

# STATE OF ALASKA INVITATION TO BID (ITB)



## SNOW PLOWING FOR APHL

ITB 2026-1600-0161

ISSUED 26 NOVEMBER 2025

SEASONAL SNOW REMOVAL FOR THE ANCHORAGE PUBLIC HEALTH LABORATORY

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ISSUED BY:

DEPARTMENT OF HEALTH  
DIVISION OF PUBLIC HEALTH

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BIDDERS ARE NOT REQUIRED TO RETURN THIS FORM.

**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 IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

## TABLE OF CONTENTS

<b>SECTION 1. INTRODUCTION &amp; INSTRUCTIONS .....</b>	<b>4</b>
SEC. 1.01 PURPOSE OF THE ITB.....	4
SEC. 1.02 BUDGET.....	4
SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS .....	4
SEC. 1.04 MANDATORY REQUIREMENTS.....	4
SEC. 1.05 REQUIRED REVIEW .....	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS .....	4
SEC. 1.07 SITE INSPECTION .....	5
SEC. 1.08 BID RETURN INSTRUCTIONS.....	5
SEC. 1.09 BID SUBMITTAL FORMS .....	5
SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY.....	6
SEC. 1.11 AMENDMENTS TO BIDS .....	6
SEC. 1.12 AMENDMENTS TO THE ITB .....	6
SEC. 1.13 ITB SCHEDULE .....	6
SEC. 1.14 ALTERNATE BIDS .....	6
SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER .....	6
SEC. 1.16 SUPPORTING INFORMATION.....	7
<b>SECTION 2. CONTRACT TERMS AND CONDITIONS.....</b>	<b>8</b>
SEC. 2.01 SCOPE OF WORK AND SPECIFICATIONS.....	8
SEC. 2.02 CONTRACT TERM .....	8
SEC. 2.03 CONTRACT TYPE .....	9
SEC. 2.04 CONTRACT ADMINISTRATION .....	9
SEC. 2.05 CONTRACT PERFORMANCE LOCATION .....	9
SEC. 2.06 CONTRACT PAYMENT.....	9
SEC. 2.07 BILLING INSTRUCTIONS.....	9
SEC. 2.08 ELECTRONIC PAYMENTS .....	10
SEC. 2.09 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS .....	10
SEC. 2.10 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED.....	10
SEC. 2.11 SUBCONTRACTORS .....	10
SEC. 2.12 JOINT VENTURES.....	11
SEC. 2.13 RIGHT TO INSPECT PLACE OF BUSINESS .....	11
SEC. 2.14 SHIPPING DAMAGE.....	11
SEC. 2.15 INSPECTION BEFORE AWARD .....	11
SEC. 2.16 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....	11
SEC. 2.17 WARRANTY.....	12
SEC. 2.18 CONTINUING OBLIGATION OF CONTRACTOR .....	12
SEC. 2.19 ESTIMATED QUANTITIES .....	12
SEC. 2.20 NONDISCLOSURE AND CONFIDENTIALITY.....	12
SEC. 2.21 INDEMNIFICATION .....	13
SEC. 2.22 INSURANCE .....	14
<b>SECTION 3. EVALUATION AND CONTRACTOR SELECTION.....</b>	<b>15</b>
SEC. 3.01 EVALUATION OF BIDS.....	15
SEC. 3.02 APPLICATION OF PREFERENCES .....	15
SEC. 3.03 ALASKA BIDDER PREFERENCE .....	15
SEC. 3.04 ALASKA VETERAN PREFERENCE.....	16
SEC. 3.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE .....	16
SEC. 3.06 USE OF LOCAL FOREST PRODUCTS .....	17
SEC. 3.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE.....	17
SEC. 3.08 ALASKA PRODUCT PREFERENCE .....	17
SEC. 3.09 EMPLOYMENT PROGRAM PREFERENCE .....	18
SEC. 3.10 ALASKANS WITH DISABILITIES PREFERENCE .....	18
SEC. 3.11 PREFERENCE QUALIFICATION LETTER .....	19
SEC. 3.12 EXTENSION OF PRICES .....	19
SEC. 3.13 METHOD OF AWARD.....	19
SEC. 3.14 CONTRACTOR SELECTION PROCESS .....	19
SEC. 3.15 NOTICE OF INTENT TO AWARD .....	19
<b>SECTION 4. GENERAL PROCESS AND LEGAL INFORMATION.....</b>	<b>20</b>
SEC. 4.01 INFORMAL DEBRIEFING .....	20
SEC. 4.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES .....	20
SEC. 4.03 BUSINESS ASSOCIATE AGREEMENT (BAA) .....	21
SEC. 4.04 COMPLIANCE .....	21

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SEC. 4.05	CONTRACTOR SITE INSPECTION .....	21
SEC. 4.06	ORDER DOCUMENTS.....	21
SEC. 4.07	HUMAN TRAFFICKING .....	21
SEC. 4.08	RIGHT OF REJECTION .....	21
SEC. 4.09	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	22
SEC. 4.10	DISCLOSURE OF BID CONTENTS .....	22
SEC. 4.11	ASSIGNMENTS.....	22
SEC. 4.12	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM) .....	23
SEC. 4.13	DEFAULT.....	23
SEC. 4.14	SEVERABILITY .....	23
SEC. 4.15	CONTRACT CANCELLATION.....	23
SEC. 4.16	GOVERNING LAW; FORUM SELECTION .....	23
SEC. 4.17	QUALIFIED BIDDERS .....	23
SEC. 4.18	FEDERALLY IMPOSED TARIFFS .....	24
SEC. 4.19	PROTEST .....	24
<b>SECTION 5. ATTACHMENTS.....</b>		<b>26</b>
SEC. 5.01	ATTACHMENTS.....	26

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

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

The Department of Health, Division of Public Health, is soliciting quotes from qualified offerors to provide snow plowing, snow removal and sanding services at the State of Alaska Public Health Laboratory (APHL), located in Anchorage, Alaska.

### **SEC. 1.02 BUDGET**

The Department of Health, Division of Public Health estimates a budget of between \$40,000.00 and \$60,000.00 per year for this contract. While proposals in excess of this budget will not be considered non-responsive, offerors are expected to be competitive and take the budget into consideration when developing their cost proposals

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

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

Bids must be received no later than **2:30 p.m.** Alaska Time on **17 DECEMBER 2025**, at which time they will be opened and tabulated. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

### **SEC. 1.04 MANDATORY REQUIREMENTS**

To be considered responsive for this ITB, a bidder must meet the mandatory minimum requirements that are provided in the mandatory requirements section of ITB 2026-1600-0161 – Submittal Forms. Failure to meet all these requirements will result in immediate disqualification.

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

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

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

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

## **SEC. 1.07 SITE INSPECTION**

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

Any questions potential bidders have must be directed to the procurement officer as required in Section 1.06.

Attachment 1, Work Area Photo, shows the expected clearing area at the APHL, located at 5455 Dr. Martin Luther King Jr Ave, Anchorage, AK 99507.

## **SEC. 1.08 BID RETURN INSTRUCTIONS**

Bidders must submit their bids via email. The bid must contain the ITB number in the subject line. The maximum size of a single email (including all text and attachments) that can be received by the state is 25mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 25 mbs.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bids. It is the bidder's responsibility to contact the above email address to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## **SEC. 1.09 BID SUBMITTAL FORMS**

Bidders shall use the ITB 2026-1600-0161 Submittal Forms (Attachment 2) and any other forms identified in this ITB for submitting bids. The form must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

By signature on the form, the bidder also certifies they comply with the items listed in the Certifications section of the form. If the bidder fails to comply with these items, the state reserves the right to disregard the bid, consider the contractor in default, or terminate the contract.

The form also requests the following information:

- a) The complete name and address of bidder's company along with the bidder's Tax ID.
- b) Information on the person the state should contact regarding the bid.
- c) Amendment acknowledgement.
- d) Conflict of interest statement.
- e) Alaska preference qualifications.

A bidder's failure to provide this information may cause the bid to be considered non-responsive and rejected.

### **SEC. 1.10 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. 1.11 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. 1.12 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. 1.13 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 Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released	12:00 p.m.	11/26/2025
Deadline for Receipt of Bids / Bid Due Date	2:30 p.m.	12/17/2025
Bid Evaluations Complete	5:00 p.m.	12/18/2025
Notice of Intent to Award	8:00 a.m.	12/19/2025
Contract Issued	12:00 p.m.	1/5/2026

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Health 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. 1.14 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 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.

### **SEC. 1.16 SUPPORTING INFORMATION**

Provided a bid (Attachment 3) meets the requirements for a definite, firm, unqualified and unconditional offer, the state reserves the right to request supplemental information or product samples from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

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

## SECTION 2. CONTRACT TERMS AND CONDITIONS

### SEC. 2.01 SCOPE OF WORK AND SPECIFICATIONS

1. Snowplowing for the Laboratory and Examiner consists of all sidewalks, parking and driveway areas for the buildings.
  - a. Snow removal will be on a "call out" basis.
  - b. Parking lot and driveway sanding will be on "call out" basis.
2. Snowplowing begins when a total of 2" of snow has fallen. During continuous snowstorms, snowplowing will begin after 4" - 6" accumulation. New snow must be plowed within a two hour period after the snowfall has ceased.
3. Contractor to apply ice melting compound on sidewalks and entrance areas on an "as needed" basis for employees and public safety. Ice melting compound must be environmentally safe and shall not be harmful to grass, sidewalk material, or interior carpet. Specifications of ice melting compound to be provided with the bid. Sand preferred - no coarse gravel. No salt shall be used.
4. Services are to be completed during evening hours, seven (7) days a week. All work is to be completed before 8:00 A.M. The facility's work hours are between 8:00 A.M. and 5:00 P.M. Pile snow "as needed" to keep parking lot and driveways clear of snow build up.
5. Contractor shall provide all equipment required to complete the snow services such as: snow plows, snow shovels, ice chipper, snow blower and ice melting compound/sand to maintain safe sidewalks for employees and public traffic.
6. The contractor shall be responsible for any damage to State facility, utilities or private property resulting from this work.
7. Any requested changes to snow services contract are to be approved by the Laboratory Administrative Manager or a designated representative. Laboratory Administrative Manager will forward request(s) to the Procurement Officer listed in this RFQ for possible contract Change Order.
8. Post-season removal of applied sand on parking and pedestrian areas approximately May of each contract year.

### SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately **1/5/2026**, through **1/4/2027**, with the option to renew for **Two (2)** 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.

Any extension of the contract beyond the exercised renewal options will be upon mutual agreement between the state and the contractor and effected with a contract amendment processed by the procurement officer and signed by both parties. All other terms and conditions of the contract, including those previously amended, shall remain in full force and effect. Unless otherwise agreed to by both parties, the procurement officer will provide written notice to the contractor of the intent to cancel an extension at least 30 days before the desired date of cancellation.

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

This contract is a **FIXED-PRICE** contract.

### **SEC. 2.04 CONTRACT ADMINISTRATION**

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

### **SEC. 2.05 CONTRACT PERFORMANCE LOCATION**

The location(s) the work is to be performed, completed, and managed is at 5455 Dr. Martin Luther King Jr Ave Anchorage, AK 99507.

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 submit a request, set out in a separate document in their bid, that provides a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason that is necessary.

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

### **SEC. 2.06 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner of the Department of Health, the procurement officer, or the Commissioner's designee. 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.

For agreements over \$500,000, under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. Payment for agreements under \$500,000 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. 2.07 BILLING INSTRUCTIONS**

The Contractor will submit monthly invoices detailing services performed in accordance with **Sec. 2.01**

The invoice must:

- reference the Contractor's name, address and phone number
- reference the contract number:
- include an invoice number
- reference the Alaska DOH, Division of Public Health
- itemize the contractual services provided during the period invoiced as described in Appendix C

The Contractor shall submit invoices to the address specified below no later than 30 days after the end the period for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Invoices must be sent to the ordering agency's email address shown on the awarded contract. 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. 2.08 ELECTRONIC PAYMENTS**

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

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

## **SEC. 2.09 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. 2.10 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 may be used to perform work under this contract. If a bidder intends to use subcontractors, the bidder must complete the Subcontractors section of ITB 2026-1600-0161. Bidder Information and Certifications form identified in Section 1.09 of this ITB.

A bidder's failure to provide this information with their bid may cause the state to consider their bid non-responsive and reject it.

Subcontractor experience **SHALL NOT** be considered in determining whether the offeror meets the requirements set forth in the mandatory requirements section of ITB 2026-1600-161 – Submittal Forms. **Bidders must be specific in this section as to which subcontractor(s) defined in the subsequent subcontractors section of the Submittal Forms they are citing to meet the specific requirement listed in the mandatory requirements section.**

## **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 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. 2.15 INSPECTION BEFORE AWARD**

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

## **SEC. 2.16 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 are subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Failure to provide any of the services described herein will cause the Procurement Officer to issue a written warning to the Contractor. A copy of the warning will be sent to the Division. If the deficiency is not corrected within 12 hours of notification it will constitute a warning.

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. 2.17 WARRANTY**

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

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

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

## **SEC. 2.18 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. 2.19 ESTIMATED QUANTITIES**

The estimated annual use quantities referenced in this contract are only estimates and may vary from the quantities actually purchased. The state does not guarantee any minimum or maximum purchase. Orders may be issued throughout the contract

## **SEC. 2.20 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 Health Insurance Portability and Accountability Act (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. 2.21 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. 2.22 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.

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

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

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

## SECTION 3. EVALUATION AND CONTRACTOR SELECTION

### SEC. 3.01 EVALUATION OF BIDS

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

### SEC. 3.02 APPLICATION OF PREFERENCES

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

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

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

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

### SEC. 3.03 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. 3.04 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. 3.05 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. 3.06 USE OF LOCAL FOREST PRODUCTS**

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

#### **SEC. 3.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE**

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

#### **SEC. 3.08 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. 3.09 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. 3.10 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. 3.11 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. 3.12 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. 3.13 METHOD OF AWARD**

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

### **SEC. 3.14 CONTRACTOR SELECTION PROCESS**

Once the contracts are established this selection process will be used. When the state needs to order the product or service, the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For example, if there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

(Note: if using this option, you can include a method of contractor selection comparable to the next section)

### **SEC. 3.15 NOTICE OF INTENT TO AWARD**

After the responses to this ITB have been opened and evaluated, the procurement officer will issue a written Notice of Intent to Award and send copies of the notice to all bidders who submitted bids. The notice will list the names of all the bidders and identify the bidder(s) selected for award.

## SECTION 4. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 4.01 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. 4.02 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. 4.03 BUSINESS ASSOCIATE AGREEMENT (BAA)**

The State has a standard BAA that is included in contracts that involve Personal Health Information (PHI) covered under the Health Insurance Portability and Accountability (HIPAA) Act. This BAA will be included in the fully executed contract and is attached along with this ITB as HIPAA BAA. Any request to change language in this document must be set out in the bidder's bid in a separate document.

#### **SEC. 4.04 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. 4.05 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. 4.06 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, a State of Alaska purchase order or contract are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

#### **SEC. 4.07 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. 4.08 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. 4.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

#### **SEC. 4.10 DISCLOSURE OF BID CONTENTS**

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

#### **SEC. 4.11 ASSIGNMENTS**

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

### **SEC. 4.12 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

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

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

### **SEC. 4.13 DEFAULT**

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

### **SEC. 4.14 SEVERABILITY**

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

### **SEC. 4.15 CONTRACT CANCELLATION**

The state reserves the right to cancel the contract at its convenience upon **60** calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

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. 4.16 GOVERNING LAW; FORUM SELECTION**

A contract resulting from this ITB is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

### **SEC. 4.17 QUALIFIED BIDDERS**

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

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

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

#### **SEC. 4.18 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. 4.19 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.

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

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

## **SECTION 5. ATTACHMENTS**

### **SEC. 5.01 ATTACHMENTS**

**Attachments:**

- 1) Work Area Photo
- 2) Submittal Forms
- 3) Bid Schedule
- 4) BAA