towel, white, 1-ply, 10”, 800 feet/roll, 6 rolls per case, – or State approved equivalent.  <b>Current Brand:</b> 89460 ENMOTION 10IN WHITETOUCHLESS ROLL TWL 6X800 PER CS	500	Each (Roll)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
32	<b>Paper Souffle Cup</b> – 0.75 (3/4) oz small, pleated cups, white, 5000/0.75-ounce cups per case – or State approved equivalent.  <b>Current Brand:</b> 3/4 OZ PAPER SOUFFLE CUPS5000/CS	90,000	Each (Cups)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
33	<b>Paper Souffle Cup</b> – 0.50 (1/2) oz small, pleated cups, white, 5000/0.50-ounce cups per case – or State approved equivalent.  <b>Current Brand:</b> 050 1/2 OZ PAPER SOUFFLE CUPSWHITE 20/250 5K/CS	300,000	Each (Cups)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	

34	<b>Toilet Tissue</b> – Kleenline 1957, 2-ply, 4.1" x 3.5", 500 sheets per roll, 96 rolls/case – or State approved equivalent.  <b>Current Brand:</b> WAXIE 1957 CLEAN & SOFT WHITE 2-PLY BATH TISSUE 96/500	80,000	Each (Roll)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
35	<b>Toilet Tissue</b> – Kleenline Essentials 1196, 1-ply, 4.1" x 3.5", 1000 sheets per roll, 96 rolls/case – or State approved equivalent.  <b>Current Brand:</b> KLEENLINE ESSENTIALS 1196 1-PLY BATH TISSUE 96 X 1000	19,500	Each (Roll)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
36	<b>Paper Towel</b> – Kleenline 3085 Kitchen Roll Towel, white, 2-ply, 85 sheets/roll, 30 rolls per case, – or State approved equivalent.  <b>Current Brand:</b> WAXIE 3085 CLEAN & SOFT KITCHEN ROLL TOWEL 30/85	7,500	Each (Roll)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	
37	<b>Facial Tissue</b> – Waxie 5100 Clean and Soft facial tissue – flat box, white, 2-ply, 7.7" x 8.5" sheets, 100 sheets/box, 30 box/case – or State approved equivalent.  <b>Current Brand:</b> WAXIE 5100 CLEAN & SOFT 2-PLY FACIAL TISSUE FLAT BOX 30/100	3,000	Each (Box)	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	GRP #1: \$  GRP #2: \$  GRP #3: \$  GRP #4: \$	

**GUARANTEED DELIVERY FOR ALL PRODUCTS:** (\_\_\_\_\_) calendar days after receipt of order.

### **SHIPPING GROUPS:**

<b>Group #</b>	<b>Correctional Centers</b>							
<b>GRP #1</b>	GCCC	ACCE/W	HMCC	MSPT	PMCF	SCCC	WCC	PCC
<b>GRP #2</b>	FCC							
<b>GRP #3</b>	AMCC	YKCC						
<b>GRP #4</b>	LCCC	KCC						

**Attention Bidders! Please complete the following and submit with your bid schedule. Failure to submit may cause your bid to be rejected.**

**Name and Address of Bidder**

Business name: \_\_\_\_\_

Business mailing address: \_\_\_\_\_

\_\_\_\_\_

Business physical address: \_\_\_\_\_

\_\_\_\_\_

Name of point of contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_



# ALASKA BIDDER PREFERENCE CERTIFICATION

## AS 36.30.321(A) / AS 36.30.990(2)

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

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

---

ITB Number