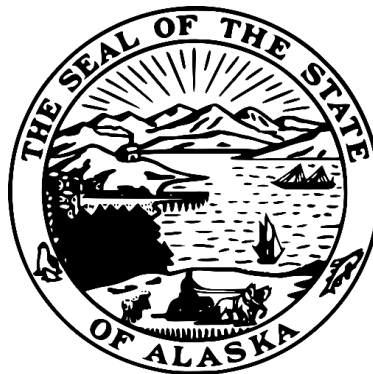


# STATE OF ALASKA

## INVITATION TO BID (ITB)



### COVERALLS & FLOOR MATS RENTAL - CENTRAL REGION

ITB NUMBER 2524C049

ISSUE DATE 02/28/2024

**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.

JOEL BALZER Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? See attached preferences form
Phone: (907) 269-0867 FAX: (907) 269-0872 TDD: (907) 269-0473	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? See attached preferences form
Email: <a href="mailto:jnbalzer@alaska.gov">jnbalzer@alaska.gov</a>	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
_____ ALASKA BUSINESS LICENSE NUMBER	_____ DATE _____ FEDERAL TAX ID NUMBER	_____ TELEPHONE NUMBER _____ E-MAIL ADDRESS

## INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

This Invitation to Bid (ITB) is intended to result in a contract(s) to provide the rental of coveralls, floor mats/rug runners, and shop towels to include delivery & cleaning services for the Department of Transportation and Public Facilities, Central Region, locations located throughout Central Region Alaska on an as-needed basis.

This procurement is being processed and administered under the DOT&PF delegation of procurement authority in accordance with AS 36.30.270, COB # 03-006, and is a commodity code assigned to DOT&PF by the Department of Administration, Office of Procurement and Property Management for procurement action.

### SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM AKST on 3/21/2024**, 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 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. 1.04 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

### SEC. 1.05 SUBMITTING BIDS

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

Department of Transportation & Public Facilities  
Attention: **Joel Balzer**  
Invitation to Bid (ITB) Number: **2524C049**  
ITB Title: **COVERALLS & FLOOR MATS RENTAL - CENTRAL REGION**  
2200 E. 42<sup>nd</sup> Avenue, Room 110  
Anchorage, Alaska 99508

If submitting a bid via email, the bid may be emailed to [dotcrprocurement@alaska.gov](mailto:dotcrprocurement@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 **10mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 10 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 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 **907-269-0811** to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.06 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. 1.07 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. 1.08 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. 1.09 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. 1.10 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. 1.11 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released		2/28/2024
<b>Deadline for Receipt of Bids / Bid Due Date</b>	<b>2:00 PM</b>	<b>3/21/2024</b>
Bid Evaluations Complete		3/28/2024
Notice of Intent to Award		3/28/2024
Contract Issued/Awarded		4/9/2024
Contract Start Date ( <b>Current</b> contractor if applicable)		<b>5/1/2024</b>
Contract Start Date ( <b>New</b> contractor if applicable)		<b>7/1/2024</b>

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation & Public Facilities, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

## SEC. 1.12 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. 1.13 SUPPORTING INFORMATION**

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

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

**SEC. 1.14 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 through **June 30, 2025**, with the option to renew for **nine (9)** additional one (1) year terms, and 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 **Joel Balzer, (907) 269-0867**, Central Region, Department of Transportation & Public Facilities.

### SEC. 2.03 CONTRACT FUNDING

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

### SEC. 2.04 CONTRACT EXTENSION

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

### SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

### SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

### SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

### SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) where the work is to be performed, completed, and managed is the contractor's place of business. The state will not provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the bidder cannot certify that all work will be

performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids. The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

## **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**

Full service is required for all items listed in this ITB. For the purpose of this contract, full service means all service, repairs, parts, and maintenance necessary to keep the coveralls and floor mats operating in a manner that meets the manufacturer's published performance specifications.

## **SEC. 2.11 MANUFACTURER AND BRAND OFFERED**

Unless otherwise specified, when manufacturer and brand names are used to specify the type and quality of the goods desired, Bidders must clearly indicate the manufacturer and brand names they intend to provide. The Bidder's failure to identify the manufacturer and brand offered may cause the State to consider the offer non-responsive and reject the bid. In this ITB, specification six (6) Korbana brand coverall is to be the brand and model specified, no substitutions will be allowed.

## **SEC. 2.12 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. Failure to comply with this clause will cause the state to consider the bid non-responsive and reject the bid.

## **SEC. 2.13 SUPPORTING INFORMATION**

The state strongly desires that bidders 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 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. 2.14 ADVANCE NOTICE OF DELIVERY

The Contractor must provide the State 24 hours advance notice of delivery. Failure to provide advance notice may delay the State's ability to accept the shipment.

After normal business hours, most State maintenance yards are unattended, yet secured and therefore inaccessible. Therefore, deliveries will only be accepted at the final destination during normal State business hours; Monday through Friday, excluding State holidays, 8am to 4:30pm, unless other prior arrangements are made with the State's designated contact as instructed above. All stations must be available for deliveries with no penalty to the Contractor during those designated normal business hours. All after normal business hour deliveries must be pre-approved by the State's designated contact for that destination. However, prior approval to deliver outside normal business hours is not guaranteed due to lack of available personnel or other scheduling conflicts. Any additional costs (personnel and equipment) incurred by the State to accommodate deliveries made outside normal business hours will be solely at the Contractor's expense. Note: Overtime wages and minimum call out requirements are subject to the State Office of Personnel and union bargaining agreements. Disclosure of the approximate amount of additional costs may be acquired upon request from the State's designated contact at the time the arrangement is made. Upon the State's request, the Contractor shall submit in writing, their acceptance of responsibility for any additional costs and their intended delivery schedule.

## SEC. 2.15 DELIVERY TIME FOR CLEANING AND DELIVERY AFTER INITIAL INVENTORY HAS BEEN DISPENSED TO EACH LOCATION

The elapsed times between pick up of coveralls and floor mats to be laundered, and the return delivery to each location, cannot be longer than seven (7) days, including locations in other outlying areas. This processing time is to remain constant throughout the life of the contract(s). The Contractor must provide an invoice with quantities of the coveralls and floor mats being delivered.

## SEC. 2.16 GUARANTEED DELIVERY NEW COVERALL

Any new additions/orders (new employee) to include all name tags monograms and zippers; Indicate in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order (ARO). Failure to make an entry in the space provided will be construed as an offer to deliver within **sixty (60)** calendar days ARO. Bids which specify deliveries more than **sixty (60) days** ARO may be considered non-responsive, and the bids may be rejected. In this ITB, specification six (6) Korbana brand coveralls are to be delivered within **ninety (90) days** ARO for the Navy-Blue color and **one hundred and eighty (180) days** ARO for the Orange color Korbana coveralls.

## SEC. 2.17 TEMPORARY COVERALLS

Any new additions/orders (new employee) the contractor must have readily available temporary coveralls in various sizes for any new employee or if waiting for a replacement coverall for an existing employee. The loaner coveralls are only temporary while waiting for the new coveralls to arrive. The temporary coveralls do not need to be new or have name tag monograms or zippers but must meet all other specifications under specification one (1).



## **SEC. 2.18 ADDITIONS/DELETIONS**

The State reserves the right to add or delete quantities as required to fluctuating manpower requirements. The Contractor shall acknowledge any additions/deletions immediately after receiving notification by the state agency and act according to the contract. These fluctuations will not be a cause for a change in unit price.

## **SEC. 2.19 COUNT**

The Contractor shall accept the count of the State facility, unless the State facility is notified of any discrepancies in count before the items are cleaned.

## **SEC. 2.20 WARRANTY**

The contractor guarantees its products to be free from defects in materials and workmanship, given normal use and care, over the life of the contract for all items. All coveralls shall be firsts, no seconds, or irregulars.

## **SEC. 2.21 LOSS AND DAMAGE**

The number of items picked up must be the same number returned at the next drop off. There can be no "shorted" items on return deliveries. The contractor shall repair or replace, without cost to the State, items that become damaged, lost, stolen, or destroyed while in the contractor's care.

Any loss or damaged items caused by the state, beyond normal fair wear & tear, will be reimbursed by the state.

Damaged items must be reported to the appropriate State facility within seven (7) days after pickup and must be delivered back to the state facility for inspection by the state representative.

## **SEC. 2.22 REPAIR/REPLACEMENT**

The Contractor shall repair or replace all faded, worn, damaged or shrunk coveralls as needed at no cost to the State throughout the life of the contract. The State's Section Manager may also request certain coveralls be removed from rental service if too faded, worn, or shrunk. The Contractor, at no cost to the State, will replace coveralls that have shrunk two (2) inches or more above the extended wrist or ankle, as applicable, (measured from the protruding knuckle of the wrist or ankle, as applicable). The contractor must have temporary loaner coveralls until the new coveralls arrive for each coverall removed from service due to fading, worn, or shrinkage. If deemed still serviceable, existing damaged coveralls must remain in use at the location for the employee until the replacement is delivered to the location unless the Section Manager agrees that they are not serviceable. This means damaged coveralls should be cleaned and kept in service until replaced. Repairs for damaged coveralls must be made within fourteen (14) days after picking up at the State agency if they will not be replaced.

The contractor must have on-hand temporary coveralls in various sizes to accommodate for when individuals are waiting for replacements, repairs, or new employee orders. The temporary coveralls do not need to be new or have tags or zippers but must meet all other specifications under specification one (1). The contractor is responsible for removing from service non-compliant fire-retardant coveralls. The contractor is responsible for reviewing all items and checking the items for tears, missing buttons, bad zippers, stains and other wear and tear upon pick up. There will be no fee associated with this requirement; any costs incurred by the contractor to inspect coveralls upon pick up must be figured into the bid cost. The contractor will pay for installation of new name tags, YKK zippers with Nomex zipper tape, Nomex thread and all Nomex patching when it is beyond the normal wear and tear of industry standards.

## SEC. 2.23 ORDERS

The Procurement Officer of record will submit all of the state agencies initial orders at the start of this contract to include employee's names, sizes, quantities, colors, point of contacts, phone numbers and billing addresses.

## SEC. 2.24 DELIVERY CONFIRMATION:

Bidders may be required to obtain a confirmation from the manufacturer that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates. A copy of the manufacturer's confirmation may be included with the bid or submitted within the time set at the state's request. The bidder's failure to provide the manufacturers confirmation as requested will cause the state to consider the bid non-responsive and reject the bid.

## SEC. 2.25 F.O.B. POINT

The F.O.B. point for all items serviced under this contract is the final destination listed in the bid schedule for each location. The cost of shipping and delivery within these locations is to be included in the bid price. There will be no additional charge for shipping and delivery within these locations listed in the bid schedule. The cost of all shipping and delivery must be included in the bid price.

## SEC. 2.26 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. 2.27 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 **one (1) next working shift** 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. 2.28 WORKMANSHIP AND MATERIALS

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

## SEC. 2.29 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. 2.30 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. 2.31 ESTIMATED QUANTITIES

The estimated annual use quantities referenced in this ITB are only estimates and may vary more or less from the quantities actually purchased. The state will use the estimated annual use numbers for the evaluation and award of the ITB, but the state does not guarantee any minimum purchase. Orders will be issued throughout the contract period by various state agencies on an as-needed basis.

## SEC. 2.32 CONTRACT PRICE ADJUSTMENTS

A contract resulting from this ITB will include the following price adjustment clause: Contract prices will remain firm through **6/30/2025**.

**CONTRACT RENEWAL/PRICE ADJUSTMENTS:** Contract renewal options are to be initiated solely by the Procurement Agency. Contract prices, as bid, are to remain firm through the initial period of the contract. Thereafter, contract prices may only be adjusted at the time of contract renewal. The adjusted contract price shall be computed as follows:

*The current contract amount times a factor of 1.03, and each subsequent renewal period – the current, adjusted contract amount times a factor of 1.03.*

**CONTRACT PRICE ADJUSTMENTS:** The contractor may request a Percentage Price Increase adjustment, in writing, 30 days prior to the contract renewal date. If a contractor fails to request a Percentage Price Increase adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the state receives their written request.

*Said price increase may not, under any circumstances, exceed the current contract amount times a factor of 1.03 for the preceding 12 months. No retroactive contract price adjustments will be allowed.*

## SEC. 2.33 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. 2.34 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. 2.35 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.

Procurement Officer Note: verify the proper insurance requirements with the department of administration, division of risk management.

### **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. 2.36 USAGE REPORTING

Each year, the State may ask the contractor to furnish a usage report. The usage report must follow the format of the Bid Schedule and must accurately state the actual use of all items on the Bid Schedule. A contractor's failure to provide this information in a timely manner may cause the State to cancel the contract.

## SEC. 2.37 ITEM UPGRADES

The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the performance of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

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

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

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

### **SEC. 3.02 PAYMENT FOR STATE PURCHASES**

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

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

### **SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES**

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; in a lot bid, the lot prices will govern.

#### SEC. 4.12 METHOD OF AWARD

Award will be made by Lump Sum to the lowest responsive and responsible bidder. To be considered responsive, **bidders must bid on all items and all Lots**. For the purposes of determining low bidder, the cumulative total amount of all Lots will be used for method of award.

#### 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 CONTRACTOR SITE INSPECTION**

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

## **SEC. 5.07 ORDER DOCUMENTS**

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

## **SEC. 5.08 HUMAN TRAFFICKING**

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

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

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

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

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

## SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 5.11 DISCLOSURE OF BID CONTENTS

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

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

## **SEC. 5.12 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 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 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. 5.13 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. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 CONTRACT CANCELLATION**

- 1) 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.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

#### **SEC. 5.19 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. 5.20 SOLICITATION ADVERTISING**

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

## SEC. 5.21 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. 5.22 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. 5.23 PROTEST

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

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

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

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

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

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

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

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

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

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



## SECTION 6. ATTACHMENTS

### SEC. 6.01 ATTACHMENTS

**Attachments:**

- 1) Attachment A - Bid Schedule
- 2) Attachment B - Specifications
- 3) Attachment C - Alaska-Bidder-Preference-Certification-Form

## BID SCHEDULE

Location for Lot 1: ***State of Alaska, Ted Stevens, Anchorage Int'l Airport Equipment Maint.***  
5740 De Havilland Ave, Anchorage, Alaska 99502

<b>Monogram:</b> State of Alaska, Ted Stevens, Anchorage Int'l Airport, Equipment Maintenance	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 1	Coveralls Spec #1	Navy Blue	34-58	156		
Item 2	Coveralls Spec #1	Orange	34-58	114		
Item 3	Floor Mats Spec #2	Navy Blue	2' x 3'	2		
Item 4	Bar Mop Towels Spec # 3	White w/Blue Stripe	NA	120		
Item 5	Shop Towels Spec # 4	Green	NA	150		

**Total Lot 1 (items 1-5): \$**\_\_\_\_\_

Location for Lot 2: ***State of Alaska, Department of Transportation, Equipment Fleet (Light Duty)***  
5420 Dr. Martin Luther King JR Ave, Anchorage, Alaska 99507

<b>Monogram:</b> State of Alaska Dept of Transportation, Equipment Fleet Light Duty	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 6	Coveralls Spec #1	Navy Blue	34-58	38		
Item 7	Floor Mats Spec #2	Black	2' x 3'	1		
Item 8	Floor Mats Spec #2	Black	3' x 5'	1		
Item 9	Floor Mats Spec #2	Blueberry	3' x 10'	5		
Item 10	Floor Mats Spec #2	Blueberry	4' x 6'	2		
Item 11	Floor Mats Spec #2	Blueberry	4' x 8'	2		

**Total Lot 2 (items 6-11): \$**\_\_\_\_\_

## BID SCHEDULE

Location for Lot 3: *State of Alaska, Department of Transportation, Equipment Fleet*  
5420 Dr. Martin Luther King JR Ave, Anchorage, Alaska 99507 *(Heavy Duty)*

<b>Monogram:</b> State of Alaska Dept of Transportation, Equipment Fleet Heavy Duty	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 12	Coveralls Spec #1	Navy Blue	34-58	51		

**Total Lot 3 (item 12): \$** \_\_\_\_\_

Location for Lot 4: *State of Alaska, Department of Transportation, Equipment Fleet*  
3450 Sterling Highway, Homer, Alaska 99603

<b>Monogram:</b> State of Alaska Dept of Transportation Homer Equipment Fleet	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 13	Coveralls Spec #1	Navy Blue	34-58	18		
Item 14	Floor Mat Spec #2	Black	3' x 4'	2		
Item 15	Floor Mat Spec #2	Blueberry	3' x 10'	1		

**Total Lot 4 (items 13-15): \$** \_\_\_\_\_

Location for Lot 5: *State of Alaska, Department of Transportation, Equipment Fleet*  
30049 Seward Hwy MP 23.9, Seward, Alaska 99664 *(Crown Point)*

<b>Monogram:</b> State of Alaska Dept of Transportation Seward Equipment Fleet	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 16	Coveralls Spec #1	Navy Blue	34-58	9		

**Total Lot 5 (item 16): \$** \_\_\_\_\_

## BID SCHEDULE

Location for Lot 6: *State of Alaska, Department of Transportation, Equipment Fleet*  
46445 Sterling Highway, Soldotna Alaska 99669

<b>Monogram:</b> N/A	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 17	Floor Mat Spec #2	Black	3' x 4'	1		
Item 18	Floor Mat Spec #2	Blueberry	3' x 10'	5		

**Total Lot 6 (items 17-18): \$** \_\_\_\_\_

Location for Lot 7: *State of Alaska, Department of Transportation, Equipment Fleet*  
Palmer, 289 Inner Spring Road, Palmer Alaska 99645

<b>Monogram:</b> State of Alaska Dept of Transportation Palmer Equipment Fleet	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 19	Coveralls Spec #1	Navy Blue	34-58	33		
Item 20	Floor Mat Spec #2	Black	4' x 8'	3		

**Total Lot 7 (items 19-20): \$** \_\_\_\_\_

## BID SCHEDULE

Location for Lot 8: *State of Alaska, Department of Transportation, M&O Matsu District,*  
289 Inner Springer Road, Palmer Alaska 99645  
*(Palmer)*

<b>Monogram:</b> State of Alaska Dept of Transportation Palmer M&O Matsu District	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 21	Floor Mats Spec #2	Confetti Grey	2' x 3'	2		
Item 22	Floor Mats Spec #2	Confetti Grey	3' x 5'	2		
Item 23	Floor Mats Spec #2	Confetti Grey	3' x 10'	1		
Item 24	Floor Mats Spec #2	Confetti Grey	4' x 6'	5		
Item 25	Floor Mats Spec #2	Confetti Grey	4' x 8'	1		

**Total Lot 8 (items 21-25): \$** \_\_\_\_\_

Location for Lot 9: *State of Alaska, Department of Transportation, Statewide Materials*  
5800 East Tudor Road, Anchorage, Alaska 99507

<b>Monogram</b> N/A	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b><u>*Bi-Weekly*</u> Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 26	Floor Mats Spec #2	Navy Blue	3' x 5'	1		
Item 27	Floor Mats Spec #2	Navy Blue	3' x 10'	2		

**Total Lot 9 (items 26-27): \$** \_\_\_\_\_

## BID SCHEDULE

Location for Lot 10: *State of Alaska, Department of Transportation, M & O Highways*  
5300 East Tudor, Anchorage, Alaska 99507

<b>Monogram:</b> N/A	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 28	Floor Mats Spec #2	Forest Green	3' x 5'	6		
Item 29	Floor Mats Spec #2	Forest Green	3' x 10'	10		
Item 30	Floor Mats Spec #2	Forest Green	4' x 8'	2		

**Total Lot 10 (items 28-30): \$** \_\_\_\_\_

Location for Lot 11: *State of Alaska, Department of Transportation, M&O Highways*  
MP 90 Seward Highway, Girdwood, Alaska 99587

<b>Monogram:</b> State of Alaska Department of Transportation M&O Highways Girdwood	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 31	Coveralls Spec #1	Orange	34-58	15		
Item 32	Floor Mats Spec #2	Forest Green	3' x 5'	10		

**Total Lot 11 (items 31-32): \$** \_\_\_\_\_

## BID SCHEDULE

Location for Lot 12: *State of Alaska, Department of Transportation, M&O Highways, Silvertip Station*  
 Hope Cutoff, Hope Alaska 99605

<b>Monogram:</b> State of Alaska Department of Transportation M&O Highways Silvertip	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 33	Coveralls Spec #6	Korbana Orange	34-58	10		
Item 34	Floor Mats Spec #2	Black	3' x 5'	2		

**Total Lot 12 (items 33-34): \$** \_\_\_\_\_

Location for Lot 13: *State of Alaska, Department of Transportation, M&O Highways*  
 35340 Quartz Creek Road, Cooper Landing, Alaska 99572

<b>Monogram:</b> State of Alaska Department of Transportation, M&O Highways Quartz Creek	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 35	Coveralls Spec #6	Korbana Orange	34-58	8		
Item 36	Floor Mats Spec #2	Confetti Grey	3' x 5'	2		
Item 37	Floor Mats Spec #2	Confetti Grey	4' x 6'	3		

**Total Lot 13 (items 35-37): \$** \_\_\_\_\_

## BID SCHEDULE

Location for Lot 14: *State of Alaska, Department of Transportation, M&O Highways*  
15630 Sterling Highway (MP 134.5) Ninilchik, Alaska 99639

<b>Monogram:</b> State of Alaska Department of Transportation M&O Highways, Ninilchik	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 38	Coveralls Spec #6	Korbana Orange	34-58	8		
Item 39	Floor Mats Spec #2	Black	3' x 5'	2		
Item 40	Floor Mats Spec #2	Black	4' x 6'	2		

**Total Lot 14 (items 38-40): \$** \_\_\_\_\_

Location for Lot 15: *State of Alaska, Department of Transportation, M&O Highways*  
30049 Seward Highway (MP 23.9) Seward, Alaska 99664  
*(Crown Point)*

<b>Monogram:</b> State of Alaska Department of Transportation M&O Highways, Crown Point	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 41	Coveralls Spec #6	Korbana Orange	34-58	12		
Item 42	Floor Mats Spec #2	Confetti Grey	3' x 5'	6		

**Total Lot 15 (items 41-42): \$** \_\_\_\_\_

Location for Lot 16: *State of Alaska, Department of Transportation, M&O Highways*  
3450 Sterling Highway, Homer, Alaska 99603

<b>Monogram:</b> State of Alaska Department of Transportation M&O Highways, Homer	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 43	Coveralls Spec #6	Korbana Orange	34-58	12		

**Total Lot 16 (item 43): \$** \_\_\_\_\_



## BID SCHEDULE

Location for Lot 17: *State of Alaska, Department of Transportation, Homer Airport*  
2320 Kachemak Drive, Homer, Alaska 99603

<b>Monogram:</b> State of Alaska Department of Transportation M&O Highways, Homer Airport	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 44	Coveralls Spec #6	Korbana Orange	34-58	8		
Item 45	Floor Mats Spec #2	Confetti Grey	3' x 5'	3		
Item 46	Floor Mats Spec #2	Confetti Grey	3' x 10'	4		

**Total Lot 17 (items 44-46): \$** \_\_\_\_\_

Location for Lot 18: *State of Alaska, Department of Transportation, North Kenai M&O*  
51155 Island Lake Road (MP 3.25) Nikiski, Alaska 99611

<b>Monogram:</b> State of Alaska Department of Transportation M&O Highways, Kenai	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 47	Coveralls Spec #6	Korbana Orange	34-58	8		

**Total Lot 18 (item 47): \$** \_\_\_\_\_

Location for Lot 19: *State of Alaska, Department of Transportation, Soldotna M&O*  
46445 Sterling Highway, Soldotna, AK 99669

<b>Monogram:</b> N/A	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 48	Floor Mats Spec #2	Confetti Grey	3' x 10'	2		
Item 49	Floor Mats Spec #2	Confetti Grey	2' x 3'	1		

**Total Lot 19 (items 48-49): \$** \_\_\_\_\_

## BID SCHEDULE

Location for Lot 20: *State of Alaska, Department of Transportation, MSCVE*  
11900 Industry Way Bldg. M Unit 2, Anchorage, AK 99515

<b>Monogram:</b> N/A	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 50	Floor Mats Spec #2	Confetti Grey	4' x 6'	3		
Item 51	Floor Mats Spec #2	Confetti Grey	3' x 4'	6		
Item 52	Floor Mats Spec #2	Confetti Grey	3' x 10'	1		

**Total Lot 20 (items 50-52): \$**\_\_\_\_\_

Location for Lot 21: *State of Alaska, Department of Transportation, MSCVE*  
12050 Industry Way Bldg. O Unit 6, Anchorage, AK 99515

<b>Monogram:</b> N/A	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 53	Floor Mats Spec #2	Confetti Grey	4' x 6'	2		
Item 54	Floor Mats Spec #2	Confetti Grey	3' x 4'	1		
Item 55	Floor Mats Spec #2	Confetti Grey	3' x 10'	2		

**Total Lot 21 (items 53-55): \$**\_\_\_\_\_

## BID SCHEDULE

Location for Lot 22: *State of Alaska, Department of Transportation, MSCVE Glen Inbound Weigh Station*  
9450 Glen Highway, Anchorage, AK 99505

Monogram: N/A	Description	Color	Size	Estimated Quantity	Weekly Cleaning & Delivery Price for Each	Price Extension
Item 56	Floor Mats Spec #2	Confetti Grey	3' x 4'	2		

**Total Lot 22 (item 56): \$**\_\_\_\_\_

Location for Lot 23: *State of Alaska, Department of Transportation, MSCVE Glen Outbound Weigh Station*  
9451 Glen Highway, Anchorage, AK 99505

Monogram: N/A	Description	Color	Size	Estimated Quantity	Weekly Cleaning & Delivery Price for Each	Price Extension
Item 57	Floor Mats Spec #2	Confetti Grey	3' x 4'	2		

**Total Lot 23 (item 57): \$**\_\_\_\_\_

Location for Lot 24: *State of Alaska, Department of Transportation, MSCVE Potter Weigh Station*  
MP 114.8 Seward Highway, Anchorage, AK 99540

Monogram: N/A	Description	Color	Size	Estimated Quantity	Weekly Cleaning & Delivery Price for Each	Price Extension
Item 58	Floor Mats Spec #2	Confetti Grey	3' x 4'	2		

**Total Lot 24 (item 58): \$**\_\_\_\_\_

## BID SCHEDULE

Location for Lot 25: *State of Alaska, Department of Transportation, MSCVE Sterling Weigh Station*  
MP 82 Sterling Highway, Sterling, AK 99627

Monogram: N/A	Description	Color	Size	Estimated Quantity	<u>*Monthly*</u> Cleaning & Delivery Price for Each	Price Extension
Item 59	Floor Mats Spec #2	Confetti Grey	3' x 4'	2		

Total Lot 25 (item 59): \$ \_\_\_\_\_

Location for Lot 26: *State of Alaska, Department of Transportation, DFS*  
4111 Aviation Drive, Anchorage, AK 99502 *(Aviation BLDG)*

Monogram: N/A	Description	Color	Size	Estimated Quantity	Weekly Cleaning & Delivery Price for Each	Price Extension
Item 60	Floor Mats Spec #2	Navy	4' x 6'	8		
Item 61	Floor Mats Spec #2	Navy	4' x 8'	1		

Total Lot 26 (items 60-61): \$ \_\_\_\_\_

Location for Lot 27: *State of Alaska, Department of Transportation, DFS*  
5848 East Tudor Road, Anchorage, AK 99507 *(BLDG Maint.)*

Monogram: N/A	Description	Color	Size	Estimated Quantity	Weekly Cleaning & Delivery Price for Each	Price Extension
Item 62	Floor Mats Spec #2	Navy	4' x 6'	2		
Item 63	Floor Mats Spec #2	Navy	3' x 5'	1		
Item 64	Floor Mats Spec #2	Navy	3' x 10'	1		

Total Lot 27 (items 62-64): \$ \_\_\_\_\_

## BID SCHEDULE

Location for Lot 28: *State of Alaska, Department of Transportation, DFS*  
2200 East 42nd Ave, Anchorage, AK 99508  
*(Annex BLDG)*

Monogram: N/A	Description	Color	Size	Estimated Quantity	Weekly Cleaning & Delivery Price for Each	Price Extension
Item 65	Floor Mats Spec #2	Forest Green	4' x 8'	2		
Item 66	Floor Mats Spec #2	Forest Green	3' x 5'	3		

Total Lot 28 (items 65-66): \$ \_\_\_\_\_

Location for Lot 29: *State of Alaska, Department of Transportation, DFS*  
515 East Dahlia, Palmer AK, 99645  
*(PSOB BLDG)*

Monogram: N/A	Description	Color	Size	Estimated Quantity	Weekly Cleaning & Delivery Price for Each	Price Extension
Item 67	Floor Mats Spec #2	Black	3' x 10'	1		
Item 68	Floor Mats Spec #2	Black	4' x 8'	1		

Total Lot 29 (items 67-68): \$ \_\_\_\_\_

Location for Lot 30: *State of Alaska, Department of Transportation, DFS*  
3651 Penland Pkwy, Anchorage, AK 99508  
*(GMC BLDG)*

Monogram: N/A	Description	Color	Size	Estimated Quantity	Weekly Cleaning & Delivery Price for Each	Price Extension
Item 69	Floor Mats Spec #2	Black	4' x 8'	3		
Item 70	Floor Mats Spec #2	Black	3' x 10'	1		

Total Lot 30 (items 69-70): \$ \_\_\_\_\_

**BID SCHEDULE**

Location for Lot 31: *State of Alaska, Department of Transportation, DFS*  
2400 Viking Dr. Anchorage, AK 99501  
*(Viking BLDG)*

<b>Monogram:</b> N/A	<b>Description</b>	<b>Color</b>	<b>Size</b>	<b>Estimated Quantity</b>	<b>Weekly Cleaning &amp; Delivery Price for Each</b>	<b>Price Extension</b>
Item 71	Floor Mats Spec #2	Forest Green	4' x 6'	1		

**Total Lot 31 (item 71): \$**\_\_\_\_\_

## BID SCHEDULE

The contractor is to indicate in the space below replacement costs of what is currently furnished for the items indicated. The State shall reimburse the contractor at that value for each item, which becomes damaged, lost, stolen, or destroyed at the State facility during the term of the contract while in the State's possession.

### **LOT 32:**

72. Coveralls Specification #1: \$\_\_\_\_\_ Each
73. Floor Mat Specification #2: \$\_\_\_\_\_ Each 2'x 3'
74. Floor Mat Specification #2: \$\_\_\_\_\_ Each 3'x 4'
75. Floor Mat Specification #2: \$\_\_\_\_\_ Each 3'x 5'
76. Floor Mat Specification #2: \$\_\_\_\_\_ Each 3' x 10'
77. Floor Mat Specification #2: \$\_\_\_\_\_ Each 4' x 6'
78. Floor Mat Specification #2: \$\_\_\_\_\_ Each 4' x 8'
79. Zippers for Coveralls: \$\_\_\_\_\_ Per LN. Inch
80. Patching/ Nomex Materials: \$\_\_\_\_\_ Per LN. Inch
81. Korbana Coveralls Spec #6: \$\_\_\_\_\_ Each

**Total Lot 32: \$\_\_\_\_\_ (items 72-81)**

**These prices for individual replacement costs will be calculated into the bid total.**

**Total Lots 1 – 31 \$\_\_\_\_\_ (items 1-71) X 52 weeks = \$\_\_\_\_\_ Annual Cost**

**Annual Cost \$\_\_\_\_\_ + LOT 32 \$\_\_\_\_\_ (items 72-81) = \$\_\_\_\_\_ Final Bid Total**

**Note:** The final bid total in the bid schedule will be used for **evaluation** of bids to determine the low bidder and **estimated** annual costs.

## BID SCHEDULE

Brand & Model Offered for **Coverall**; see specification number one (1): \_\_\_\_\_

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.

Brand & Model Offered for **Floor Mat/Rug Runner**; see specification number two (2): \_\_\_\_\_

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.

Brand & Model Offered for **Bar Mop Towel**; see specification number three (3): \_\_\_\_\_

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.

Brand & Model Offered for **Shop Towel**; see specification number four (4): \_\_\_\_\_

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.

Brand & Model Offered for **Korbana Coverall**; see specification number six (6): \_\_\_\_\_

The bidder's failure to identify the brand and model offered may cause the bid to be rejected as non-responsive.

GUARANTEED DELIVERY: \_\_\_\_\_/days after receipt of order (ARO) for new **Coveralls**, see specification number one (1). Failure to make an entry in the space provided will be construed as an offer to deliver within sixty **(60) days** ARO.

GUARANTEED DELIVERY: \_\_\_\_\_/ days after receipt of order (ARO) for **Floor Mat/Rug Runner**, see specification number two (2). Failure to make an entry in the space provided will be construed as an offer to deliver within thirty **(30) days** ARO.

GUARANTEED DELIVERY: \_\_\_\_\_/ days after receipt of order (ARO) for **Bar Mop Towel**, see specification number three (3). Failure to make an entry in the space provided will be construed as an offer to deliver within thirty **(30) days** ARO.

GUARANTEED DELIVERY: \_\_\_\_\_/ days after receipt of order (ARO) for **Shop Towel**, see specification number four (4). Failure to make an entry in the space provided will be construed as an offer to deliver within thirty **(30) days** ARO.

GUARANTEED DELIVERY: \_\_\_\_\_/NAVY BLUE \_\_\_\_\_/ORANGE days after receipt of order (ARO) for **Korbana Coverall**, see specification number six (6). Failure to make an entry in the space provided will be construed as an offer to deliver within ninety **(90) days** ARO for the Navy Blue color and one hundred and eighty **(180) days** ARO for the Orange color Korbana coveralls.



**BID SCHEDULE****BIDDER'S INFORMATION:**

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Company Name

---

Contact

---

Mailing Address

---

Phone Number

---

City, State, Zip

---

Fax Number**DOCUMENTS REQUIRED AT TIME OF BID OPENING:**

- Complete and submit Page 1 of the ITB
- Complete and submit Bid Schedule
- All Mandatory Return Amendments (if applicable)

**DOCUMENTS REQUIRED UPON CONTRACT AWARD:**

- Alaska Business License
- Insurance

<b>SPECIFICATIONS</b>
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Unless otherwise specified in the ITB, product brand names or model numbers are examples of the type & quality of product required. If the specifications/features describing an item conflict with a brand name or model #, the brand name or model # listed in the ITB 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 and adhering to the requirements outlined in the ITB specifications. Failure to provide such specifications and descriptive literature within the time required by the State may cause the State to consider the bid non-responsive and reject the bid.

**SPECIFICATION NUMBER 1: COVERALLS**

- Bulwark Midweight Excel Fr Deluxe Coverall, Style # CED2 or Equal, made with:
- 9.5oz Cotton Twill material that is flame resistant and arc flash resistant
- Solid brass breakaway zippers
- Two large double-stitched chest pockets, one with flap
- Two extra-deep front inset pockets, and two rear patch pockets
- Pass-thru access to inner clothing
- Three-piece action back style for ease of movement
- Tool pocket on right leg
- Snap wrist closures
- Double-stitched seams for enhanced durability
- Roomy leg cut to fit over boots
- Elastic waist
- Side zippers from ankle to knee on all Lots
- Sizes to range from 34 to 58
- Available in colors Orange & Navy Blue

**SPECIFICATION NUMBER 2: FLOOR MATS / RUG RUNNERS**

Floor mats should be made from fast drying blended fibers that are fade and stain resistant. Floor mats must be engineered with NBR (Nitril) Rubber Backing for all weather, long time use and for keeping the mat in place on both carpet and hard surfaces. The yarn must be fade resistant from the sun and stain resistant. The nylon tufting must meet 3/8" of an inch nylon tufting specifications, with solution dyed treated nylon yarns. Available in multiple colors: navy blue, confetti grey, forest green, black, blueberry and aqua. ULINE ribbed entry mat or equal.

**SPECIFICATION NUMBER 3: BAR MOP TOWELS**

100% Cotton white w/blue stripe. Approximately 16" x 19" cotton bar towel hemmed on all four edges and durable as to be rewashed over and over.

**SPECIFICATION NUMBER 4: SHOP TOWELS**

100% Cotton green shop towels. Approximately 14" x 14" or up to 18" x 18" shop towels hemmed on all four edges and durable as to be rewashed over and over.

**SPECIFICATIONS****SPECIFICATION NUMBER 6: KORBANA BRAND COVERALLS**

- Korbana Coverall, Item Number CVUS127 9 oz. or Equal, made with:
- 9.oz Ultra Soft material that is flame resistant and arc flash resistant
- Two large double-stitched chest pockets, one with flap & snap closure
- Pencil slot on left pocket
- Two inset front pockets with snap pass-through opening at sides
- Left leg hammer loop
- 2-Ply cuff with snap closure
- Left sleeve pencil pocket
- Back pleats for ease of cuff
- Side zippers from ankle to knee on all Lots, with Nomex thread
- Sizes to range from 34 to 58
- Available in colors Orange & Navy Blue

**SPECIFICATION 1 and 6:**

Coveralls must be pre-shrunk to avoid constant replacement due to shrinkage.

**Note:** All coveralls must meet or exceed the **following fire clothing requirements within the NFPA: NFPA 70E, 1971, 1975, 1977, ASTM F1506, ARC THERMAL PERFORMANCE TESTED, F1002-CONTINUOUS WEAR WHEN INTERMITTENT EXPOSURE TO MOLTEN METALS IS POSSIBLE.**

**EXAMPLE:** The employee name tag/monogram will be placed on the right breast pocket. The First name and the first letter of their last name (only needed if there are two people with the same first name).

**JOEY J.**

**EXAMPLE:** The shop unit/agency designation name tag/monogram will be placed on the left breast pocket:

**State of Alaska  
Anchorage International Airport  
Airfield Maintenance**

Application of the name and unit/agency monograms will be applied to each pair of coveralls prior to issue. Samples of the monograms/name tags will be submitted for review and approval upon request. Names will be provided to the contractor when replacing existing or ordering new coveralls. The cost of furnishing and applying these monograms shall be included in the bid price. All tags/monograms must be made from Nomex material or equal and sewn with Nomex thread or equal, to maintain the fire retardant specification.



# 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 \_\_\_\_\_