

STATE OF ALASKA

INVITATION TO BID (ITB)



ANDREW P. KASHEVAROFF (APK) BUILDING JANITORIAL SERVICES

ITB 2026-0500-0051

ISSUED 7/23/2025

THE STATE OF ALASKA IS SEEKING A VENDOR TO PROVIDE JANITORIAL SERVICES AT THE APK BUILDING LOCATED AT 395 WHITTIER STREET IN JUNEAU, ALASKA. SERVICES INCLUDING ROUTINE CLEANING SUCH AS SANITIZING RESTROOMS, TRASH COLLECTION AND REMOVAL, RECYCLING, FLOOR CARE SUCH AS MOPPING AND VACUUMING, GLAZING WASHES, AS WELL AS SPILL, STAIN, AND SPOT TREATMENT. SERVICES ALSO INCLUDES PERIODIC DEEP CLEANING OF GLAZING, MARMOLEUM AND TERRAZZO FLOORING, CARPETS, AND HARDSCAPES. UPON REQUEST, SERVICES ALSO INCLUDE ASSISTANCE IN CLEANING BEFORE AND AFTER SPECIAL EVENTS.

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below 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 award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence 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 and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT	
DIVISION OF LIBRARIES, ARCHIVES, AND MUSEUMS	COMPANY SUBMITTING BID
	AUTHORIZED SIGNATURE
PROCUREMENT OFFICER:	
DISNEY RAMOS	PRINTED NAME
PHONE: (907) 269-3484	
EMAIL: eed.procurement@alaska.gov	DATE

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE ITB	4
SEC. 1.02 BUDGET	4
SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.04 PRIOR EXPERIENCE	4
SEC. 1.05 REQUIRED REVIEW	5
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS	5
SEC. 1.07 SITE INSPECTION	5
SEC. 1.08 RETURN INSTRUCTIONS	5
SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY	6
SEC. 1.10 AMENDMENTS TO BIDS	6
SEC. 1.11 AMENDMENTS TO THE ITB	6
SEC. 1.12 ITB SCHEDULE	6
SEC. 1.13 ALTERNATE BIDS	7
SEC. 1.14 SUPPORTING INFORMATION	7
SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER	7
SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION	8
SEC. 2.01 SCOPE OF WORK	8
SEC. 2.02 CONTRACT TERM	11
SEC. 2.03 CONTRACT TYPE	12
SEC. 2.04 PAYMENT FOR STATE PURCHASES	12
SEC. 2.05 ELECTRONIC PAYMENTS	12
SEC. 2.06 CONTRACT ADMINISTRATION	12
SEC. 2.07 CONTRACT PERFORMANCE LOCATION	12
SEC. 2.08 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED	13
SEC. 2.09 SUBCONTRACTORS	13
SEC. 2.10 JOINT VENTURES	13
SEC. 2.11 RIGHT TO INSPECT PLACE OF BUSINESS	13
SEC. 2.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	13
SEC. 2.13 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	13
SEC. 2.14 CONTINUING OBLIGATION OF CONTRACTOR	13
SEC. 2.15 BILLING INSTRUCTIONS	14
SEC. 2.16 NONDISCLOSURE AND CONFIDENTIALITY	14
SEC. 2.17 INDEMNIFICATION	15
SEC. 2.18 INSURANCE	15
SECTION 3. BID FORMAT AND CONTENT	16
SEC. 3.01 BID FORMS	16
SEC. 3.02 PRICES	16
SECTION 4. EVALUATION AND CONTRACTOR SELECTION	17
SEC. 4.01 EVALUATION OF BIDS	17
SEC. 4.02 APPLICATION OF PREFERENCES	17
SEC. 4.03 ALASKA BIDDER PREFERENCE	17
SEC. 4.04 ALASKA VETERAN PREFERENCE	18
SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE	18
SEC. 4.06 ALASKA PRODUCT PREFERENCE	19
SEC. 4.07 EMPLOYMENT PROGRAM PREFERENCE	20
SEC. 4.08 ALASKANS WITH DISABILITIES PREFERENCE	20
SEC. 4.09 PREFERENCE QUALIFICATION LETTER	20
SEC. 4.10 EXTENSION OF PRICES	21
SEC. 4.11 METHOD OF AWARD	21
SEC. 4.12 CONTRACTOR SELECTION PROCESS	21
SEC. 4.13 NOTICE OF INTENT TO AWARD	21
SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION	22
SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	22
SEC. 5.02 AUTHORITY	22
SEC. 5.03 COMPLIANCE	22
SEC. 5.04 SUITABLE MATERIALS, ETC.	23
SEC. 5.05 SPECIFICATIONS	23

SEC. 5.06	CONTRACTOR SITE INSPECTION	23
SEC. 5.07	ORDER DOCUMENTS.....	23
SEC. 5.08	HUMAN TRAFFICKING	23
SEC. 5.09	RIGHT OF REJECTION	23
SEC. 5.10	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	24
SEC. 5.11	DISCLOSURE OF BID CONTENTS	24
SEC. 5.12	ASSIGNMENTS.....	25
SEC. 5.13	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)	25
SEC. 5.14	DEFAULT	25
SEC. 5.15	DISPUTES	25
SEC. 5.16	SEVERABILITY	25
SEC. 5.17	CONTRACT CANCELLATION.....	25
SEC. 5.18	GOVERNING LAW; FORUM SELECTION	25
SEC. 5.19	QUALIFIED BIDDERS.....	26
SEC. 5.20	FEDERALLY IMPOSED TARIFFS	26
SEC. 5.21	PROTEST	27
SECTION 6.	ATTACHMENTS	28
SEC. 6.01	ATTACHMENTS	28

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Education and Early Development, Division of Libraries, Archives and Museums, is soliciting bids for a vendor to provide janitorial services at the Fr. Andrew P. Kashevaroff (APK) building located at 395 Whittier Street in Juneau, Alaska. Services including routine cleaning such as sanitizing restrooms, trash collection and removal, recycling, floor care such as mopping and vacuuming, glazing washes, as well as spill, stain, and spot treatment. Services also includes periodic deep cleaning of glazing, marmoleum and terrazzo flooring, carpets, and hardscapes. Upon request, services also include assistance in cleaning before and after special events.

APK houses the Alaska Department of Education and Early Development, Library, Archives, & Museums (LAM) Division. Within the walls of the APK, LAM provides access to government information for state agencies and other researchers, collects, organizes, preserves, and makes accessible materials that document the history of Alaska, and promotes the development of libraries, archives and museums statewide for the benefit of all Alaskans.

Due to the need to preserve and protect Alaska's historical documents and historical antiquities, the APK is a secure facility. Contractor staff will be subjected to background checks. Staff will be issued keys and keycards. Staff will be instructed on areas they can and cannot access. Work schedules will be predictable and approved by the LAM operations manager or designee. Contractor staff will comply with all security and safety requirements.

Due to the uniqueness and value of APK collections, cleaning agents will be approved by LAM operations manager or appointee. Cleaning agents and cleaning process requirements, restrictions and prohibitions must be adhered by contractor staff.

SEC. 1.02 BUDGET

The Department of Education and Early Development, Division of Libraries, Archives, and Museums, estimates a budget of up to **\$750,000** for this contract. Bids priced at more than **\$750,000** will be considered non-responsive.

Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **3:00pm** Alaska Time on **August 6, 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

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

- 5 years' experience providing janitorial services at a facility of similar size and scope. References required.

A bidder's failure to meet the minimum prior experience requirement 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 award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer via email at eed.procurement@alaska.gov. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over email. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

SEC. 1.07 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this ITB. The site may be inspected by contacting:

Clint Jefferson Farr
Operations Manager, DEED Division of Libraries, Archives, Museum
395 Whittier Street
Juneau AK 99811-0571
907-465-2912
clint.farr@alaska.gov

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions, and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.05.

SEC. 1.08 RETURN INSTRUCTIONS

When submitting your bid, the entire bid must be emailed to eed.procurement@alaska.gov and must contain the ITB number in the subject line of the email, **ITB 2026-0500-0051**. 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. **There are Four (4) forms required to submit a bid. 1) Page 1 of ITB, 2) Submittal Form A, 3) Bid Sheet, 4) Prior Experience Minimum Requirement.**

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) 269-3484 to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.09 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. 1.10 AMENDMENTS TO BIDS

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

SEC. 1.11 AMENDMENTS TO THE ITB

If an amendment is issued 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. 1.12 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	3:00pm	7/23/2025
Deadline for Receipt of Questions	3:00pm	7/30/2025
Deadline for Receipt of Bids / Bid Due Date	3:00pm	8/6/2025
Bid Evaluations Complete	3:00pm	8/8/2025
Notice of Intent to Award	5:00pm	8/8/2025
Contract Issued	3:00pm	8/18/2025

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 Education and Early Development, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 ALTERNATE BIDS

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

SEC. 1.14 SUPPORTING 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. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB, and which 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

ANDREW P. KASHEVAROFF BUILDING CHARACTERISTICS

- TEN (10) RESTROOMS.
- FIVE (5) PRIVATE ENCLOSED OFFICES.
- APPROXIMATELY 22,426 SQUARE FEET OF PUBLICALLY ACCESSIBLE AREAS ON FLOORS ONE AND TWO.
- APPROXIMATELY 18,553 SQUARE FEET OF EXHIBIT SPACE AREA.
- APPROXIMATELY 33,498 SQUARE FEET OF PARKING GARAGE

ITEM A

DAILY SERVICES:

In Summer, services are to be performed between 7:30:00 AM and 12:00 PM Monday through Friday, and between 8:00 AM and 12:00 PM on Saturday and Sunday.

In Winter, services are to be performed between 7:30:00 AM and 12:00 PM Monday through Friday, and between 8:00 AM and 12:00 PM on Saturday. In winter the building is closed on Sundays.

- Empty and wipe clean all wastebaskets, including in office areas.
- Remove trash from the building to designated dumpster in rolling bins to prevent leaking or torn bags from dripping or spilling on the floors.
- Immediately close dumpster lid after refuse disposal to prevent birds and varmint from accessing trash.
- Secure trash in plastic garbage bags and dispose of garbage bags in a designated container. After disposal, the contractor must close and secure the container lids and/or doors. This includes trash from outside the foyer area.
- Recyclable materials in recycle receptacles and bins shall be bagged in clear plastic liners and placed in the appropriate bins in the parking garage for recycle collection. Mixed refuse is considered refuse. Recycle pickup is NOT part of this ITB.
- Pick up garbage and litter spilled or lying around the facility
- Clean all mirrors and interior glass. Leave all interior glass in a clean and streak-free condition. This also includes the atrium area, mezzanine, bridge, and bathrooms. Note: Ammonia-based cleaners may not be used on plexiglass surfaces.
- Vacuum and then mop all terrazzo floors with liquid detergent and water, rinse tiled floors with clean water then mop tiled floors dry at least three times a week
- Regularly spot vacuum all visible dirt from carpeting, rugs, and walk-out mats in high traffic and public areas.
- Clean all drinking fountains and bathroom fixtures with a liquid disinfectant.
- Clean and sanitize all restroom toilets, urinals, divider panels, sinks, faucets, counters, doors, door handles, urinal mats, and trash receptacles with germicidal solution at recommended strength.
- Maintain all bathroom fixtures and drinking fountains in a clean, sanitary, and germ-free condition.
- Clean bathroom toilets following standard practices.
- Replace restroom and sanitary napkin receptacle liners
- Mop bathroom floors, rinse with clean water if necessary, and mop up excess water so the floors dry quickly.

- During the period of heaviest visitation, May through September, the Contractor shall check the first-floor atrium and museum public restrooms mid-day to restock supplies, pick up litter, and clean up wet floors and counter
- Fill all paper, toilet-seat cover, soap, and other dispensers with products of proper size and type.
- Maintain all paper, toilet-seat cover, baby changing table, soap, and other dispensers in a clean and usable condition.
- Maintain all entry mats in a clean, dirt-free, and functional condition.

WEEKLY SERVICES:

In Summer, services are to be performed between 7:30:00 AM and 12:00 PM Monday through Friday, and between 8:00 AM and 12:00 PM on Saturday and Sunday.

In Winter, services are to be performed between 7:30:00 AM and 12:00 PM Monday through Friday, and between 8:00 AM and 12:00 PM on Saturday. In winter the building is closed on Sundays.

Vacuum carpeted floors.

- Clean spots from all carpeted floors with carpet shampoo.
- Dry dust all flat surfaces, inclusive of library stacks, public tables
- Clean all dirt and smudge marks from walls and fixtures.
- Mop linoleum floor staff areas.
- Maintain air vent grills in a dust and lint-free condition.
- Ensure dispensers for all paper, toilet-seat cover, soap, and other required dispensers.
- For public elevator, twice a week vacuum dirt and debris from the elevator tracks and threshold, vacuum and mop the floor, clean, and polish the interior and exterior car walls and doors, and clean and sanitize the handrails and service panel.
- For staff elevator, once a week vacuum dirt and debris from the elevator tracks and threshold, vacuum and mop the floor, clean, and polish the interior and exterior car walls and doors, and clean and sanitize the handrails and service panel.
- For the public stair wells, vacuum, damp mop, clean and sanitize handrails and surfaces
- For the staff stair well, vacuum, and damp mop
- For the Grand stair (next to Eagle Tree), twice weekly vacuum, damp mop, clean and sanitize handrails and surfaces, and clean glazing along the edge of the stairs

MONTHLY:

- Thoroughly edge vacuum all carpeted areas including
- For the public stair wells, dusting and general wall spot clean
- For the staff stair well, clean and sanitize surfaces, dusting, and general wall spot clean
- For the staff and security office clean glazing.

AD HOC SERVICES:

- Supply, check, and replenish liquid hand soap, 2-ply facial quality toilet tissue, paper towels, feminine products, toilet seat covers, and baby changing table covers in all restrooms. Use the appropriate products designed for the dispensers provided.

- Keep building drains free of hair, soap scum, dirt. Pour water down floor drains to reduce drain odors.

BIDDER'S NOTE: THE STATE ESTIMATES IT WILL TAKE AT LEAST 56 HOURS PER MONTH IN THE SUMMER SEASON AND 40 HOURS PER MONTH IN THE WINTER SEASON TO PERFORM THE TASKS SET OUT IN ITEM A ABOVE.

ITEM B

AS REQUIRED SERVICES: In Summer, services are to be performed between 7:30:00 AM and 12:00 PM Monday through Friday, and between 8:00 AM and 12:00 PM on Saturday and Sunday.

In Winter, services are to be performed between 7:30:00 AM and 12:00 PM Monday through Friday, and between 8:00 AM and 12:00 PM on Saturday. In winter the building is closed on Sundays.

Payment will be made monthly after the work has been inspected and approved by a museum staff member.

- Replace plastic wastebasket liners in offices, break room, foyers, and exterior front entry. This is required at least once a week or whenever the plastic wastebasket liner is torn or soiled.

The contractor will maintain daily contact with the museum staff contact person.

BIDDER'S NOTE: THE STATE ESTIMATES IT WILL TAKE AT LEAST 2 MAN-HOUR PER WEEK TO PERFORM THE TASKS SET OUT IN ITEM B ABOVE.

ITEM C

SCHEDULED SERVICES: These services are required twice each year on a date and time set by a museum staff member or the contracting officer. Payment will be made after the service is performed and the work has been inspected and approved by a museum staff member

- Shampoo all carpets, ensuring that all carpeting is completely dry prior to the beginning of the museum's normal business hours.

BIDDER'S NOTE: THE STATE ESTIMATES IT WILL TAKE AT LEAST 20 MAN-HOURS TO PERFORM THE TASKS SET OUT IN ITEM D ABOVE.

ITEM D

SCHEDULED SERVICES: These services are required up to each year on a date and time set by a museum staff member or the contracting officer. Payment will be made after the service is performed and the work has been inspected and approved by a museum staff member.

- Strip, wash, and rinse all terrazzo floors, and then apply new wax in sufficient layers to protect floors and ensure a high sheen.

BIDDER'S NOTE: THE STATE ESTIMATES IT WILL TAKE AT LEAST 120 MAN-HOURS TO PERFORM THE TASKS SET OUT IN ITEM D ABOVE.

ITEM E

SCHEDULED SERVICES: These services are required approximately two times each year on a date and time set by a museum staff member or the contracting officer. Payment will be made each time the service is performed, and after the work has been inspected and approved by a museum staff member. A staff member is required to be on site to inspect for leakage.

- Wash the inside and outside of all exterior glass (windows, doors, walls, except for the skylights) and leave all exterior glass in a clean and streak-free condition.

BIDDER'S NOTE: THE STATE ESTIMATES IT WILL TAKE AT LEAST 8 MAN-HOURS, EACH TIME, TO PERFORM THE TASKS SET OUT IN ITEM G ABOVE.

ITEM F

SCHEDULED SERVICES:

In Summer, services are to be performed between 7:30:00 AM and 12:00 PM Monday through Friday, and between 8:00 AM and 12:00 PM on Saturday and Sunday.

In Winter, services are to be performed between 7:30:00 AM and 12:00 PM Monday through Friday, and between 8:00 AM and 12:00 PM on Saturday. In winter the building is closed on Sundays.

- Wipe entrance doors and adjacent windows to remove unsightly dust, dirt, cobwebs, and spots.
- Police Sidewalks and grounds to pick up and remove litter.
- Sweep exterior concrete entryways, ramps, steps, and loading dock to remove gravel, sand, and debris as needed.
- Power wash or scrub clean entry ramps, steps, risers, walkways, and loading dock as needed to remove slime, liquid spills, grime, and bird droppings monthly or as needed during the summer months.
- Empty cigarette urns, when and if provided, and replace sand as needed.
- In parking garage, power sweep, pick up leaf debris that compacts around the entry gate area, pick up litter.
- As needed, use an absorbent medium to clean up new spills from vehicle engines (oil, antifreeze, tar, and grease) on the parking garage floor

BIDDER'S NOTE: THE STATE ESTIMATES IT WILL TAKE AT LEAST 8 MAN-HOURS, EACH TIME, TO PERFORM THE TASKS SET OUT IN ITEM F ABOVE.

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of the award, approximately **August 2025**, through **July 31, 2026**, with the option to renew for **four additional one-year terms** under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

- Initial Term: August 2025 – July 31, 2026
- Renewal Option #1: August 1, 2026 – July 31, 2027
- Renewal Option #2: August 1, 2027 – July 31, 2028
- Renewal Option #3: August 1, 2028 – July 31, 2029
- Renewal Option #4: August 1, 2029 – July 31, 2030

SEC. 2.03 CONTRACT TYPE

This contract is a Fixed Price contract.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Education and Early Development or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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.

SEC. 2.05 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Bidders may review information concerning the EFT process and access the [Electronic Payment Agreement Form for Vendors](https://doa.alaska.gov/dof/vendor.html) at the following link: <https://doa.alaska.gov/dof/vendor.html>. Method of payment is not a factor in the State's determination for award.

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

SEC. 2.06 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Education and Early Development, Division of Libraries, Archives, and Museums.

SEC. 2.07 CONTRACT PERFORMANCE LOCATION

The location of the work is to be performed, completed, and managed is at:

- 395 Whittier Street in Juneau, Alaska.

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. 2.08 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 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.11 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. 2.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 2.13 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.14 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. 2.15 BILLING INSTRUCTIONS

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

SEC. 2.16 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

SEC. 2.17 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. 2.18 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.

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 was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;

- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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 government, 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 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 ALASKA PRODUCT PREFERENCE

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

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 4.07 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.08 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.09 PREFERENCE QUALIFICATION LETTER

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

SEC. 4.10 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. 4.11 METHOD OF AWARD

Award will be made by lot to the lowest responsive and responsible bidder. To be considered responsive for a lot, bidders must bid on all items within that lot.

SEC. 4.12 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 needed service, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For 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. 4.13 NOTICE OF INTENT TO AWARD

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be 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 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. 5.02 AUTHORITY

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

SEC. 5.03 COMPLIANCE

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

SEC. 5.04 SUITABLE MATERIALS, ETC.

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

SEC. 5.05 SPECIFICATIONS

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

SEC. 5.06 CONTRACTOR SITE INSPECTION

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

SEC. 5.07 ORDER DOCUMENTS

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

SEC. 5.08 HUMAN TRAFFICKING

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

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

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

SEC. 5.09 RIGHT OF REJECTION

Bidders must comply with all 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. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.11 DISCLOSURE OF BID CONTENTS

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information 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., 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 reject 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. 5.12 ASSIGNMENTS

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

SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 5.14 DEFAULT

In case of default by the contractor, for any reason whatsoever, the state may 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. 5.15 DISPUTES

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

SEC. 5.16 SEVERABILITY

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

SEC. 5.17 CONTRACT CANCELLATION

- 1) The state reserves the right to cancel the contract at its convenience upon 45 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 termination.

SEC. 5.18 GOVERNING LAW; FORUM SELECTION

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

SEC. 5.19 QUALIFIED BIDDERS

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

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

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

SEC. 5.20 FEDERALLY IMPOSED TARIFFS

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

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

SEC. 5.21 PROTEST

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

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or 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) Minimum Prior Experience Requirement Form
- 2) Submittal Form A
- 3) Bid Sheet

Bidder's Note: All forms listed above are required as part of the ITB submission process, as is Page 1 of this ITB document, Bidder's Information.