

# STATE OF ALASKA

## INVITATION TO BID (ITB)



### COURIER SERVICES

ITB 2026-2000-0016

ISSUED APRIL 30, 2025

**IMPORTANT NOTICE:** If you received this solicitation from the State of Alaska's "Online Public Notice" website, you must register with the procurement officer listed below if you desire to receive notification of subsequent amendments to the solicitation.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that they comply with the following:

- (1) The bidder has a valid Alaska business license or will obtain one prior to the award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below, or one of the following forms of evidence must be 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 for and paid for a business license;
- (2) The price(s) submitted were 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.

DEPARTMENT OF CORRECTIONS DIVISION OF ADMINISTRATIVE SERVICES	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
<b>ALLAN OYAO</b> PHONE: (907) 269-5910	PRINTED NAME
EMAIL: <a href="mailto:allan.oyao@alaska.gov">allan.oyao@alaska.gov</a>	DATE

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Corrections, Division of Administrative Services, is soliciting bids for Courier Services in the Anchorage Bowl Area, Eagle River, AK, and Palmer, AK

### SEC. 1.02 BUDGET

The Department of Corrections, Division of Health and Rehabilitation Services, estimates a budget of between \$60,000.00 and \$70,000.00 annually for this contract. Bids priced over this amount will be considered non-responsive.

This contract/agreement is dependent on legislative appropriation of funding and programmatic needs.

### SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2 PM Alaska Time on June 4, 2025**, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE AND REQUIREMENTS

#### PRIOR EXPERIENCE:

- Must be in business for a minimum of **ONE** year prior to bid submittal to be considered responsive. Business is defined as holding a State business license in a courier or package delivery line of business.

#### OTHER REQUIREMENTS:

- Contractor must provide three (3) Professional References within the United States of America that can be verified by the department. (See Attachment 4 References). The reference form must be fully completed and include current contact information. References not meeting the definition below of "Professional Reference" will not be counted as a reference.
  - Professional Reference is defined as: The bidder providing courier services to a past or current client.

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

### SEC. 1.05 REQUIRED 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 deadline for receipt of bids. 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 an award cannot be made, and the resultant exposure of bidders' prices.

## SEC. 1.06 QUESTIONS BEFORE 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 questionnaire 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. **The deadline for questions is 2 PM Alaska Time on May 21, 2025.**

## SEC. 1.07 RETURN INSTRUCTIONS

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

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

***Department of Corrections  
Division of Administrative Services  
Attention: Allan Oyao  
Invitation to Bid (ITB) Number: 2026-2000-0016  
ITB Title: Courier Services  
550 W. 7<sup>th</sup> Avenue, Suite 1800  
Anchorage, AK 99501***

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

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

It is the bidder's responsibility to contact the issuing agency at **907-269-5910 or email (preferred)** to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.08 ASSISTANCE TO BIDDERS WITH A DISABILITY

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the Procurement Officer no later than ten days prior to the closing of the bid to make any necessary arrangements.

## 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 the 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 before the deadline for receipt of bids, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

**SEC. 1.11 ITB SCHEDULE**

The ITB schedule below 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 Standard Time (AST).

ACTIVITY	TIME	DATE
Issue Date / ITB Released		4/30/2025
<b>Question Deadline</b>	<b>2 PM</b>	<b>5/21/2025</b>
<b>Deadline for Receipt of Bids / Bid Due Date</b>	<b>2 PM</b>	<b>6/4/2025</b>
Bid Evaluations Complete		6/11/2025
Notice of Intent to Award		6/16/2025
Contract Issued		6/27/2025

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

**SEC. 1.12 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**

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 may cause the state to consider the offer non-responsive and reject the bid.

**SEC. 1.14 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 that are clearly identified in the ITB and which must be complied with at risk of bid rejection for non-responsiveness.

## SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

### SEC. 2.01 SCOPE OF WORK AND SPECIFICATIONS

#### ADMINISTRATION REQUIREMENTS:

1. The contractor, couriers, couriers in training, and potential new hires must submit to a background security check prior to performing or observing any services under this contract. Even though background checks will be performed by the department free of charge, the contractor must understand this process encumbers valuable department resources. The contractor must pre-screen current and potential employees and determine if they pass the contractor's security standards. The contractor must only submit security clearance requests that are preapproved by the project manager.

The contractor must submit, after the Notice of Intent to Award, a complete security clearance form (Attachment 1) and a completed Contractor Confidentiality Agreement (Attachment 2) to the project manager at least seven working days prior to the intended start date. The project manager will inform the contractor if access is approved or rejected.

Once the Notice of Intent to Award is issued, but prior to Contract Award, the contractor must submit a current employee roster for all employees who may perform services under this contract. The roster must include a minimum of **THREE** employees. **TWO** employees must be couriers, and **ONE** must be the contractor's project manager. The contractor and their employees must each complete the forms below and submit them with the employee roster.

- Attachment 1 - Request for Clearance
- Attachment 2 - Confidentiality Agreement

The department will run the low bidders' Request for Clearance forms free of charge. In the event a bidder's employee is denied access, the bidder must provide a new employee and must submit Attachments 1 and 2 within **TWO** business days of the department's request. If the request for clearance is denied and the contractor is unable to meet the above minimum requirement, the department may find the bidder non-responsive and reject the bid.

The State reserves the right to disallow the use of anyone who fails to pass this security check, provides inaccurate information, or is deemed detrimental to the department's mission. The department is under no obligation to inform the contractor of the reason for access rejection or revocation of access clearance.

2. The contractor, couriers, couriers in training, and potential new hires must read, follow, and sign the department Policy and Procedure, Chapter 200 Personnel, 202.01 Code of Ethical Conduct, and 202.15 Standards of Conduct. (See Attachments for copies.) Copies can be provided upon request if needed, or you can download them from the link below.

<http://www.correct.state.ak.us/commissioner/policies-procedures>

3. The contractor must provide a current roster of all employees who may work under this contract. The list must be received within two (2) business days of any staff changes. The list must be emailed to the attention of the project manager.

4. Couriers must carry company-provided photo identification that's visible and produce it upon request by any department employee. At a minimum, the photo identification must contain a recent employee picture, company name, and employee name. The courier must always wear either a company shirt or a company jacket that's visible and shall not be covered by other attire. It's recommended that the courier wears a company hat. The attire needs to clearly identify them as contract couriers.
5. The courier must maintain a neat and clean appearance and must follow good personal hygiene practices. The courier must always maintain a professional and courteous demeanor.

The following apparel is considered inappropriate: Torn, ripped, or frayed clothing; midriff or off-the-shoulder blouses, sweaters, or dresses that are tight, sheer, or revealing clothing; and clothing with advertisements, sayings, or logos (except for the company logo). Clothing must be a proper fit and length.

The use of vulgar language, controversial, or intimidating language or acts will not be tolerated by the department. Tattoos deemed inappropriate by the department may need to be covered. The contractor and their employees must be able to communicate clearly and professionally with the department.

Smoking, being under the influence, or being in possession of any controlled substance is strictly forbidden while on State property. The contractor must comply with all local, State, and Federal laws.

Couriers unable to follow department guidelines or deemed detrimental to the department's mission may be immediately barred from the facility without notice. The contractor must immediately supply the department with a new courier.

6. It is the contractor's responsibility to inform the project manager via email of all changes, issues, or any recurring service alterations that could affect the scope of work or contract cost. The contractor informing a point of contact is not acceptable.
7. It is the contractor's responsibility to follow the department's schedule and have sufficient staff to ensure there's never a service disruption. The contractor shall maintain a consistent primary courier for the department. The use of three or more primary couriers in 365 days is unacceptable.

Back-up couriers must be able to seamlessly provide service without direction from the department. The contractor must provide sufficient training to their couriers at no cost to the department.

8. Upon contract award but prior to the first day of service, the project manager may request the contractor's project lead and their primary courier to meet with the project manager at each route location. The purpose of this transitional meeting is for the contractor to become familiar with each location's entrance, department personnel, and pickup and drop-off areas. Each location has unique security needs, and these should be clearly noted.

This transitional meeting, if necessary, shall occur during the work week between the hours of 8:30 AM and 4:00 PM, Monday through Friday. The contractor is responsible for the cost of this meeting and their transportation. The contractor shall wear a company shirt or jacket to this meeting for department recognition. See above requirement #4.

9. The contractor **must** maintain a dedicated central dispatch number for the duration of the contract term and be available Monday through Friday and weekends between 7:00 AM to 5:00 PM. The contractor shall provide the procurement officer with the central dispatch number after the award. During this time, calls shall not be diverted to an automated message center, diverted to voice mail, or go unanswered for more



than one minute. A dispatcher must pick up; no automated dispatchers are allowed. Any after-hours calls must be immediately returned the next working day.

10. The contractor must have email technology capabilities for communication purposes, as well as the ability to transfer files electronically between the contractor and the department.

SERVICE REQUIREMENTS:

1. The contractor must always maintain the security of all items being transported for the department. Transport vehicles must have factory-installed doors and locks, and items must be secured within the vehicle. Items may not be transported in the back of bed-type vehicles (i.e., pick-up trucks with or without a shell).
2. Items picked up must go directly from the pick-up location to the secured vehicle and from the secured vehicle directly to the department drop-off location. Items shall not be left in the vehicle overnight.
3. Items must never be abandoned at either the pick-up or drop-off locations. It is not currently required, but the courier may be required to obtain a signature for receipt of all items picked up and dropped off on a daily log sheet provided by the department at no additional cost.
4. The courier will become knowledgeable of the typical/routine bags that must be transported daily. Requests made by the department staff at each location for transporting up to two (2) boxes of files, materials, or supplies to another location on the route at no additional charge. If the institution or office is requesting more than the allowed number of boxes to be delivered, the pick-up and delivery may be spread over several days (to avoid extra charges) or schedule a separate pick-up and delivery for those items for an extra charge (see Service Schedule #5) at the direction of the department employee.
5. The courier must provide its own hand cart/hand truck that is able to carry a minimum of 100 lbs. and transport items across parking lots in all weather conditions. All items must be protected from rain and snow and shall not be damaged during transport. The contractor may be held liable for damaged items. The department will assess the cost of damage based on the new replacement value of the item(s). Most items are paper files and various supplies. IT items are occasionally included, as well as other equipment and supplies.
6. The department will provide bags, a briefcase, or other transport containers for the following locations:
  - Central Office – Anchorage Correctional Complex East (ACCE)
  - Central Office – Anchorage Correctional Complex West (ACCW)
  - Central Office – Anchorage Probation Office (APO)
  - Central Office – HARS Education / Re-entry
  - Central Office – Statewide Presentence Unit/Interstate Compact (*same location*)
  - Central Office – Electronic Monitoring (EM)
  - Central Office – Pre-Trial Enforcement Division
  - PSOB – Matsu Pre-Trial, Palmer Correctional Center (PCC), Palmer Probation & Training Academy

The contractor is responsible for placing all other items in a contractor-provided bag for other locations if needed. A large duffle bag(s) or an over-the-shoulder bag should be sufficient. Some locations may have items that need to go to separate locations. These items shall be delivered to the correct location. The department may request the contractor to use department-provided bags at any time. The contractor shall then use these bags.

LOCATION INFORMATION:

1. Abbreviations and Definitions: All locations below are in Anchorage, AK, except #10 HMCC in Eagle River, AK, and #17 PSOB in Palmer, AK.
  - 1) ACCE – Anchorage Correctional Center East, 1400 E. 4<sup>th</sup> Ave.
  - 2) ACCW – Anchorage Correctional Center West, 1300 E. 4<sup>th</sup> Ave.
  - 3) 800 A - Anchorage Probation Office (APO), 800 A Street (Suite 100) & HARS EDU/Re-entry (Suite 204)
  - 4) PED - Pre-Trial Enforcement Division – Bayview Building, 619 Ship Creek Ave, Suite 249
  - 5) Central Office – Atwood Building, Department of Corrections, Anchorage Central Office, 550 W 7<sup>th</sup> Ave, Suite 1800 (Main pick-up and delivery location.)
  - 6) Medical, Atwood Building, Department of Corrections, Anchorage Central Office, 550 W 7<sup>th</sup> Ave. (Suite location to be disclosed after award.)
  - 7) EM - Electronic Monitoring, Parkview Bldg., 831 B Street, Anchorage, AK 99501
  - 8) SPU - Statewide Presentence Unit, Carr-Gottstein Bldg., 310 K Street, Suite 508
  - 9) ISC - Interstate Compact Unit, Carr-Gottstein Bldg., 310 K Street, Suite 508
  - 10) HMCC - Hiland Mountain Correctional Center, 9101 Hesterberg Rd, Eagle River, AK
  - 11) SML - State Medical Lab - Public Health Laboratory, 5455 Dr. MLK Ave
  - 12) ARH - Alaska Regional Hospital - Lab Department, 2801 Debarr Rd.
  - 13) ANMC - Alaska Native Medical Center – Lab Department, 4315 Diplomacy Drive
  - 14) Cordova Center – 130 Cordova Street
  - 15) Parkview Center – 931 B St
  - 16) Midtown Center – 2508 Margies Place
  - 17) PSOB – 515 E. Dahlia Avenue, Suite 200, Palmer, AK
2. Anchorage Bowl Area: Per the Municipality's map of the Anchorage Bowl, attached and linked below.

[http://www.muni.org/Departments/OCPD/Planning/Documents/Map\\_12\\_Anchorage\\_Bowl.pdf](http://www.muni.org/Departments/OCPD/Planning/Documents/Map_12_Anchorage_Bowl.pdf)

Eagle River, AK, will also be part of this courier service, mainly for the Hiland Mountain Correctional Center for Lab samples pick-up and delivery services, however, it's not limited to the correctional center. Other locations within Eagle River, AK, may be needed.

Palmer, AK, will also be part of this courier service, daily round-trip from the Anchorage Central Office to PSOB Matsu Pretrial for delivery and pick-up services; however, it's not limited to the correctional center. Other locations within Palmer, AK, may be needed.

3. There is no designated courier parking at any location, however, each location has areas to park within close proximity of entry and exit points. Below is pertinent information for most locations. The contractor shall immediately follow any changes to the guidelines below at no additional cost. In the event of a rare security or emergency situation, the contractor shall not bill the department for any delays experienced by the courier. Couriers must immediately follow all security or emergency orders.

- Location # 1 & 2: (ACC E/W)

Couriers may park in front of the buildings as directed by facility staff. The front lobbies will have items ready for pickup. Items are delivered and left in the front lobby.

- Location # 3: Anchorage Probation Office (APO), Suite 100 / HARS Education/Re-entry, Suite 204

Couriers may park in the front of the building or on the side and use the front entrance.

- Location # 4: Pretrial Enforcement Division (PED) - Bayview Building

Couriers may park in front of the building and use the elevator.

- Location # 5: Atwood Building (Anchorage Central Office)

The courier may find parking in the back alley of the Atwood Building. Couriers may not park in the loading dock unless they are immediately loading or unloading. Freight elevator access cards are required to deliver large items or anytime the courier has a hand truck. Hand trucks and boxes are not allowed through the 7<sup>th</sup> Ave (front) entrance or in the public elevators, only the freight elevator. Freight access cards are checked in and out at the front of the Atwood Building Security Desk on the first floor. An access card drop box may be provided.

- Location # 6: Medical - Atwood Building (Anchorage Central Office)

The courier may find parking in the back alley of the Atwood Building. Couriers may not park in the loading dock unless they are immediately loading or unloading. Freight elevator access cards are required to deliver large items or anytime the courier has a hand truck. Hand trucks and boxes are not allowed through the 7<sup>th</sup> Ave (front) entrance or in the public elevators, only the freight elevator. Freight access cards are checked in and out at the front of the Atwood Building Security Desk on the first floor. An access card drop box may be provided.

**NOTE:** Deliveries to locations 14-16 in paragraph 1 above will come from this location.

- Location # 7: Electronic Monitoring (EM)

Parking lot available. The courier may enter through the side door of the Parkview Building off 9<sup>th</sup> Ave and B Street. Street parking may be allowed for deliveries.

- Location # 8-9: Presentence Unit / Interstate Compact Unit (SPU/ISC)

Street parking in the front and rear of the building.

- Location #10: Hiland Mountain Correctional Center, Eagle River, AK

Couriers may park in front of the buildings as directed by facility staff. (Labs Only)

- Location #11: State Medical Lab

Parking in the parking lot may require a key card after hours.

- Location # 12: Alaska Regional Lab for STAT/RUSH labs

Parking lot available.

- Location # 13: Alaska Native Hospital for Labs

Parking Lot available.

- Location # 17: Palmer State Office Bldg.

Parking Lot available.

#### SERVICE SCHEDULE:

1. Daily courier service Monday through Friday within the Anchorage Bowl and Eagle River, AK, as needed, excluding 12 State holidays. Weekends may be needed for STAT/RUSH labs or routine only. If a scheduled route falls on a holiday, the contractor shall provide services the next business day. It's the contractor's responsibility to know State and Federal holidays; the link below is for State holidays.

<http://doa.alaska.gov/calendar/>

The department will attempt to provide the contractor with as much advance notice of an office closure as possible. During emergencies, advance notice may not be possible. If an office closure occurs during mid-route, the contractor may need to return the items to the distribution location or alter the route and deliver later in the day at no additional cost. The contractor must email the project manager during these events to communicate any alterations. Office closures are rare and are posted on the State's home page, linked below.

<http://alaska.gov/>

2. Services between the Central Office at the Atwood Building and the locations numbered 1-9 are required daily. Pick-up and delivery at the State Medical Lab (location number 11) is on an as-needed basis but occurs almost daily. Pick-up and delivery of STAT/RUSH Labs to Alaska Regional Hospital (location number 12) are as needed only.
3. The contractor shall transport up to two (2) additional bags/boxes to another location on the route. Requests are made by the staff at each location for transporting up to two (2) boxes of files, materials, or supplies to another location on the route at no charge. If the institution or office is requesting more than the allowed number of boxes to be delivered, the pick-up and delivery may be spread the delivery over several days (to avoid extra charges) or schedule a separate pick-up and delivery for those items for an extra charge. Below are the Package estimates:
  - The number of items (bags, boxes, or envelopes) picked up at the Central Office location averages between five (5) - fifteen (15) daily.
  - The number of bags and boxes picked up at Anchorage Correctional Complex East averages one (1) to four (4) daily.

- The number of bags and boxes picked up at the Anchorage Correctional Complex West averages one (1) to four (4) daily.
  - The number of bags and boxes picked up at the PED Bayview ranges from one (1) to four (4).
  - The number of bags or boxes picked up at other locations (other than Central, ACC, and Bayview) averages one (1) to four (4) per day.
  - Prices quoted will be for all bags/boxes that routinely need to be transported, plus up to five at each location, without additional charges other than what is described herein.
4. The courier shall, upon request, make deliveries to subsequent stops on this route if it occurs in the same run at no additional charge, for example.
- SPU (location #8) needs an item delivered to ACC-E (location #1). The courier would bring that item to the Central Office (location #5) and then pick it up during the P.M. run and drop it off at ACCE (location #1).
  - If an office needed an item delivered to a location before the next regular stop, they would need to request a separate courier delivery and pay for the charge.
5. If the department needs additional runs within the Anchorage Bowl, a department employee will call central dispatch with the request. Central dispatch will then contact the courier for same-day pick-up and delivery.

Except for the State Medical Lab or Alaska Regional Hospital locations, the contractor must provide a receipt that lists the following information and accompanies the monthly bill. A copy is retained by the contractor, a Drop-off location point of contact, and a copy is submitted with the monthly bill.

- Contractor name and address
- Pick-up location
- Drop-off location (name and address)
- Date/time picked up
- Date/time dropped off
- Requested By
- Courier name
- Receiver signature

## **SEC. 2.02 DELIVERY SCHEDULE**

### **DELIVERY ROUTE AND TIMES:**

1. The following Service Routes and Schedule are currently working well for the department and shall not be changed without prior approval from the project manager. Any requests, such as the time a location is visited, shall be followed by the contractor.

**A.M. ROUTE begins at 9:00 A.M. at ACC-E.**

9:00 AM: Location #1

Anchorage Correctional Complex East – Pick up at front counter or mailroom for delivery to Central Office (may also have lab samples for delivery to State Lab).

Location #2

Anchorage Correctional Complex West – Pick up at front counter or mailroom for delivery to Central Office (may also have lab samples for delivery to State Lab).

Location #3

800 A – Picked up documents/boxes at APO, Suite 100, and on the 2<sup>nd</sup> floor of the same building, HARS Education/Re-Entry, Suite 204, to Central Office. (Pick-up and delivery for Suite 204 are for every Tuesday & Thursday only)

Location #4

Pre-Sentence Enforcement Division– Bayview Building, Suite 248. Delivery envelope and/or box. This location requires additional runs to various locations within Anchorage. Contact the procurement officer for further information.

Location #5 & 6

Central Office – Deliver all bags/boxes and pick up bags/boxes.

Location #7

Electronic Monitoring – Pickup for delivery to Central Office.

Location #8-9

Presentence Unit/ Interstate Compact – Picked up documents for delivery to Central Office.

Location #11

State Medical Lab – Collect lab samples from ACC-E/W and HMCC and pick up any empty containers for return to assigned stops. Samples shall be picked up during regular scheduled A.M. pickup times but must be delivered to the State Medical lab on the same day. Empty containers at the lab shall be returned to facilities during routine service at no additional charge. These runs are as needed but occur most days. Security Card key required for entry. These labs must be delivered no later than 4:30 PM to the State Lab. As needed.

Location #12

Alaska Regional Hospital (ARH) – These labs will be “STAT” or Rush labs (meaning they are a RUSH needed right away and need to be delivered as quickly as possible) only from ACC and HMCC. Labs shall be dropped off at the Lab department in ARH as needed.

Location #13

Alaska Native Hospital - Drop lab samples collected from ACC-E/W & HMCC, as needed.

## Location #17

Palmer State Office Bldg. (PSOB) – Daily round-trip, pick-up at Central Office and Medical supply around noon, and then pick-up empty medical containers and documents/boxes, and return to Central Office.

**P.M. ROUTE begins no earlier than 2:30 PM**

2:30 PM: Location #5 & #6

Central Office – Deliver bags/boxes and pick up outgoing bags/boxes.

## Location #3

800 A – Deliver bags/boxes to APO, Suite 100, and HARS Education/Re-Entry, Suite 204, every Tuesday and Thursday only.

## Location #7

Electronic Monitoring – Deliver bags/boxes.

## Location #1

Anchorage Correctional Center East – Deliver bags/boxes.

## Location #2

Anchorage Correctional Center West – Deliver bags/boxes.

## Location #8-9

Statewide Presentence Unit/ Interstate Compact – Deliver bags/boxes.

## Location #4

Pre-Sentence Enforcement Division (PED) Bayview Bldg. – Pick up boxes for delivery at two different locations – Central Office and ACC-E & W.

## Location #11

State Medical Lab – Drop lab samples collected from ACC-E/W & HMCC and pick up any empty containers for return to assigned stops. Samples shall be picked up during regular scheduled A.M. pickup times but must be delivered to the State Medical lab on the same day. Empty containers at the lab shall be returned to facilities during routine service at no additional charge. These runs are as needed but happen most days. Security Card key required for entry. These labs must be delivered no later than 4:30 PM to the State Lab. As needed.

## Location #12

Alaska Regional Hospital (ARH) – These labs will be “STAT” or Rush labs (meaning they are a RUSH needed right away and need to be delivered as quickly as possible) only from ACC and HMCC. Labs shall be dropped off at the Lab department in ARH as needed.

## Location #13

Alaska Native Hospital - Drop lab samples collected from ACC-E/W & HMCC, as needed.

**End of Route: Before 4:15 PM**

### **SEC. 2.03 CONTRACT TERM**

The length of the contract will be from the date of the award, approximately **July 1, 2025, through June 30, 2026**, with optional renewals up to **June 30, 2030**. Renewals of this contract/agreement are dependent on legislative appropriation of funding and programmatic needs. Each year (July – June), renewals will be under the same terms and conditions as the original contract unless amended during the term.

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

### **SEC. 2.04 CONTRACT ADMINISTRATION**

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

### **SEC. 2.05 CONTRACT TYPE**

This contract is a **firm-fixed price** contract.

### **SEC. 2.06 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. 2.07 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 to be made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### **SEC. 2.08 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.



**SEC. 2.09 CONTRACT PERFORMANCE LOCATION**

The location(s) where the work is to be performed, completed, and managed are in the Anchorage Bowl, Eagle River, AK, and Palmer, AK. The contractor must provide their own workspace and transportation.

Travel to other locations outside the Anchorage Bowl, Eagle River, AK, and Palmer, AK, will not be required.

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

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

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

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

**SEC. 2.10 SUBCONTRACTORS**

Subcontractors will not be allowed.

**SEC. 2.11 JOINT VENTURES**

Joint ventures will not be allowed.

**SEC. 2.12 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. 2.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for providing all products and completing all work set out in the contract. All products or work are 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. 2.14 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 the required state approvals necessary and issued a written contract amendment.

## **SEC. 2.15 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 working day 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 obliged to reimburse the state for the amount required to correct the problem.

If a contractor gets more than one (1) substantiated SDC in 30 days or a total of two (2) substantiated SDCs in 60 days, it will be grounds for the state to declare the contractor in default.

## **SEC. 2.16 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. 2.17 BILLING INSTRUCTIONS**

The contractor must submit monthly itemized invoices directly to the address below. If there are any scheduling changes, those changes must be immediately reflected on the monthly billing unless directed otherwise by the project manager. Payment will only be made by the State directly to the contractor. Invoices must be itemized and include:

- The contractor's business name and address
- Invoice date and invoice number
- The department's contract number
- Itemize quantities, service description, unit rate, extended rate, and total balance due.
- If additional runs are made receipt slip(s) must accompany the invoice. See Scope of Work, Service Schedule #5.

### Mailing Address:

Department of Corrections

Attention: Procurement – Anchorage

550 W. 7<sup>th</sup> Avenue, Suite 1800

Anchorage, AK 99501

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. 2.18 NONDISCLOSURE AND CONFIDENTIALITY**

The contractor agrees that all confidential information shall be used only for the 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 laws, 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. 2.19 INDEMNIFICATION**

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

the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

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

## **SEC. 2.20 INSURANCE**

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

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

**Proof of insurance is required for the following:**

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

## **SEC. 2.21 SECURITY SPECIFICATIONS**

### **Security:**

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

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

**Security Check:**

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

1. The contractor will complete a Request for Clearance form to submit to the facility security staff for review at least 48 hours prior to commencement of work. The form requires the following information from each person working on site:
  - a. Full name.
  - b. Residence address.
  - c. Telephone Number.
  - d. Date of birth.
  - e. Social Security Number.
  - f. Valid driver's license and state of issue, or other photo identification bearing a Social Security number.
  - g. The names of any relatives, friends, or acquaintances that are currently incarcerated within the facility.
2. The security check will look for recent or frequent past convictions or for outstanding warrants. Security staff reserve the right to disqualify anyone from access to the work site. A past conviction will not automatically disqualify.
3. Once a Request for Clearance has been approved and is on file, it is not necessary for the contractor to complete a new form each time they request to enter the facility grounds.

**Personnel Access:**

1. Access to the work site, which is within a correctional facility, will be monitored and controlled by the Department of Corrections in order to prevent the importation of contraband and escape of inmates. At

no time will contractor staff enter areas of the facility that are off-limits to them, nor drive vehicles along the perimeter fence or other unauthorized areas unless directed to do so by security staff.

2. Contractor staff will report to the visitor's reception area at the beginning of each shift to obtain their identification badge or visitor's badge and sign in on the contractor's log. At the end of each shift, contractor staff will return their badges to this area and sign out of the contractor's log. If workers leave the compound at lunch, they will all leave at the same time. Contractors should encourage their staff to bring lunch and to eat within the designated work area or cafeteria.
3. Contractors, Subcontractors, and Employees may be denied access or be removed from the facility for the following reasons:
  - a. Contractors or workers who are incompetent, careless, or otherwise detrimental to the work or the security of the facility.
  - b. Security requirements.
  - c. Disruptive, abrasive, and/or argumentative conduct.
  - d. Being under the influence of Alcohol, Drugs, and/or any substance that is considered contraband by the Facility (including use of Tobacco Products).
  - e. Refusal to submit to a search of personal property/belongings or themselves.
  - f. Health problems.
  - g. Failure to show proper identification.
  - h. Failure to follow the direction of Correctional Officers and/or staff members.
  - i. Having any unauthorized contact or interaction with inmates.
  - j. Failure to pass the security check.
  - k. Failure to secure tools and work areas. (If no personnel are physically present in the work area, the work area and/or tools must be secured prior to leaving the area.)

#### **Vehicle Access:**

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

#### **Tool Control:**

1. Do not leave prisoner-accessible work areas unattended without first removing or securing all tools and objects that would be considered contraband.

2. At the end of each workday, remove all tools and equipment from inmate-accessible work areas and store them within locked cabinets, locked containers, or locked storage trailers.
3. Maintain a written inventory of tools and equipment daily. Tools and equipment that cannot be accounted for at the end of each workday shall be brought to the immediate attention of a security staff member.

**Contraband:**

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

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

1. A person commits the crime of promoting contraband in the first degree if the person violates AS 11.56.380 and the contraband is:
  - a. A deadly weapon or a defensive weapon.
  - b. An article that is intended by the defendant to be used as a means of facilitating an escape; or
  - c. A controlled substance
2. Promoting contraband in the first degree is a class C felony.

**AS 11.56.380, Promoting contraband in the second degree.**

1. A person commits the crime of promoting contraband in the second degree if the person:
  - a. Introduces, takes, conveys, or attempts to introduce, take, or convey contraband into a correctional facility; or
  - b. Makes, obtains, possesses, or attempts to make, obtain, or possess anything that person knows to be contraband while under official detention within a correctional facility.
2. Promoting contraband in the second degree is a Class A misdemeanor.
  - a. Effective August 26, 1999, contraband includes tobacco products.

**AS 11.56.390, definition:**

In AS 11.56.300-11.56.390, "contraband" means any article or thing that persons confined in a correctional facility are prohibited by law from obtaining, making, or possessing in that correctional facility.

**SEC. 2.22 SECURITY BACKGROUND INVESTIGATIONS AND POLICIES & PROCEDURES**

The department shall require personnel providing direct services within correctional facilities to comply with background investigations and/or security checks prior to starting work under the contract. When background investigations are required, they shall be performed by the department at no charge to the contractor. The department reserves the right to restrict an individual's access to the facility or program if they are determined to pose a threat to security or if they fail to provide the information required for a background check.

The contractor will ensure that all individuals providing services under the terms of the contract complete the following forms and scan completed copies to the procurement officer of record and the program manager.

<http://www.correct.state.ak.us/commissioner/policies-procedures>

- Security Clearance Form.
- PREA Employment Disclosure Form (*only applicable if services are provided in the institution*)
- Code of Ethical Conduct 202.01a.
- Standards of Conduct 202.15a.
- ACOMS form and agreement, and (*only applicable if they will be using DOC computers or the network*)
- Criminal Justice Information Services Addendum (CJIS) form. (*Only required if providing services in the institutions or upon request.*)
  - The department may require the contractor to obtain 2 fingerprint “blue cards” form FD-258 for personnel performing service under this contract (no charge to contractor). Fingerprint (blue cards) can be obtained in Anchorage, in the basement of the Nesbitt Courthouse, or by making arrangements at one of the department institutions by appointment.

Questions or to arrange an appointment, please contact the following personnel:

James Dabbs-Ashworth ([james.dabbs-ashworth@alaska.gov](mailto:james.dabbs-ashworth@alaska.gov))

David Muike ([david.muike@alaska.gov](mailto:david.muike@alaska.gov))

- The completed forms must be submitted to the procurement officer or designee.
- The department will send individual personnel a link to online security awareness training that should take no longer than 2 hours to complete. Training is required biannually.

Recidivism Reporting: (*Only applies if applicable*)

Contractors reporting on program efficacy must use the statutory definition of recidivism. For programs that have been in place less than three (3) years, reports must clearly state the date parameters that are being used to report recidivism. The statutory definition of recidivism is:

Per AS 44.19.647 Recidivism Definition:

A felony offender who is reincarcerated within three (3) years of release for any offense conviction:

- Parole or probation violation
- New felony crime
- New misdemeanor crime

And per department Policies & Procedures 501.2 (Research Activities) & 650.01 (Criminal Justice Information Access), links provided below:

<https://doc.alaska.gov/pnp/pdf/501.02.pdf?080916>

<https://doc.alaska.gov/pnp/pdf/650.01.pdf>



Employee Incident Reporting: Contractor is required to contact the program manager for this contract if any of its employees working under this contract are involved in any criminal behavior and report it to the department within 24 hours of notice of the incident. Reporting shall be via email to the program manager and can be followed up with a phone call if needed.

## **SEC. 2.23      TERMINATION FOR DEFAULT**

- a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

## **SECTION 3. BID FORMAT AND CONTENT**

### **SEC. 3.01 BID FORMS**

Bidders shall use the front page of this ITB, the Bid Submission Cover Sheet, 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 and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- E. All terms and conditions set out in this ITB;
- F. The price(s) submitted were 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 the company or any individuals working on the contract have 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 is disclosed from any source that 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. 3.02 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.

## SECTION 4. EVALUATION AND CONTRACTOR SELECTION

### SEC. 4.01 EVALUATION OF BIDS

After the 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 to 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:

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

- Alaska Military Skills Program Preference – AS 36.30.321(l)
- 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 the 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**

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) a limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) a 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 governments, or the general public.

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

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 ALASKA MILITARY SKILLS PROGRAM PREFERENCE**

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- b) has an active partnership with an entity that employs an apprentice through a program described above.

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 governments, or the general public.

#### **Alaska Military Skills Program Preference Certification**

In order to receive the Alaska Military Skills Program 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.

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(l) must be provided to the Procurement Officer at the time of bid submission. Bidders must provide clarification or additional information requested by the Procurement Officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the bidder not receiving the Military Skills Program Preference.

### **SEC. 4.06 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 governments, or the general public.

### **SEC. 4.07 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 Alaskan 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 governments, or the general public.

### **SEC. 4.08 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 of companies that 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. 4.09 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. 4.10 METHOD OF AWARD**

The award will be made to the lowest responsive and responsible bidder. To be considered responsive, bidders must bid on all services listed on the bid schedule. Failure to bid on all services listed will cause your bid to be rejected as non-responsive.

**SEC. 4.11 CONTRACTOR SELECTION PROCESS**

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

**SEC. 4.12 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 sent 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 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. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, 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. 5.03 AUTHORITY

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

**SEC. 5.04 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. 5.05 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 worksites. Individuals designated by the procurement officer at the state's expense will make site inspections.

**SEC. 5.06 ORDER DOCUMENTS**

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

**SEC. 5.07 HUMAN TRAFFICKING**

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

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

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

**SEC. 5.08 RIGHT OF REJECTION**

Bidders must comply with all 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 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 counteroffer 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 bidders,
- 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 is determined to be in the state's best interest.

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

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

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

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

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted becomes 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 a bidder 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., it 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 a bidder submits with its bid as CBI, the bidder must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the bidder asserts make the information CBI. If the bidder does not do these things, the information will become public after the Notice of Intent to Award is issued. If the bidder does these things, OPPM or their designee will evaluate the bidder's assertion upon receiving a request for the information. If OPPM or their designee rejects the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the bidder an opportunity to object to the disclosure of the information.

## **SEC. 5.11 ASSIGNMENTS**

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

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

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

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

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

### **SEC. 5.13     DEFAULT**

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

### **SEC. 5.14     DISPUTES**

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

### **SEC. 5.15     SEVERABILITY**

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

### **SEC. 5.16     CONTRACT CANCELLATION**

- 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 provided before the effective date of 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. 5.17     GOVERNING LAW; FORUM SELECTION**

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

### **SEC. 5.18     QUALIFIED BIDDERS**

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for the 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 to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

## SEC. 5.19 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. 5.20 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 bidder 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 to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

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

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

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

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

## **SECTION 6. ATTACHMENTS**

### **SEC. 6.01 ATTACHMENTS**

**Attachments:**

- 1) Bid Schedule
- 2) Security Clearance
- 3) Confidentiality Agreement
- 4) References
- 5) Alaska Bidders Preference
- 6) Anchorage Bowl Map, Eagle River Map, & Palmer Map

**Attachment 1****BID SCHEDULE****ITB 2026-2000-0016 – Courier Services**

Bidders must completely fill out the bid schedule. Incomplete bid schedules may be found non-responsive, and the bid rejected. The bid schedule Unit Price is used to establish subsequent contract rates. The Extended Price and Total Bid Cost are used for evaluation purposes only. Rates shall remain firm for the life of the contract. The department doesn't guarantee a minimum or maximum amount to be paid to the contractor. The contractor shall bill for services requested by the department to perform. Partial years, months, or weeks shall be prorated.

The contractor must enter rates that include all direct and indirect costs, such as employee wages, insurance, vehicles, and fuel. The contractor shall not bill the department other than the rates entered below. Quantities listed cannot be changed by the bidder; if changes are made, the bid will be deemed non-responsive.

The quantities listed in the Scheduled Services are current annual needs, and the contractor shall provide them unless directed otherwise by the project manager.

The quantities listed in the As Needed Services are estimated annual needs; actual quantities may vary. The Unit Price for items 8 and 9 shall be for round-trip service. If the department requests a run outside the Anchorage Bowl, the contractor shall charge by the mile, item 10 (Except for Eagle River Location).

Scheduled Services							
Item	Description of Services	Unit	QTY		Unit Price		Extended Price
1	Central Office – Anchorage Correctional Center – East, Round-trip daily service.	MO	12	X	\$	=	\$
2	Central Office – Anchorage Correctional Center – West, Round-trip daily service.	MO	12	X	\$	=	\$
3	Central Office – Pre-Sentence Enforcement Division, Bayview Bldg.- Round-trip daily service.	MO	12	X	\$	=	\$
4	Central Office – Statewide Presentence Unit * Interstate Compact - Carr Gottstein Bldg. - Round-trip daily service.	MO	12	X	\$	=	\$
5	Central Office – Electronic Monitoring, Round-trip daily service.	MO	12	X	\$	=	\$
6	Central Office – (800 A) Adult Probation Office, Suite 100, Round-trip daily service.	MO	12	X	\$	=	\$

7	Central Office – (800 A) HARS EDU / Re-entry, Suite 204, Tuesdays and Thursdays Only	MO	12	X	\$	=	\$
8	Central Office – Medical, Atwood Bldg. - Round-trip daily service.	MO	12	X	\$	=	\$
9	Central Office – Palmer State Office Bldg. (PSOB) Round-trip daily service	MO	12	X	\$	=	\$
<b>As Needed Services (one-way)</b>							
Item	Description of Services	Unit	QTY		Unit Price		Extended Price
10	ACC - East & West – State Medical Lab Run (usually occurs daily)	EA	365	X	\$	=	\$
11	HMCC – State Medical Lab (may be needed daily)	EA	365	X	\$	=	\$
12	Additional runs in the Anchorage Bowl	EA	150	X	\$	=	\$
13	Additional runs outside the Anchorage Bowl and Eagle River (rare but may be needed)	Mile	500	X	\$	=	\$
14	ACC – East & West – “STAT” Labs to Alaska Regional Hospital (7 days a week as needed.)	EA	365	X	\$	=	\$
15	HMCC (Eagle River, AK) – “STAT” Labs to Alaska Regional Hospital (7 days a week as needed.)	EA	200	X	\$	=	\$
16	ACC – East & West – Alaska Native Hospital – Labs	EA	100	X	\$	=	\$
17	HMCC – Alaska Native Hospital – Labs	EA	100	X	\$	=	\$
<b>TOTAL BID AMOUNT (Items 1 through 17):</b>							<b>\$</b>

**Attachment 2**

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

Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Purpose of this check: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security \_\_\_\_\_

Alaska driver's license #: \_\_\_\_\_

Other states the applicant has resided in and the dates: \_\_\_\_\_

Prior criminal history (including the state the offense occurred in) \_\_\_\_\_

Is the applicant currently on probation or parole? \_\_\_\_\_ If yes, where? \_\_\_\_\_

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

Clearance requested by (Contractor): \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Department Use Only**

\*\*\*\*\*

APSIN/WANTS: Clear: \_\_\_\_\_ Wants: \_\_\_\_\_ See Attached: \_\_\_\_\_

NCIC/WANTS: Clear: \_\_\_\_\_ Wants: \_\_\_\_\_ See Attached: \_\_\_\_\_

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

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

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Oversight Officer/Superintendent,  
Division of Institutions

Request Granted: \_\_\_\_\_ Request Denied: \_\_\_\_\_

Reason for denial: \_\_\_\_\_

DOC Staff Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_



**Attachment 3****State of Alaska  
Department of Corrections****Contractor Confidentiality Agreement**

I understand that as an employee, partner, associate, or assignee of \_\_\_\_\_ (Company Name), I may have access to sensitive, confidential, or secure DOC information. All DOC information about client or employer data is to remain confidential during and after my employment or association with (company name) \_\_\_\_\_. DOC information, whether gathered and shared in verbal, written, magnetic, or electronic form, can only be disclosed as needed in the course of my official job duties and only after approval from DOC. I agree not to disseminate or disclose such information except for lawful purposes to authorized persons and only to the same extent that a State of Alaska employee would be authorized to make such disclosure.

I agree to abide by any and all federal and state regulations, procedures, safeguards, and contractual clauses that apply to my work environment and to (company name) \_\_\_\_\_ and its employees, partners, and assignees. DOC may, if it deems necessary, provide training to contractor's employees/agents on DOC confidentiality issues.

I understand that I must immediately disclose if I have a relative in the custody of Alaska DOC or any other state. I understand that I am required to provide my social security number and that DOC will verify that there are no outstanding warrants for my arrest. I further understand that I must submit to a security background check.

**I have read and understand the foregoing, and I understand that I may be sanctioned for any violation of this agreement, including possible termination of a contract with DOC and possible criminal prosecution.**

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_ Supervisor's Name: \_\_\_\_\_

Company Address: \_\_\_\_\_ Company Phone #: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Attachment 4****Professional References**

Courier Services - ITB 2026-2000-0016

Reference # ONE	
Company Name:	
Company Contact:	
Phone Number:	
Email:	
Length of Service:	
Type of Service:	

Reference # TWO	
Company Name:	
Company Contact:	
Phone Number:	
Email:	
Length of Service:	
Type of Service:	

Reference # THREE	
Company Name:	
Company Contact:	
Phone Number:	
Email:	
Length of Service:	
Type of Service:	

## Attachment 5



# ALASKA BIDDER PREFERENCE CERTIFICATION

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

## BUSINESS NAME:

<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.	
<b>1.</b>	<b>2.</b>
<b>3.</b>	<b>4.</b>
<b>5.</b>	<b>6.</b>

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**: \_\_\_\_\_
- 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: \_\_\_\_\_

City: \_\_\_\_\_

ZIP: \_\_\_\_\_

“**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 the resident(s) used to meet this requirement have 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**: \_\_\_\_\_

**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: \_\_\_\_\_

**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: \_\_\_\_\_

**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 \_\_\_\_\_ and all information on this form is true and correct to the best of my knowledge.

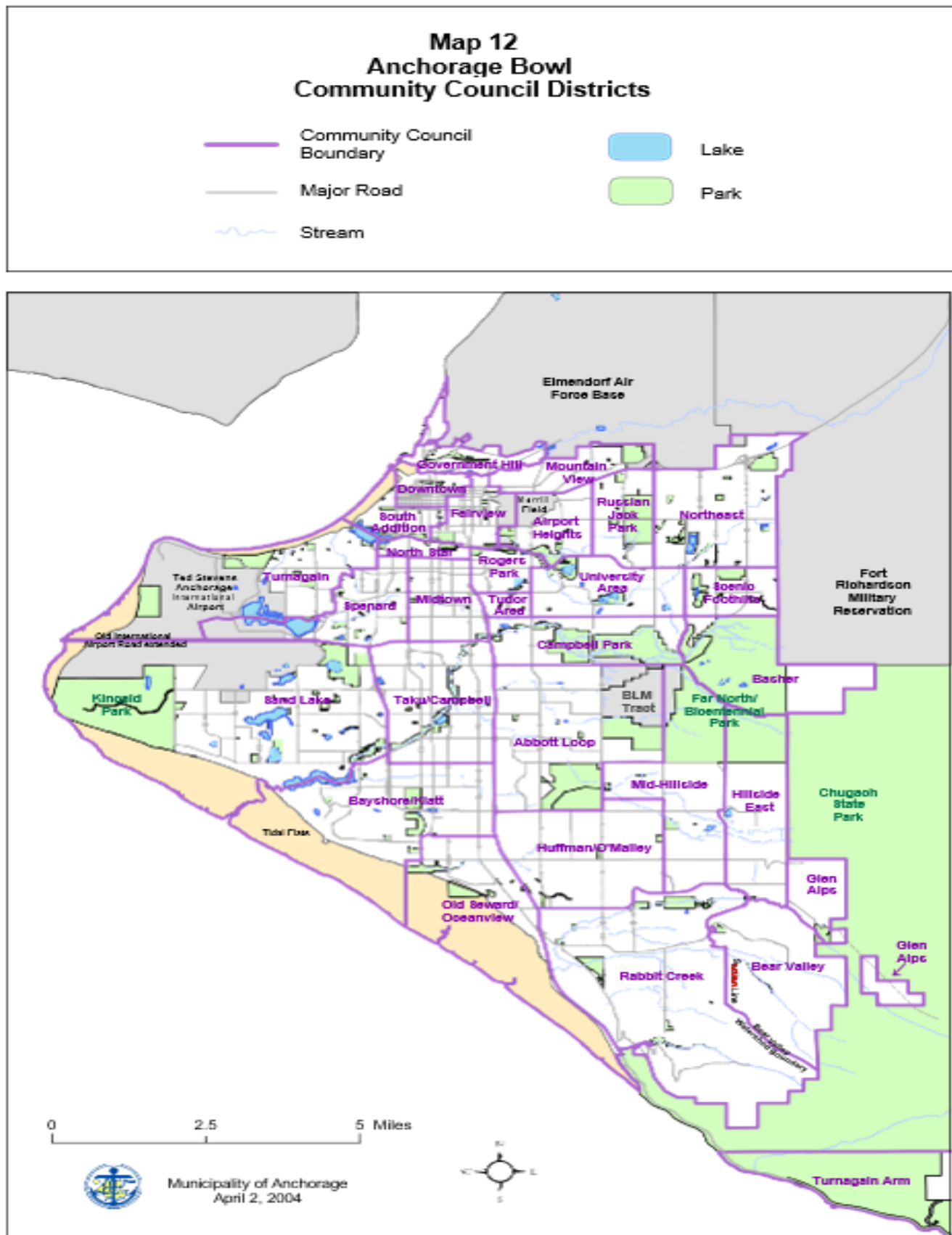
Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

## Attachment 6



The map displays the Eagle River area in Alaska. A callout box labeled "State of Alaska Correctional Facilities" points to a specific location on the map. The map includes labels for "Eagle River", "Eagle", and "Eagle River Greenbelt". Roads shown include "Glenn Hwy", "Old Glenn Hwy", "N Eagle River Loop Rd", "Chain of Rock St", "Meadow Creek Dr", "War Admiral Rd", "Eagle River Rd", and "S Eagle River Loop Rd". A road marker for "1" is visible on Glenn Hwy.



## Palmer Map

