# STATE OF ALASKA REQUEST FOR PROPOSALS



# HOSPITAL LAUNDRY SERVICES FOR ALASKA PSYCHIATRIC INSITUTE - ANCHORAGE

RFP 2026-2600-0103

ISSUED 12/01/2025

THE DEPARTMENT OF FAMILY AND COMMUNITY SERVICES (DFCS) IS SOLICITING FOR A RELIABLE AND COST-EFFECTIVE CONTRACTOR IN THE ANCHORAGE AREA TO PROVIDE HOSPITAL LAUNDRY SERVICES TO THE 80-BED ALASKA PSYCHIATRIC INSTITUTE.

#### ISSUED BY:

DEPARTMENT OF FAMILY AND COMMUNITY SERVICES FOR THE ALASKA PSYCHIATRIC INSTITUTE

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#### OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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#### SECTION 1. INTRODUCTION & INSTRUCTIONS

#### SEC. 1.01 PURPOSE OF THE RFP

The Department of Family and Community Services, Alaska Psychiatric Institute (API) is soliciting proposals from reliable and cost-effective vendors to provide hospital laundry services to the 80-bed Alaska Psychiatric Institute. This includes consistent pick-up and delivery, adherence to infection control standards, and reporting of service completion and issues. The purpose of this solicitation is to secure a reliable and experienced healthcare laundry provider who can ensure timely, sanitary, and cost-effective handling of all hospital laundry and linens. The selected contractor will uphold stringent infection control standards and regulatory compliance to support API's commitment to patient safety and facility hygiene.

#### SEC. 1.02 BUDGET

Department of Family and Community Services, Alaska Psychiatric Institute, estimates a budget of between \$475,000 and \$550,000 dollars for completion of these services over the potential four (4) year lifespan of the contract. Proposals priced at more than \$550,000 will be considered non-responsive.

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

#### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00pm prevailing Alaska Standard Time on Monday November 10th, 2025, as indicated by postmark or email timestamp. Late proposals will not be considered.

#### SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements and provide these documents with the bid.

- Demonstrated experience with laundry services in a hospital setting as evidenced by at least one letter of support from a current or past (within the last three years) client.
- Infection control laundry handling policy
- Sample linen inventory report template
- Sample of a service log

An offeror's failure to meet these minimum prior experience requirements or document requirements will cause their proposal to be considered non-responsive and rejected.

#### SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

#### SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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 RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: JETTA DENNY – PHONE: 907-465-8216 - - TDD 711 (ALASKA RELAY) – JETTA.DENNY@ALASKA.GOV

#### SEC. 1.07 RETURN INSTRUCTIONS

To submit a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to <u>FCS.FMS.VENDOR.RESPONSE@ALASKA.GOV</u> as separate, clearly labeled attachments, such as "Vendor Name – Technical Proposal.pdf" (include Forms A, B, C, D, E and G as well as the certification form) and "Vendor Name – Cost Proposal.pdf" (Form F). <u>The email must contain the RFP number in the subject line</u>.

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 proposal 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 proposal, if you are emailing your proposal, the state recommends sending it with enough time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at: 907-465-8216 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

#### SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

#### SEC. 1.09 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

#### SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, 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 RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

#### SEC. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state's <u>best estimate</u> of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released	10:00am	Friday, October 31st, 2025
Deadline for Receipt of Proposals/Proposal Due Date	2:00pm	Monday, November 10th, 2025
Estimated Proposal Evaluations Complete		Tuesday, November 4th, 2025
Estimated Notice of Intent to Award (NOA) posted		Tuesday, November 18 <sup>th</sup> , 2025
End of 10-day mandatory protest period		Friday, November 28 <sup>th</sup> , 2025
Estimated Contract Issued		Monday, December 1st, 2025

This RFP 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 Family and Community Services, 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 PROPOSALS

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

#### SEC. 1.13 PRESS RELEASES

Press Releases related to this RFP will not be made without prior approval of the project director.

#### SEC. 1.14 BACKGROUND INFORMATION

#### **Background on API**

The Alaska Psychiatric Institute (API) began serving Alaskans in 1962 and now operates 5 inpatient units with a total of 80 licensed beds. Current services delivered include acute adult and adolescent inpatient, forensic restoration, and long-term care for adults with complex discharge challenges. Owned and operated by the State of Alaska, API is the only State psychiatric hospital in the state. When at full operating capacity, API handles roughly 1,060 admissions per year. API is accredited by The Joint Commission and must comply with Federal, State, and other regulatory bodies for the operation of hospital facilities. API cares for one of the most vulnerable populations in Alaska and has a diverse patient population with many cultural backgrounds and individual needs. In the care of this vulnerable population, API works to uphold the highest level of consideration for the broad and unique needs of patients.

#### **Background on Services under this contract**

As a hospital, API's laundry processing must comply with the standards and requirements under the following legislation and best practices to ensure public health:

- Code of Federal Regulations (CFR) Title 42 Chapter IV § 482.42 under the Centers for Medicare and Medicaid Services (which mandates a formal infection control program for all hospital operations, including outsourced services)
   <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-G/part-482/subpart-C/section-482.42">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-G/part-482/subpart-C/section-482.42</a>
- The Joint Commission IC.02.02.01 (which requires that all contracted services be evaluated and audited for infection control compliance)
   https://www.jointcommission.org/en-us/knowledge-library/support-center/standards-interpretation/standards-faqs/000001470
- CDC Guidelines for Healthcare Laundry including water temperature minimums (160°F), use of chlorine bleach for high-risk linens, and storage separation of clean and contaminated materials.
  - https://www.cdc.gov/infection-control/hcp/environmental-control/laundry-bedding.html
- State of Alaska 7 AAC 12.740 (which requires written procedures and the auditability of laundry services tied to infection control expectations)
   <a href="https://www.akleg.gov/basis/aac.asp#7.12.740">https://www.akleg.gov/basis/aac.asp#7.12.740</a>

#### SECTION 2. SCOPE OF WORK & CONTRACT INFORMATION

#### SEC. 2.01 SCOPE OF WORK

The Department of Family and Community Services (DFCS), on behalf of its agency, the Alaska Psychiatric Institute (API), is soliciting proposals for hospital laundry services. API seeks a vendor experienced in healthcare laundry operations who can ensure reliable, sanitary, and cost-effective service for patients and facility linens. All services must comply with applicable local, state, and federal regulations, including infection control and healthcare laundry best practices.

The successful vendor will be required to:

#### 1. Laundry Pickup & Delivery

- Provide timely pick-up and delivery of API's pre-bagged soiled laundry from a centralized 'soiled' location at API to the Contractor's offsite facility.
- Return clean, dry, and properly packaged laundry to API's designated centralized 'clean' location.
- Pickup and Delivery will be Monday, Wednesday and Friday Between the hours of 8:00am 10:00am
- All Transportation of soiled and clean linens must occur using separate, covered carts that are
  washable and cleaned daily in compliance with 7 ACC 12.740 and CDC Guidelines for laundry in
  Healthcare Settings.

#### 2. Sorting, Inspection & Personal Item Recovery

- Check and sort soiled laundry bags and pockets to remove contents, bag separately, and return any personal items (e.g. combs, currency, small belongings).
  - Pockets may be padded for contents rather than individually checked.
  - Contractor must document and itemize any items found and return them to API.
- Contractor staff shall maintain confidentiality regarding any patient identity or condition observed during service.
- The contracting staff must be trained in infection control and proper handling methods in accordance with CMS (42 CFR 482.42) and The Joint Commission (IC.02.02.02).

#### 3. Infection Control & Compliance Requirements

- Wash all linens using 160°F (71°C) water or EPA-approved cold-water disinfectants.
- Use EPA-registered antimicrobial detergents for all loads.
- Apply chlorine bleach to linens heavily soiled with blood or bodily fluids.
- Ensure strict separation of clean and contaminated laundry throughout all stages: pickup, transport, storage, washing, drying, folding, and delivery.
- Clean and decontaminate the transport carts used for soiled linen prior to reusing clean items.

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• Package all clean linens in durable shrink-wrapped packages before placing in sanitized carts for return delivery.

- Use water-soluble and liquid-impervious bags for all soiled linens during handling and transport, in compliance with API facility policy.
- Minimize agitation and exposure risk during linen handling to protect staff and patients.
- Follow Title 7, Alaska Administrative Code, Section 12.740 (7 AAC 12.740) for laundering in a healthcare setting.

#### 4. Laundry Processing Standards

- Sort, stain-treat, and wash soiled laundry according to industry best practices, based on fabric type and soil level.
- Dry items per manufacturer and fabric guidelines.
- Inspect for damage or need for rewash.
- Separate torn or tattered items and return them distinctly packaged.
- Fold and package items by size, color, and item type (e.g. S–M–L), folded to match API's shelf storage needs to reduce staff handling.
- All washing and disinfection methods must meet 7 AAC 12.740 and CDC guidelines and use of alternative disinfection processes must be approved, documented, and validated.

#### 5. Quality Assurance & Oversight

- Provide API's Project Manager with copies of:
  - Internal and external quality assurance reports
  - Inspection results
  - Compliance documentation
- Submit to equipment inspections and staff training audits as part of API's infection control assessments, conducted by the Infection Control Nurse.
- Participate in routine vendor evaluations and provide requested data or reports.
- The contractor must be able to provide infection control documentation (including written policies, staff training records, and disinfection procedures) upon request by the API hospital as required by CMS (42 CFR 482.42 and The Joint Commission (IC.02.02.01)

#### 6. Laundry Separation

- Maintain complete separation of API's laundry from other clients' linens throughout the process.
  - API laundry is not marked for identification, so strict process control is essential to prevent cross-contamination.
- The Contractor must demonstrate safe handling and storage of linens in line with CDC Guidelines and The Joint Commission's infection control standards (IC.02.02.01)

#### 8. Contaminated Laundry

• Contaminated laundry must be laundered to maintain safety, hygiene, and compliance with applicable health and safety. All contaminated laundry will be turned over to the contractor in yellow bags. The yellow bag and all the contents will be laundered and returned to API Hospital.

#### 7. Performance Expectations

<u>Timeliness:</u> Laundry must be picked up and returned: Monday, Wednesday, and Friday- between the hours of 8:00am – 10:00am. If scheduled service falls on a holiday, service will resume the next business day.

<u>Cleanliness:</u> All returned laundry must meet hygienic standards, free from contaminants, odors, or visible soil.

Packaging Integrity: Shrink-wrap must remain intact and sanitary upon delivery.

Compliance: All operations must comply with local and federal infection control standards, including:

- State of Alaska regulations (7 AAC 12.740)
- CMS Infection Control Program (42 CFR 482.42)
- The Joint Commission (IC.02.02.01)
- CDC Guidelines for Laundry in Healthcare Settings

#### **Operational Workflow**

To support consistent, high-quality service delivery, the following workflow must be followed by the contractor each service cycle:

#### 1. Pickup

Arrive at API's designated soiled laundry location: Monday, Wednesday and Friday between 8:00am-10:00am.

Pick up pre-bagged soiled laundry in sanitized carts, ensuring bags meet required safety standards.

#### 2. Transport

Transport soiled laundry directly to the contractor's facility without delay or mixing with other customer linens.

Maintain temperature and containment to minimize contamination risk.

#### 3. Intake & Sorting

Check for personal items by padding pockets.

Document and return any items found.

Sort laundry by soil level, item type, and fabric care instructions.

#### 4. Washing

Wash per infection control standards, using approved temperatures, detergents, and disinfectants. Apply chlorine bleach for blood- or fluid-contaminated linens.

#### 5. Drying

Dry as per material safety guidelines to preserve fabric integrity and ensure complete sanitation.

#### 6. Inspection

Review for damage or need for rewash.

Separate and label any rejected items (torn, stained, etc.) for return.

Should items be damaged by the contractor due to negligence during laundry processing (for example bleaching items that should not be bleached, or turning items scorched,), API will take photographs of the damage, establish the value of the items through current price lists with the appropriate supplier, present the contractor with an itemized invoice and be compensated accordingly by the Laundry contractor. However, it is understood by both parties that not all damage is due to negligence and occasionally an item will be damaged by laundry processing simply die to its age (for example, sheets worn thin that tear in the wash). Every effort will be made by API to remove aging items from circulation before they are compromised in the laundry processing.

#### 7. Folding & Packaging

Fold items by size, type, and color to match API's shelf/storage system.

Shrink-wrap folded items securely in durable plastic.

Load into sanitized carts for return.

#### 8. Delivery

Deliver clean, packaged laundry to API's designated "clean" location.

Confirm delivery and packaging integrity with API staff.

#### 9. Documentation & Quality Reporting

Submit weekly volume reports and monthly infection control documentation.

Report any service issues, contamination, or process failures immediately.

Participate in audits and inspections as scheduled by API.

#### SEC. 2.02 CONTRACT TERM AND WORK SCHEDULE

The initial term of the contract will be from the date of award, approximately December 1, 2025, through June 30th, 2026. Thereafter, the State reserves the option to renew for up to an additional three (3) one-year periods, July 1—June 30<sup>th</sup> potentially through June 30, 2029.

#### Work Schedule:

- 1. Contract start date: Monday, December 1, 2025
- 2. Weekly linen processing & delivery: Schedule based on unit demand
- 3. Weekly service logs: Due every Friday by 3:00 PM
- 4. Monthly infection control documentation: Due by the 5th of each month
- 5. Annual vendor audit summary: Due September 1, 2026

Unless otherwise provided in this RFP, the State and the successful offeror/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 DELIVERABLES

The contractor will be required to provide the following deliverables:

1. Regular weekly pick-up and drop-off of processed, sanitized laundry and linens returned in sealed packaging, categorized by use

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2. Weekly pickup and drop-off with tracking by weight (pounds)

- 3. Monthly documentation of infection control adherence, including chemical logs, temp records, and separation protocols
- 4. Annual compliance summary confirming alignment with CMS, CDC, TJC, and Alaska regulations
- 5. Incident logs for any contamination or processing issues

#### SEC. 2.04 CONTRACT TYPE

This contract is a services contract.

#### SEC. 2.05 PROPOSED PAYMENT PROCEDURES

The vendor will bill monthly for services provided. Invoices will detail the volume of laundry processed by weight (Lbs.).

#### SEC. 2.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Family and Community Services 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. Late payments are subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest. Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

#### SEC. 2.07 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through June 30, 2027, at which time the Contractor or State may request a price adjustment. Contractor 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. Price decreases will be handled in the same manner as price increase adjustments.

- Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.
- Price decreases will be handled in the same manner as price increase adjustments.

#### SEC. 2.08 LOCATION OF WORK

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

The contractor will pick up dirty laundry/linens and deliver clean, sorted laundry/linens to the Alaska Psychiatric Institute located at 3700 Piper Street, Anchorage, AK 99508.

By signing their proposal, the offeror certifies that all services provided under this contract by the contractor shall be performed in the United States.

Failure to comply with these requirements may cause the state to reject the proposal 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 CONTRACT PERSONNEL

Any change of project team members named in the proposal must be approved, in advance and in writing, by the project director and the procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

## SEC. 2.12 INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer 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 work received) and may seek associated damages.

#### SEC. 2.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director 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 any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Family and Community Services or the Commissioner's designee.

#### SEC. 2.14 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 physical facility security and electronic security) to prevent unauthorized access by storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- Patient names and health data associated with linen tracking
- Location and volume of linen distribution per unit
- Delivery timing and route details
- Internal service logs tied to clinical units

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. 2.15 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. 2.16 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that 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 beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to provide 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.

**Workers' Compensation Insurance:** The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**Commercial Automobile Liability Insurance:** covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

#### SEC. 2.17 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in this RFP.

#### SECTION 3. PROPOSAL FORMAT AND CONTENT

#### SEC. 3.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal. An electronic copy of the forms is posted along with this RFP.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. <u>Do not</u> include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive.

#### SEC. 3.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the requirements for page limits below.

**Page Limits:** Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page

only (for example, 1 Page implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending on to the proposal evaluation committee for evaluation.).

	Maximum
	Page Limits
Submittal Forms	*(not including any
	required
	attachments)
Submittal Form A – Offeror Information and Certifications	1
Submittal Form B – Experience and Qualifications	1
Submittal Form C – Understanding of the Project	1
Submittal Form D – Methodology Used for the Project	1
Submittal Form E – Management Plan for the Project	5
Submittal Form F – Cost Proposal (Submit as separate attachment from above)	1

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

#### SEC. 3.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies 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 federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

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g) that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] of this written list below, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

#### SEC. 3.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide a narrative description of the project team including the date of hire for each individual, their name, title and their experience working with hospital laundry services.

Offerors must provide an organizational chart for the staff described above illustrating the lines of authority and designating what the individual is responsible and accountable for in the completion of each deliverable of the RFP.

Offerors must also provide reference names and phone numbers for similar projects the offeror's firm has completed and at least two letters of support from current or former clients.

The offeror *shall not disclose their costs* in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

#### SEC. 3.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

Offerors shall identify pertinent issues and potential problems related to the work under this contract, and their mitigation plans to address those issues.

The offeror *shall not disclose their costs* in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

#### SEC. 3.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

The offeror *shall not disclose their costs* in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

#### SEC. 3.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow including all logistics for accomplishing the work.

The offeror *shall not disclose their costs* in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

#### SEC. 3.08 COST PROPOSAL (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form separately from the other required forms to: fcs.fms.vendor.response@alaska.gov. Proposed costs must represent the total cost to the State for completion of all work described in the RFP. Costs must cover all expenses associated with fulfilling the contract, including but not limited to labor, materials, travel, overhead, and profit. No additional charges will be allowed beyond the amount proposed. The amount proposed will be considered a firm, fixed price per pound of laundry. The overall proposal amount is for the purposes of proposal evaluation only.

#### SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

#### SEC. 4.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the technical portion of all responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.

- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

#### SEC. 4.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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 offeror. A sample copy of the evaluation criteria form is included in this RFP as a reference courtesy to the offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	250
Understanding of the Project	(Submittal Form C)	100
Methodology Used for the Project	(Submittal Form D)	50
Management Plan for the Project	(Submittal Form E)	100
	Total	500

Cost Criteria		Weight
Cost Proposal	(Submittal Form F)	400
	Total	400

Preference Criteria		Weight
Alaska Offeror Preference (if applicable)		100
	Total	100

**TOTAL EVALUATION POINTS AVAILABLE: 1000** 

#### SEC. 4.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 4.04 through 4.07 and assign a single score

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of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

# Offeror Total Score x Max Points = Points Awarded Highest Total Score Possible Offeror Total Score (40) x Max Points (100) = Points Awarded (100) Highest Total Score Possible (40)

#### SEC. 4.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror's proposal will be evaluated against the following questions:

#### 1) Questions regarding the personnel:

- a) Do the individuals assigned have experience with Hospital Laundry services?
- b) Does the length of their employment with the vendor indicate adequate time to competently and consistently follow the protocol required for the work under this contract?

#### 2) Questions regarding the Contractor:

- a) How well has the firm demonstrated experience in completing similar work?
- b) How successful is the general history of the firm regarding timely and successful completion of work?
- c) Has the firm provided letters of reference from previous clients?

#### SEC. 4.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the work?
- 2) How well has the offeror identified pertinent issues and potential problems related to the scope of work?

3) To what degree has the offeror demonstrated mitigation strategies to avoid potential problems related to the scope of work?

#### SEC. 4.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

#### SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

#### SEC. 4.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 40% the total evaluation points are assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (Cost of Each Higher Priced Proposal)

Example (Max Points for Contract Cost = 400):

#### Step 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

#### Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

#### Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

#### Offeror #2 receives 374.3 points.

\$40,000 lowest cost x 400 maximum points for cost =  $16,000,000 \div $42,750$  cost of Offeror #2's proposal = 374.3

#### Offeror #3 receives 336.8 points.

\$40,000 lowest cost x 400 maximum points for cost =  $16,000,000 \div $47,500$  cost of Offeror #3's proposal = 336.8

#### SEC. 4.09 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total points available, which will be added to the offeror's overall evaluation score.

#### **Example:**

#### Step 1

Determine the number of points available to qualifying offerors under this preference:

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

#### Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

#### Step 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #3	900 points (800 points + 100 points)
Offeror #2	840 points (740 points + 100 points)
Offeror #1	830 points

**Offeror #3** is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

#### 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 project director or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

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

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors 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 offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- 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 offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals 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 to the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

#### SEC. 5.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State with 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. 5.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible to the award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of clarification under this section.

#### SEC. 5.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

#### SEC. 5.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in this RFP.

After the receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

#### SEC. 5.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

#### SEC. 5.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project;
   or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

The state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

#### SEC. 5.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

#### SEC. 5.10 PROTEST

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

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror 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 proposals.

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 an offeror 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 proposal in order 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 offerors 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."

#### SEC. 5.11 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP 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:

#### **Application Of Preferences**

- 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)
- Alaska Veteran's Preference AS 36.30.321(f)
- Alaska Military Skills Program Preference AS 36.30.321(I)

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. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

#### SEC. 5.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 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**

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. An offeror's failure to provide this form, completed with their proposal, will cause the state to disallow the preference.

#### SEC. 5.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, 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 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**

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this form, completed with their proposal, will cause the state to disallow the preference.

#### SEC. 5.14 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 proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this form, completed with their proposal, will cause the state to disallow the preference.

#### SEC. 5.15 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document

(adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any proposed changes:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

#### SEC. 5.16 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror 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 RFP.

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

#### SEC. 5.17 PROPOSAL AS PART OF THE CONTRACT

Part of or all of this RFP and the successful proposal may be incorporated into the contract.

#### SEC. 5.18 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

#### SEC. 5.19 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror 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: <a href="https://www.state.gov/trafficking-in-persons-report/">https://www.state.gov/trafficking-in-persons-report/</a>

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

#### SEC. 5.20 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any

proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer, and the proposal 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 offers;
- do not change the meaning or scope of the RFP;
- 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 determines that it is not in the best interest of the State.

A proposal from a debarred or suspended offeror shall be rejected.

#### SEC. 5.21 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

#### SEC. 5.22 DISCLOSURE OF PROPOSAL CONTENTS

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (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 offeror 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 offeror 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 offeror.
- 6. If the offeror 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 offeror 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 an offeror of a request for the Record and of a planned release if the offeror 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 offeror that it will disclose the information unless the offeror convinces the State not to or obtain an order prohibiting disclosure.

#### SEC. 5.23 ASSIGNMENT

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.

#### SEC. 5.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP 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 RFP, 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. 5.25 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement 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. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

#### SEC. 5.26 SEVERABILITY

If any provision of the contract or agreement is 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. 5.27 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After the contract award:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights are diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

#### SEC. 5.28 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

#### SEC. 5.29 FEDERALLY IMPOSED TARIFFS

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

- Notification of Changes: The contractor must promptly notify the procurement officer in writing
  of any new, increased, or decreased federal excise tax or duty that may result in either an
  increase or decrease in the contact price and shall take appropriate action as directed by the
  procurement officer.
- After-imposed or Increased Taxes and Duties: Any federal excise tax or duty for goods or services
  covered by this contract that was exempted or excluded on the contract award date but later
  imposed on the contractor during the contract period, as the result of legislative, judicial, or
  administrative action may result in a price increase provided:

- 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 to the contract price under this clause unless the amount of the adjustment exceeds \$250.

#### **SECTION 6. ATTACHMENTS**

- 1) Cost Proposal (Submittal Form F) (Submit as separate attachment)
- 2) Submittal Forms A E (Submit Separate from Submittal Form F)
- 3) Bidder Preference forms
- 4) Sample Standard Contract Form for Goods and Non-Professional Services and appendices.

### **COST PROPOSAL – Submittal Form F**

Do not edit this bid in any manner. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected. Contact the Procurement Officer in writing with any questions. FCS.FMS.Vendor.Response@Alaska.Gov

**QUANTITIES:** The quantities referenced in the Bid Schedule of this RFP are the State's estimated monthly requirements and may not include all laundry items. The State does not guarantee any minimum or maximum amount of laundry to be cleaned. However, the Contractor shall be required to furnish services for all quantities as required by State.

Estimated Monthly Quantity	Description	Cost Per Pound		
5,500 lbs.	Provide laundry services per specifications contained in this RFP.	\$(Per pound, clean dry weight)		
5,500 lbs. X \$ (Cost per pound, clean dry weight)	= \$ X 12 Months = \$_	(Annual Cost)		
\$	X 5 Years = \$			
(A	nnual Cost) (Total Bid Pric	ce)		
	made to the responsive and responsible bid t advantageous to the State of Alaska, cons			
	t advantageous to the State of Alaska, cons criteria set forth in this RFP			
is determined to be the mos	t advantageous to the State of Alaska, cons criteria set forth in this RFP BIDDER INFORMATION	sidering price and all evaluation		
is determined to be the mos	t advantageous to the State of Alaska, cons criteria set forth in this RFP  BIDDER INFORMATION NAME:	sidering price and all evaluation		
is determined to be the mos  CONTACT I	t advantageous to the State of Alaska, cons criteria set forth in this RFP  BIDDER INFORMATION  NAME:	sidering price and all evaluation		
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is determined to be the mos  CONTACT I  COMPANY N  ADD	t advantageous to the State of Alaska, conscriteria set forth in this RFP  BIDDER INFORMATION  NAME:  ORESS:	sidering price and all evaluation		
is determined to be the mos  CONTACT I  COMPANY N  ADD	t advantageous to the State of Alaska, conscriteria set forth in this RFP  BIDDER INFORMATION  NAME:  DRESS:	sidering price and all evaluation		
CONTACT I COMPANY N ADI	BIDDER INFORMATION NAME:  ORESS:	sidering price and all evaluation		

## **SUBMITTAL FORM A – Offeror Information**

Revised March 13, 2024

<b>PROJECT INFORM</b>	IATION						
RFP NUMBEI	R:						
PROJECT NAM							_
OFFEROR INFORM	MATION						
Company Nan	ne:						
Addre							
Tax	ID:						_
Alaska Busin	ess						_
License	e #:						
CONTACT INFORM Provide contact info	_	ndividual that	can be contacted	for	clarification	n regarding this pro	oposal:
	Name						
	Title						<del></del>
Ad	ddrocc						
	Email						<u></u>
Tele	phone						
CRITICAL TEAM No Provide the names cannot be removed director or procure	of all critical tear d or replaced fron						
Name of F	Position 1						
Name of F	Position 2						
Name of F	Position 3						
Name of F	Position 4						
ADDENDA ACKNOThe offeror acknow amendments into disqualification. The received and incorporate	vledges receipt of their proposal. Fa offeror must list a	ilure to identi all amendmen	ify and sign for a ts (by number), the	ll a en	nmendments initials and o	may subject the	offeror to
Number	Initials & Date	Number	Initials & Date	]	Number	Initials & Date	
				I			I

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#### **Certifications**

No	Criteria	Response*
1	The offeror is presently engaged in the business of providing the services & work required in this RFP.	True   False
2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True   False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True   False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True   False
5	The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True   False
6	The offeror 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.	True   False
7	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True   False
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued there under by the federal government.	True   False
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True   False
10	The offeror can provide (if requested) financial records for the organization for the past three years.	True   False
11	The offeror has not had any contracts terminated by the State of Alaska (within the past five years).	True   False
12	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True   False
13	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	True   False
14	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state.	True   False
15	The offeror certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	True   False
16	The offeror does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	True   False
17	The offeror is not (now or in the past) involved in bankruptcy or reorganized proceeding.	True   False
18	Offeror certifies they comply with the laws of the State of Alaska.	True   False
19	Offeror confirms their proposal will remain valid and open for at least 90 days.	True   False

\* Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below (add rows as necessary).

ciarification (up to 250 word maximam for each Traise ciarification) below (dad to 113 do necessal 4).			
Section	Clarification		

Expenditure from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the Bid (by the Bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (included in this document) must be completed.

http://www.sam.gov/portal/SAM/#1

This document must be completed.

## CERTIFICATION REGARDING DEBARRMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TEIR COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

## (BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its
principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify any of the Statements in this

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Name and Title of Authorized Representative	
Signature	

certification, such prospective participant shall attach an explanation to this Bid.

#### **Instructions for Certification**

- 1. By signing and submitting this Bid, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Bid is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Bid is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this Bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower Tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this Bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

#### **CONFLICT OF INTEREST STATEMENT**

Indicate below whether or not the firm or any individual(s) that will work 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 proposal 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 services to be provided by the offeror.

Does the offeror, or any individual(s) that will work on this contract, have a possible conflict of interest?	□ Yes □ No
* Failure to answer may be grounds for disqualification.  f "Yes", please provide additional information regarding the nature of that conflict:	

Indicate below all known federal requirements that	apply to the proposal, proposal evaluation, or contract:
<u> </u>	
ALASKA PREFERENCES	
If you wish to claim any Alaska Preferences, please of follows the signature section below.	complete the Alaska Bidder Preference Certification Form that
SIGNATURE	
This proposal must be signed by a company officer	empowered to bind the company.
Printed Name	
Signatura	

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# ALASKA BIDDER PREFERENCE CERTIFICATION AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: Click or tap here to enter text.

	ka Bidder erence?	Preference:	Do you	believe	that	your	firm	qualifies	for	the	Alaska Bidder	□ Yes	□ No
Alasi		n Preference	: Do you	believe	that	your	firm	qualifies	for	the	Alaska Veteran	□ Yes	□ No
Pleas	e list any a	additional Ala	ska Prefe	rences b	elow th	hat yo	ou bel	lieve you	r firm	ı qua	lifies for.		
1.	•	2.	3.		4	<b>1</b> .		5.		•	6.		
Bidder YES to signed bids or If you a submit If the intentic constit	Preference these que copy of the proposals ire submitte this form to procuring onally make utes misre	e Questions s stions as wel is form must ting a bid or p before the de agency is ur	ection. To I as answ be include roposal a adline set able to isleading per AS 36	o qualify er YES t ed with v s a JOIN for receverify a stateme	for an to all the your bi  T VENT  eipt of length on the content o	nd cla he qu id or p rure, bids c nse, this f	im the lestion proposed all more protection, form, form,	e Alaska ns in the esal no late embers of posals. A reference whether	Vete Alas ter th of the S 36. e ma it su	ran F ka Vo nan tl e join 30.99 ay no cceed	ot be applied. ds in deceiving o	must and ce section for recein complete Knowing	swer on. A pt of and
1)	Does you	r business ho	ld a curre	nt Alaska	a busin	ess li	cense	per <i>AS 3</i>	<i>6.30</i> .	.990(	(2)(A)?		
	☐ YES	□ NO											
	If <b>YES</b> , en	ter your curre	ent <b>Alaska</b>	busine	ss licen	nse nu	umbe	<b>r</b> : Click or	tap	here	to enter text.		
2)		usiness submi <b>Question 1</b> pe	_			under	r the i	name app	oeari	ng oi	n the Alaska bus	siness lic	ense
	☐ YES	□ NO											
3)	employee		r or offer	or for a p							y the bidder or eceding the date		
	☐ YES	□ NO											
	If <b>YES</b> , ple	ease complete	the follo	wing inf	ormati	ion:							
		of Business t Address:	Click or	tap here	e to ent	ter te	xt.						

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rendei	of businged, or go	Click or tap here to enter text. Click or tap here to enter text.  Click or tap here to enter text.  The sess is defined as a location at which normal business activities are conducted, services are conducted, or processed; a post office box, mail drop, telephone, or answering on the processed is post of the processed.  Click or tap here to enter text.  Click or tap here to enter text.
Do you	u certify	that the Place of Business described in Question 3A meets this definition?
☐ YES		□NO
		or offeror, or at least one employee of the bidder or offeror, must be a resident of the r AS $16.05.415(a)$ per $2$ AAC $12.990(b)(7)$ .
	1)	Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per $AS\ 16.05.415(a)(1)$ ? $\Box$ YES $\Box$ NO
	2)	Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per $AS\ 16.05.415(a)(2)$ ? $\Box$ YES $\Box$ NO
	3)	Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per $AS\ 16.05.415(a)(3)$ ? $\Box$ YES $\Box$ NO
	4)	Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per $AS$ $16.05.415(a)(4)$ ? $\Box$ YES $\Box$ NO
Per AS	36.30.9	90(2)(D), is your business (CHOOSE ONE):
A.	Incorp	orated or qualified to do business under the laws of the state?
		enter your current Alaska corporate entity number: Click or tap here to enter text.
В.	A sole ☐ YES	proprietorship AND the proprietor is a resident of the state? ☐ NO
C.	A limito ☐ YES	ed liability company organized under AS 10.50 AND all members are residents of the state?
	Please	identify each member by name: Click or tap here to enter text.
D.	A partr state?	nership under former AS 32.05, AS 32.06, or AS 32.11 AND all partners are residents of the
	☐ YES	□NO
	Please	identify each member by name: Click or tap here to enter text.

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#### **Alaska Veteran Preference Questions:**

1) Pe	er <i>AS 36.</i> 3	30.321(F), is you	r business (CHOOSE ONE):
	A.	A sole proprie ☐ YES	etorship owned by an Alaska veteran?
	В.	A partnership ☐ YES	under AS 32.06 or AS 32.11 <b>AND</b> a majority of the partners are Alaska veterans? □ <b>NO</b>
	C.	veterans?	<b>lity company</b> organized under AS 10.50 <b>AND</b> a majority of the members are Alaska
		☐ YES	□ NO
	D.	veterans?	that is wholly owned by individuals, <b>AND</b> a majority of the individuals are Alaska
		☐ YES	□ NO
	Per AS	36.30.321(F)(3)	"Alaska veteran" is defined as an individual who:
	(A) Sei	rved in the	
	(i)	Armed forces	of the United States, including a reserve unity of the United States armed forces; or
	(ii)	Alaska Territo Alaska Naval N	rial Guard, the Alaska Army National Guard, the Alaska Air Nations Guard, or the <code>//dilitia;</code> and
	Do you	certify that the	om service under a condition that was not dishonorable. e individual(s) indicated in <b>Question 1A, 1B, 1C, or 1D</b> meet this definition and can n of their service and discharge if necessary?
	☐ YES	□NO	
By sigi		•	nder penalty of law that I am an authorized representative of <u>Click or tap here to</u> on this form is true and correct to the best of my knowledge.
	Print	ed Name	
	,		
	,	Signature	

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## **SUBMITTAL FORM B – Experience and Qualifications**

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed this page (reference RFP section 4.02).

- Experience with institutional laundry services-
- Quality assurance and infection control protocols
- Logistics and adaptability
- References and service history

SUBMITTAL FORM C – Understanding of the Project
SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed this page (reference RFP section 4.02).

SUBMITTAL FORM D – Methodology Used for the Project
SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed this page (reference RFP section 4.02).

ence RFP section 4.02)			

#### Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number		2. Contract Title		3. Agency Fund Code Internal Use Only		4. Agency Appropriation Internal Us			
5. Vendor N	. Vendor Number 6. IRIS Document ID #			1	7. Alaska Business	License Number			
This contrac	t is betw	een the St	ate of Ala	ska,			L		
8. Departme	ent of				Division				
Family and	d Commu	nity Servic	es					Hereafter the Stat	e, and
9. Contractor Email						Hereafter the Con	tractor		
Mailing Add	ress			Street or P.O. Bo	Х	City		State Z	ZIP+4
10. Article	1.	Append	dices:						
Appendi	ces referi	ed to in th	nis contrac	ct and attached to	it are considered pa	art of it.			
Article	2.	Perforr	mance of (	Contract:					
	2.1	Append	dix A (Gen	eral Conditions), It	tems 1 through 18, į	govern con	tract performance.		
	2.2				nd insurance provis				
	2.3	Append	dix C sets	forth the scope of	work/services to be	e performed	l by the Contractor		
Article	3.	Period	of Perforr	mance:					
The perio	od of per	formance	for this co	ontract begins (ent	er date), and ends (	enter date	e). Enter # of rene	ewal options for this cont	ract.
Article	4.	Consid	erations:						
	4.1				ctor's performance th the provisions of <i>i</i>			shall pay the Contractor a	sum not to exceed
11. Departm	nent of				At	tention: Di	vision of ENTER		
		Family an	d Commu	nity Services					
Mailing Add	ress		РО Вох	(	At	tention:			
12.		(	CONTRAC	TOR	13	3.	CONT	RACTING AGENCY	
Name of Firm			De	Department/Division Family and Community Services, [Division]					
Signature	of	Autho	prized	Representative	Sig	gnature of F	Procurement Officer	r	Date
Typed or Printed Name of Authorized Representative		Ту	ped or Prin	ted Name of Procur	rement Officer				
			Pr	ocured Unc	ler INSERT CODE HE	ERE			

NOTICE: This contract has no effect until signed by the contracting agency.

## APPENDIX A GENERAL CONDITIONS

#### 1. Inspections and Reports

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the Contractor's facilities and activities under this contract. The Contractor shall make progress and other reports in the manner and at the times the department reasonable requires.

#### 2. Suitable Materials, Etc.

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

#### 3. 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.

#### 4. Default

In case of default by the Contractor, for any reason whatsoever, the State of Alaska 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.

#### 5. No Assignment or Delegation

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

#### 6. No Additional Work or Material

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

#### 7. Independent Contractor

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

#### 8. Payment of Taxes

As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

#### 9. Compliance

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits, and bonds.

#### 10. Conflicting Provisions

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

#### 11. Officials Not to Benefit

Contractors must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

#### 12. Contract Prices

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

#### 13. Contract Funding

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

#### 14. Force Majeure

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, 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 Agreement, 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.

#### 15. Contract Extension

Unless otherwise provided, the State and the Contractor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation.

#### 16. Severability

If any provision of the contract is 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.

#### 17. Continuing Obligation of Contractor

Notwithstanding the expiration date of this contract, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

#### 18. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## APPENDIX B<sup>1</sup> INDEMNITY AND INSURANCE

#### Article 1. 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.

#### Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that 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 contracting officer prior to beginning work 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.

- **2.1 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.
- **2.2 Commercial General Liability Insurance:** Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- **2.3 Commercial Automobile Liability Insurance:** Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.

## DO NOT COMPLETE (form is for DFCS scoring only)

PROPOSAL EVALUATION FORM RFP 2026-2600-0103 - THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **1,000** 

Proposals will be evaluated for responsiveness by using the following scoring criteria.

Sect 3.04 Experience and Qualifications – Submittal Form B — Evaluation Criteria 4.02 INSTRUCTIONS: When typing in comments, you may use as much space as needed. Formatting will advance.  Questions regarding the personnel, experience, and references. (25 points per question)					
				th	id the offer include a complete narrative description of ne project team, including the date of hire for each dividual, names, titles, and experience with Hospital aundry?
de	oes the organizational chart provided clearly emonstrate the levels of authority with responsibilities utlined at each level?	Comments:			
-	as the firm demonstrated experience in providing ervices similar to what is described in the RFP?	Comments:			
nı	id the offeror provide reference names and phone umbers for similar projects the offeror has completed and provide two letters of reference from current or ormer clients.	Comments:			
		TOTAL:			
Sect. 3.05 Und	Sect. 3.05 Understanding of the Work - Submittal form C - Evaluation Criteria Sect 4.02				
	id the offeror illustrate their understanding of the equirements of the project and the project schedule?	Comments:	-		

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6) How well has the offeror's proposal demonstrated a thorough understanding of the purpose and scope of th work?	Comments:	
7) Has the offeror identified pertinent issues and potential problems related to the deliverables the state expects it to provide?	Comments	
8) Did the offeror describe their mitigation plans to address potential problems related to the work under this contract?	SS Comments:	
	TOTAL:	
Sect 3.06 Methodology Used for the Work - Submittal Form D - Ev	valuation Criteria Sec. 4.02	50 Possible Points
9) How well does the methodology match and achieve the objectives set out in the RFP?	e Comments	
10) Does the methodology interface with the time schedule in the RFP?	Comments:	
11) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?	Comments:	
	TOTAL:	

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Sect. 4.07 Management Plan for the Work Evaluation - Submittal Form E - Evaluation Criteria Sect 4.16			
12) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?	Comments:		
13) How well is accountability completely and clearly defined?	Comments:		
14) Is the organization of the project team clear?	Comments:		
15) How well does the management plan illustrate the lines of authority and communication?	Comments:		
16) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to fulfil the contract?	Comments:		
17) Does it appear that the offeror can meet the schedule set out in the RFP?	Comments:		
18) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?	Comments:		
19) To what extent has the offeror identified potential problems?	Comments:		
	TOTAL:		

<b>EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS:</b>	

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#### 4.08 Contract Cost — Submittal Form F 400 Points

Cost will be calculated by Procurement Staff. Overall, a minimum of **40** percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 5.11.

#### **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 5.15.

#### 4.09 Alaska Offeror Preference — 100 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.