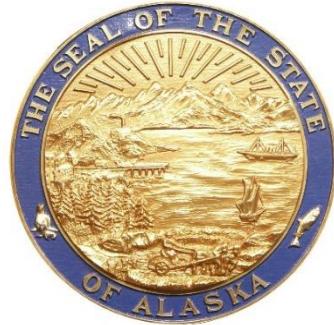


# STATE OF ALASKA

## INVITATION TO BID (ITB)



### DJJ LAUNDRY SERVICES MCLAUGHLIN YOUTH CENTER (MYC)

ITB 2026-2600-0097

ISSUE DATE: 12/01/2025

#### LAUNDRY SERVICES FOR MCLAUGHLIN YOUTH CENTER

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

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

- (1) The bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence must be submitted with the bid:
  - a canceled check for the business license fee;
  - a copy of the business license application with a receipt date stamp from the State's business license office;
  - a receipt from the State's business license office for the license fee;
  - a copy of the bidder's valid business license;
  - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) The price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
  - the laws of the State of Alaska;
  - the applicable portion of the Federal Civil Rights Act of 1964;
  - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
  - the bid will remain open and valid for at least 90 days;
  - all terms and conditions set out in this Invitation to Bid (ITB).

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

DEPARTMENT OF FAMILY AND COMMUNITY SERVICES	
DIVISION OF JUVENILE JUSTICE	COMPANY SUBMITTING BID
<u>JETTA DENNY</u>	
AUTHORIZED SIGNATURE	
PROCUREMENT OFFICER:	
JETTA DENNY	PRINTED NAME
PHONE: (907) 465-8216	10/31/2025
EMAIL: JETTA.DENNY@ALASKA.GOV	DATE

# TABLE OF CONTENTS

<b>SECTION 1. INTRODUCTION &amp; INSTRUCTIONS .....</b>	<b>4</b>
SEC. 1.01 PURPOSE OF THE ITB.....	4
SEC. 1.02 BUDGET.....	4
SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS .....	4
SEC. 1.04 PRIOR EXPERIENCE .....	4
SEC. 1.05 REQUIRED REVIEW .....	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS .....	5
SEC. 1.07 SITE INSPECTION .....	5
SEC. 1.08 RETURN INSTRUCTIONS .....	5
SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY.....	6
SEC. 1.10 AMENDMENTS TO BIDS .....	6
SEC. 1.11 AMENDMENTS TO THE ITB .....	6
SEC. 1.12 ITB SCHEDULE .....	6
SEC. 1.13 ALTERNATE BIDS .....	6
SEC. 1.14 SUPPORTING INFORMATION.....	7
SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER .....	7
<b>SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION.....</b>	<b>7</b>
SEC. 2.01 SCOPE OF WORK.....	7
SEC. 2.02 CONTRACT TERM .....	10
SEC. 2.03 PAYMENT FOR STATE PURCHASES .....	10
SEC. 2.04 ELECTRONIC PAYMENTS .....	10
SEC. 2.05 PROMPT PAYMENT FOR STATE PURCHASES.....	10
SEC. 2.06 CONTRACT ADMINISTRATION .....	11
SEC. 2.07 CONTRACT PRICE ADJUSTMENTS .....	11
SEC. 2.08 CONTRACT PERFORMANCE LOCATION .....	11
SEC. 2.09 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED.....	12
SEC. 2.10 SUBCONTRACTORS.....	12
SEC. 2.11 JOINT VENTURES.....	12
SEC. 2.12 RIGHT TO INSPECT PLACE OF BUSINESS .....	12
SEC. 2.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....	12
SEC. 2.14 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS .....	12
SEC. 2.15 BILLING INSTRUCTIONS.....	13
SEC. 2.16 NONDISCLOSURE AND CONFIDENTIALITY.....	13
SEC. 2.17 INDEMNIFICATION .....	14
SEC. 2.18 INSURANCE .....	14
<b>SECTION 3. BID FORMAT AND CONTENT .....</b>	<b>15</b>
SEC. 3.01 BID FORMS.....	15
SEC. 3.02 PRICES.....	16
<b>SECTION 4. EVALUATION AND CONTRACTOR SELECTION.....</b>	<b>17</b>
SEC. 4.01 EVALUATION OF BIDS.....	17
SEC. 4.02 APPLICATION OF PREFERENCES .....	17
SEC. 4.03 ALASKA BIDDER PREFERENCE .....	17
SEC. 4.04 ALASKA VETERAN PREFERENCE.....	18
SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE .....	19
SEC. 4.06 EMPLOYMENT PROGRAM PREFERENCE .....	19
SEC. 4.07 ALASKANS WITH DISABILITIES PREFERENCE .....	19
SEC. 4.08 PREFERENCE QUALIFICATION LETTER.....	20
SEC. 4.09 EXTENSION OF PRICES .....	20
SEC. 4.10 METHOD OF AWARD.....	20
SEC. 4.11 NOTICE OF INTENT TO AWARD .....	21
SEC. 4.12 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES .....	22
SEC. 4.13 AUTHORITY .....	22
SEC. 4.14 COMPLIANCE .....	23
SEC. 4.15 CONTRACTOR SITE INSPECTION .....	23

SEC. 4.16	ORDER DOCUMENTS.....	23
SEC. 4.17	HUMAN TRAFFICKING .....	23
SEC. 4.18	RIGHT OF REJECTION .....	23
SEC. 4.19	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	24
SEC. 4.20	DISCLOSURE OF BID CONTENTS .....	24
SEC. 4.21	ASSIGNMENTS.....	25
SEC. 4.22	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM) .....	25
SEC. 4.23	DEFAULT.....	25
SEC. 4.24	DISPUTES .....	26
SEC. 4.25	SEVERABILITY.....	26
SEC. 4.26	CONTRACT CANCELLATION.....	26
SEC. 4.27	GOVERNING LAW; FORUM SELECTION .....	26
SEC. 4.28	QUALIFIED BIDDERS .....	26
SEC. 4.29	FEDERALLY IMPOSED TARIFFS .....	26
SEC. 4.30	PROTEST .....	27
<b>SECTION 5. ATTACHMENTS.....</b>		<b>29</b>
SEC. 5.01	ATTACHMENTS .....	29

## **SECTION 1. INTRODUCTION & INSTRUCTIONS**

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

The Department of Family and Community Services (FCS), Division of Juvenile Justice (DJJ), is soliciting bids for laundry services for the McLaughlin Youth Center (MYC).

### **SEC. 1.02 BUDGET**

The Department of Family and Community Services, Division of Juvenile Justice, estimates a budget of between \$220,000 and \$300,000 for the entire term of this contract. Bids that are priced at less than \$220,000 and more than \$300,000 will be considered non-responsive.

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

### **SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS**

Bids must be received no later than 2:00pm Alaska Time on Monday, November 10th, 2025, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

### **SEC. 1.04 PRIOR EXPERIENCE**

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

1. Must have an Alaska Business License in good standing.
2. The bidder must not have had a contract terminated for cause by the State of Alaska within the last three years.

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

### **SEC. 1.05 REQUIRED REVIEW**

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of bids. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

## **SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS**

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

## **SEC. 1.07 SITE INSPECTION**

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

The site may be inspected by contacting Candice Erickson—Administrative Officer 2, Phone: (907)-261-4309.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions, and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer listed on page 1.

## **SEC. 1.08 RETURN INSTRUCTIONS**

If you are submitting a response through IRIS Vendor Self-Service (VSS), you may ignore the following return instructions:

Submitting your bid via email: The entire bid may be emailed to [fcs.fms.vendor.response@alaska.gov](mailto:fcs.fms.vendor.response@alaska.gov) and MUST contain the ITB number in the subject line of the email.

The maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes, and each email must comply with the requirements described above.

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

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

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

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

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

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

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

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

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

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released	10:00am	Friday October 31 <sup>st</sup> , 2025
<b>Deadline for Receipt of Bids / Bid Due Date</b>	<b>2:00pm</b>	<b>Monday, November 10th, 2025</b>
Review of Bids – Lowest Bid Awarded Contract		Tuesday, November 4th, 2025
Anticipated Notice of Intent to Award		Tuesday, November 18th, 2025
End of Mandatory 10-day protest Period		Friday, November 28 <sup>th</sup> , 2025
Contract Issued		Monday December 1st, 2025

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of 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. 1.13 ALTERNATE BIDS**

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

### **SEC. 1.14 SUPPORTING INFORMATION**

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

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

### **SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER**

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

## **SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION**

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

The Alaska Department of Family and Community Services, Division of Juvenile Justice is soliciting bids from qualified bidders to provide comprehensive laundry services for McLaughlin Youth Center (MYC), located at 2600 Providence Dr. Anchorage, AK 99508.

This contract will include the regular pickup, laundering, and return of various items, including resident clothing, contaminated garments, linens, and facility-use textiles. The awarded Contractor must follow clear guidelines for separating laundry, maintaining proper hygiene, and securely packing, ensuring that all clothing and materials are processed in a clean, safe, and secure manner consistent with juvenile justice facility standards and applicable health regulations.

The contractor will pickup and drop-off between 8:00am-9:30am, Monday, Wednesday, and Friday each week. If a pickup/drop-off day falls on a holiday the drop-off/pickup date will resume the following business day.

The scope includes the handling of:

- Color-coded unit-specific clothing (in mesh bags) that must be kept strictly separated by unit (color)
- Contaminated laundry requiring special handling and sanitation protocols
- Common laundry and linens, including pressing and weight limitations on bundled returns

The Contractor shall possess the ability and demonstrate the capability to accurately weigh all bundled materials. The weighing process must ensure sufficient precision to support the accurate calculation of invoices for services rendered. Weight shall be documented using calibrated equipment, and records of all weighing shall be maintained and made available upon request.

All services must be performed in a professional manner that supports the operational needs of MYC, maintains resident dignity, and upholds the health and safety standards of the facility.

*The soiled laundry to be cleaned under this contract will consist of linen, kitchen rags, laundry bags and the articles of clothing as noted on the table below.*

There are two (2) separate units at the McLaughlin Youth Center (MYC) that turn in clothing for laundering in color-coded mesh bags:

1. Girls Detention – Black Mesh Bags
2. Boys Detention - Blue Mesh Bags

- Each unit's clothing consisting of shirts, pants, socks and underclothing MUST be laundered and kept separate from the other units and other laundry.
- All clothing that is received by the Contractor in mesh bags shall be washed separately from all other clothing. The mesh bag shall be washed and kept with the clothing.
- All clothing shall be returned to the facility bundled and securely wrapped and sealed in plastic to eliminate dirt and dust filtration.
- The clothing that is received by the Contractor in mesh bags shall be placed back in the mesh bags after it has been washed, tumble dried and wrapped in plastic as described above.

*Contaminated clothing MUST be laundered to maintain safety, hygiene, and compliance with applicable health and safety:*

1. All contaminated clothing will be turned over to the Contractor in water-soluble bags.
2. After MYC staff place the laundry in the water-soluble bags, the water-soluble bags will be placed inside another plastic trash type bag.
3. The Contractor shall open the outer plastic bag only and wash the contaminated clothing separately from all other laundry, placing it in the machine without removing the laundry from the water-soluble bag.
4. This laundry will be returned to MYC separated from the other laundry and labeled with the contents contained within.

Common laundry and linens (sheets, pillowcases, shower curtains, tablecloths, towels, wash cloths, mattress pads, bedspreads, blankets, laundry bags, and kitchen rags) not contained in mesh bags, must be washed, tumble dried, sorted, folded, bundled and securely wrapped and sealed in a plastic cover or wrapping. The sheets, pillowcases

and table clothes will be pressed before being securely wrapped. Each package of returned common laundry must be clearly labeled with the contents and quantity contained and shall not weigh more than twenty (20) pounds.

Cleaned articles are to be bundled as follows:

<u>ARTICLE</u>	<u>SIZE OF BUNDLE</u>
Bath Towels	10 each
Pillowcases	50 each
Sheets	10 each
Wool Blankets	5 each
Fleece Blankets	5 each
Bread Spreads	5 each
Kitchen rags/terry	10 lbs.
Pants	5 each
T-shirts	10 each
Sweatshirts	5 each
Underwear	20 each
Socks	Returned in colored laundry bags

All laundry services must be performed in accordance with the requirements outlined in this solicitation, as well as applicable state regulations, including 7 AAC 12.740. For off-site facilities, the contractor must ensure it meets these standards. Contractors must also comply with all required procedures for the handling of contaminated materials and for maintaining separation between different housing units' laundry to avoid cross-contamination.

A facility must develop and implement written procedures for handling, processing, storage, and transportation of linen in a manner that will prevent the spread of infection and will ensure the maintenance of clean linen. If a facility operates its own laundry, it must be:

- located so that steam, odors, lint, and objectionable noises do not reach patient or personnel areas
- well-lit, ventilated, and adequate in size for the needs of the facility
- maintained in a sanitary manner and in good repair
- separate from any storage area
- organized so that clean and soiled functions are physically separated.
- A facility must have laundry equipment that provides hot water at a temperature of 160° Fahrenheit unless the facility uses an alternative disinfectant measure, including ozonized water, bleach, or a bleach byproduct, at a lower temperature recommended by the product manufacturer. If the facility uses an alternative disinfectant measure, the facility must develop a written policy and procedure for use of the product and must maintain documentation of the manufacturer's minimum recommended water temperature.
- Handwashing and toilet facilities for laundry personnel must be provided at a location convenient to the laundry.

- Separate covered carts must be used for transporting soiled and clean linen. The carts must be clearly labeled and equipped with washable covers that are laundered or suitably cleaned daily. If laundry service is provided by an outside laundry service establishment, the facility must choose an establishment that meets the requirements above.

## **SEC. 2.02 CONTRACT TERM**

The length of the contract will be from the date of award, approximately 12/01/2025.

The initial term is one (1) year, approximately 12/01/2025 – 11/30/2026, with four (4) 1-year optional renewals. This contract has potential renewals until 11/30/2030. Renewal options will be at the full discretion of the State of Alaska, Department of Family and Community Services, Division of Juvenile Justice.

This contract is a services contract.

## **SEC. 2.03 PAYMENT FOR STATE PURCHASES**

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 payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

## **SEC. 2.04 ELECTRONIC PAYMENTS**

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

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

## **SEC. 2.05 PROMPT PAYMENT FOR STATE PURCHASES**

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be applied to the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

## **SEC. 2.06 CONTRACT ADMINISTRATION**

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Family and Community Services, Division of Juvenile Justice.

## **SEC. 2.07 CONTRACT PRICE ADJUSTMENTS**

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

**Consumer Price Index (CPI):** Contract prices will remain firm through 06/30/2027 after which the contractor may request price adjustments. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fails to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported January through June 2026 and each January through June thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

## **SEC. 2.08 CONTRACT PERFORMANCE LOCATION**

The location related to this contract is the Anchorage McLaughlin Youth Center (MYC), 2600 Providence Dr., Anchorage, AK 99508.

All work is to be performed, completed, and managed off site by the contractor. The contractor is responsible for picking up materials from MYC and delivering completed work back to MYC upon completion.

No work will be performed on-site. The state will not provide workspace at MYC for the contractor.

### **SEC. 2.09 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED**

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

### **SEC. 2.10 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 2.11 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 2.12 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

### **SEC. 2.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for providing all products 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 state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

### **SEC. 2.14 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

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

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

## **SEC. 2.15 BILLING INSTRUCTIONS**

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

1. Contract number and title
2. Identification of the billing period
3. An itemized listing of deliverables and charges for the invoiced period
4. Total amount billed
5. Date invoice was submitted for payment
6. Entity name, contact information, and Alaska vendor number

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

## **SEC. 2.16 NONDISCLOSURE AND CONFIDENTIALITY**

The 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 security and electronic security) to prevent unauthorized access by storage, disclosure, publication, dissemination of 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.).

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

## **SEC. 2.17 INDEMNIFICATION**

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

## **SEC. 2.18 INSURANCE**

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

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

### **Proof of insurance is required for the following:**

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

## SECTION 3. BID FORMAT AND CONTENT

### SEC. 3.01 BID FORMS

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

#### BIDDER'S CERTIFICATION

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

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

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

#### CONFLICT OF INTEREST

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

### **SEC. 3.02 PRICES**

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

## SECTION 4. EVALUATION AND CONTRACTOR SELECTION

### SEC. 4.01 EVALUATION OF BIDS

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

### SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

### SEC. 4.03 ALASKA BIDDER PREFERENCE

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

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

#### **Alaska Bidder Preference Certification Form**

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

#### **SEC. 4.04 ALASKA VETERAN PREFERENCE**

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

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

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

#### **Alaska Veteran Preference Certification**

To receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to complete and provide this form with their bid will cause the state to disallow the preference.

## **SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE**

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- b) has an active partnership with an entity that employs an apprentice through a program described above.

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

### **Alaska Military Skills Program Preference Certification**

In order to receive the Alaska Military Skills Program Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to complete and provide this form with their bid will cause the state to disallow the preference.

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(l) must be provided to the Procurement Officer at time of bid submission. Bidders must provide clarification or additional information requested by the Procurement Officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the bidder not receiving the Military Skills Program Preference.

## **SEC. 4.06 EMPLOYMENT PROGRAM PREFERENCE**

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

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

## **SEC. 4.07 ALASKANS WITH DISABILITIES PREFERENCE**

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

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

#### **SEC. 4.08 PREFERENCE QUALIFICATION LETTER**

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

#### **SEC. 4.09 EXTENSION OF PRICES**

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

#### **SEC. 4.10 METHOD OF AWARD**

The Contract Award will be made to the lowest responsive and responsible bidder.

To be considered responsive, bidders must bid on all items:

- all sections completed
- all required items priced
- all terms agreed to

To be considered a responsible bidder:

Per 2 AAC 12.500 Standard of Responsibility, factors that may be considered in determining whether a prospective contractor is responsible include whether the prospective contractor has a satisfactory record of performance. Therefore, before the award is made, the procurement officer will require the lowest bidder to provide information to substantiate the bidder's record of performance in the form of:

- Three letters of reference from past and current customers attesting to the vendor providing satisfactory or better performance within the last three years.
- If the vendor held any contract(s) with agencies of the State of Alaska within the last 3 years, letters from those agencies must be included. The bidder's vendor history with the State of Alaska will be verified by the Procurement Officer through the State of Alaska's financial system IRIS.

Failure to provide requested information or if the procurement officer determines the performance record is unsatisfactory, the bidder will be found non-responsible, and the procurement officer will consider the next lowest bidder as the apparent low bidder susceptible for award.

#### **SEC. 4.11 NOTICE OF INTENT TO AWARD**

After the responses to this ITB have been opened, evaluated, and letters of support sought and received from the lowest bidder to substantiate its standing as a responsible vendor, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. (1) It lists the name of each company or person that offered a bid and the price they bid. (2) It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be sent to each company or person who responded to the ITB. Bidders identified as the apparent low responsive and responsible bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

## **SEC. 4.12 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES**

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

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

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

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

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

## **SEC. 4.13 AUTHORITY**

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

#### **SEC. 4.14 COMPLIANCE**

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

#### **SEC. 4.15 CONTRACTOR SITE INSPECTION**

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the State 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. 4.16 ORDER DOCUMENTS**

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

#### **SEC. 4.17 HUMAN TRAFFICKING**

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/reports/2024-trafficking-in-persons-report/>

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

#### **SEC. 4.18 RIGHT OF REJECTION**

Bidders must comply with all the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counteroffer, and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness,

- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other bidders,
- do not change the meaning or scope of the ITB,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or
- do not constitute a substantial reservation against a requirement or provision, may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it is determined to be in the state's best interest.

A bid from a debarred or suspended bidder shall be rejected. A lowest bid from a vendor who does not subsequently substantiate its standing as a responsible bidder under Sec 4.10 of this ITB shall be rejected.

#### **SEC. 4.19 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

#### **SEC. 4.20 DISCLOSURE OF BID CONTENTS**

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

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If, and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the bidder undertook the following protective measures:
  - a. marked information confidential;
  - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
  - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.

5. If the bidder did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the bidder.
6. If the bidder undertook each protective measure, the State will withhold the information marked confidential to the following extent:
  - a. The State agrees that the Law protects the information; and
  - b. if the nondisclosure is challenged, the bidder fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify a bidder of a request for the Record and of a planned release if the bidder undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the bidder that it will disclose the information unless the bidder convinces the State not to or obtains an order prohibiting disclosure.

#### **SEC. 4.21 ASSIGNMENTS**

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

#### **SEC. 4.22 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

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

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

#### **SEC. 4.23 DEFAULT**

In case of default by the contractor, for any reason whatsoever, the state may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

#### **SEC. 4.24 DISPUTES**

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

#### **SEC. 4.25 SEVERABILITY**

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

#### **SEC. 4.26 CONTRACT CANCELLATION**

The state reserves the right to cancel the contract at its convenience upon 30 calendar days, written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provided before the effective date termination.

#### **SEC. 4.27 GOVERNING LAW; FORUM SELECTION**

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

#### **SEC. 4.28 QUALIFIED BIDDERS**

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

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

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

#### **SEC. 4.29 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 contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made to the price of the contract under this clause unless the amount of the adjustment exceeds \$250.

## **SEC. 4.30 PROTEST**

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

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

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

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

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

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

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

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

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

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

## **SECTION 5. ATTACHMENTS**

### **SEC. 5.01 ATTACHMENTS**

#### **Attachments:**

- 1) Bid Sheet for proposals (BID SCHEDULE)
- 2) Sample Contract Document (Standard Contract Form) and Appendices

## BID SCHEDULE

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.

**QUANTITIES:** The quantities referenced in the Bid Schedule of this ITB are the State's high estimate monthly volume. 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. Contractor will be paid by the pound of clean laundry delivered.

Price per pound of clean laundry: \$\_\_\_\_\_

To arrive at a do-not-exceed amount for the contract, the following will be calculated

Multiply Price Per pound	X 5,000	For Est. Monthly cost	
Multiply Est Monthly Cost	X 12 months	For Est Annual Cost	
Multiply Est Annual Cost	X 5 years	For Estimated Total Cost for do-not-exceed amount	

**\*Award will be made** based on the lowest Estimated Total Cost to the bidder meeting the specifications as the lowest Responsive and Responsible bidder as listed in this ITB\*

### BIDDER INFORMATION

CONTACT NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_ ZIP \_\_\_\_\_

PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**Standard Contract form 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 Code Internal Use Only
5. Vendor Number	6. IRIS Document ID #	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Family and Community Services	Division	Hereafter the State, and	
9. Contractor	Email	Hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
10. Article 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. Article 2. Performance of Contract: 2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the scope of work/services to be performed by the Contractor. Article 3. Period of Performance: The period of performance for this contract begins (enter date), and ends ( <b>enter date</b> ). Enter # of renewal options for this contract. Article 4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$( <b>enter amount</b> ) in accordance with the provisions of Appendix D. 4.2 When billing the State, the Contractor shall refer to the Agency Contract Number and send the billing to: <a href="mailto:fcs.invoicing@alaska.gov">fcs.invoicing@alaska.gov</a>			
11. Department of Family and Community Services	Attention: Division of ENTER		
Mailing Address PO Box	Attention:		
12. CONTRACTOR	13. CONTRACTING AGENCY		
Name of Firm	Department/Division Family and Community Services, [Division]		
Signature of Authorized Representative	Date	Signature of Procurement Officer	Date
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer		
	Procured Under INSERT CODE HERE		

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**

The contractor 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.