

# STATE OF ALASKA

## INVITATION TO BID (ITB)



### ENVIRONMENTAL HEALTH LABORATORY (EHL) FLOORING SERVICES

#### ITB 18-805-26

Issued September 22, 2026

The Department of Environmental Conservation (DEC), Division of Environmental Health, seeks bids from qualified contractors to provide comprehensive floor care services at the Environmental Health Laboratory (EHL) in Anchorage, Alaska.

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

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

- (1) The bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below, or one of the following forms of evidence must be submitted with the bid:
  - a canceled check for the business license fee;
  - a copy of the business license application with a receipt date stamp from the State's business license office;
  - a receipt from the State's business license office for the license fee;
  - a copy of the bidder's valid business license;
  - a sworn, notarized affidavit that the bidder has applied for and paid for a business license;
- (2) The price(s) submitted were arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
  - the laws of the State of Alaska;
  - the applicable portion of the Federal Civil Rights Act of 1964;
  - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
  - the bid will remain open and valid for at least 90 days; and
  - 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 Environmental Conservation	
Division of Environmental Health	COMPANY SUBMITTING BID
	AUTHORIZED SIGNATURE
PROCUREMENT OFFICER:	
Bryant Trujillo – Procurement Specialist III	PRINTED NAME
PHONE: +1 (907) 269-7929	
EMAIL: <a href="mailto:decdasprocurement@alaska.gov">decdasprocurement@alaska.gov</a>	DATE

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Environmental Conservation (DEC), Division of Environmental Health, seeks bids from qualified contractors to provide comprehensive floor care services at the Environmental Health Laboratory (EHL) in Anchorage, Alaska. Services include stripping, cleaning, and waxing of vinyl flooring, as well as hot water extraction cleaning of carpeted areas and mats, to be performed biannually in November and May. Contractors must adhere to strict security, safety, and conduct requirements as outlined in the scope of work. By submitting a bid, contractors acknowledge that EHL will be a priority client for these services and agree to meet all scheduling and performance expectations. It is highly recommended that contractors visit the service site before submitting a bid.

### SEC. 1.02 BUDGET

Department of Environmental Conservation, Division of Environmental Health, estimates a budget of between **\$15,000.00** and **\$20,500.00** per year for this contract. Bids priced at more than **\$20,500.00** for all services provided per year will be considered non-responsive. The resulting contract will have a not-to-exceed (NTE) amount of **\$102,500.00** for the life of the contract.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Proposals must be received before 1:00 p.m. prevailing Alaska Daylight Time (AKDT) on October 13, 2025. Late submissions or amendments will be disqualified and not 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:

- **MINIMUM REQUIREMENT 1:** For the purposes of this ITB, the contractor shall have a minimum of one (1) year of experience providing floor care services to government entities or political subdivisions in a hospital or laboratory setting within Alaska. The contractor shall provide two (2) examples of their expertise in providing floor care services to government entities or political subdivisions in a hospital or laboratory setting within Alaska.

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 an award cannot be made, and the resultant exposure of bidders' prices.

## **SEC. 1.06 QUESTIONS PRIOR TO THE 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.

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## **SEC. 1.07 SITE INSPECTION**

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this ITB. The site may be inspected by contacting Jessie Gagnebin at +1 (907) 375-8207 during normal business hours, Monday through Friday.

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

## **SEC. 1.08 RETURN INSTRUCTIONS**

Do not hand deliver or use U.S. mail or any delivery service to return your bid.

Oral proposals or faxed proposals are not acceptable. Please send bid package(s) via email. The bid must be emailed to [decdasprocurement@alaska.gov](mailto:decdasprocurement@alaska.gov) as a clearly labeled attachment. The email must contain the ITB number in the subject line.

The maximum size of a single email, including all text and attachments, that the state can receive is 20 megabytes. If the email containing the bid exceeds this size, the proposal 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. Similar to 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 offeror's responsibility to contact the issuing agency via email at [decdasprocurement@alaska.gov](mailto:decdasprocurement@alaska.gov) to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## **SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY**

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should

contact the Procurement Officer no later than ten (10) days prior to the closing of the bid to make any necessary arrangements.

### **SEC. 1.10 AMENDMENTS TO BIDS**

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

### **SEC. 1.11 AMENDMENTS TO THE ITB**

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

### **SEC. 1.12 ITB SCHEDULE**

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

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / ITB Released		September 22, 2025
Deadline for Receipt of Bids / Bid Due Date	1:00 p.m.	October 13, 2025
Bid Evaluations Complete		Approximately the week of October 13, 2025
Notice of Intent to Award (NOIA)		Approximately the week of October 13, 2025
Contract Issued		Approximately the week of October 27, 2025

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

### **SEC. 1.13 PRE-BID TELECONFERENCE**

This section is not applicable as a pre-proposal conference/teleconference will not be held.

### **SEC. 1.14 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. 1.15 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 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. 1.16 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 & CONTRACT INFORMATION**

### **SEC. 2.01 SCOPE OF WORK**

#### **BUILDING SAFETY & SECURITY**

The contractor shall ensure that exterior access doors are locked except when the building is normally open to the public. Interior building doors shall remain locked except while work is being conducted in the immediate area. All access doors are to be locked, and the security system armed when the contractor leaves the building, provided there are no staff remaining in the building. Flooring personnel are required to turn off all lights at the end of each work period or as instructed by the laboratory designee.

No one other than the approved list of people, those with security clearance, shall be allowed on the premises during the term of this contract. No one under the age of 18 may be employed by the contractor or be permitted on the premises.

Smoking is prohibited. Eating and drinking, if necessary, are to be done only in the break room. No food or drink is allowed in the laboratory area.

#### **KEY CONTROL**

Special emphasis is placed on issuing an inventory of proximity cards. The contractors will be issued proximity cards for building access and will be held financially responsible for any costs incurred by the state due to lost or stolen cards. Immediate notification should be provided to the lab when a card is lost/misplaced/stolen, or when a staff member assigned to EHL leaves company employment.

#### **SECURITY CLEARANCE**

Prior to commencing work under this contract, the State of Alaska requires that the contractor, subcontractors, and all employees who will work on the premises provide a state criminal background check dated within the last 30 days for security clearance. Background checks are to be conducted through the Alaska Department of Public Safety.

Each background check will be individually reviewed by the State with sensitivity to the location of work to be performed, occupants in the facility, and State security interests.

Background checks shall be processed in accordance with AS 12.62.160.

The EHL Laboratory Chief shall consult the Department of Public Safety (DPS) to consider the seriousness and type of crime, number of crimes committed, length of time since conviction, and other pertinent issues regarding the specific individual. Acceptance or denial of the individual to provide services under the contract is at the sole discretion of the State, and all decisions are final.

The contractor, during the term of the contract, shall notify the laboratory designee of any employee actions, arrests, judgments, or criminal activities that could affect the initial acceptance determination. This notification must be made within 14 days of the contractor's awareness of the condition.

The successful bidder will bear all costs involved with obtaining security clearances. If there is a change in personnel, the above items will be supplied to the State at least seven (7) days prior to the person performing work on site.

#### **CONDUCT OF WORK**



All services shall be performed according to the frequency schedules prescribed. All flooring services shall be completed without interfering with the proper performance of State business or work being done by other contractors. The contractor shall prevent their employees from disturbing materials on the desks, opening drawers or cabinets, using telephones, or using copy machines, computers, and printers provided for official State use. If removed for cleaning convenience, furniture and wastebaskets will be replaced in their original locations.

## **SERVICES, SUPPLIES, AND EQUIPMENT**

The contractor must provide all items needed to complete the job, including labor, equipment, supplies, and materials necessary to accomplish the work described in this solicitation.

## **SAFETY DATA SHEETS (SDS)**

The contractor shall provide the laboratory designee with copies of the SDS sheets for chemicals and cleaning agents that are to be used in the performance of the contract.

## **PRODUCTS**

The contractor must provide and maintain commercial-grade supplies and equipment necessary to perform services in this contract. These items are subject to inspection and approval by the State. The contractor shall ensure that all cleaning products, supplies, and equipment are used in accordance with manufacturer specifications. Substitution of products or supplies during the term of the contract must have prior approval from the laboratory designee. Requested substitutions must be accompanied by the SDS information for the product. The successful bidder shall submit a list of all chemical and cleaning agents, including SDS information for review and approval upon receiving the Notice of Intent to Award (NOIA) a contract, to the laboratory designee.

Note: Glass cleaners containing ammonia and feather dusters are restricted and shall not be used during the term of the contract.

## **BUILDING CHARACTERISTICS**

Approximately 13,000 square feet of total flooring area, to include:

- approximately 5,000 square feet of carpeted administrative office area,
- approximately 8,000 square feet of vinyl or vinyl composition tile (VCT) floored laboratory area, and
- seven (7) restrooms, two (2) of which have showers.

Please refer to Figure 1 below for a visual representation of the requested service areas.

## **STORAGE**

No storage space is available to the contractor for the storage of equipment, materials, and supplies used in the performance of the contract. The contractor must bring the said items with them each time they provide the services.

## **FREQUENCY & SCHEDULE**

The following janitorial services to be performed as described within the scope of work below will be scheduled during the months of November and May over two (2) or three (3) weekends by the laboratory designee and the contractor.

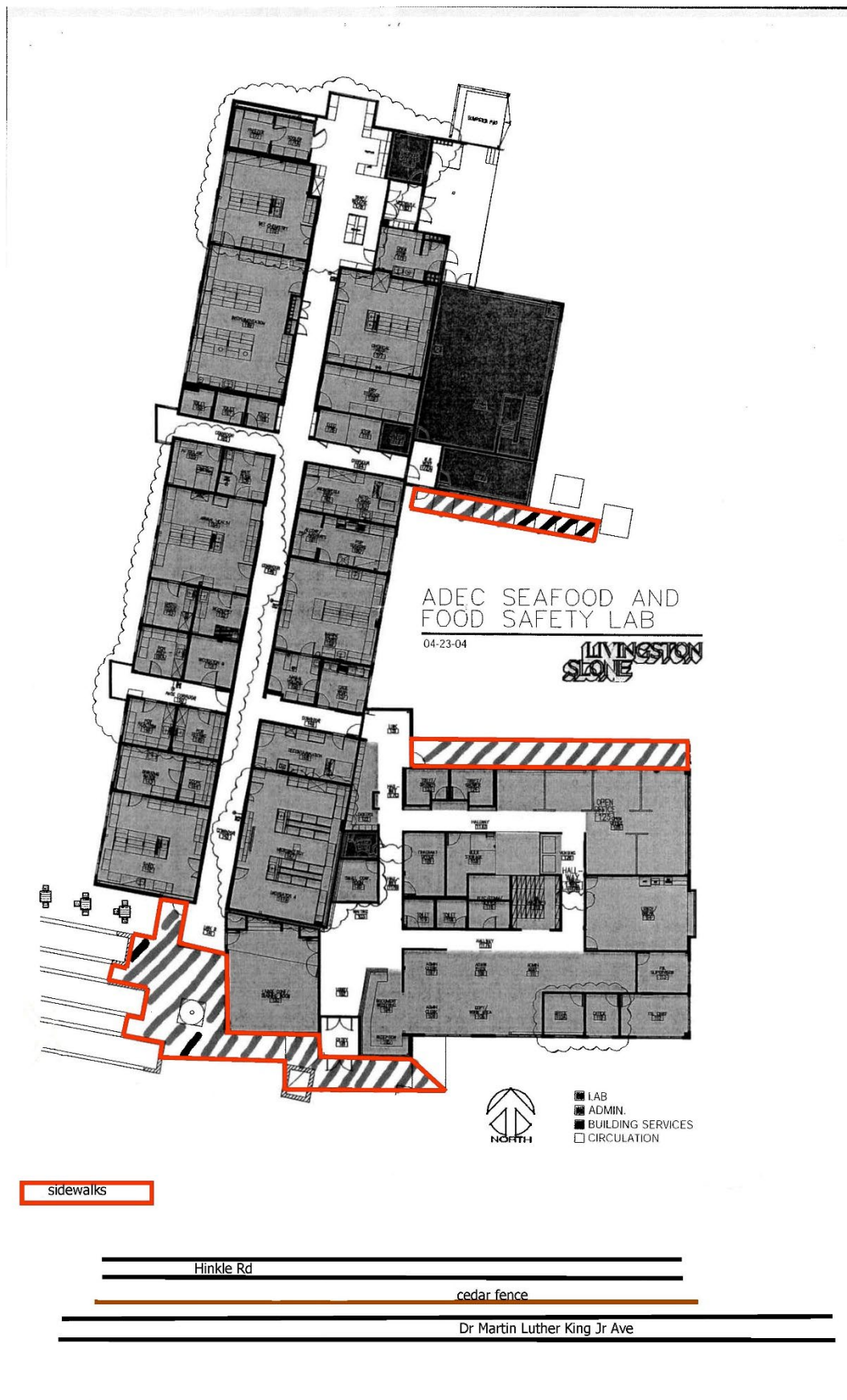


Figure 1. Room map of the Environmental Health Laboratory (EHL) located at 5251 Dr. Martin Luther King Jr. Avenue in Anchorage, Alaska.

## FLOOR CARE

1. All vinyl sheeting and vinyl composition tile (VCT) floors shall be stripped of wax, thoroughly cleaned, free of dirt and debris, prior to re-waxing. Floors must be waxed with a minimum of four (4) layers, leaving a sealed, debris and bubble-free surface. The contractor will ensure all areas serviced will be free of product residue on glass, walls, kick plates, cove base, equipment, and cabinets. The services will be completed during the first two (2) weekends in November and May.
2. All carpeted floors and walk-off mats – approximately ten (10) mats – shall be thoroughly vacuumed and Hot Water Extraction Cleaning Services (Steam Cleaning) performed, ensuring spots are treated and removed when able, leaving no sticky residue or perfume odors behind. This service will follow the weekend after the vinyl services have been completed or once the admin vinyl services have been performed, typically the third weekend in November and May, unless prior arrangements are made with the laboratory designee.

## SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately the week of October 27, 2025, through June 30, 2026, with four (4) one-year renewal options to be executed at the State's discretion.

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

The contract resulting from this solicitation will be a Firm-Fixed-Price (FFP) 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 Environmental Conservation 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 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 \$1,000,000.00 or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

## **SEC. 2.06 PROMPT PAYMENT FOR STATE PURCHASES**

This section is not applicable as the state will not be pursuant of a prompt payment discount.

## **SEC. 2.07 CONTRACT ADMINISTRATION**

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Environmental Conservation, Division of Environmental Health.

## **SEC. 2.08 CONTRACT PRICE ADJUSTMENTS**

**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 thirty (30) days prior to the contract renewal date.

- a. If the Contractor or State fails to request a CPI price adjustment thirty (30) days prior to the Contract renewal date, the adjustment will be effective thirty (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 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 202X) (depending on the timing, it may be HALF2 for July through 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. 2.09 CONTRACT PERFORMANCE LOCATION**

The location where the work is to be performed, completed, and managed is at 5251 Dr. Martin Luther King Jr. Avenue in Anchorage, Alaska.

The state will not provide workspace for the contractor. The contractor must provide its own workspace. Travel to other locations will not be required.

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

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

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

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

## **SEC. 2.10 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. 2.11 SUBCONTRACTORS**

This section is not applicable as subcontractors will not be allowed.

## **SEC. 2.12 JOINT VENTURES**

This section is not applicable as joint ventures will not be allowed.

## **SEC. 2.13 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. 2.14 F.O.B. POINT**

The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state.

The cost of shipping and delivery within Anchorage, Alaska, is to be included in the bid price. There will be no additional charge for shipping and delivery within Anchorage, Alaska.

## **SEC. 2.15 INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

### **INSPECTION OF WORK**

The contractor or the contractor's designee shall, upon notification by the contracting agency, be present at the contract site to inspect with the agency's representative. Inspections with the State's representative may take place anytime at the sole discretion of the contracting agency.

Required corrections resulting from deficient work shall be accomplished within 24 hours after the inspection or at the sole discretion of the contracting agency. If the contractor fails to appear for an inspection or a deficiency is not corrected within the stated period of time, the contracting agency may hire

another janitorial firm to correct the deficiency and invoice the contractor for the cost. The contractor's failure to pay the State may interfere with the full payment for services rendered during the next invoicing cycle. Any carryover of non-corrected deficiencies will be considered a "Breach of Contract."

### **DEFICIENT WORK**

If deficiencies in work performance are identified, the project manager shall promptly issue a written "Notice of Deficiency" to the contractor detailing the issue(s) requiring correction. Upon receipt of this notice, the contractor must correct the deficiency within eight (8) hours or within an alternative timeframe mutually agreed upon by the project manager and the contractor.

Should the contractor fail to correct the deficiency within the specified timeframe, the project manager will escalate the matter by forwarding the "Notice of Deficiency" to the State's procurement section. The procurement office will subsequently issue a "Letter of Cure," clearly outlining:

- specific contract requirements and sections violated;
- necessary corrective actions the contractor must undertake;
- consequences of non-compliance; and
- deadline for correction.

Failure by the contractor to address deficiencies after issuance of a "Letter of Cure" may lead to a determination of default.

## **SEC. 2.16 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. 2.17 NEW EQUIPMENT**

This section is not applicable as the state is not seeking new equipment offered in response to this solicitation.

## **SEC. 2.18 REMANUFACTURED/RECONDITIONED EQUIPMENT**

This section is not applicable as the state is not seeking remanufactured/reconditioned equipment offered in response to this solicitation.

## **SEC. 2.19 LEMON CLAUSE**

This section is not applicable as the state is not procuring new equipment in response to this solicitation.

## **SEC. 2.20 DISCONTINUED ITEMS**

This section is not applicable as the state is not procuring new equipment in response to this solicitation.

## **SEC. 2.21 LIQUIDATED DAMAGES**

This section is not applicable as the state will not include liquidated damages in the resulting contract to this solicitation.

## **SEC. 2.22 SHIPPING DAMAGE**

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

## **SEC. 2.23 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 with 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 in accordance with AS 36.30.400.

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

## **SEC. 2.24 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. 2.25 BILLING INSTRUCTIONS**

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

- Contract number and title “EHL Flooring Services”;
- Identification of the billing;
- An itemized listing of deliverables and charges for the invoiced period;
- Total amount billed;
- Date invoice was submitted for payment; and
- Entity name, contact information, and Alaska vendor number.

The contractor shall send invoices to:

- Attn: Patryce McKinney – Chief, Environmental Health Laboratories  
5251 Dr. Martin Luther King Jr. Avenue,  
Anchorage, AK 99507  
Phone: +1 (907) 375-8215  
E-mail: [DEC.EH.LabAdmin@alaska.gov](mailto:DEC.EH.LabAdmin@alaska.gov)

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. 2.26 ESTIMATED QUANTITIES**

The quantities referenced in this ITB are estimated requirements and may vary more or less from the quantities actually purchased. The State does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

## **SEC. 2.27 WARRANTY**

The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least 90 days. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the state. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The state is not responsible for identifying conflicting warranty conditions before issuing a contract award.

After the award of the contract:

1. If a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and
2. If the state's rights are diminished as a result of the application of the supplemental warranty, the supplemental warranty will be considered null and void, and the ITB warranty will prevail.

By signature on the face page of this ITB, the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

## **SEC. 2.28 NONDISCLOSURE & 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 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. 2.29 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. 2.30 INSURANCE**

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

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

Proof of insurance is required for the following:

- Workers’ Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations, including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement, with minimum coverage limits of \$300,000.00 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement, with minimum coverage limits of \$300,000.00 combined single limit per occurrence.

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

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

Bidders shall use the front page of this ITB, the Bid Submission Cover Sheet, and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

#### **BIDDER'S CERTIFICATION**

By signature on the bid, the bidder certifies that they comply with the following:

- a. the laws of the State of Alaska;
- b. the applicable portion of the Federal Civil Rights Act of 1964;
- c. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- d. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government, and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- e. all terms and conditions set out in this ITB;
- f. the price(s) submitted were arrived at independently and without collusion, under penalty of perjury; and
- g. that the bid will remain open and valid for at least 90 days.

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

#### **CONFLICT OF INTEREST**

Each bid shall include a statement indicating whether the company or any individuals working on the contract have a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to consider a bid non-responsive and reject it or cancel the award if any interest 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 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT**

This section is not applicable as the state will not require a bid bond, performance bond, or surety deposit in response to this solicitation.

### **SEC. 3.03 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 & 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 to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

### **SEC. 4.02 APPLICATION OF PREFERENCES**

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply, and provide examples of how to calculate the preferences are available at the following website: <https://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>.

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business's 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) through (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 the time of bid submission. Bidders must provide clarification or additional information requested by the Procurement Officer related to the preference not later than 5:00 p.m. 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 USE OF LOCAL FOREST PRODUCTS**

In a project financed by state money in which the use of timber, lumber, and manufactured lumber is required, only timber, lumber, and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

#### **SEC. 4.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE**

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

#### **SEC. 4.08 ALASKA PRODUCT PREFERENCE**

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

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

Products are classified into one (1) of three (3) categories:

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

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

#### **BRAND OFFERED**

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

#### **BRAND OF PRODUCT CHANGES**

During the course of the contract, including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska

Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

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

#### **SEC. 4.09 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. 4.10 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. 4.11 PREFERENCE QUALIFICATION LETTER**

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

#### **SEC. 4.12 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. 4.13 METHOD OF AWARD**

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

#### **SEC. 4.14 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. 4.15 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 & 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 & 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 for 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 the Alaska Department of Revenue or the Alaska Department of Fish and Game,
- liquor licenses issued by the Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by the Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by the Alaska Department of Revenue.

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

### **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 BRAND-SPECIFIC**

Certain items may be designated brand-specific. When an item is designated, no substitutions for the brand and model specified will be allowed.

## **SEC. 5.08 ITEM UPGRADES**

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

## **SEC. 5.09 WORKMANSHIP & 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. 5.10 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 a site inspection.

## **SEC. 5.11 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. 5.12 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. 5.13 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. 5.14 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. 5.15 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, identify 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 undertakes 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. 5.16 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. 5.17 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. 5.18 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. 5.19 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 through AS 36.30.632.

## **SEC. 5.20 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. 5.21 CONTRACT CANCELLATION**

1. The state reserves the right to cancel the contract at its convenience upon 30 calendar days' written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provided before the effective date of termination.
2. By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

## **SEC. 5.22 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. 5.23 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. 5.24 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 & 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 a 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 is not 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 & 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 \$250.00.

## SEC. 5.25 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. State Calendars
2. Bid Submission Cover Sheet
3. Bid Sheet
4. Standard Contract Form
5. Appendix B1
6. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower-tier Covered Transactions Form
7. Certification Regarding Lobbying Form
8. System for Award Management (SAM) Helpful Information
9. Certification Regarding Drug-free Workplace Requirements Form

To DEC's satisfaction, the contractor shall provide one (1) year of service. The agreement may be extended for four (4) additional one-year increments under the same terms and conditions when mutually agreed upon between the contractor and DEC. The contractor shall be responsible for all communications regarding the progress of maintenance/services performed and shall discuss with the DEC any issues, recommendations, and decisions related to the contract. The contractor will be the sole point of contact on all matters related to the purchase.

Questions regarding this document shall be addressed in writing to the Procurement Officer and sent to the following e-mail address: [decdasprocurement@alaska.gov](mailto:decdasprocurement@alaska.gov).