STATE OF ALASKA INVITATION TO BID (ITB)



DMV CONTRACT AGENT SERVICES FOR SUSITNA/TRAPPER CREEK

ITB 2026-0200-0021 / 02-108-25

ISSUED AUGUST 1, 2025

THE DEPARTMENT OF ADMINISTRATION, DIVISION OF MOTOR VEHICLES, IS SOLICITATING BIDS FOR A CONTRACT AGENT TO PROVIDE SERVICES IN THE SUSITNA VALLEY/TRAPPER CREEK AREA.

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 ADMINISTRATION	
OFFICE OF PROCUREMENT & PROPERTY MANAGEMENT	COMPANY SUBMITTING BID
_	AUTHORIZED SIGNATURE
PROCUREMENT OFFICER	PRINTED NAME
Lisa Trombi	
EMAIL: doa.oppm.procurement@alaska.gov	DATE

TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & INSTRUCTIONS	
SEC. 1.01	PURPOSE OF THE ITB	
SEC. 1.02	BUDGET	
SEC. 1.03	DEADLINE FOR RECEIPT OF BIDS	
SEC. 1.04	PRIOR EXPERIENCE	4
SEC. 1.05	REQUIREMENTS AFTER CONTRACT AWARD	4
SEC. 1.06	BACKGROUND CHECK	
SEC. 1.07	REQUIRED REVIEW	
SEC. 1.08	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS	
SEC. 1.09	RETURN INSTRUCTIONS	
SEC. 1.10	ASSISTANCE TO BIDDERS WITH A DISABILITY	6
SEC. 1.11	AMENDMENTS TO BIDS	6
SEC. 1.12	AMENDMENTS TO THE ITB	6
SEC. 1.13	ITB SCHEDULE	6
SEC. 1.14	PRE-BID TELECONFERENCE	
SEC. 1.15	ALTERNATE BIDS	
SEC. 1.16	SUPPORTING INFORMATION	
SEC. 1.17	FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER	
SECTION 2.	SCOPE OF WORK AND CONTRACT INFORMATION	8
SEC. 2.01	SCOPE OF WORK	
SEC. 2.02	CONTRACT TERM	
SEC. 2.03	CONTRACT TYPE	10
SEC. 2.04	PAYMENT FOR STATE PURCHASES	10
SEC. 2.05	ELECTRONIC PAYMENTS	10
SEC. 2.06	CONTRACT ADMINISTRATION	10
SEC. 2.07	CONTRACT PRICE ADJUSTMENTS	10
SEC. 2.08	CONTRACT PERFORMANCE LOCATION	1
SEC. 2.09	THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED	1
SEC. 2.10	SUBCONTRACTORS	1
SEC. 2.11	JOINT VENTURES	1
SEC. 2.12	RIGHT TO INSPECT PLACE OF BUSINESS	12
SEC. 2.13	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	12
SEC. 2.14	CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	12
SEC. 2.15	CONTINUING OBLIGATION OF CONTRACTOR	12
SEC. 2.16	BILLING INSTRUCTIONS	12
SEC. 2.17	NONDISCLOSURE AND CONFIDENTIALITY	12
SEC. 2.18	INDEMNIFICATION	14
SEC. 2.19	INSURANCE	14
SECTION 3.	BID FORMAT AND CONTENT	15
SEC. 3.01	BID FORMS	1
SEC. 3.02	PRICES	15
SECTION 4.	EVALUATION AND CONTRACTOR SELECTION	16
SEC. 4.01	EVALUATION OF BIDS	16
SEC. 4.02	APPLICATION OF PREFERENCES	16
SEC. 4.03	ALASKA BIDDER PREFERENCE	16
SEC. 4.04	ALASKA VETERAN PREFERENCE	17
SEC. 4.05	ALASKA MILITARY SKILLS PROGRAM PREFERENCE	17
SEC. 4.06	EMPLOYMENT PROGRAM PREFERENCE	18
SEC. 4.07	ALASKANS WITH DISABILITIES PREFERENCE	18
SEC. 4.08	PREFERENCE QUALIFICATION LETTER	18
SEC. 4.09	EXTENSION OF PRICES	19
SEC. 4.10	METHOD OF AWARD	19
SEC. 4.11	NOTICE OF INTENT TO AWARD	19
SECTION 5.	GENERAL PROCESS AND LEGAL INFORMATION	20
SEC. 5.01	INFORMAL DEBRIEFING	
SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	
SEC. 5.03	AUTHORITY	
SEC. 5.04	COMPLIANCE	
SEC. 5.05	SUITABLE MATERIALS, ETC	21

SEC. 5.06	SPECIFICATIONS	21
SEC. 5.07	ORDER DOCUMENTS	21
SEC. 5.08	HUMAN TRAFFICKING	
SEC. 5.09	RIGHT OF REJECTION	21
SEC. 5.10	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	
SEC. 5.11	DISCLOSURE OF BID CONTENTS	22
SEC. 5.12	ASSIGNMENTS	23
SEC. 5.13	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)	23
Sec. 5.14	DEFAULT	
SEC. 5.15	DISPUTES	
SEC. 5.16	SEVERABILITY	
SEC. 5.17	CONTRACT CANCELLATION	
SEC. 5.18	GOVERNING LAW; FORUM SELECTION	
SEC. 5.19	QUALIFIED BIDDERS	
SEC. 5.20	FEDERALLY IMPOSED TARIFFS	24
SEC. 5.21	PROTEST	
SECTION 6.	ATTACHMENTS	
SEC. 6.01		
3EC. 0.U1	ATTACHMENTS	∠0

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Administration, Division of Motor Vehicles (DMV), is soliciting bids for a Contract Agent to provide affordable and easy access to DMV services within the Susitna Valley/Trapper Creek community. The Contract Agent must maintain a schedule of regular working hours during which services are available to the public. The business hours required are between 7:00 AM and 7:00 PM, open a minimum of 20 hours a week, three days per week, and a minimum of two hours each day open.

SEC. 1.02 BUDGET

The Department of Administration, Division of Motor Vehicles, estimates a budget of between \$300,000.00 and \$367,500.00 dollars for this contract. Bids priced at more than \$367,500.00 will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **August 22, 2025**, as indicated by email timestamp. 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 these minimum prior experience requirements:

• The bidder must have two years' prior experience providing customer service experience in either a professional or voluntary capacity in a similar scope of work that demonstrates technical expertise and the ability to adhere to laws, rules, and regulations. The bidder must submit a resume detailing their relevant experience, including at least two Client Reference Forms, as provided as an attachment to this ITB, from clients who they provide, or have provided, high-level customer service.

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

SEC. 1.05 REQUIREMENTS AFTER CONTRACT AWARD

After contract award, the awardee shall be required to complete two DMV training courses, DMV Basic Vehicle Training and DMV License Training. These training courses are based on a graduated training schedule and are offered bi-monthly (once every two months) in a remote format. Each training course lasts five business days. Trainees need to complete their first fifty training transactions with acceptable audit ratings and shall then be allowed to move forward to the next available training.

Failure to meet these requirements will result in the immediate cancellation of the awarded contract and the award will go to the next responsive bidder on record.

SEC. 1.06 BACKGROUND CHECK

The selected bidder will be required to sign a release for, and pass, a background check to be conducted by the State of Alaska. Background checks must be completed and passed within 30 days of the awarded contract. The selected bidder shall be required to submit a DMV Certified Driving Record.

The following are the requirements for conducting DMV road tests:

- Have a valid Alaska driver's license;
- Be at least 21 years of age;
- Have three years of driving experience in Alaska;
- Have not been convicted of a driving offense within the previous three years that is a six-point offense under the point system established under AS 28.15.221-261;
- Have not accumulated eight points under the point system established under AS 28.15.221-261;
- Have not registered as a sex offender under AS 12.63;
- Have not been convicted within the previous three years of a crime against a person under AS 11.41 or a law or ordinance of another jurisdiction with similar elements; and be of good moral character per 2 AAC 91.020.

Failure to meet these requirements will result in the immediate cancellation of the awarded contract and the award will go to the next responsive bidder on record.

SEC. 1.07 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. 1.08 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.09 RETURN INSTRUCTIONS

Bidders must submit their bid electronically to the procurement officer in PDF format via email. The bid must be emailed to doa.oppm.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 doa.oppm.procurement@alaska.gov to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.10 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. 1.11 AMENDMENTS TO BIDS

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

SEC. 1.12 AMENDMENTS TO THE ITB

If an amendment is issued 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. 1.13 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		August 1, 2025
Pre-Bid Conference	10:00 AM AK Time	August 8, 2025
Last Day to Submit Questions		August 13, 2025
Deadline for Receipt of Bids / Bid Due Date	2:00 PM AK Time	August 22, 2025
Bid Evaluations Complete (approximately week of)		August 25, 2025
Notice of Intent to Award		August 29, 2025
Contract Issued		October 1, 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 Administration, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for

any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.14 PRE-BID TELECONFERENCE

A pre-bid teleconference will be held at **10:00 AM**, Alaska Time, on **August 8, 2025**, via Microsoft Teams meeting. The purpose of the teleconference is to discuss the work to be performed with prospective bidders and allow them to ask questions concerning the ITB. Bidders should read the ITB in full and come to the meeting prepared to discuss any questions or concerns.

All interested bidders must register with the procurement officer via email at doa.oppm.procurement@alaska.gov. It is highly recommended that any pre-bid teleconference questions be submitted to this email address prior to the pre-bid teleconference.

Bidders with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-bid conference so that reasonable accommodation can be made.

SEC. 1.15 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. 1.16 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. 1.17 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

The Department of Administration, Division of Motor Vehicles (DMV), is solicitating bids for a Contract Agent to provide DMV services for the Susitna Valley/Trapper Creek community in Alaska. This requires a comprehensive knowledge of laws pertaining to the DMV as well as adherence to specific policies. The work must be performed on a weekly basis. The office must be open to the public for at least 20 hours per week, between 7:00 AM and 7:00 PM, for a minimum of three days per week. Additionally, the office must be open at least two hours each working day.

The Contract Agent is responsible for issuing driver's licenses and identification cards; registration and titling for motor vehicles, boat, and snow machines; commercial vehicle services; road test examinations; as well as managing other DMV operations. The Contract Agent must perform the DMV services adequately, accurately, and submit their documents and payment to DMV on a daily basis through the DMV's Alaska License and Vehicle Information Network (ALVIN) system.

The successful bidder shall provide the following services:

- The bidder shall issue driver's licenses, identification cards, commercial driver licenses, vehicle and boat registrations, vehicle and boat titling, vehicle plates, snow machine decals, commercial vehicle services, and road test examinations.
- The bidder shall be responsible for having internal procedures and adhering to requirements herein to protect the privacy of ALVIN records and preserve the integrity of DMV's ALVIN system, and for maintaining accountability for all documents received and issued by the bidder
- 3. The bidder must maintain a store front and have regularly scheduled business days and hours during which services under this contract are available to the public. The business hours required are between 7:00 AM and 7:00 PM Alaska Time, open a minimum of 20 hours a week, three days per week, and a minimum of two hours each day open. Changes to business days and/or hours may be made no more than once every three months and must be approved, in advance, by DMV. Office closure is permitted for a total of three weeks per year but no more than two consecutive weeks, and only one week between May 1 and August 31. One day office closures are counted as part of the three-week total. Office closures in excess of three weeks will result in a prorated reduction of the contract amount to the contract awardee.
- 4. The bidder shall be responsible for any and all losses or shortages in the proceeds and fees to be collected and for all costs of doing business including, without limitation, credit card fees, costs of collection of checks received without sufficient funds, other bad debts, taxes, and operating expenses.
- 5. The bidder must comply with all provisions included on Appendix J Contract Agent (Attachment Two). The terms of this agreement may be modified periodically during the terms of the contract to reflect necessary changes in DMV policy, procedures, or legal requirements. Any updates will be incorporated into the contract through the amendment process, signed by all parties.
- 6. The bidder must sign and adhere to the Security Clearance Agreement (Attachment Three).

- 7. The bidder must comply with Alaska laws, regulations, and DMV's Standard Operating Procedures (SOP) manual, as well as any revisions to the manual that govern document processing under the awarded contract. The bidder shall establish procedures to ensure that employees comply with the laws, regulations, and SOP manual, as well as any revisions to the manual that governs document processing under the awarded contract. In performing services under the contract, the awardee must comply with all federal, state, and local statutes, ordinances, regulations, and codes relating to the conduct of business and the operation of business premises, including the Americans with Disabilities Act.
- 8. The successful bidder must ensure that before employees conduct DMV business, they have signed a Security Clearance Agreement (Attachment Three), have received a unique login and password, and are trained by either DMV or a representative approved by DMV to conduct training. Traveling expenses for training shall be the responsibility of the awardee.
- 9. The bidder shall be responsible for all costs of participation in the program, including but not limited to the cost of office space, office equipment, software upgrades required by DMV, utilities, insurance, installation expenses, repairs, computer system and support, desktop printer and supplies, copy paper, and on-going telecommunication charges. DMV will provide the awardee with specific equipment necessary to conduct DMV transactions (see Attachment Two, Section II, B. Administration, Item 2). The referenced equipment is the property of the State of Alaska and must be used solely for the purposes outlined in the awarded contract. Misuse of DMV equipment or downloading files from the Internet to DMV supplied computers, shall result in immediate cancellation of the awarded contract.
- 10. The bidder must maintain appropriate security to prevent theft, loss, or destruction of accountable documents and equipment provided by DMV.
- 11. The bidder must transfer funds collected on behalf of DMV with the procedures outlined in Appendix J Contract Agent (Attachment Two) on a daily basis through the DMV's ALVIN system.
- 12. The bidder must have adequate bandwidth connections to the internet to support accessing DMV applications, SOP manuals, and email.
- 13. The bidder must cover all costs incurred by the State of Alaska in enforcing the terms of the resulting contract including, but not limited to, full reasonable attorney's fees, court costs, pre-judgement and post-judgment interest at the highest rate allowed by law under AS 45.45.010.

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately **October 1, 2025**, through **September 30, 2027**, with the option to renew for three 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.

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. 2.03 CONTRACT TYPE

This contract is a Firm 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 Administration 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 <u>Electronic Payment Agreement Form for Vendors</u> 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 payment 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 Administration, Division of Motor Vehicles.

SEC. 2.07 CONTRACT PRICE ADJUSTMENTS

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

Consumer Price Index (CPI): Contract prices will remain firm through September 30, 2027.

The Contractor or State may request price adjustments, no sooner than 24 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.

- **b.** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- **d.** Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The state **will not** provide workspace for the contractor. The contractor must provide its own workspace. The successful bidder shall be responsible for all costs associated with providing a worksite.

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

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

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

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

SEC. 2.09 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. 2.10 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 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. 2.14 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 required state approvals necessary and issued a written contract amendment.

SEC. 2.15 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. 2.16 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. 2.17 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.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract includes information contained in the following DMV systems: Alaska License and Vehicle Information Network (ALVIN), Skills Test and Reporting System (STAR), Commercial Skills Test Information Management System (CSTIMS), and Knowledge Test System (KTS). This includes all DMV client information:

- Name;
- Address;
- Telephone number;
- Medical information;
- Disability information; and,
- All other personal information.

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. 2.18 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. 2.19 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.
- <u>Commercial General Liability Insurance</u>: 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.
- <u>Commercial Automobile Liability Insurance</u>: 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(I) 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 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. 4.07 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 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. 4.08 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 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. 4.09 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

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

SEC. 4.11 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 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. 5.06 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. 5.07 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 after six months. The state may cancel the contract for any reason upon 90 calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as nonresponsive or cancel the contract.

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 contact 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:
 - 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 <u>taxes</u>, 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) Bid Submission Cover Sheet and Alaska Bidder Preference Certification Form (seven pages);
- 2) Appendix J Contract Agent (seven pages);
- 3) Security Clearance Agreement (one page);
- 4) ITB Bidder's Checklist (one page);
- 5) Bid Schedule (one page); and
- 6) Client Reference Form (three pages).