

# STATE OF ALASKA INVITATION TO BID (ITB)



## CLEANING CHEMICALS

ITB 2026-2000-0205

ISSUED JANUARY 30, 2026

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

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

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

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

DEPARTMENT OF CORRECTIONS DIVISION OF ADMINISTRATIVE SERVICES	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
CHASE SCHNEIDER PHONE: (907) 465-8109	PRINTED NAME
EMAIL: <a href="mailto:chase.schneider@alaska.gov">chase.schneider@alaska.gov</a>	DATE

# TABLE OF CONTENTS

<b>SECTION 1. INTRODUCTION &amp; INSTRUCTIONS.....</b>	<b>4</b>
SEC. 1.01 PURPOSE OF THE ITB .....	4
SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS .....	4
SEC. 1.03 PRIOR EXPERIENCE .....	4
SEC. 1.04 REQUIRED REVIEW .....	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS .....	4
SEC. 1.06 RETURN INSTRUCTIONS .....	5
SEC. 1.07 ASSISTANCE TO BIDDERS WITH A DISABILITY .....	5
SEC. 1.08 AMENDMENTS TO BIDS .....	5
SEC. 1.09 AMENDMENTS TO THE ITB .....	5
SEC. 1.10 ITB SCHEDULE .....	6
SEC. 1.11 ALTERNATE BIDS.....	6
SEC. 1.12 SUPPORTING INFORMATION .....	6
SEC. 1.13 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER.....	6
<b>SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION.....</b>	<b>7</b>
SEC. 2.01 CONTRACT TERM.....	7
SEC. 2.02 CONTRACT ADMINISTRATION .....	7
SEC. 2.03 CONTRACT FUNDING .....	7
SEC. 2.04 CONTRACT EXTENSION .....	7
SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS .....	7
SEC. 2.06 SUBCONTRACTORS.....	7
SEC. 2.07 JOINT VENTURES.....	7
SEC. 2.08 CONTRACT PERFORMANCE LOCATION.....	7
SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS.....	9
SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS .....	9
SEC. 2.11 SERVICE SPECIFICATIONS .....	10
SEC. 2.12 F.O.B. POINT .....	16
SEC. 2.13 INVENTORY .....	16
SEC. 2.14 SHIPPING DAMAGE.....	16
SEC. 2.15 DELIVERY TIME .....	16
SEC. 2.16 DELIVERY CONFIRMATION & ARRANGEMENTS .....	16
SEC. 2.17 INSPECTION & MODIFICATION REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....	17
SEC. 2.18 CONTINUING OBLIGATION OF CONTRACTOR .....	17
SEC. 2.19 ESTIMATED QUANTITIES .....	17
SEC. 2.20 CONTRACT PRICE ADJUSTMENTS.....	17
SEC. 2.21 INFORMAL DEBRIEFING .....	18
SEC. 2.22 INDEMNIFICATION.....	18
SEC. 2.23 ADDITIONS AND DELETIONS OF INDIVIDUAL LINE ITEMS TO THE CONTRACT .....	18
SEC. 2.24 USAGE REPORTS .....	18
SEC. 2.25 INSURANCE .....	18
SEC. 2.26 SERVICE CONTRACT DEFICIENCIES.....	19
SEC. 2.27 MANDATORY REPORTING .....	19
SEC. 2.28 NONDISCLOSURE AND CONFIDENTIALITY .....	19
SEC. 2.29 SECURITY & PERSONNEL CHECK .....	20
<b>SECTION 3. CONTRACT INVOICING AND PAYMENTS .....</b>	<b>25</b>
SEC. 3.01 BILLING INSTRUCTIONS .....	25
SEC. 3.02 PAYMENT FOR STATE PURCHASES .....	25
SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES .....	25
SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED .....	25
<b>SECTION 4. EVALUATION AND CONTRACTOR SELECTION .....</b>	<b>26</b>
SEC. 4.01 EVALUATION OF BIDS .....	26
SEC. 4.02 APPLICATION OF PREFERENCES .....	26
SEC. 4.03 ALASKA BIDDER PREFERENCE.....	27
SEC. 4.04 ALASKA VETERAN PREFERENCE.....	27
SEC. 4.05 USE OF LOCAL FOREST PRODUCTS .....	27
SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE.....	27
SEC. 4.07 ALASKA PRODUCT PREFERENCE.....	28
SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE.....	28
SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE .....	29
SEC. 4.10 PREFERENCE QUALIFICATION LETTER .....	29
SEC. 4.11 BRAND AND PACK SIZE OFFERED .....	29
SEC. 4.12 EXTENSION OF PRICES .....	29
SEC. 4.13 METHOD OF AWARD .....	29
SEC. 4.14 NOTICE OF INTENT TO AWARD.....	29
<b>SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION .....</b>	<b>30</b>

---

SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES .....	30
SEC. 5.02	TERMINATION .....	30
SEC. 5.03	AUTHORITY .....	30
SEC. 5.04	COMPLIANCE .....	30
SEC. 5.05	SUITABLE MATERIALS, ETC. ....	31
SEC. 5.06	SPECIFICATIONS .....	31
SEC. 5.07	ORDER DOCUMENTS .....	31
SEC. 5.08	HUMAN TRAFFICKING .....	31
SEC. 5.09	RIGHT OF REJECTION .....	31
SEC. 5.10	STATE NOT RESPONSIBLE FOR PREPARATION COSTS .....	32
SEC. 5.11	DISCLOSURE OF BID CONTENTS .....	32
SEC. 5.12	ASSIGNMENTS .....	32
SEC. 5.13	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM) .....	32
SEC. 5.14	DEFAULT .....	32
SEC. 5.15	DISPUTES .....	32
SEC. 5.16	SEVERABILITY .....	33
SEC. 5.17	CONTRACT CANCELLATION .....	33
SEC. 5.18	GOVERNING LAW; FORUM SELECTION .....	33
SEC. 5.19	QUALIFIED BIDDERS .....	33
SEC. 5.20	FEDERALLY IMPOSED TARIFFS .....	33
SEC. 5.21	PROTEST .....	34
<b>SECTION 6. ATTACHMENTS .....</b>	<b>35</b>	
SEC. 6.01	BID SCHEDULE .....	35
SEC. 6.02	ALASKA BIDDER PREFERENCE CERTIFICATION .....	37
SEC. 6.03	CONFLICT OF INTEREST .....	41

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

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

The Department of Corrections, Division of Institutions, is soliciting bids for the supply of laundry, warewashing, and janitorial chemical products at multiple correctional facilities on an as-need basis. This Invitation to Bid (ITB) aims to establish a mandatory-use contract.

### **SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS**

Bids must be received no later than 2:00 PM Alaska Time on February 20, 2026, 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. 1.03 PRIOR EXPERIENCE**

Bidders must have at least five years supplying institutional-scale laundry, warewashing, and janitorial chemical products to large facilities (including correctional, healthcare, or government institutions).

Bidders must provide a statement with their bid to show they meet the minimum requirement of 5 years in business; this can be provided with a copy of a business license showing dates in business or statement in writing signed by an executive officer of the company verifying the 5-year requirement. A bidder's failure to meet these minimum prior experience requirements may cause their bid to be considered non-responsive and rejected.

### **SEC. 1.04 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. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS**

The deadline to submit questions regarding this ITB is 4:30 P.M. (AST) on February 9, 2026. 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. 1.06 RETURN INSTRUCTIONS**

Bidders must submit one hard copy of their entire bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

Department of Corrections  
Division of Administrative Services  
Attention: Chase Schneider  
Invitation to Bid (ITB) Number: 2026-2000-0205  
ITB Title: Cleaning Chemicals  
Juneau, Alaska, 99811

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

PO Box 112000  
Juneau, AK 99811

If using delivery service, please use the following address:

802 3<sup>rd</sup> Street, Suite 220  
Douglas, AK 99824

If submitting your bid via email, the entire bid may be emailed to Chase Schneider, email: [doc.procurement@alaska.gov](mailto:doc.procurement@alaska.gov), phone: 907-465-8109 and must contain the ITB number in the subject line of the email. Email bids must be under 20MB. Larger bids must be split into multiple emails, each under 20MB. The subject line must include the ITB number.

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 907-465-8109 to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

**SEC. 1.07 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. 1.08 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. 1.09 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. 1.10 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		1/30/2026
Question Deadline	4:30 PM	2/9/2026
<b>Deadline for Receipt of Bids / Bid Due Date</b>	<b>2:00PM</b>	<b>2/20/2026</b>
Bid Evaluations Complete		2/25/2026
Notice of Intent to Award		2/27/2026
Contract Issued		3/9/2026

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 Corrections, 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. 1.11 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. 1.12 SUPPORTING INFORMATION

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

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

## SEC. 1.13 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 CONTRACT TERM**

The length of the contract will be from the date of award, approximately April 1, 2026, through March 31, 2027, with the option to renew for three (3) additional one-year terms through March 31, 2030, under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

### **SEC. 2.02 CONTRACT ADMINISTRATION**

The administration of this contract is the responsibility of the procurement officer, Chase Schneider, [chase.schneider@alaska.gov](mailto:chase.schneider@alaska.gov), or the person appointed by the Department of Corrections, Division of Administrative Services.

### **SEC. 2.03 CONTRACT FUNDING**

This contract/agreement is dependent on legislative appropriation of funding and programmatic needs.

### **SEC. 2.04 CONTRACT EXTENSION**

Unless otherwise stated in this ITB, the state and the awarded contractor agree that: (1) any contract extension, excluding exercised renewal options, will be on a month-to-month basis, with all original terms and conditions remaining in effect, and (2) the procurement officer will provide the contractor with written notice at least 30 days in advance if the month-to-month extension is to be canceled. Any month-to-month extension must be formally executed through a written contract amendment by the procurement officer.

### **SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

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

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

### **SEC. 2.06 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 2.07 JOINT VENTURES**

Joint ventures will not be allowed.

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

The location(s) of participating facilities are as shown below. These are secure facilities. The successful contractor will be provided with a list of contacts and delivery location information to coordinate delivery.

## PARTICIPATING FACILITIES

Anchorage Correctional Complex (East)  
1400 E. 4<sup>th</sup> Ave.  
Anchorage, Alaska 99501

Lemon Creek Correctional Center  
2000 Lemon Creek Road  
Juneau, Alaska 99801

Anchorage Correctional Complex (West)  
1300 E. 4<sup>th</sup> Ave.  
Anchorage, Alaska 99501

Matsu Pretrial Facility  
339 East Dogwood  
Palmer, Alaska 99645

Anvil Mountain Correctional Center  
1810 Center Creek Road  
Nome, Alaska 99762

Palmer Correctional Center  
Mile 58 Glenn Hwy  
Palmer, Alaska 99645

Fairbanks Correctional Center  
1931 Eagan Street  
Fairbanks, Alaska 99701

Point Mackenzie Correctional Farm  
13690 Guernsey Road  
Wasilla, Alaska 99687

Goose Creek Correctional Center  
22301 West Alsop Road  
Wasilla, Alaska 99623

Spring Creek Correctional Center  
3600 Bette Cato  
Seward, Alaska 99664

Hiland Mountain Correctional Center  
9101 Hesterberg Road  
Eagle River, Alaska 99577

Wildwood Correctional Center  
10 Chugach Ave.  
Kenai, Alaska 99611

Ketchikan Correctional Center  
1201 Schoenbar Road  
Ketchikan, Alaska 99901

Yukon-Kuskokwim Correctional Center  
1000 Chief Eddie Hoffman Hwy  
Bethel, Alaska 99559

By signing their bid, the bidder certifies that all services under this contract, including those performed by subcontractors, will be conducted within the United States.

If the bidder is unable to certify this, they must submit a written request for a waiver to the procurement officer at least 10 days before the bid submission deadline.

The request must provide a detailed explanation of the work to be performed outside the United States, including the location, the entity responsible, and the justification for the waiver.

Failure to meet these requirements may result in the state rejecting the bid as non-responsive or canceling the contract.

## **SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS**

The state reserves the right to inspect relevant areas of the contractor's business premises at reasonable times to ensure contract compliance. The contractor must provide reasonable assistance during such inspections.

## **SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS**

The department seeks to establish a mandatory-use contract for warewashing (mechanical and manual), laundry, and janitorial chemical compounds at various correctional facilities statewide on an as-needed basis. This solicitation also includes the furnishing, installation, and maintenance of dispensing equipment.

This ITB primarily outlines the general type and performance criteria for the required products. The specific composition, dispensing, and dilution ratios will follow the manufacturer's recommendations. The awarded contractor will be responsible for adjusting products and dispensing ratios throughout the contract term to ensure a physically clean and sanitary result. The department's goal is to allow the contractor to implement a customized cleaning program at each facility that achieves the best outcome at the lowest possible cost.

### **Product Specifications**

The item descriptions and specifications in the Bid Schedule represent the type and quality required by the Department of Corrections. Minor deviations will be evaluated during the bid review process and may be accepted or rejected at the department's discretion. Bidders are encouraged to propose similar alternatives, but the department will make the final selection.

### **Dispensing Equipment**

All dispensers and related equipment must be delivered, installed, and, if necessary, removed at no additional cost to the state. Each facility, including any future additions to the contract, may require the contractor to install additional equipment based on operational needs or increased volume.

The contractor will retain ownership of the dispensing units. Maintenance manuals and parts books may be provided at the time of delivery, but maintenance will be the contractor's responsibility. No additional costs will be incurred for parts books or manuals (if provided).

Delivery and installation arrangements must be made within ten (10) days of receiving a Delivery Order unless a facility requests a delay. The contractor must coordinate with the designated agency contact at each facility. If existing equipment at a facility belongs to a previous contractor, the awarded contractor must work with the facility and the prior vendor to ensure uninterrupted service during the transition.

Dispensers for laundry and warewashing must automatically adjust detergent and chemical concentrations based on the wash cycle. These dispensers should also log data, including selected cycles, chemical amounts dispensed per load, and total loads or racks washed. For janitorial chemicals, dispensers must deliver predetermined amounts based on container size and track dispensing frequency and quantities.

### **Product Dispensing & Adjustments**

Bidders must assess each facility's equipment, water temperature, and water conditions to determine the required product amounts for effective cleaning. If a facility is unsatisfied with the results after implementation, the contractor must adjust the products accordingly and arrange for the return and credit of any unused items. If product modifications are needed, the per-load pricing must remain consistent with the originally bid amount.

### **Laundry Wash Quality**

Laundry must be cleaned and sanitized without causing excessive linen damage. The chemicals used must not adversely affect fabric integrity. White linens must remain bright, and colors must be vivid.

**Misrepresentation & Compliance**

The department will evaluate product suitability and effectiveness in relation to the cost per load. If the Procurement Officer determines that the provided products were misrepresented or fail to meet specifications, the contractor may be required to substitute a more effective product at the same or lower cost. In cases of non-compliance, the contract may be subject to cancellation.

By signing this ITB, the bidder certifies that the product quantities specified accurately reflect the amount necessary to meet the requirements of this solicitation and the specific needs of each facility.

**SEC. 2.11 SERVICE SPECIFICATIONS****Service Personnel and Contact Information**

The successful bidder must provide a list of service personnel with the bid, including each person's address, area of coverage, and phone number. Additionally, the contractor must designate a key contact for addressing any contractual issues. The ability to provide adequate service across all correctional facilities will be considered when awarding the contract.

**Installation**

The contractor will retain ownership and control of all dispensing equipment throughout the contract. The State will use this equipment at no additional cost. The contractor is responsible for the delivery, installation, servicing, and removal of all dispensing equipment.

Upon installation, the contractor must ensure that all equipment is set up and fully operational. The contractor will connect the dispensing units to State-owned laundry, warewashing, and janitorial equipment. The State will be responsible for providing necessary electrical and water utilities to the equipment.

Throughout the contract, the contractor must provide current Material Safety Data Sheets (MSDS) for all chemical compounds and ensure that the MSDS is prominently displayed near relevant equipment.

**Preventative Maintenance**

The contractor will schedule service calls by trained technicians to each correctional facility. At least one preventative maintenance visit per quarter is required for each facility. Monthly visits are acceptable but not necessary, and remote facilities should not incur additional travel charges for more frequent visits.

The contractor must provide at least two (2) days' notice to facility staff before a scheduled service call unless the visits are routine. The service technician will provide a written report detailing the work performed and any recommendations which must be signed by a staff member. A copy of this report must be sent to the Department of Corrections Contracting Officer every three months. Failure to submit these reports may result in contract cancellation and ineligibility for future contracts.

Service calls will include inspections and adjustments to dispensing equipment, ensuring proper functioning, chemical concentrations, and temperatures. The technician will recommend alternatives if the current setup is not cost-effective or does not meet cleaning standards.

**Training**

During each service visit, the technician will train facility staff (and inmates, if requested) on the proper use of the equipment, emergency line and pump repairs, and materials usage to ensure optimal performance.

**Emergency Service**

Emergency service calls must be completed within 24 hours after notification.

**Service Schedule**

The successful bidder will supply experienced personnel to provide effective service at no additional cost. Service requirements include:

- At least one service call every 90 days to facilities in Anchorage, Eagle River, Palmer, Sutton, Kenai, Wasilla, and Seward. Facilities can request more frequent service (weekly, bimonthly, etc.) at no additional charge.
- Facilities in outlying areas (Nome, Bethel, and Ketchikan) will receive service every 120 days. The cost for these visits is included in the product price. For unscheduled service calls, the contractor may bill for actual airfare costs, with a copy of the ticket required for reimbursement. Only coach class airfare will be reimbursed.

**Service Reports**

All services must be performed thoroughly and according to industry standards. The contractor will be responsible for the quality of service, maintenance, and inspections. If service is performed incorrectly, the contractor must rework it at their own expense. Service will include maintenance, calibration, and completion of service reports, which must be delivered to the designated facility personnel.

A computer printout from the dispensing units will be included with the report for Department of Corrections facilities. These reports must be forwarded to the procurement officer.

**Service Call Response Time**

Emergency repairs must be made within the following timelines:

- Four (4) hours for Anchorage, Eagle River, Palmer, and Wasilla.
- Within 24 hours for Seward, Kenai, and Fairbanks.
- Within 48 hours for Ketchikan, Bethel, and Nome.
- A four-hour telephone response is required for Juneau to troubleshoot issues, with on-site service only required if phone troubleshooting fails.

**Laundry Service / Installation**

Service technicians must perform the following checks during each visit:

1. Measure the concentration of the wash solution and adjust dispensing equipment as needed.
2. Inspect machines and related equipment for defects and make necessary repairs or adjustments.
3. Verify the temperature of wash and rinse solutions.
4. Inspect quick-action and solenoid valves for proper function.
5. Inspect linens and clothing samples for cleaning quality.
6. Check drainage valves and plumbing.
7. Inspect machine bypass, overflow, and balance actions.
8. Inspect the pump and motor.

**Laundry Equipment Requirements**

The contractor will provide all dispensing equipment, replacing any worn units at no extra cost. If equipment is damaged due to the Department of Corrections or inmates, the contractor will repair it and bill the Department for the repair cost.

The contractor will supply automatic dispensing units for liquid or solid products, meeting the following minimum specifications:

- **Cabinets:** Stainless steel construction with a working lock for safety.
- **Power:** 115-230 VAC, sourced from the laundry machine, meeting local and State electrical codes.
- **Pumps:** Peristaltic, self-priming, and self-checking for no chemical flow-back.
- **Bleach Defeat:** Capability to defeat bleach for delicate loads.
- **Alternate Formula Defeat Switch:** A switch for hard-to-clean loads.
- **Pump Delays:** Adjustable to control chemical disbursement.
- **Programmable Dispensing:** Monitors and regulates detergent dispensing based on the load type.
- **Reports:** Generates digital reports showing wash loads, chemical concentrations, and water usage

The following list represents the different types of machines at each Department of Corrections' facility:

LOCATION	QTY	LAUNDRY MACHINE	SIZE (LBS)	DAILY LOAD
ANCHORAGE CC (EAST)	2	Unimac Reliance UW125PVQU5001	125	20
ANCHORAGE CC (EAST)	1	Unimac Reliance UW35PVQU5001	35	10
ANCHORAGE CC (WEST)	2	B&C HP-65-202	60	50
ANVIL MOUNTAIN CC	2	Continental Girbau EH020PA10241220010	20	4
ANVIL MOUNTAIN CC	1	Continental Girbau RMG070P3102111001	70	13
FAIRBANKS CC	3	Unimac UWN060T3VXU3001	60	45
GOOSE CREEK CC	2	Speed Queen stackable washer/dryer SPQLTEE5ASP155TW01	15	12
GOOSE CREEK CC	1	Unimac UWN60T3VRU1001	60	14
GOOSE CREEK CC	20	Whirlpool WTW5000DW1	20	1100
GOOSE CREEK CC	3	Unimac UWN150T3VRU2001	150	42
HILAND MOUNTAIN CC	1	Unimac UWN065T4V	65	10
HILAND MOUNTAIN CC	1	B&C HP60E2-4SANN-ABA	60	10
KETCHIKAN CC	2	Unimac UCN040	40	8
LEMON CREEK CC	2	Unimac UWN065T4VX4001	65	60
LEMON CREEK CC	1	Unimac UWN035V3XU3001	35	30
LEMON CREEK CC	1	GE WBVH5300K0WW	20	3
LEMON CREEK CC	1	Crosley X10740619	20	3
LEMON CREEK CC	1	Crosley CAW12444DW1	20	4
MATSU PRETRIAL FACILITY	1	Commercial Washer HCT040FN0FXU40BB00	40	15
MATSU PRETRIAL FACILITY	1	Commercial Washer Unimac UCN04HNFXU2004	40	15
MATSU PRETRIAL FACILITY	2	Commercial Dryer HTO50NN	50	15
PALMER CC	10	Whirlpool WTW5005KW0	15	270
PALMER CC	1	Unimac UW60PVQU5005	60	4
PALMER CC	2	Unimac UWN065T4VXU4001	60	8
POINT MACKENZIE CF	6	Roper RTW4516FW2	20	15
POINT MACKENZIE CF	2	Whirlpool WTW5000DW1	20	15
POINT MACKENZIE CF	1	Whirlpool WET4027EWD	20	15
POINT MACKENZIE CF	2	Whirlpool WTW4815EW1	20	15
POINT MACKENZIE CF	1	Whirlpool WTW4800XQ4	20	15
POINT MACKENZIE CF	1	Speed Queen LWN432SP115TW01	20	15
SPRING CREEK CC	1	Alliance UW60AVNU80002	60	5
SPRING CREEK CC	1	Unimac UW65PN4	65	5
WILDWOOD CC	2	Milnor Mod: 30022T5E	50	70
WILDWOOD CC	4	IPSO Mod: IWF014	14	72
WILDWOOD CC	4	UniMac Mod: UCT020	20	72
WILDWOOD CC (Pretrial)	1	UniMac Mod: UWT045	45	30
WILDWOOD CC (Pretrial)	1	Milnor Mod:30015	35	30
WILDWOOD CC (Transitional)	5	Speed Queen Mod: LTSA9	18	5
YUKON KUSKOKWIM CC	1	Unimac UW35B20U8001	35	5
YUKON KUSKOKWIM CC	2	Unimac UNIMACUWB207001	45	10

## **Warewashing Service / Installation**

### **Service Requirements**

During service calls, the technician will perform the following minimum checks:

1. Clean the wash manifold arms and sprays of any obstructions, ensuring they can be easily removed for future cleaning.
2. Inspect a sample of all eating utensils, dishes, pots, pans, etc., for cleanliness and proper washing.
3. Check for machine liming and ensure kitchen staff are trained to detect and treat lime deposits to prevent mineral and scale buildup inside the machine.

If any Department of Corrections' rinse injectors deteriorate beyond repair, the contractor must replace these units at no additional cost to the department.

### **Warewashing Equipment Requirements**

The contractor will provide all dispensing equipment at no additional cost to the State, including installation. Equipment must be replaced promptly at no charge during the contract if signs of wear appear. If damage occurs due to the Department of Corrections or inmates, the contractor will repair the unit and may bill the department for the cost.

The contractor will provide, where applicable, single (1), double (2), or triple (3) product automatic dispensing units for liquids or solids, ensuring they are fully automated.

### **Dispenser Equipment Specifications**

Each product dispenser must meet the following minimum requirements:

1. **Cabinets:** Stainless steel construction with a working lock. The vendor will supply locking cabinets to prevent unauthorized access to chemicals or calibration adjustments.
2. **Power:** 115 to 230 VAC, sourced directly from the laundry machine (not from a wall outlet) and meeting all local and State electrical codes. All wiring must be enclosed in water-tight conduit.
3. **Pumps:** Peristaltic, self-priming, and self-checking to avoid chemical flow-back. The pump housing should be clear (non-glass) for easy inspection.
4. **Bleach Defeat:** The dispenser must have the ability to "defeat" the bleach for delicate loads and automatically reset itself after use.
5. **Alternate Formula Defeat Switch:** A switch for the operator to press when washing difficult-to-clean loads, with the dispenser automatically resetting once the wash cycle is complete.
6. **Pump Delays:** The dispenser must include a delay feature to control the chemical disbursement rate.
7. **Variable Programmable Dispenser:** The dispenser should have an electronic monitoring system that generates reports and inventory statements. It will interact with the washing machine's programming to adjust the amount of detergent dispensed based on the load type. For example, a load of towels may receive 2 ounces of detergent, while heavily soiled rags may receive 6 ounces.
8. **Reports:** The dispenser must provide digital reports detailing:
  - o The number and type of wash loads.
  - o Chemical concentration for each load type.
  - o Water usage.

The following list represents the different types of machines at each Department of Corrections' facility:

LOCATION	QTY	KITCHEN MACHINE	DAILY LOAD
ANCHORAGE CC (EAST)	1	Stero SCBT-23D	165
ANCHORAGE CC (WEST)	1	Hobart CRS66A	330
ANVIL MOUNTAIN CC	1	Hobart AM 15	50
ANVIL MOUNTAIN CC	1	3 Compartment Sink	6
FAIRBANKS CC	1	Hobart CL64E / SN 85-1082771	157
GOOSE CREEK CC	2	Hobart Fliteliner FT900D	750
HILAND MOUNTAIN CC	1	Hobart CLPS76E	167
HILAND MOUNTAIN CC	1	3 Compartment Sink	9 Hours
KETCHIKAN CC	1	Jackson Tempstar W670	31
LEMON CREEK CC	1	Stero SCT76SM	127
MATSU PRETRIAL FACILITY	1	American Dish Service ADC44 SN: LL15824	80
PALMER CC	1	Hobart AM 15 Model# 130038	120
PALMER CC	1	Stero Model# ER-765c	180
SPRING CREEK CC	3	Hobart AM 151	271
WILDWOOD CC (Pretrial)	1	Hobart AM 15	77
WILDWOOD CC	1	Stero SCT76S	77
WILDWOOD CC (Transitional)	1	Hobart SR24H	77
YUKON KUSKOKWIM CC	1	Hobart AM 15BLT	103

### **Miscellaneous Janitorial Cleaning Chemicals Equipment Requirements**

#### **Dispensers**

Dispenser units must be capable of dispensing products either automatically or manually. All dispensers will be supplied, maintained, and remain the property of the contractor. If damage occurs to the dispensing units due to the Department of Corrections or inmates, the contractor will repair the unit and may bill the Department for the cost of repairs. Each dispenser must meet the following minimum requirements:

- Cabinets:** Dispensers should be housed in stainless steel cabinets wherever possible and equipped with a functional lock. The vendor will supply the facility with locking cabinets for chemical containers to prevent unauthorized access by staff or inmates, as well as to secure calibration adjustments.
- Miscellaneous Janitorial Chemical Dispensers:** These dispensers must connect to a water source and automatically mix chemicals to the correct concentrations before dispensing. This includes dispensers for floor cleaner, window cleaner, degreaser, bathroom cleaner, etc.
- Power:** Dispensers should operate on 115 to 230 VAC power. Power must be sourced directly from the control panel to the dispenser, if necessary. The dispenser must meet all local and state electrical codes, and wiring must be contained in water-tight conduit.
- Pumps:** The dispensers should feature peristaltic, self-priming, and self-checking pumps to prevent chemical flow-back. The pump housing must be clear (non-glass) to allow for easy inspection by the operator. Manual hand pumps may be used where applicable.
- Solenoid:** The dispenser must include built-in solenoids for injecting various types of chemicals.

6. **Sensors:** Dispensers should be equipped with sensors that alert the operator when the product supply is running low or is depleted.
7. **Containers:** Containers must have a capacity of one liter or one quart, be made of sturdy plastic, and include a mist/steam spray attachment with a trigger handle.

## **SEC. 2.12 F.O.B. POINT**

FOB Destination, Final Location – All prices shall include delivery to the final destination(s). Title passes upon acceptance at destination, which includes any state correctional facilities within the State of Alaska as listed in this ITB. Ownership and title of the ordered items remain with the contractor until the items are delivered to their final destination and accepted by the state.

The bid price must include all shipping and delivery costs to the specified locations. No additional charges for shipping or delivery will be permitted.

## **SEC. 2.13 INVENTORY**

Offeror shall be able to maintain a sufficient inventory to supply the needs of the department. In the event that the successful contractor experiences supply chain issues at the beginning of the contract term, the successful contractor will have a 90-day grace period to source the materials after the award of the contract. During this time, the state reserves the right to source materials from other vendors.

Products offered are not required to be produced in the USA but is preferred. The successful contractor can source the materials and supplies outside the USA as long as they meet the minimum item specifications described in this ITB.

## **SEC. 2.14 SHIPPING DAMAGE**

The state will not accept or pay for damaged or expired 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 or expired goods are received. The state will deduct the cost of the damaged or expired 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 DELIVERY TIME**

The successful contractor shall assure complete delivery of all items within thirty – forty-five (30-45) calendar days after a Delivery Order or Purchase Order is issued by the ordering facility. Indicate in the section provided under Bid Schedule the time required to make delivery after the receipt of an order. Failure to declare delivery time in this manner indicates that the offeror will adhere to deliver within 30-45 calendar days after the receipt of an order. Bids that specify deliveries in excess of 30-45 calendar days after the receipt of an order may be considered non-responsive and the bids will be rejected. This processing time shall remain constant throughout the life of the contract unless unforeseen circumstances arise. It shall be the contractor's responsibility to notify the requesting facility of any unforeseen circumstances i.e., late delivery, raw material delays, insufficient stock items, low production, etc.

## **SEC. 2.16 DELIVERY CONFIRMATION & ARRANGEMENTS**

The successful contractor will provide a delivery confirmation notification with the estimated delivery date to the ordering locations as available. It shall be the responsibility of the successful contractor to make all final destination delivery arrangements.

## **SEC. 2.17 INSPECTION & MODIFICATION REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for proving 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 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. 2.18 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 quantities mentioned in this ITB are the state's estimated requirements and may vary from the quantities purchased. The state does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

## **SEC. 2.20 CONTRACT PRICE ADJUSTMENTS**

Price Adjustments: Contract prices are to remain firm through March 31, 2027. The contractor may request price adjustments in writing and must be received forty-five (45) days prior to the contract renewal date. If the contractor fails to request a price adjustment 45 days prior to the contract renewal date, the contractor will not receive a price adjustment for the new contract year. Price adjustments of up to 5% increase may be allowed after the first year of the contract and every year thereafter as approved by the department Procurement Officer. The contractor must provide the Procurement Officer with clear and convincing evidence, satisfactory to the State, that all of the following conditions exist:

1. The increase is the result of increased costs at the manufacturer's level and not costs under the contractor's control, and that.
2. The increase will not produce a higher profit margin for the contractor than that on the original contract, and that.
3. The increase affects only certain items that are clearly identified by the contractor.

No retroactive contract price adjustments will be allowed. If price adjustment is necessary during the contract year, the State will take into consideration any increases and each case will be carefully considered before a decision is made.

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. In the event the contractor and the State do not mutually agree with the price adjustments, the State will have the right to terminate the contract.

## **SEC. 2.21 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. 2.22 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. 2.23 ADDITIONS AND DELETIONS OF INDIVIDUAL LINE ITEMS TO THE CONTRACT**

Additions and deletions of line items shall not be made without the express written approval of the Procurement Officer.

## **SEC. 2.24 USAGE REPORTS**

Each year, 60 calendar days prior to the contract price adjustment date, the contractor must furnish the State a usage report. The usage report must follow the format of the Bid Schedule and must accurately state the actual use of all items on the Bid Schedule. A contractor’s failure to provide this information in a timely manner may cause the State to Cancel the contract.

## **SEC. 2.25 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.

## **SEC. 2.26 SERVICE CONTRACT DEFICIENCIES**

The contractor's failure to provide a service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing.

The contractor will advise the state, in writing, of the corrective action being taken.

If a deficiency is not corrected within 5 working days from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

If a contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-day period, it will be grounds for the state to declare the contractor in default.

## **SEC. 2.27 MANDATORY REPORTING**

The contractor must provide an annual usage report to the procurement officer in an electronic format (Excel). The report shall contain at least the following information: purchasing entity, item numbers and description of items and/or services purchased, quantity, date of purchase, and contract price.

This report is due 30 days before or not later than 30 days after the end of the state's fiscal year or June 30th. The contractor's failure to provide this report as required may result in contract default action.

Reporting Period: State's Fiscal Year is: July 1st through June 30<sup>th</sup>.

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

Contractor agrees that all confidential information shall be used only for the 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 (i) 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 (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to:

technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

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

**VEHICLE AND PERSONNEL CHECKS REQUIRED:** All vehicles and personnel will be subject to identification and/or search in accordance with State law. No weapons, drugs, alcoholic beverages, or other items considered contraband will be permitted inside institution boundaries. Violators will be subject to prosecution under State law. The contractor will ensure that only licensed drivers shall make deliveries.

**SECURITY:** Security at all Alaska correctional facilities is the first priority. Contractors can expect delays in conducting business within the facility and/or its grounds. "Contractor" is defined as: delivery personnel, couriers, or service providers. Prisoner counts, emergencies of any type, prisoner movement, other deliveries, or other factors may delay or restrict contractor entry or movement within the perimeter. Security staff will facilitate contractors in conducting their business, but contractors must at all times respect security staff instructions. Contractors must follow all lawful instructions and directives of any staff member while on facility grounds. The State will at all times retain the exclusive right to restrict contractor access to the facility, or portions of the facility, for any reason. Contractors must at all times have in their possession a valid Alaska Driver's License or State-provided identification card and be prepared to provide it to any staff whenever requested. Contractors must never leave their tools or personal effects unattended or unsecured. Knives, cellular telephones, toxic/hazardous chemicals, alcohol, tobacco, drugs and paraphernalia, weapons of any kind, and explosives are prohibited at all times. All other items (i.e. tools, repair parts, cameras, paperwork, boxes) entering the facility are subject to inspection and must be approved by security staff. Contractor tools and other items may be inventoried upon entering and exiting the facility. Giving prisoners access to driver's licenses, credit cards, telephone numbers, family pictures, etc. is a breach of security. Contractors must fully cooperate with facility staff to prevent escape, sabotage, assault, any disturbance, or the importation of contraband. There is no confidentiality when it comes to security at one of the correctional facilities. Information regarding impending riots, escape plans, assaults, and other such matters that come to you in what would otherwise be considered a confidential exchange must be passed on to security staff immediately. To withhold information such as this could endanger you and others as well as lead to criminal charges. Nothing within this section limits a specific facility's superintendent or security staff member from modifying or imposing alternate security requirements for contractors and their staff.

**SECURITY CHECK:** All personnel (both Contractor and Subcontractors) will be required to undergo a security check prior to commencement of work. A mandatory security briefing will be provided to the contractor staff prior to the start of on-site work.

1. The contractor will complete a Request for Clearance form to submit to the facility security staff for review at least 48 hours prior to commencement of work. The form requires the following information from each person working on site:

- a) Full name.
- b) Residence address.
- c) Telephone Number.
- d) Date of birth.
- e) Social Security Number.
- f) Valid driver's license and state of issue, or other photo identification bearing social security number.
- g) The names of any relatives, friends or acquaintances that are currently incarcerated within the facility.

2. The security check will look for recent or frequent past convictions or for outstanding warrants. Security staff reserve the right to disqualify anyone from access to the work site. A past conviction will not automatically disqualify.
3. Once a Request for Clearance has been approved and is on file it is not necessary for the contractor to complete a new form each time they request to enter the facility grounds. See SEC. 6 Attachments.

**PERSONNEL ACCESS:**

1. Access to the work site, which is within a correctional facility, will be monitored and controlled by the Department of Corrections to prevent importation of contraband and escape of inmates. At no time will contractor staff enter areas of the facility that are off-limits to them, nor drive vehicles along the perimeter fence or other unauthorized areas unless directed to do so by security staff.
2. Contractor staff will report to the visitor's reception area at the beginning of each shift to obtain their identification badge or visitor's badge and sign in on the contractor's log. At the end of each shift, contractor staff will return their badges to this area and sign out of the contractor's log. If workers leave the compound at lunch, they will all leave at the same time. Contractors should encourage their staff to bring lunch and to eat within the designated work area or cafeteria.
3. Contractors, Subcontractors, Employees may be denied access or be removed from the facility for the following reasons:
  - a) Contractors or workers that are incompetent, careless or otherwise detrimental to the work or the security of the facility.
  - b) Disruptive, abrasive, and/or argumentative conduct.
  - c) Being under the influence of Alcohol, Drugs and/or any substance that is considered contraband by the Facility (including use of Tobacco Products).
  - d) Refusal to submit to search of personal property/belongings or themselves.
  - e) Health problems.
  - f) Failure to show proper identification.
  - g) Failure to follow the direction of Correctional Officers and/or staff members.
  - h) Having any unauthorized contact or interaction with inmates.
  - i) Failure to pass a security check.

---

- j) Failure to secure tools and work areas. (If no personnel are physically present in the work area, the work area and/or tools must be secured prior to leaving the area.)

**VEHICLE ACCESS:**

1. No privately-owned vehicles may enter inside the security fence without approval of the DOC on-site security staff member. Contractor vehicles can be parked in the employee/visitor parking lot outside the security fence and must be locked at all times.
2. Authorized work vehicles, i.e. job site trailers and trucks may be left inside the fence in a location IF they can be secured and upon the approval of security staff.
3. Privately owned and/or contractor vehicles are prohibited from entering unauthorized areas unless directed to do so by security staff.

**TOOL CONTROL:**

1. Do not leave prisoner-accessible work areas unattended without first removing or securing all tools and objects which would be considered contraband.
2. At the end of each workday, remove all tools and equipment from inmate-accessible work areas and store them within locked cabinets, locked containers, or locked storage trailers.
3. Maintain written inventory of tools and equipment daily. Tools and equipment which cannot be accounted for at the end of each workday shall be brought to the immediate attention of a security staff member.

**CONTRABAND:**

The mailing, bartering, introducing, exchanging or buying of items between inmates and contractors or their employees is strictly prohibited without the written consent of the Superintendent of the facility. The following quotes are from Alaska Statutes and are provided so as to inform the CONTRACTOR.

Title 11 -Alaska Statutes, Section 11.56.375, Promoting contraband in the first degree.

A person commits the crime of promoting contraband in the first degree if the person violates AS 11.56.380 and the contraband is:

- 1) A DEADLY WEAPON OR A DEFENSIVE WEAPON.
- 2) AN ARTICLE THAT IS INTENDED BY THE DEFENDANT TO BE USED AS A MEANS OF FACILITATING AN ESCAPE, OR
- 3) A CONTROLLED SUBSTANCE

Promoting contraband in the first degree is a class C felony.

A person commits the crime of promoting contraband in the second degree if the person:

- 1) Introduces, takes, conveys, or attempts to introduce, take, or convey contraband into a correctional facility; or
- 2) Makes, obtains, possesses, or attempts to make, obtain, or possess anything that person knows to be contraband while under official detention within a correctional facility.

Promoting contraband in the second degree is a Class A misdemeanor.

Effective August 26, 1999, contraband includes tobacco products.

AS 11.56.390, definition:

In AS 11.56.300-11.56.390, "contraband" means any article or thing which persons confined in a correctional facility are prohibited by law from obtaining, making, or possessing in that correctional facility."

The Department shall require personnel providing direct services within correctional facilities to comply with background investigations and/or security checks prior to starting work under the contract. When background investigations are required, they shall be performed by the department at no charge to the contractor. The Department reserves the right to restrict an individual's access to the facility or program if they are determined to pose a threat to security, or if they fail to provide the information required for a background check.

The contractor will assure that all individuals providing services under the terms of the contract complete the following forms and scan completed copies to the procurement officer of record and the program manager.

<http://www.correct.state.ak.us/commissioner/policies-procedures>

- Security Clearance Form;
- PREA Employment Disclosure Form; (*only applicable if services are provided in the institution*)
- Code of Ethical Conduct 202.01a;
- Standards of Conduct 202.15a;
- ACOMS form and agreement, and; (*only applicable if they will be using DOC computers or network*)
- Criminal Justice Information Services Addendum (CJIS) form. (*only required if providing services in the institutions or upon request.*)
  - The Department may require the contractor to obtain 2 fingerprint "blue cards" form FD-258 for personnel performing service under this contract (no charge to contractor). Fingerprint (blue cards) can be obtained in Anchorage, in the basement of the Nesbitt Courthouse or make arrangements at one of the department institutions by appointment.

Questions or for arranging appointment please contact the following personnel:

James Dabbs-Ashworth ([james.dabbs-ashworth@alaska.gov](mailto:james.dabbs-ashworth@alaska.gov))

David Muise ([david.muise@alaska.gov](mailto:david.muise@alaska.gov))

- The completed forms must be submitted to the procurement officer or designee.
- The Department will send individual personnel a link to an online security awareness training that should take no longer than 2 hours to complete. Training is required bi-annually.

Recidivism Reporting: (*Only applies if applicable*)

Contractors reporting on program efficacy must use the statutory definition of recidivism. For programs that have been in place less than three (3) years, reports must clearly state the date parameters that are being used to report recidivism. The statutory definition of recidivism is:

Per AS 44.19.647 Recidivism Definition:

A felony offender who is re-incarcerated within three (3) years of release for any offense conviction:

- Parole or probation violation
- New felony crime

- New misdemeanor crime

And per Department Policies & Procedures 501.2 (Research Activities) & 650.01 (Criminal Justice Information Access), links provided below:

<https://doc.alaska.gov/pnp/pdf/501.02.pdf?080916>  
<https://doc.alaska.gov/pnp/pdf/650.01.pdf>

Employee Incident Reporting: Contractor is required to contact the program manager for this contract if any of its employees working under this contract are involved in any criminal behavior and report it to the Department within 24 hours of notice of incident. Reporting shall be via email to the program manager and can be followed up with a phone call if needed.

## SECTION 3. CONTRACT INVOICING AND PAYMENTS

### SEC. 3.01 BILLING INSTRUCTIONS

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

- 1) Name of Business & Address
- 2) DOC Contract Number
- 3) Contact Info to include email
- 4) List of items purchased
- 5) Costs

Invoices must be billed and sent directly to the ordering agency's address shown on the individual Delivery Order or Purchase 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.

Separate invoices shall be provided by the contractor for each purchase transaction by each institution. The contractor shall not combine purchase transactions or institutions on a single invoice.

A copy of the packing slip or receipt form shall accompany all deliveries. The Contractor's delivery personnel shall be responsible for having orders checked in and receipt forms signed by designated employees of the State of Alaska. The state will not be responsible for payment on products for which the Contractor's driver or delivery personnel have not obtained a signed receipt form, at the time of delivery, from a designated state employee.

### SEC. 3.02 PAYMENT FOR STATE PURCHASES

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. Late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

### SEC. 3.03 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. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Third party agreements are not allowed.

## 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 USE OF LOCAL FOREST PRODUCTS**

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

**SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE**

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

## **SEC. 4.07 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. 4.08 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. 4.09 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. 4.10 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. 4.11 BRAND AND PACK SIZE OFFERED**

Bidders must clearly indicate the brand name and unit of measure they intend to provide. Bidders may offer alternate items in their bid as long as the alternate item meets the specifications of the ITB. The bidder's failure to identify the brand and unit of measure offered may cause the state to consider the offer non-responsive and reject the bid.

**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 to the lowest responsive and responsible bidder. There are 3 (three) lots. To be considered responsive for a lot, bidders must bid on all items within that lot.

**SEC. 4.14 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 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. 5.02 TERMINATION

a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

### 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 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. 5.08 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. 5.09 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. 5.10 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. 5.11 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information a bidder submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information a bidder submits with its bid as CBI, the bidder must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the bidder asserts make the information CBI. If the bidder does not do these things, the information will become public after the Notice of Intent to Award is issued. If the bidder does these things, OPPM or their designee will evaluate the bidder's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the bidder an opportunity to object to the disclosure of the information.

**SEC. 5.12 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. 5.13 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. 5.14 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. 5.15 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. 5.16 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. 5.17 CONTRACT CANCELLATION**

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

## **SEC. 5.18 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. 5.19 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. 5.20 FEDERALLY IMPOSED TARIFFS**

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SEC. 5.21 PROTEST

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

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

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

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

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

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

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

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

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

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

## **SECTION 6. ATTACHMENTS**

### **SEC. 6.01 BID SCHEDULE**

- 1) Alaska Bidder Preference Certification Form
- 2) Conflict of Interest Statement
- 3) Request for Clearance
- 4) Bid Schedule (Excel)

**Attention Bidders! Please complete the following and submit with your bid schedule. Failure to submit may cause your bid to be rejected.**

**Name and Address of Bidder**

Business name: \_\_\_\_\_

Business mailing address: \_\_\_\_\_  
\_\_\_\_\_

Business physical address: \_\_\_\_\_  
\_\_\_\_\_

Name of point of contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

## SEC. 6.02 ALASKA BIDDER PREFERENCE CERTIFICATION

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

Solicitation Number	
Project Description	
Business Name	
Alaska Business License Number	

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.

#### SIGNATURE

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

Printed Name:	
Title:	
Date:	
Signature:	

<b>Alaska Bidder Preference:</b> Do you believe your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Veterans Preference:</b> Do you believe your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Military Skills Program Preference:</b> Do you believe your firm qualifies for the Alaska Military Skills Program Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Office of Procurement and Property Management  
Alaska Bidder Preference Certification Form

To qualify for and claim the **Alaska Bidder Preference** you must answer **YES** to all questions in the Alaska Bidder Preference Question section below:

**Alaska Bidder Preference Questions**

1	Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business submitting a bid or proposal under the name appearing on the Alaska Business license identified above? Per AS 36.30.990 (2)(B)?	<input type="checkbox"/> Yes <input type="checkbox"/> 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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**If the answer to question 3 is YES**, complete the following:

Physical Place of Business Address	
City	
Zip Code	

“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 the Place of Business identified above meets this definition?  Yes  No

**Per AS 16.05.415(a) per 2AAC 12.990(b)(7), the bidder or offeror, or at least one employee of the bidder or offeror must be a resident of the state?**

1	Do you certify 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)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Do you certify the resident(s) used to meet this requirement has maintained a domicile in Alaska for the 12 months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Do you certify the resident(s) used to meet this requirement is only claiming residency in Alaska per AS 16.05.415(a)(3)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Do you certify the resident 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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Per AS 36.30.990(2)(D), is your business:**

1	Incorporated or qualified to do business under the laws of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	---	--

**If yes**, enter the current Alaska Corporate Entity Number:

Office of Procurement and Property Management  
Alaska Bidder Preference Certification Form

---

**Indicate below how your business is organized:**

1	Is your business a Sole Proprietorship and the Proprietor is a resident of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business a Limited Liability Corporation organized under AS 10.50 and <b>ALL</b> members are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**If the answer to question 2 above is YES, please identify each member by name:**

3	Is your business a partnership under former AS32.05, AS32.06, or AS32.11 and all partners are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	---	--

**If the answer to question 3 above is YES, please identify each partner by name:**

### Alaska Veterans Preference Questions:

To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section above.

**Per AS36.30.321(F), is your business:**

1	A sole proprietorship owned by an Alaska veteran?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	A partnership under AS32.06 or AS32.11 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	A limited liability company organized under AS10.50 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	A corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Per AS36.30.321(F)(3), an “Alaska veteran” is defined as an individual who:**

- A. Served in the:
  - a. Armed forces of the United States, including a reserve unit of the United States armed forces ; or
  - b. Alaska Territorial Guard, The Alaska Army National Guard, the Alaska Air Nations Guards, or the Alaska Naval Militia; and,
- B. Was separated from services under a condition that was not dishonorable.

4	Do you certify the individual(s) indicated in items 1-4 above meet this definition and can provide documentation of their service and discharge in necessary?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	---	--

### Alaska Military Skills Program Preference Questions

To qualify for and claim the Alaska Military Skills Program Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Bidder Preference section above.

**Per 36.30.321(I), does your business:**

1	Employ at least one person who is enrolled in, or within the past two years, graduated from, a United States Department of Defense SkillBridge or United States Army career skills program 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 during the last 180 days before a the person separates or retires from the service?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have an active partnership with an entity that employs an apprentice through a program described in item 1 above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have proof of an employee’s graduation or enrollment in a qualified program as described in 1. above?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## **SEC. 6.03 CONFLICT OF INTEREST**

### **CONFLICT OF INTEREST**



The Prospective Proposer, including all Entities in the Prospective Proposer's organization, shall voluntarily disclose to the Contracting Agency, in writing, any factors that may provide it with an unfair competitive advantage and/or potential or actual conflict of interest. Requests for clarification on this issue shall be made in writing to the Contracting Agency more than 10 days prior to the submittal deadline for proposals.

---

Name

---

Company

---

Date

---

2026-2000-0205

---

ITB Number

Office of Procurement and Property Management  
Alaska Bidder Preference Certification Form

Department of Corrections  
**REQUEST FOR CLEARANCE**  
for  
Contractor/Contract Staff Background Checks

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

Applicant Name: \_\_\_\_\_

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

Purpose of this check: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Alaska driver's license #: \_\_\_\_\_

Other states applicant has resided in and the dates: \_\_\_\_\_

Prior criminal history (including the state the offense occurred in) \_\_\_\_\_

Is applicant currently on probation or parole? \_\_\_\_\_ If yes, where? \_\_\_\_\_

Does applicant have any relatives or acquaintances presently incarcerated in Alaska or under the Dept. of Corrections supervision? \_\_\_\_\_ If yes, state the person's name/location: \_\_\_\_\_

Clearance requested by (Contractor): \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

The information that I have provided is true and accurate to the best of my knowledge. I authorize the Department of Corrections to perform a background investigation for any and all prior convictions or current warrants.

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Department Use Only**

\*\*\*\*\*

APSIN/WANTS: Clear: \_\_\_\_\_ Wants: \_\_\_\_\_ See Attached: \_\_\_\_\_

NCIC/WANTS: Clear: \_\_\_\_\_ Wants: \_\_\_\_\_ See Attached: \_\_\_\_\_

Criminal History Check (Alaska) No record found: \_\_\_\_\_ See Attached: \_\_\_\_\_

Criminal History Check (other states) No record found: \_\_\_\_\_ See Attached: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Oversight Officer/Superintendent,  
Division of Institutions

Request Granted: \_\_\_\_\_ Request Denied: \_\_\_\_\_

Reason for denial: \_\_\_\_\_

DOC Staff Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_