

# STATE OF ALASKA

## INVITATION TO BID (ITB)



### BETHEL RURAL TROOPER HOUSING LONG TERM LEASE

ITB 2026-12-001

ISSUED AUGUST 29<sup>TH</sup>, 2025

#### Twenty (20) Housing Units and one (1) Common House for the Alaska State Troopers, Bethel, Alaska, Long Term Lease.

**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 PUBLIC SAFETY	
DIVISION OF ADMINISTRATIVE SERVICES	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
OLIVIA JEWELL	PRINTED NAME
PHONE: (907) 269-5647	DATE
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## **SECTION 1. INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE ITB**

The Department of Public Safety, Division of Administrative Services, is soliciting bids for a long-term lease for twenty residential units and one common house in Bethel to be used for Rural Trooper Housing (RTH) and/or State employee housing. Adequate parking for two vehicles is required for each unit. A parking space for recreational vehicles must be provided. A more detailed description is provided in Section 2 Lease Provisions.

### **SEC. 1.02 BUDGET**

The Department of Public Safety, Division of Administrative Services, estimates a budget of between \$3,000.00 and \$4,000.00 dollars per unit per month for this contract. Bids priced at more than \$4,100.00 per unit per month 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 **2:00PM** Alaska Time on **September 19<sup>th</sup>, 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 these minimum prior experience requirements:

- Bidder must own the property offered.

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 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. 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.

PROCUREMENT OFFICER: Olivia Jewell – PHONE: 907-269-5647 – EMAIL: [Olivia.jewell@alaska.gov](mailto:Olivia.jewell@alaska.gov)

### **SEC. 1.07 RETURN INSTRUCTIONS**

Bidders must submit one copy of their entire bid via email. The entire bid must be emailed to **DPS.DAS.Solicitations@alaska.gov** and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

It is the bidder's responsibility to contact the issuing agency at 907-269-5647 to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

### **SEC. 1.08 ASSISTANCE TO BIDDERS WITH A DISABILITY**

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

### **SEC. 1.09 AMENDMENTS TO BIDS**

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

### **SEC. 1.10 AMENDMENTS TO THE ITB**

If an amendment is issued before the deadline for receipt of bids, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the OPN.

### **SEC. 1.11 ITB SCHEDULE**

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

## Bethel Rural Trooper Housing Long Term Lease

ACTIVITY	TIME	DATE
Issue Date / ITB Released		August 29, 2025
Deadline for Receipt of Bids / Bid Due Date	2:00pm AKST	September 19, 2025
Bid Evaluations Complete	Week of	September 29, 2025
Notice of Intent to Award	Week of	October 6, 2025
Contract Issued		October 31, 2025
Lease Start Date		January 01, 2026

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

**SEC. 1.12 ALTERNATE BIDS**

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

**SEC. 1.13 SUPPORTING INFORMATION**

Provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

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

**SEC. 1.14 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER**

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

## **SECTION 2. LEASE PROVISIONS AND LEASE INFORMATION**

### **SEC. 2.01 LEASE PROVISIONS**

The Department of Public Safety, Division of Administrative Services, is soliciting proposals to establish long-term lease for twenty residential units and one common house in Bethel to be used for Rural Trooper Housing (RTH) and/or State employee housing.

### **GENERAL BUILDING REQUIREMENTS**

**GENERAL:** The following paragraphs describe the minimum acceptable requirements which shall govern unless specifically modified by the Special Building Requirements.

#### **1. TYPE OF BUILDING HOUSING UNITS**

The space offered shall be a conventional frame building with each housing unit not less than 1,400 sq. feet in size; of sound and substantial construction, and shall meet all applicable building codes, life safety codes, regulations and standard building practices of the City, Borough and State in which located. The building shall be protected against fire and other hazards and shall be provided with ventilation. The building and the area in which it is located shall be clean and free from objectionable tenancy, odors, vermin, rodents, or other conditions which, in the opinion of the State, will be detrimental to residential occupancy.

#### **2. TYPE AND ARRANGEMENT OF SPACE, HOUSING UNITS:**

Modern residential space with ventilation, electrical outlets, heating, lighting, floor coverings, kitchen, three bedrooms, utility room, arctic entrance, closets, and bathroom facilities as more particularly set forth herein, is required. Space is to be in the confines of one building (preferred) or multiple buildings in a contiguous area, and to have furnished all major appliances consisting of kitchen range, refrigerator, dish washer, garbage disposal, water filtration/purification system and clothes washer and dryer. The exclusive right of the State to the entire building or buildings is not mandatory but is preferred. However, the building shall be so arranged as to permit exclusive right and entry to the leased area by the occupants. The State shall have full access to and use of all common areas of the building.

#### **3. INGRESS AND EGRESS, HOUSING UNITS:**

All space shall be available on a 24-hour day, seven days a week basis.

#### **4. TYPE OF BUILDING COMMON HOUSE UNIT:**

The space offered shall be a conventional frame building with no less than 1,400 sq. feet in size; of sound and substantial construction, and shall meet all applicable building codes, life safety codes, regulations and standard building practices of the City, Borough and State in which located. The building shall be protected against fire and other hazards and shall be provided with ventilation. The building and the area in which it is located shall be clean

and free from objectionable tenancy, odors, vermin, rodents, or other conditions which, in the opinion of the State, will be detrimental to residential occupancy of housing units.

## **5. TYPE AND ARRANGEMENT OF SPACE, COMMON HOUSE UNIT:**

Modern community meeting and exercise space with ventilation, electrical outlets, heating, lighting, floor coverings, kitchen, three bedrooms, utility room, arctic entrance, closets, and bathroom facilities as more particularly set forth herein, is required. Space is to be in the confines of one building in a contiguous area. The exclusive right of the State to the entire building is not mandatory. However, the building shall be so arranged as to permit exclusive right and entry to the leased areas by the occupants. The State shall have full access to and use of all common house building.

## **6. INGRESS AND EGRESS, COMMON HOUSE UNIT:**

All space shall be available on a 24-hour day, seven days a week basis.

## **7. COMPLIANCE WITH LAWS:**

All improvements to existing structures or new construction and all appurtenances thereto shall conform to all applicable State, Federal and local laws, ordinances, codes and regulations pertaining thereto. In the absence of local regulations, State codes shall apply. Minimum requirements established herein shall not be construed as lowering the standard established by local regulations and when local regulations and codes contain more stringent provisions, they shall govern. The successful bidder shall be responsible for obtaining all required permits.

## **8. ELECTRICAL:**

**A. ELECTRICAL WIRING STANDARDS:** All electrical systems shall comply with the current applicable editions of:

- (1) The National Electric Code of National Board of Fire Underwriters.
- (2) The rules, regulations, and codes of the State, City, or other local entity.
- (3) The standardized rules of the National Electrical Manufacturer's Associations.

The above minimum requirements shall not preclude the use of higher-grade materials or workmanship.

### **B. MAIN SERVICE FACILITIES:**

- The main service facilities and meter panel shall be adequate to provide the electrical load that will be required. This service shall be readily accessible for inspection. Each unit to have separate utility meters.

## **9. PLUMBING:**

### **A. DRINKING WATER:**



- Provide “running” potable water, and modern sanitary facilities, to include sewage disposal. Each unit to have water filtration/purification system. Semi-annual water testing to be provided by the Lessor and results shared with the Department of Public Safety’s Division of Administrative Services, Supply Section. Contact information will be provided at time of contract award.

**B. BATHROOMS:**

- Not less than one complete bathroom facility per unit in compliance with applicable codes. Each bathroom shall have shower/tub combination unit, hot and cold running water, mirrors, lighting, tissue dispensers, flush toilet and appropriate ventilation to minimize condensation and possible mold/mildew development.

**10.HEATING:**

- A heating system shall be provided, capable of maintaining a temperature of 70 degrees in all habitable rooms at a point (3) feet above the floor. Solid fuel heating units, or electric heating, whether primary or secondary, will not be acceptable to meet this requirement.
- If the temperature is not maintained within the 70 degree for a period of more than one (1) working day, the lessor shall, up receipt of a written complaint from the State, provide suitable temporary auxiliary heating/cooling equipment, as appropriate, to maintain the temperature in the specified range.
- If such temporary auxiliary equipment is necessary to meet normal weather conditions for more than ten (10) consecutive working days, the lessor will not later than the eleventh (11<sup>th</sup>) working day, initiate a continuing and diligently applied effort to rectify the deficiency causing the failure to uniformly maintain the temperature range required.

**11.VENTILATION:** Screens are to be furnished for opening windows; electrically powered ventilation system to be furnished for the bathroom.

**12.WINDOW COVERING:** All outside windows shall be equipped with drapes, blinds, or other approved material and shall be installed, ready for use with all necessary hardware. Window covering shall have of good quality and adequately reduce incoming light to a comfortable level and furnish privacy.

**13.FLOOR COVERING:** Floors shall be covered with carpet or resilient flooring. Carpet shall be new residential quality; if used, shall be free of holes, defects, stains and excessive wear. Acceptance of used carpet shall be at the State’s discretion. Flooring to be replaced in units a minimum of every 5 years, at the discretion of the State.

**14.DOOR HARDWARE:** All exterior doors shall be equipped complete with all necessary lock hardware, including deadbolts.

**15.RENOVATION:** At least every five years of occupancy or at the reasonable request of the State, the successful bidder shall renovate the space covered in this Invitation to Bid by refinishing, or replacing all damaged or worn wall, ceiling, floor coverings, window covering or built in building fixtures. The State

may also request reasonable renovation prior to occupancy or continued occupancy if finishes described above have not been renovated within the past five years.

**16. TELEPHONES:** Adequate telephone service is required in the space offered. All wiring and jacks necessary to support one telephone service and one personal computer in each housing unit must be provided.

**17. UTILITIES AND SERVICES:** The State will pay all utility costs (electricity, heating fuel or gas if applicable, water, trash, and sewer if applicable) for the housing units offered once occupied. Lessor to provide prompt snow plowing and removal (as needed), sand/ice melt spread (as needed), and grading/leveling of roadway (if not provided by City/State/Borough) and parking areas at the discretion of the State.

## **SPECIAL BUILDING REQUIREMENTS**

These special requirements modify the GENERAL BUILDING REQUIREMENTS as follows:

### **1. PARKING AREA:**

#### **A. OFF STREET PARKING FOR THE EXCLUSIVE USE OF THE STATE:**

- Off-street parking for the exclusive use of the State shall be provided at no additional cost to the State for two vehicles per unit.
- This parking shall be located within 100 feet walking distance of the main entrance of the building offered utilizing main pedestrian routes such as sidewalks. Routes using alleyways and/or other private property are not acceptable nor are routes that could pose a danger to pedestrians.
- Electrical outlets sufficient to accommodate engine heaters are to be provided at the spaces offered. All parking shall be of sufficient size to allow proper and easy parking of the required number of cars and shall have a well drained surface (gravel or equivalent surface is acceptable).

### **2. NOISE:**

- A location having a low level of external noise is desired. The building shall be located a reasonable distance from commercial enterprises.

### **3. GARAGE:**

- A preference for at least a one-car garage; either attached or detached; suitable to accommodate a full size vehicle per unit.

**NOTE:** Prevailing conditions of the community will supersede the above requirement and the State will waive this garage requirement if it increases the lease cost.

### **4. BARRIER:**

- There is a need of a visual barrier for the Trooper Housing Unit from any primary road.

**NOTE:** Prevailing conditions of the community will supersede the above requirement.

### **5. STORAGE:**

- A preference for individual bulk, dry storage capability for each housing unit approximately 10' x 10' x 8'. Bidder may offer separate or collocated storage units at no additional lease cost.

### **ADDITIONAL GENERAL CONDITIONS:**

1. **GENERAL:** These conditions shall govern unless specifically modified by the Special Conditions.
2. **LEASE AGREEMENT:** The lease agreement resulting from the award of this Invitation to Bid will be prepared by the State and will include all the terms and conditions of the Invitation to Bid.
3. **DELIVERY AND CONDITIONS OF PREMISES:** The space shall be delivered ready for occupancy on the date required under the award of this lease. The term "ready for occupancy" requires the space to meet all the requirements of the bid document and receive and receive a Certificate of Occupancy (where applicable) from an appropriate building official. If the jurisdiction in which the premises are located does not provide a Certificate of Occupancy, the state may at its own discretion require an occupancy inspection in lieu of the Certificate of Occupancy. The state reserves the right to determine when the space is ready for occupancy. If new construction is offered, incremental completion, inspection and occupancy of individual units may be considered by the State with a commensurate adjustment to the lease.
4. **RESTORATION LIABILITIES:** The State is not liable for restoration of improvements required to meet the specification requirements set forth by this Invitation to Bid and those made prior to final acceptance for occupancy.
5. **CHANGES:** Changes in the space proposed either by the successful bidder or by the State after acceptance of the offer, shall be mutually agreed upon by both parties in writing before such changes are actually accomplished.
6. **FIRE PREVENTION:** The successful bidder shall maintain the premises in keeping with good fire prevention practices. The State reserves the right at reasonable times to enter and make fire prevention and fire protection inspections of the building and space occupied. If any fire hazard is detected through inspection of the building, it shall be promptly corrected by the successful bidder. **Smoke and Carbon Monoxide detectors are required in each housing unit.**
7. **ACCIDENT HAZARD:** The successful bidder shall maintain the building free of structural or mechanical hazards. If any accident hazards relative to the structure or building operating equipment are detected through inspections of the space, they shall be promptly corrected by the successful bidder.
8. **INTERRUPTION OF UTILITIES AND SERVICES:** In the even that, in the reasonable judgment of the Lessee the lawful enjoyment of the demised premised is threatened by the interruption or severance of utilities and services provided hereunder the Lessor, and when such interruption or severance is due to deliberate, or

negligent, or tacitly negligent act of the Lessor, the Lessee shall have the right to bind such utilities and services as are threatened, in the name of the Lessee. The Lessee shall be free to deduct from the lease payments and costs of such utilities and services, together with all necessary deposits and the Lessee's actual administrative costs necessary to procure the utilities and services.

9. **MAINTENANCE AND REPAIR:** The successful bidder shall assume sole responsibility for the maintenance of the demised premises. This responsibility encompasses keeping the premises in good repair and tenantable condition. The term "repair" includes repairs of any type including but not limited to exterior and interior, structural and nonstructural, routine or periodic, except as in case of damage arising from the negligence of the State's agents or employees. The successful bidder agrees that after reasonable notice in writing by the State to the effect that the repair, maintenance, or service obligations as specified herein for the demised premises have not been satisfactorily fulfilled, the State can then obtain competent workers to correct the deficiencies. All related costs shall be paid for by the successful bidder either by direct payment or by the State making the payment to the workers and reducing the rent accordingly. Lessor shall provide name and phone number of local point of contact for maintenance service requests.

10. **TENANTABILITY:** Facilities provided must be tenantable and comply with all laws pertaining to tenantability and the performance of this provision. The Lessor agrees to pay the cost of any building alterations which may be needed for purposes of correcting any casualty damage or any violation of a law cited by a regulatory agency. If the premises or any part thereof are rendered untenable by casualty or public authority, a proportionate part of the rent, according to the extent of such untenability, will be abated and suspended until the premises are again made tenantable and restored to their former condition.

If the premises or a substantial part thereof are rendered untenable and so remain for a period of ten (10) days, the Lessee may, at it's option, terminate the lease by written notice to the Lessor. This ten (10) day period shall not be so restrictively construed that the Lessee is bound to remain in the leased facility if the Lessee's business cannot be safely executed. The Lessee's determination shall be controlling regarding tenantability. If untenable conditions are determined to exist, the Lessee has the right to move else where.

If the premises are made tenantable again within the ten (10) day period the Lessee will return to the facility. The Lessee has the right to recover any excess costs, over the abated lease payments, occasioned by relocation due to such untenable conditions.

In the event the Lessor fails to correct damage or violation(s) within the ten (10) day period the Lessee will have the right to terminate the lease, or will have the option of hiring competent workers to correct the damage or violation(s). The Lessor will bear the cost of all such labor and materials. The Lessor agrees that damage or violations corrections performed by the Lessee will not be construed to constitute a breach of the terms of this Invitation to Bid and the subsequent lease.

11. **PEACEFUL OCCUPANCY:** If the State shall pay the rent as provided by the lease issued as a result of this Invitation to Bid and shall keep, observe and perform all of the other covenants of the lease by it to be kept, performed and observed, the State shall and may peaceably and quietly have, hold, and enjoy the premises for the term of such lease.

12. **PAYMENT DEFAULT:** If the State shall at any time be in default in the payment of rent, or in the performance of any of the terms of the lease issued as a result of this Invitation to Bid and shall fail to remedy such default within sixty (60) days after written notice thereof from the successful bidder. It shall be lawful for the successful bidder to enter upon the premises and repossess and enjoy the same as if the lease and everything therein contained on the part of the successful bidder to be done and performed shall cease and terminate without prejudice, however, to the right of the successful bidder to recover from the State all rent due up to the time of such entry. In case of any default and any entry by the successful bidder, the successful bidder may relet the premises for the remainder of the term for the highest rent obtainable and may recover from the State any deficiency between the amount so obtained and rent specified by the lease.
13. **EXTENSION:** Any holding over after the expiration date of the lease issued as a result of this Invitation to Bid or any extension of rent thereof, shall be construed to be a tenancy from month-month at the same monthly rental and on the terms and conditions as specified by the lease.
14. **TERMINATION:** The payments of rent by the State are subject to appropriation of funds by the Legislature of the State of Alaska and the lease issued as a result of this Invitation to Bid may be terminated due to lack of such appropriations.
15. **DELAYS:** Time is of the essence. Delays in completing the building or in installation of the equipment and furnishings by the successful bidder due to unforeseeable causes beyond the control and without fault or neglect of the successful bidder may be excused. Unforeseeable causes may include but are not limited to: (1) act of God, (2) public enemy, (3) act of the Government or State in either its sovereign or contractual capacity, (4) acts of another contractor in the performance or a contract with the Government or State, (5) fires, (6) floods, (7) epidemics quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusual severe weather conditions, and (11) delays by subcontractors or suppliers unusual in nature. Notification of such delays must be made to the State's Contracting Officer in writing within ten (10) days of the commencement of the unforeseeable cause. The State's Contracting Officer shall ascertain the facts and the extent of delay and the extent of the time for completing the project. The State's Contracting Officer may approve an extension when, in his/her judgment, the findings of fact justify an extension. This finding of fact thereon shall be final and conclusive, unless the successful bidder shall appeal to the Commissioner of Administration pursuant to AS 36.30.620. If no such appeal to the Commissioner of Administration is taken, the decision of the Contracting Officer shall be final and conclusive.

Pending final decision on an extension of time hereunder, the successful bidder shall proceed diligently with the performance of the contract. Inability to comply with State, City, or local construction or zoning laws or ordinances or restrictive covenants shall not be regarded as unforeseeable cause. However, if the successful bidder shall acquire the property and interest therein through assignment from the State and the course of such acquisition the successful bidder is unable to comply with such laws or ordinances or restrictive covenants, then the agreement shall become terminated with no further liability on the part of either party unless such laws, ordinances or restrictive covenants are suitably changed or removed.

16. **STATE'S RESPONSIBILITIES:** The State will: (1) Pay said rent at the times and place to the successful bidder in advance on the first day of each and every month of said term of lease. (2) Pay all utilities (3) Use and occupy

the premises in a careful and proper manner. (4) Not use or occupy the premises for any unlawful purposes. (5) Not use or occupy the premises or permit the same to be occupied for any purpose deemed extra-hazardous on account of fire or otherwise. (6) Make no alterations or additions in or to the premises without the written consent of the successful bidder. (7) Permit the successful bidder to enter upon the premises at all reasonable times to examine the conditions of same.

17. **HOLD HARMLESS:** The Lessor shall indemnify, save harmless, and defend the State, its officers, agents, and employees, from liability of any nature of kind, including costs and expenses for or on account of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the Lessor or the Lessor's agents and employees pursuant to this lease; the Lessor shall also assume all insurable risks and bear any loss or injury to property or persons occasioned by neglect or accident during the tenure of this lease, excepting only sole negligence of the Lessee.
18. **INSURANCE:** Without limiting contractor's indemnification, it is agreed that the contractor will 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 will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer, which must provide for a 30-day prior notice of cancellation, nonrenewal or material change.

Proof of insurance is required prior to award for the following:

- A. **WORKER'S COMPENSATION INSURANCE:** The contractor shall provide and maintain, for all employees for the contractor engaged in work under this contract, Worker's Compensation Insurance as required by AS 23.30.045. The contractor will be responsible for Worker's Compensation Insurance for any Subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,00 per person, \$100,00 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. And Jones Acts) must also be included.

Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder nonresponsive and to reject the bid.

## SEC. 2.02 CONTRACT TERM

The length of the contract will be from January 1, 2026, through December 31, 2036, with the option to renew for two additional five-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 Public Safety 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 Public Safety, Division of Administrative Services.

### **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 **December 31, 2026**.

The Contractor or State may request price adjustments, no sooner than 12 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 2025) (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.

The Base Monthly Lease Cost is the total monthly lease cost offered in this ITB. The formula is expressed as:

$[(35\% \times \text{Base Monthly Lease Cost}) \times \% \text{ change in CPI}] + \text{Base Monthly Lease Cost} = \text{Adjusted Monthly Lease Cost}.$

Example: If the base monthly lease cost was \$1,000.00 per month, with a 35% variable factor and a 10% change in the CPI, the adjusted lease cost would be computed as follows:

- A.  $[(35\% \times \$1,000.00) \times 10\%] + \$1,000.00 = \text{Adjusted Lease Cost}$
- B.  $[350.00 \times 10\%] + \$1,000.00 = \text{Adjusted Lease Cost}$
- C.  $\$35.00 + \$1,000.00 = \$1035.00$  (new monthly lease cost)

**RETROACTIVE ADJUSTMENTS WILL NOT BE ALLOWED.**

All price adjustments must be approved by both the contractor and 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 and signed by the contractor.



**SEC. 2.08 CONTRACT PERFORMANCE LOCATION**

The location the work is to be performed, completed, and managed is at Bethel, 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. 2.09 SUBCONTRACTORS**

Subcontractors will not be allowed.

**SEC. 2.10 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. 2.11 EQUIPMENT INSPECTION**

Equipment offered (including for lease) may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

**SEC. 2.12 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. 2.13 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. 2.14 BILLING INSTRUCTIONS**

All invoices produced by the contractor must contain the following information at a minimum:

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. 2.15 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. 2.16 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. 2.17 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.

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for 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 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     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. 4.12     NOTICE OF INTENT TO AWARD**

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



## SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 5.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

### SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

**SEC. 5.03 AUTHORITY**

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

**SEC. 5.04 COMPLIANCE**

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

**SEC. 5.05 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 WORKMANSHIP AND MATERIALS**

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

**SEC. 5.08 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. 5.09 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. 5.10 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. 5.11 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. 5.12 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. 5.13 DISCLOSURE OF BID CONTENTS**

This section governs the ownership, return, and disclosure of any offer or other record a bidder submits in response to this invitation to bid. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If, and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the bidder undertook the following protective measures:
  - a. marked information confidential;
  - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
  - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the bidder did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the bidder.
6. If the bidder undertook each protective measure, the State will withhold the information marked confidential to the following extent:
  - a. the State agrees that the Law protects the information; and
  - b. if the nondisclosure is challenged, the bidder fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify a bidder of a request for the Record and of a planned release if the bidder undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the bidder that it will disclose the information unless the bidder convinces the State not to or obtains an order prohibiting disclosure.

**SEC. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 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. 5.19 CONTRACT CANCELLATION**

- 1) The state reserves the right to cancel the contract at its convenience upon 60 calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

**SEC. 5.20 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. 5.21 QUALIFIED BIDDERS**

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

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

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

**SEC. 5.22 FEDERALLY IMPOSED TARIFFS**

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

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

**SEC. 5.23 PROTEST**

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

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

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

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

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

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

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

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

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

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

## **SECTION 6. ATTACHMENTS**

### **SEC. 6.01 ATTACHMENTS**

**Attachments:**

- 1) Bid Schedule (attached separately)
- 2) Alaska Bidder Certification Form
- 3) Sample Notice of Intent to Award
- 4) Sample Lease