

# STATE OF ALASKA INVITATION TO BID (ITB)



## CADET HYGIENE AND PERSONAL USE PRODUCTS ITB 260000006

ISSUED **NOVEMBER 4, 2025**

The Department of Military and Veterans Affairs (DMVA), Alaska Military Youth Academy (AMYA), is soliciting bids from qualified vendors to provide hygiene and personal use products for the Alaska Youth Challenge Program Cadets on an as-needed basis.

**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 of the following forms of evidence must be submitted with the bid:
  - a canceled check for the business license fee;
  - a copy of the business license application with a receipt date stamp from the State's business license office;
  - a receipt from the State's business license office for the license fee;
  - a copy of the bidder's valid business license;
  - a sworn notarized affidavit that the bidder has applied 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 Military and Veterans Affairs	
Division of Administrative Services	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
David Baker	PRINTED NAME
PHONE: (907) 428-7220	
EMAIL: <a href="mailto:mvasprocurement@alaska.gov">mvasprocurement@alaska.gov</a>	DATE

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

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

The Department of Military and Veterans Affairs (DMVA), Alaska Military Youth Academy (AMYA), is soliciting bids from qualified vendors to provide hygiene and personal use products for the Alaska Youth Challenge Program Cadets on an as needed basis as specified within this ITB. It is anticipated this ITB may result in Master Agreement awards to multiple offerors at the State’s discretion. The State does not guarantee a minimum or maximum amount of product to be purchased under any contract resulting from this ITB.

### **SEC. 1.02 BUDGET**

Department of Military and Veterans Affairs, Division of Administrative Services, estimates a budget of between \$28,000.00 to \$37,500.00 dollars per contract year. Bids priced at more than \$150,000.00 will be considered non-responsive.

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

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

Bids must be received no later than **2:00 PM** Alaska Time on **November 25, 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**

No specific minimums have been set for this ITB.

### **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**

Not applicable to this ITB.

## SEC. 1.08 RETURN INSTRUCTIONS

Bidders must submit one hard copy of their entire bid, in writing, to the procurement officer.

If submitting a bid in a sealed package via U.S. mail or a delivery service, the sealed bid package must be addressed as follows:

Department of Military and Veterans Affairs  
Division of Administrative Services  
Attention: David Baker  
Invitation to Bid (ITB) Number: 260000006  
ITB Title: Cadet Hygiene and Personal Use Products

If using U.S. mail, please use the following address:

P.O. Box 5800  
Joint Base Elmendorf-Richardson, AK 99505

If using a delivery service, please use the following address:

49000 Army Guard Road, Suite B105B  
Joint Base Elmendorf-Richardson, AK 99505

If submitting your bid via email, the entire bid may be emailed to [mvasprocurement@alaska.gov](mailto:mvasprocurement@alaska.gov) and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

It is the bidder's responsibility to contact the issuing agency at [mvasprocurement@alaska.gov](mailto:mvasprocurement@alaska.gov) 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	N/A	November 4, 2025
<b>Deadline for Receipt of Bids / Bid Due Date</b>	<b>2:00 PM</b>	<b>November 25, 2025</b>
Anticipated Notice of Intent to Award	N/A	Week of December 1, 2025
Anticipated Contract Issued	N/A	Week of December 15, 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 Military and Veterans Affairs, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

**SEC. 1.13 PRE-BID CONFERENCE/TELECONFERENCE**

Not applicable for this ITB.

**SEC. 1.14 ALTERNATE BIDS**

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

**SEC. 1.15 SUPPORTING INFORMATION**

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

## SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

## SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

### SEC. 2.01 SCOPE OF WORK

Generally, the Alaska Military Youth Academy (AMYA) makes two purchases per year, prior to the start of each new ChalleNGe program class. The quantity to be purchased will be based upon current stock levels on hand. Additional purchases may also be made throughout each class on an as-needed basis. Purchases will be made by AMYA via submittal of a fully executed Delivery Order (DO) issued under a Master Agreement (MA) contract resulting from this ITB. The State does not guarantee a minimum or maximum number of purchases to be made against an MA. The items shown within this ITB have been researched and thoroughly tested on the cadets and have proven to be the best option for AMYA.

**No Substitution.** Where **No substitution** is specified for a product, whether it be for quantity, size, color, etc., the State will accept only products meeting the specification shown. For example, the size specified for Men’s Deodorant is 3.0 oz. The State will only accept an offer of a 3.0 oz or larger size of deodorant for this ITB. Offers of a product other than what is specified as No substitution will be considered non-responsive and will be rejected.

**Brand Specific Item.** Item 2 under Lot 2 is specified as Brand Specific. Based on testing done by the Alaska Military Youth Academy, the product specified has proven to be the best option for AMYA. Only the product shown on this line will be accepted by the State. Offers of a product other than that shown will be considered non-responsive and will be rejected.

### Specifications

#### Lot 1, Hygiene Items

1. **Toiletry Bag**, clear/transparent, approximate size 5.5” H x 7.5” L. Product offered must clearly show contents. Brand: ICS Item AC44012 or State-approved equivalent. Estimated usage: 600 each annually.
2. **Men’s Deodorant**, Stick style, Unscented or Regular scent (no strong scent) **minimum size 3.0 oz.** Brand: Speed Stick Regular, Speed Stick Power Fresh, or State-approved equivalent. Estimated usage: 600 each annually. **No substitution on size. Product offered must be 3.0 oz or larger.**
3. **Soap Dish**, two-piece, clear/transparent. Estimated usage: 600 each annually.
4. **Foot & Shoe Powder**, **minimum size 6 oz.** Brand: Odor Eater or State-approved equivalent. Estimate usage: 600 each annually. **No substitution on size. Product offered must be 6 oz or larger.**
5. **Chapstick**, tube, **medicated**, **minimum size 0.15 oz**, original flavor or unflavored (i.e., no flavors such as cherry, grape, etc.). Brand: Carmex Classic Lip Balm Original Formula or State-approved equivalent. Estimated usage: 1000 tubes annually. **No substitution on size and medicated requirements. Product offered must be 1 oz or larger and must be medicated.**
6. **Toothbrush**, Adult size with Rubber Grip, single or assorted colors. Brand: Colgate, Freshmint, or State-approved equivalent. Estimated usage: 800 each annually.

7. **Toothbrush Holder**, tube style, 2 pieces, 8" Length, Clear/transparent. Estimated usage: 800 each annually.
8. **Dental Floss**, Unflavored or Mint flavored, 55 yd, Waxed. Brand: Reach, Freshmint, or State-approved equivalent. Estimated usage: 600 each annually.
9. **Shampoo and Conditioner**, 2n1 (shampoo and conditioner combined), **minimum size 12 oz.** Brand: Head & Shoulders, Classic Clean, 2n1, or State-approved equivalent. Estimated usage: 800 each annually. **No substitution on size. Product offered must be a minimum of 12 oz.**
10. **Tampons**, Regular, **minimum 32 per pack.** Brand: Tampax or State-approved equivalent. Estimated usage: 400 packs annually. **No substitution on pack quantity. Product offered must contain a minimum of 32 tampons per pack.**
11. **Tampons Super**, **minimum 32 per pack.** Brand: Tampax or State-approved equivalent. Estimated usage: 500 packs annually. **No substitution on pack quantity. Product offered must contain a minimum of 32 tampons per pack.**

### Lot 2, Shaving and Nail Supplies

1. **Disposable Razor, Double-Bladed.** Brand: Bic Deuce or State-approved equivalent. Estimated usage: 1000 each annually. **No substitution on blade requirement. Product offered must be double-bladed.**
2. **Shaving Gel, Edge Sensitive Skin**, minimum 7 oz size. Estimated usage: 600 each annually. **Brand-specific item. No substitution will be accepted.**
3. **Toenail Clippers, with Nail File.** Estimated usage: 500 each annually. **No substitution on nail file requirement. Product offered must include a nail file.**
4. **Fingernail Clipper, with Nail File.** Estimated usage: 500 each annually. **No substitution on nail file requirement. Product offered must include a nail file.**
5. **Emery Board, 4.5" Length, must be abrasive on both sides.** Estimated usage: 1000 each annually. **No substitution on double sided requirement. Product offered must be abrasive on both sides.**

### Lot 3, Hair Care Products

1. **Bobby Pins**, **minimum 60 count per individual package.** Brand: Goody or State-approved equivalent. Estimated usage: 500 packs annually. **No substitution on count. Product offered must have 60 or more pins per individual package.**
2. **Comb**, Detangling, plastic. Brand: Goody or State-approved equivalent. Estimated usage: 400 each annually.
3. **Brush**, Professional Vented, single or multi-colored. Brand: Conair or State-approved equivalent. Estimated usage: 400 each annually.
4. **Styling Gel**, **minimum size 32 oz**, maximum hold, unscented preferred. Brand: Super Wet or State-approved equivalent. Estimated usage: 250 each annually. **No substitution on size. Product offered must be a minimum of 32 oz.**
5. **Boar Brush**, Natural Boar Bristles. Wood handle preferred. Brand: Firstline Wav Enforcer or State-approved equivalent. Estimated usage: 400 each annually.

### Lot 4, Personal Use Items

1. **Shine Brush** for boots, horsehair. Brand: Kiwi or State-approved equivalent. Estimated usage: 600 each annually.

2. **Boot Polish**, Solid, Black, Can, **minimum size 1 1/8 oz (32g)**. Brand: Kiwi or State-approved equivalent. Estimated usage: 800 cans annually. **No substitution on size. Product offered must be 1/18 oz (32g) or larger.**
3. **Travel / Pocket Tissue**, 2 ply, white, approximately 15 tissues per pack. Estimated usage: 600 packs annually.
4. **Shoe Laces**, 54" long, Flat, pair, White. Brand: Kiwi Select Sport Laces or State-approved equivalent. Estimated usage: 100 pair annually.
5. **Boot Laces**, 72" long, Round, pair, Black. Brand: Kiwi Outdoor or State-approved equivalent. Estimated usage: 100 pair annually.
6. **Boot Laces**, 54" long, Flat, pair, Black. Brand: Kiwi Select or State-approved equivalent. Estimated usage: 100 pair annually.
7. **Boot Laces**, 45" long, Flat, pair, Black. Brand: Kiwi Sport or State-approved equivalent. Estimated usage: 100 pair annually.
8. **Blousing Straps**, Black, pair. Brand: Rothco Boot Blouser FW001BLK or State-approved equivalent. Estimated usage: 800 pair annually.

**Bidders must specify in the Bid Schedule the product they are offering for each line item.** Product specification should include the packaging size, i.e. "20 per box," brand offered, and any other supporting information that will fit within the space on the Bid Schedule. Supporting information may also be attached separately to the offerors' bid at the offerors' discretion. Per Section 1.15 of this ITB, the State may also request supporting information, to include samples, at its discretion. Bidders offering items that do not meet the above specifications will not be considered and their bid will be rejected.

**Brand names** shown for products are for descriptive purposes only unless otherwise specified as "Brand Specific." Review Section 5.06, Specifications, for more information on Brand Names, Brand Specific, etc.

**All tariffs, duties, shipping, freight, handling, delivery, insurance, and any other costs, fees, or charges necessary to furnish and deliver the goods or services to the F.O.B. point specified in Section 2.14 must be included in your bid price.**

**Guaranteed Delivery.** Bidders must specify in the place provided on the Bid Schedule the guaranteed delivery time after receipt of an order to the F.O.B. Point specified in Section 2.14 of this ITB. The state requires delivery of ordered items within 60 calendar days after receipt of an order. **Bids that specify delivery in excess of 60 calendar days after the receipt of an order will be considered non-responsive and bids will be rejected.** The delivery time shall remain constant throughout the life of the contract.

## SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately December 16, 2025, through December 15, 2026, with the option to renew for three (3) additional 1-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

### **SEC. 2.03 CONTRACT TYPE**

This contract is a Fixed Firm Price contract.

### **SEC. 2.04 PAYMENT FOR STATE PURCHASES**

No payment will be made until the contract is approved by the Commissioner of the Department of Administrative 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. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

### **SEC. 2.05 ELECTRONIC PAYMENTS**

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

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

### **SEC. 2.06 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 taken on 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. 2.07 CONTRACT ADMINISTRATION**

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Military and Veterans Affairs, Division of Administrative Services.

### **SEC. 2.08 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 the initial year of the contract.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2026) and each HALF1 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.

All price adjustments must be approved by both the contractor and the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer and signed by the contractor.

## **SEC. 2.09 CONTRACT PERFORMANCE LOCATION**

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

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

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

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

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

## **SEC. 2.10 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED**

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

### **SEC. 2.11 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 2.12 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 2.13 RIGHT TO INSPECT PLACE OF BUSINESS**

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

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

The F.O.B. point for all items purchased under a contract resulting from this ITB is the DMVA Alaska Military Youth Academy, Supply Section. Mailing address is DMVA Alaska Military Youth Academy Supply, PO Box 5727, Joint Base Elmendorf-Richardson, Alaska, 99505. Physical address is DMVA Alaska Military Youth Academy Supply, Building 58100, Stevens Road, Camp Carroll, Joint Base Elmendorf-Richardson, Alaska, 99505. Camp Carroll is an Alaska National Guard facility located on Joint Base Elmendorf-Richardson, Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state.

**All tariffs, duties, taxes, shipping, freight, handling, delivery, insurance, and any other costs, fees, or charges necessary to furnish and deliver the goods or services to the F.O.B. point must be included in your bid price.**

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

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

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

### **SEC. 2.16 EQUIPMENT INSPECTION**

Not applicable to this ITB.

### **SEC. 2.17 NEW ITEMS**

Items offered in response to this ITB must be new. New means items that are currently in production by the manufacturer and is still the latest model, edition or version generally offered. The items must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned items.

It is the contractor's responsibility to ensure that each item delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

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

Remanufactured/reconditioned products are not authorized or allowed for this contract.

### **SEC. 2.19 LEMON CLAUSE**

Not applicable for this ITB.

### **SEC. 2.20 DISCONTINUED ITEMS**

In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the procurement officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

### **SEC. 2.21 LIQUIDATED DAMAGES**

Not applicable to this ITB.

### **SEC. 2.22 SHIPPING DAMAGE**

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

### **SEC. 2.23 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

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

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

### **SEC. 2.24 CONTINUING OBLIGATION OF CONTRACTOR**

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

## **SEC. 2.25 BILLING INSTRUCTIONS**

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

## **SEC. 2.26 ESTIMATED QUANTITIES**

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

## **SEC. 2.27 WARRANTY**

Not applicable to this ITB.

## **SEC. 2.28 NONDISCLOSURE AND CONFIDENTIALITY**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

## SEC. 2.29 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement.

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

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

## SEC. 2.30 INSURANCE

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

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

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

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 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. Completion of the Conflict of Interest section within the Bid Schedule attached to this ITB will satisfy this requirement.

### SEC. 3.02 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Not Applicable for this ITB.

### SEC. 3.03 PRICES

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

## SECTION 4. EVALUATION AND CONTRACTOR SELECTION

### SEC. 4.01 EVALUATION OF BIDS

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

### SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

### SEC. 4.03 ALASKA BIDDER PREFERENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **SEC. 4.06 USE OF LOCAL FOREST PRODUCTS**

Not applicable to this ITB.

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

Not applicable to this ITB.

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

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

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

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.

- Class III products receive a 7% preference.

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

#### **Brand Offered**

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

#### **Brand of Product Changes**

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

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

### **SEC. 4.09 EMPLOYMENT PROGRAM PREFERENCE**

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

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

### **SEC. 4.10 ALASKANS WITH DISABILITIES PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price. In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

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

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists 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. 4.12 EXTENSION OF PRICES**

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

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

Award will be made **BY LOT**. There are 4 lots within this ITB, and bidders may bid on one or more lots at their discretion. To be considered responsive, bidders must bid on all items within a lot. A maximum of 4 contracts will be awarded as a result of this Invitation to Bid (ITB). Contracts will be awarded to the lowest responsive and responsible bidders who meet all specifications, terms, and conditions outlined in this ITB for each lot.

#### **SEC. 4.14 CONTRACTOR SELECTION PROCESS**

Not applicable to this ITB.

#### **SEC. 4.15 NOTICE OF INTENT TO AWARD**

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

### **SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION**

#### **SEC. 5.01 INFORMAL DEBRIEFING**

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

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

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

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

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

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

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

## SEC. 5.03 AUTHORITY

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

## SEC. 5.04 COMPLIANCE

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

### SEC. 5.05 SUITABLE MATERIALS, ETC.

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

### SEC. 5.06 SPECIFICATIONS

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

### SEC. 5.07 BRAND SPECIFIC

Certain items may be designated **brand specific**. When an item is designated brand specific no substitutions for the brand and model specified will be allowed. In this ITB, when a brand and model is identified as Brand Specific, no substitutions will be allowed. **Within this ITB only Item 2 under Lot 2 is specified as Brand Specific.** Only the product shown on this line will be accepted by the State. Offers of a product other than that shown will be considered non-responsive and will be rejected.

Certain items may also be designated **No substitution**. Where No substitution is specified for a product, whether it be for quantity, size, color, etc., the State will accept only products meeting the specification shown. For example, the size specified for Men's Deodorant is 3.0 oz. The State will only accept an offer of a 3.0 oz or larger size of deodorant for this ITB. Offers of a product other than what is specified as No substitution will be considered non-responsive and will be rejected.

### SEC. 5.08 ITEM UPGRADES

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

### SEC. 5.09 WORKMANSHIP AND MATERIALS

Not Applicable for this ITB.

### SEC. 5.10 CONTRACTOR SITE INSPECTION

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

### SEC. 5.11 ORDER DOCUMENTS

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

### SEC. 5.12 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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

### SEC. 5.13 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it is determined to be in the state's best interest. **A bid from a debarred or suspended bidder shall be rejected.**

## **SEC. 5.14 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **SEC. 5.15 DISCLOSURE OF BID CONTENTS**

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

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

## **SEC. 5.16 ASSIGNMENTS**

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

### **SEC. 5.17 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

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

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

### **SEC. 5.18 DEFAULT**

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

### **SEC. 5.19 DISPUTES**

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

### **SEC. 5.20 SEVERABILITY**

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

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

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 provide before the effective date termination.

By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

### **SEC. 5.22 GOVERNING LAW; FORUM SELECTION**

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

## SEC. 5.23 QUALIFIED BIDDERS

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

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

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

## SEC. 5.24 FEDERALLY IMPOSED TARIFFS

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

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

## SEC. 5.25 PROTEST

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

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

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

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

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

A protester must have submitted a bid to have sufficient standing to protest the proposed award of a contract.

Protests must include the following information:

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

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

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

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

## SECTION 6. ATTACHMENTS

1. Bid Schedule
2. Master Agreement Form for Goods and Non-Professional Services (Sample)
3. Appendix A General Conditions

4. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Federal Debarment Certification Form)
5. Alaska Bidder Preference Certification
6. Anti-Terrorism Training
7. Bidder Checklist

**END OF THIS SECTION**

**ATTACHMENT 1  
Bid Schedule**

Cadet Hygiene and Personal Use Products  
ITB 260000006

Award will be made BY LOT to the lowest responsive and responsible bidder for the lot. There are FOUR lots in this ITB. Bidders may bid on one or more lots at their discretion. To be considered responsive, bidders must bid on all items within a lot. Quantities shown are an estimate of the annual usage by the State. The State does not guarantee a minimum or maximum quantity of products to be purchased under any contract resulting from this ITB. Costs offered must be inclusive of all tariffs, duties, taxes, shipping, freight, handling, delivery, insurance, and any other costs, fees, or charges necessary to furnish and deliver the goods or services to the F.O.B. point. For specifications of required items refer to Section 2 of this ITB.

**LOT 1, Hygiene Items**

Item	Description of Product	Unit Cost	Estimated Annual Use	Extended Cost
1.	Toiletry Bag, Clear/Transparent, Approximate Size, 5.5" H x 7.5" L  Product offered:	\$	600 each	\$
2.	Men's Deodorant, stick style, unscented or regular scent, <b>minimum 3.0 oz size. No substitution on size.</b>  Product offered:	\$	600 each	\$
3.	Soap Dish, Two Piece, Clear/transparent  Product offered:	\$	600 each	\$
4.	Foot & Shoe Powder, <b>minimum size 6 oz. No substitution on size.</b>  Product offered:	\$	600 each	\$
5.	Chapstick, tube, <b>medicated, minimum size 0.15 oz, original or unflavored only. No substitution on size, flavor, or medicated requirements.</b>  Product offered:	\$	1000 tubes	\$
6.	Toothbrush, Adult with Rubber Grip, single or assorted colors.  Product offered:	\$	800 each	\$

7.	Toothbrush Holder, tube style, 2 pieces, 8" Length, Clear/transparent. Product offered:	\$	800 each	\$
8.	Dental Floss, Unflavored or Mint flavored, Waxed, 55 yd Product offered:	\$	600 each	\$
9.	Shampoo and Conditioner, 2n1, <b>minimum size 12 oz. No substitution on size.</b> Product offered:	\$	800 each	\$
10	Tampons, Regular, minimum 32 per pack. <b>No substitution on pack quantity.</b> Product offered:	\$	400 packs	\$
11	Tampons, Super, minimum 32 per pack. <b>No substitution on pack quantity.</b> Product offered:	\$	500 packs	\$
12.	<b>Total Cost for Lot 1 (Items 1-11):</b>			\$

**Guaranteed Delivery:** \_\_\_\_\_ calendar days after receipt of an order.

Bids that specify deliveries in excess of 60 calendar days after the receipt of an order will be considered non-responsive and bids will be rejected. The delivery time shall remain constant throughout the life of the contract.

<b>LOT 2, Shaving and Nail Supplies</b>				
Item	Description of Product	Unit Cost	Estimated Annual Use	Extended Cost
1.	Disposable Razor, <b>Double-Bladed. No substitution: must be double-bladed.</b> Product offered:	\$	1000 each	\$
2.	Shaving Gel, <b>Edge Sensitive Skin</b> , 7 oz size. <b>Brand-specific item; no substitution will be accepted.</b> Product offered:	\$	600 each	\$

3.	Toenail Clippers <b>with Nail File. No substitution: must include a nail file.</b> Product offered:	\$	500 each	\$
4.	Fingernail Clipper <b>with Nail File. No substitution: must include a nail file.</b> Product offered:	\$	500 each	\$
5.	Emery Board, 4.5" length, <b>must be abrasive on both sides. No substitution: must be abrasive on both sides.</b> Product offered:	\$	1000 each	\$
6.	<b>Total Cost for Lot 2 (Items 1-5)</b>			\$

**Guaranteed Delivery:** \_\_\_\_\_ calendar days after receipt of an order.

Bids that specify deliveries in excess of 60 calendar days after the receipt of an order will be considered non-responsive and bids will be rejected. The delivery time shall remain constant throughout the life of the contract.

**LOT 3, Hair Care Products**

Item	Description of Product	Unit Cost	Estimated Annual Use	Extended Cost
1.	Bobby Pins, <b>minimum 60 count per individual package. No substitution on count per individual package.</b> Product offered:	\$	500 packs	\$
2.	Comb, Detangling, plastic. Product offered:	\$	400 each	\$
3.	Brush, Conair, Professional Vented, single or multi-colored Product offered:	\$	400 each	\$
4.	Styling Gel, <b>minimum 32.2 oz</b> , maximum hold, unscented preferred. <b>No substitution on size.</b> Product offered:	\$	250 each	\$

5.	Boar Brush, Natural Boar Bristles, wood handle preferred. Product offered:	\$	400 each	\$
6.	<b>Total Cost for Lot 3 (Items 1-5)</b>			\$

**Guaranteed Delivery:** \_\_\_\_\_ calendar days after receipt of an order.

Bids that specify deliveries in excess of 60 calendar days after the receipt of an order will be considered non-responsive and bids will be rejected. The delivery time shall remain constant throughout the life of the contract.

**LOT 4, Personal Use Items**

Item	Description of Product	Unit Cost	Estimated Annual Use	Extended Cost
1.	Shine brush for boots, horsehair. Product offered:	\$	600 each	\$
2.	Boot Polish, solid, Black, Can, <b>minimum can size 1 1/8 oz (32g). No substitution on size.</b> Product offered:	\$	800 cans	\$
3.	Travel / Pocket Tissue, 2 ply, white, approximately 15 tissues per pack Product offered:	\$	600 packs	\$
4.	Shoe Laces, 54" long, Flat, pair, White Product offered:	\$	100 pair	\$
5.	Boot Laces, 72" long, Round, pair, Black Product offered:	\$	100 pair	\$
6.	Boot Laces, 54" long, Flat, pair, Black Product offered:	\$	100 pair	\$
7.	Boot Laces, 45" long, Flat, pair, Black Product offered:	\$	100 pair	\$
8.	Blousing Straps, Black, pair Product offered:	\$	800 pair	\$

9.	Total Cost for Lot 4 (Items 1-8)	\$
<p><b>Guaranteed Delivery:</b> _____ calendar days after receipt of an order.</p> <p>Bids that specify deliveries in excess of 60 calendar days after the receipt of an order will be considered non-responsive and bids will be rejected. The delivery time shall remain constant throughout the life of the contract.</p>		

**CONFLICT OF INTEREST STATEMENT**

Per Section 3.01, Bid Forms, paragraph titled Conflict of Interest, I certify that my company, or individual(s) employed by my company, that may be working on a contract resulting from this ITB DO **or** DO NOT (circle one) have a possible conflict of interest. If my company, or individual(s) employed by my company DO have a possible conflict of interest, the nature of that conflict is: (include additional page(s) if necessary)

\_\_\_\_\_

**BIDDER INFORMATION**

Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

Email address: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE**

Authorized Representative's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

END OF ATTACHMENT 1

ATTACHMENT 2

**MASTER AGREEMENT FORM**  
 Goods and Non-Professional Services

The parties' contract comprises this Master Agreement (MA) Form, as well as its referenced Articles and their associated Appendices.

1. Agency MA # ■	2. MA Title ■	3. Agency Fund Code ■	4. Agency Appropriation Code ■
5. Vendor Number ■	6. IRIS GAE Number (if used) ■	7. Alaska Business License Number ■	
<b>This contract is between the State of Alaska,</b>			
8. Department of ■	Division ■	hereafter the State, and	
9. Contractor ■		hereafter the Contractor	
Mailing Address ■	Street or P.O. Box ■	City ■	State ZIP+4 ■ ■

10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.	
<b>ARTICLE 2. Performance of Contract:</b> 2.1 Appendix A (General Conditions), Items 1 through 19, govern contract performance. 2.2 Appendix B sets forth the indemnification and insurance provisions of this contract. 2.3 Appendix C sets forth the scope of work/services to be performed by the Contractor.	
<b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.	
<b>ARTICLE 4. Considerations:</b> 4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$_____ 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:	
11. Department of ■	Attention: Division of ■
Mailing Address ■	Attention: ■

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm ■	Department/Division ■
Signature of Authorized Representative ■	Signature of Procurement Officer ■
Typed or Printed Name of Authorized Representative ■	Typed or Printed Name of Procurement Officer ■
Date ■	Date ■

NOTICE! This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

SCF.DOC (Rev. 2/24)

END ATTACHMENT 2

**ATTACHMENT 3**

**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 reasonably 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:**

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 thirty (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.

**END OF ATTACHMENT 3**



### Instructions for Certification

1. By signing and submitting this Proposal, 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 Proposal 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," "Proposal," 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 Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal 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 Proposal 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 it 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.

**END OF ATTACHMENT 4**

**ATTACHMENT 5**  
**ALASKA BIDDER PREFERENCE CERTIFICATION**  
[AS 36.30.321\(A\)](#) / [AS 36.30.990\(2\)](#)

SECTION 7. **BUSINESS NAME:** \_\_\_\_\_.

<b>Alaska Bidder Preference:</b> Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Veteran Preference:</b> Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
<b>1.</b>	<b>2.</b>
<b>3.</b>	<b>4.</b>
<b>5.</b>	<b>6.</b>

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

**If the procuring agency is unable to verify a response, the preference may not be applied.** Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

**Alaska Bidder Preference Questions:**

- 1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?  
 YES  NO  
 If **YES**, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)
- 2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?  
 YES  NO
- 3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?  
 YES  NO  
 If **YES**, please complete the following information:

A. **Place of Business**

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_  
ZIP: \_\_\_\_\_

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

YES       NO

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [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\(a\)\(1\)](#)?

YES       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\(a\)\(2\)](#)?

YES       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\(a\)\(3\)](#)?

YES       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\(a\)\(4\)](#)?

YES       NO

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (CHOOSE ONE):

A. **Incorporated** or **qualified to do business under the laws of the state**?

YES       NO

If YES, enter your current **Alaska corporate entity number**: \_\_\_\_\_

B. A **sole proprietorship** AND the proprietor is a resident of the state?

YES       NO

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

YES       NO

Please identify each member by name: \_\_\_\_\_

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

YES       NO

Please identify each partner by name: \_\_\_\_\_.

**Alaska Veteran Preference Questions:**

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?  
 YES       NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?  
 YES       NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?  
 YES       NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?  
 YES       NO

Per [AS 36.30.321\(F\)\(3\)](#) “Alaska veteran” is defined as an individual who:

- (A) Served in the
  - (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
  - (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and
- (B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

YES       NO

**SIGNATURE**

By signature below, I certify under penalty of law that I am an authorized representative of \_\_\_\_\_ and all information on this form is true and correct to the best of my knowledge.

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**END OF ATTACHMENT 5**

**ATTACHMENT 6**

**MANDATORY ANTI-TERRORISM TRAINING**

In accordance with Department of Defense (DOD) Instruction 2000.16, all contract personnel working on site in the performance of a contract at a military site must obtain an Annual Antiterrorism Training Certificate before receiving a contract in the performance of the work.

Each individual working on site is required to complete Level I AT Awareness Training which is free and available online at <https://jko.jten.mil/courses/AT-level1/launch.html>. This is a two-hour course with a multiple-choice exam. Successful completion of the exam results in a written certificate that is that is good for one year from date of completion and may be used on any Department of Military and Veteran’s Affairs contract.

The contractor shall be responsible for providing the project manager with a copy of each individual’s Certificates of Training Completion, which will be maintained the contract file.

Contractors are encouraged to obtain the Level I Antiterrorism Awareness Training annually and to maintain certificates of each individual to expedite the contract award process.

Certificate(s) of Antiterrorism Training are not required when submitting a proposal. Contractor tendering a proposal must acknowledge below that if awarded a contract, each individual working on site will have a Certificate of Completion submitted to the project manager.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**END OF ATTACHMENT 6**

ATTACHMENT 7  
BIDDER'S CHECKLIST

THE FOLLOWING DOCUMENTS ARE REQUIRED TO BE PROVIDED BY THE BIDDER WITH THEIR BID. THIS LIST MAY NOT AN ALL-INCLUSIVE LIST. IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE ALL MANDATORY RETURN DOCUMENTS ARE SUMMITTED AS REQUIRED BY THIS ITB AND ANY ISSUED AMENDMENTS. REQUIRED DOCUMENTS MUST BE SUBMITTED BY THE CLOSE DATE AND TIME OF THIS ITB.

- \_\_\_\_\_ 1. Completed Cover Page (page 1) of this ITB
- \_\_\_\_\_ 2. Completed Bid Schedule(s) for the Lot(s) you are bidding (Attachment 1)
- \_\_\_\_\_ 3. Completed Federal Debarment Certification Form (Attachment 4)
- \_\_\_\_\_ 4. Completed Alaska Bidder Preference Certification, if applicable (Attachment 5)
- \_\_\_\_\_ 5. Completed Mandatory Antiterrorism Training Acknowledgement (Attachment 6)
- \_\_\_\_\_ 6. Completed Mandatory Return Amendments, if any are issued for this ITB.

*Failure to complete and submit any required documentation with your bid will result in your bid being considered non-responsive and your bid rejected.*

END OF ATTACHMENT 7