

STATE OF ALASKA INVITATION TO BID (ITB)



KETCHIKAN PUBLIC HEALTH CENTER JANITORIAL SERVICES

ITB 2026-1600-0150

ISSUED WEDNESDAY, FEBRUARY 11, 2026

THE ALASKA DEPARTMENT OF HEALTH, DIVISION OF PUBLIC HEALTH IS SEEKING A VENDOR TO PERFORM JANITORIAL SERVICES AT THE KETCHIKAN PUBLIC HEALTH CENTER (PHC) ON A DAILY (M-F, EXCLUDING OBSERVED HOLIDAYS), WEEKLY, MONTHLY, QUARTERLY, AND TWICE-YEARLY BASIS. THE KETCHIKAN PHC IS LOCATED AT 605 GATEWAY COURT, KETCHIKAN, ALASKA 99901.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF PUBLIC HEALTH

PRIMARY CONTACT:

Anneliese Zlitni
PROCUREMENT OFFICER
anneliese.zlitni@alaska.gov

BIDDERS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	3
SEC. 1.01 PURPOSE OF THE ITB.....	3
SEC. 1.02 BUDGET.....	3
SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS	3
SEC. 1.04 MANDATORY REQUIREMENTS.....	3
SEC. 1.05 REQUIRED REVIEW	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.07 SITE INSPECTION.....	4
SEC. 1.08 BID RETURN INSTRUCTIONS.....	4
SEC. 1.09 BID SUBMITTAL FORMS	4
SEC. 1.10 ASSISTANCE TO BIDDERS WITH DISABILITIES	5
SEC. 1.11 AMENDMENTS TO BIDS	5
SEC. 1.12 AMENDMENTS TO THE ITB	5
SEC. 1.13 ITB SCHEDULE	5
SEC. 1.14 PRE-BID CONFERENCE.....	6
SEC. 1.15 ALTERNATE BIDS.....	6
SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER	6
SEC. 1.17 SUPPORTING INFORMATION.....	6
SECTION 2. CONTRACT TERMS AND CONDITIONS.....	7
SEC. 2.01 SCOPE OF WORK AND SPECIFICATIONS.....	7
SEC. 2.02 CONTRACT TERM	10
SEC. 2.03 CONTRACT TYPE	10
SEC. 2.04 CONTRACT ADMINISTRATION	10
SEC. 2.05 CONTRACT PERFORMANCE LOCATION	10
SEC. 2.06 CONTRACT PAYMENT.....	11
SEC. 2.07 BILLING INSTRUCTIONS	11
SEC. 2.08 ELECTRONIC PAYMENTS	11
SEC. 2.09 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	12
SEC. 2.10 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED.....	12
SEC. 2.11 SUBCONTRACTORS.....	12
SEC. 2.12 JOINT VENTURES.....	12
SEC. 2.13 RIGHT TO INSPECT PLACE OF BUSINESS	12
SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	12
SEC. 2.15 NONDISCLOSURE AND CONFIDENTIALITY.....	12
SEC. 2.16 INDEMNIFICATION	13
SEC. 2.17 INSURANCE	14
SECTION 3. EVALUATION AND CONTRACTOR SELECTION.....	15
SEC. 3.01 EVALUATION OF BIDS.....	15
SEC. 3.02 APPLICATION OF PREFERENCES	15
SEC. 3.03 ALASKA BIDDER PREFERENCE	15
SEC. 3.04 ALASKA VETERAN PREFERENCE.....	16
SEC. 3.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE	16
SEC. 3.06 ALASKA PRODUCT PREFERENCE	17
SEC. 3.07 EMPLOYMENT PROGRAM PREFERENCE	18
SEC. 3.08 ALASKANS WITH DISABILITIES PREFERENCE	18
SEC. 3.09 PREFERENCE QUALIFICATION LETTER	18
SEC. 3.10 EXTENSION OF PRICES	18
SEC. 3.11 METHOD OF AWARD.....	19
SEC. 3.12 NOTICE OF INTENT TO AWARD	19
SECTION 4. GENERAL PROCESS AND LEGAL INFORMATION.....	20
SEC. 4.01 INFORMAL DEBRIEFING	20
SEC. 4.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	20
SEC. 4.03 BUSINESS ASSOCIATE AGREEMENT (BAA)	21
SEC. 4.04 COMPLIANCE	21
SEC. 4.05 SUITABLE MATERIALS.....	21
SEC. 4.06 SPECIFICATIONS.....	21
SEC. 4.07 CONTRACTOR SITE INSPECTION	21
SEC. 4.08 ORDER DOCUMENTS	21
SEC. 4.09 HUMAN TRAFFICKING	21
SEC. 4.10 RIGHT OF REJECTION	22
SEC. 4.11 STATE NOT RESPONSIBLE FOR PREPARATION COSTS	22

SEC. 4.12	DISCLOSURE OF BID CONTENTS	22
SEC. 4.13	ASSIGNMENTS.....	23
SEC. 4.14	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)	23
SEC. 4.15	DEFAULT	23
SEC. 4.16	SEVERABILITY	23
SEC. 4.17	CONTRACT CANCELLATION	23
SEC. 4.18	GOVERNING LAW; FORUM SELECTION	24
SEC. 4.19	QUALIFIED BIDDERS	24
SEC. 4.20	FEDERALLY IMPOSED TARIFFS	24
SEC. 4.21	PROTEST	25
SECTION 5. ATTACHMENTS		26
SEC. 5.01	ATTACHMENTS.....	26

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Health (DOH), Division of Public Health (DPH) is soliciting bids for a vendor to perform janitorial services daily (M-F), on a weekly, monthly, quarterly, and twice-yearly frequency for routine and variable types of janitorial services at the Ketchikan Public Health Center (PHC).

SEC. 1.02 BUDGET

The DOH, DPH estimates a budget of between \$100,000. and \$145,000. for completion of this five- (5-) year contract. Bids priced at more than \$145,000. will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 p.m.** prevailing Alaska Time on **Wednesday, March 4, 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.

The procurement officer shall open bids shortly after the above time. If you wish to attend the bid opening, please see the following:

Link: [Bid Opening](#)

Or Call in (Audio Only): [+1 907-202-7104,,539479465#](tel:+1907-202-7104,,539479465#) United States, Anchorage

SEC. 1.04 MANDATORY REQUIREMENTS

To be considered responsive for this ITB, a bidder must meet the mandatory minimum requirements that are provided in the mandatory requirements section of ITB 2026-1600-0150 – Attachment 1 – ITB Submittal Forms. Failure to meet all these requirements will result in immediate disqualification.

SEC. 1.05 REQUIRED REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the procurement officer at least ten (10) days before the deadline for receipt of bids. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer (anneliese.zlitni@alaska.gov). Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

SEC. 1.07 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this ITB. The site may be inspected by contacting Jennifer Bergen at (907) 225-4350. This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions, and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.06.

SEC. 1.08 BID RETURN INSTRUCTIONS

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

Please note that email transmission is not instantaneous. The State recommends submitting bids enough ahead of time to ensure the email is delivered by the deadline for receipt of bids. It is the bidder's responsibility to contact the above email address to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.09 BID SUBMITTAL FORMS

Bidders shall use ITB 2026-1600-0150 – Attachment 2 – ITB Bid Schedule, and any other forms identified in this ITB for submitting bids. **The form must be signed by an individual authorized to bind the bidder to the provisions of the ITB.**

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

The form also requests the following information:

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

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

SEC. 1.10 ASSISTANCE TO BIDDERS WITH DISABILITIES

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 must contact the procurement officer no later than ten (10) days prior to the closing of the bid to make any necessary arrangements.

SEC. 1.11 AMENDMENTS TO BIDS

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

SEC. 1.12 AMENDMENTS TO THE ITB

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

SEC. 1.13 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released		Wednesday, February 11, 2026
Pre-Bid Conference		Friday, February 20, 2026
Deadline for Receipt of Bids / Bid Due Date		Wednesday, March 4, 2026
Bid Evaluations Complete		Thursday, March 5, 2026
Notice of Intent to Award		Thursday, March 5, 2026
Contract Issued		Monday, March 16, 2026

This ITB does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Health or the Commissioner's designee. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any

work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

SEC. 1.14 PRE-BID CONFERENCE

A virtual pre-bid conference will be held from **2:00 p.m. to 3:00 p.m. on Friday, February 20**. The purpose of the conference is to discuss the work to be performed with the prospective bidders and allow them to ask questions concerning the ITB.

Link: [Pre-Bid Conference](#)

Or call in (audio only): [+1 907-202-7104,762535657#](tel:+1907-202-7104,762535657#) United States, Anchorage

To obtain the greatest benefit from this meeting, bidders are strongly encouraged to have their direct supervisory personnel/critical project team members attend (in lieu of executives, business development, or sales personnel). Bidders with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

SEC. 1.15 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. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

SEC. 1.17 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 or product samples from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the State and may include the requirement that a bidder will provide a sample product(s) so that the State can make a first-hand examination and determination.

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

SECTION 2. CONTRACT TERMS AND CONDITIONS

SEC. 2.01 SCOPE OF WORK AND SPECIFICATIONS

A. WORK WEEK/HOURS

- 1) Janitorial services will be performed Monday through Friday, except State-observed holidays (see 2026-1600-0150 - Attachment 3 – State Calendar of Observed Holidays), after 7:00 p.m. and prior to 7:00 a.m. When the day to perform certain janitorial services falls on a holiday the work may be postponed to the next regular workday.
- 2) If scheduled work falls on a holiday for any assigned weekly, monthly, quarterly, and twice-yearly services, the work will be scheduled on a specific day agreed upon, in advance, by the PHC designee and the contractor, with project director notification and acknowledgement in writing. Any changes to these dates must be approved in writing by project director and changes may not be acted upon without prior written authorization from project director.

B. BUILDING CHARACTERISTICS:

- 1) One level
- 2) Approximately 2,000 square feet of cleaning area
- 3) Thirteen (13) offices
- 4) Six (6) exam rooms
- 5) Chart/records room (not included in areas to be serviced)
- 6) Waiting room
- 7) Staff restroom
- 8) Client restroom
- 9) Conference room
- 10) Laboratory/pharmacy
- 11) Staff breakroom
- 12) Kitchen area
- 13) Supply room
- 14) Multiple foyers, corridors, hallways/lobbies, entryways
- 15) Janitor room
- 16) Parking lot and sidewalks adjacent to the building

C. AREAS INCLUDED IN THE CONTRACT: All offices; foyers; corridors, hallways, entryways and lobbies; conference room; restrooms; staff breakroom and kitchen area; janitor room; waiting room; laboratory/pharmacy; supply room and exam rooms; and all parking areas and sidewalks adjacent to the building. See 2026-1600-0150 – Attachment 4 – Ketchikan PHC Floor Plan.

D. CLEANING SUPPLIES: Contractor shall furnish all cleaning supplies such as tuberculocidal/virucidal/fungicidal/bactericidal wipes, all-purpose cleaners, glass cleaner, stainless steel polish, etc. The cost of these supplies shall be the responsibility of the contractor. All public health centers are fragrance-free. Cleaning supplies must not provide a lingering scent that could cause irritation/reaction to staff or clients. Designated PHC staff will advise contractor and project director in

writing if any cleaning product is causing an irritating smell, and contractor will be responsible for finding another product.

The contractor shall provide standard commercial grade products, supplies, equipment, paper goods, and restroom supplies of types and sizes to fit existing State-provided dispensers. These items are subject to inspection and approval by the State. The contractor may not use alternative restroom product dispensers in lieu of those already in place without the approval of the procurement officer. The paper towel dispensers are 17.25" L and 12.75" W.

E. CONSUMABLE SUPPLIES: Contractor shall furnish all required consumable supplies such as toilet paper, liquid hand soap, fragrance-free deodorizers, paper towels, toilet-seat covers, tuberculocidal/virucidal/fungicidal/bactericidal wipes, trash can plastic liners, etc. The cost of these supplies shall be the responsibility of the contractor. The contractor will use only State-approved consumable supplies.

F. MISCELLANEOUS INFORMATION

- 1) Dumpster service will be provided.
- 2) Lights bulbs will be furnished by the State. When light bulb supplies are low, janitorial staff are to advise the designated PHC staff of the need to place an order.
- 3) All service-related details and inquiries must be communicated to the project director.
- 4) Janitor room is to be maintained in a clean and orderly condition.
- 5) Contractor is to report any maintenance issues, e.g., plugged toilet or sink, to designated PHC personnel.

DELIVERABLES

A. DAILY SERVICES: Designated PHC personnel will notify contractor in the event of evening meetings that may affect a particular day's daily cleaning services, with a possible delay, of two (2) to three (3) hours, in cleaning of meeting areas needed.

- 1) Empty, wipe clean with tuberculocidal/virucidal/fungicidal/bactericidal wipes and replace plastic trash liners in all wastebaskets for all office areas, examination rooms, labs, kitchen area, break room, and bathrooms. Collect all designated wastepaper and trash in contractor-furnished plastic trash bags and dispose of in the State-provided Dumpster and make sure the lid is closed and secure.
- 2) Sweep and mop all hard-surfaced floors and vinyl floors with liquid tuberculocidal/virucidal/fungicidal/bactericidal disinfectant/detergent and water, rinse vinyl floors with clean water, then mop vinyl floors dry.
- 3) Vacuum furniture and carpeted floors. Remove spots, stains, dirt, smudges, and foreign matter from carpets, rugs, tile, walls, window frames and their fixtures, handrails, and furniture. The cleaning of spots and stains, etc. from carpets and rugs must be performed with a tuberculocidal/virucidal/fungicidal/bactericidal disinfectant liquid cleanser recommended as safe by the manufacturer. Tile, walls, window frames and their fixtures, handrails, and furniture are to be cleaned using tuberculocidal/virucidal/fungicidal/bactericidal wipes. Replace burned-out bulbs, clean light fixtures at time of replacement, and notify designated PHC personnel when light bulb supplies are low.

- 4) Mop or scrub floors in restrooms. Wash all plumbing fixtures with warm water and soap. Disinfect urinals and shower stall. Damp-wipe all dispensers, tiled portion of restroom walls, and stall partitions. Remove mineral and calcium deposits and any mold growth.
- 5) Maintain adequate supplies of liquid soap bottles (countertop size) as well as toilet paper, seat covers, deodorizers, sanitary napkins, and towels in restroom and other dispensers in a clean and usable condition, with products of proper size and type.
- 6) Disinfect and clean all exam rooms and lab sinks; kitchen area sink and fixtures; counters and exam tables; pediatric scale; reception counter; conference and breakroom tables; conference room counter; and all doorknobs, light switches, and telephones with a tuberculocidal/virucidal/fungicidal/bactericidal wipes or cleaner.
- 7) Clean all drinking fountains and bathroom fixtures, sinks, toilet stalls, and shower stalls with a liquid tuberculocidal/virucidal/fungicidal/bactericidal cleaner. Damp-wipe all dispensers and infant changing tables. Remove any mineral and calcium deposits as well as any mold growth.
- 8) Clean all mirrors, windows and interior glass. Leave all interior glass in a clean and streak-free condition.
- 9) Police all sidewalks and parking areas, planter strips and boxes, landscaped areas, and around Dumpsters by collecting and removing all trash and other discarded material.
- 10) Pick up all recyclable papers from blue containers attached to each trash receptacle in all offices and deposit them into a State-designated container located in the work area.
- 11) Pick up and put away toys in waiting room, child health screening areas, and exam rooms 1, 2, 3 and 4. Remove gross soiling from toys. Disinfect plastic and other non-material/non-paper children's toys, books, and games. Wipe material toys, books, and games with a clean, damp cloth.

B. WEEKLY SERVICES:

- 1) Dust all flat surfaces, including file cabinets, bookshelves, and windowsills, and remove smudges and all fingerprints from glass surfaces and countertops. Maintain air vents in dust- and lint-free condition.
- 2) Shampoo or dry-powder clean carpets and rugs in high-traffic areas.
- 3) Sweep stairway to mechanical room and sweep and mop mechanical and storage room floors.
- 4) Vacuum front external grate at bottom of vaccine refrigerator in the lab. This refrigerator is alarmed. Under no circumstances is the vaccine refrigerator to be opened by the janitorial staff.

C. MONTHLY SERVICES

- 1) Vacuum fabric furniture and wipe vinyl furniture.

D. QUARTERLY SERVICES

- 1) Wash baseboards where accessible.

E. TWICE-YEARLY SERVICES (EVERY SIX MONTHS):

- 1) Shampoo all carpets, ensuring all are completely dry prior to the beginning of the State's normal business hours.
- 2) Wet dust or vacuum window coverings such as drapes, curtains, and blinds; overhead pipes, or molding, etc., that must be reached by ladder (over six-foot height).

- 3) Wash windows and glass wind deflectors inside and out, leaving no streaking or unwashed areas. Wipe water spots from sills or frames. Use drop cloths as required to protect adjacent surfaces, fixtures, and furniture. Wash windows at equal intervals of time, weather and conditions permitting. Upon contract award, a separate window cleaning schedule must be submitted for approval.
- 4) Remove all wax from all floors by mopping or scrubbing with a synthetic detergent or wax remover, rinse thoroughly, and apply good skid resistant wax of a type recommended by floor tile manufacturers. When wax is dry, machine buff to smooth sheen.
- 5) Clean interior walls as appropriate for the type of surface, using an approved cleaning or disinfecting product where permitted.
- 6) Remove all items from two full-size refrigerators and two half-size refrigerators. Clean and drain, then replace items in clean refrigerators. Owing to temperature sensitive contents, the time of this service must be coordinated with PHC designee.

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately **March 16, 2026**, through **March 15, 2027**, with the option to renew for two (2) additional two- (2-) year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the State.

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

SEC. 2.03 CONTRACT TYPE

This contract is a firm fixed contract.

SEC. 2.04 CONTRACT ADMINISTRATION

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

SEC. 2.05 CONTRACT PERFORMANCE LOCATION

The location the work to be performed, completed, and managed is:

605 Gateway Court
Ketchikan, Alaska 99901

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

Travel to other locations will not be required.

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

If the bidder cannot certify that all work will be performed in the United States, the bidder must submit a request, set out in a separate document in their bid, that provides a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason that is necessary.

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

SEC. 2.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Health, the procurement officer, or the Commissioner's designee. The State is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

For agreements over \$500,000, under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract. Payment for agreements under \$500,000 will be made within thirty (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, and project director approval. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

SEC. 2.07 BILLING INSTRUCTIONS

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

1. Contract Number Reference (1626-016) for all invoices and electronic communications
2. Itemized invoice with dates of service
3. Progress report

Invoices must be included as attachment to email when billing is submitted to the following email address: doh.dpa.admin.finance@alaska.gov. The State will make payment after it receives the goods or services and the invoice is approved by the project director. Questions concerning payment must be addressed to the ordering agency.

SEC. 2.08 ELECTRONIC PAYMENTS

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

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

SEC. 2.09 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.10 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

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

SEC. 2.11 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.13 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 2.15 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable

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

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

Additional information that the contractor shall hold as confidential during the performance of services under this contract include: contractor shall prevent their employees from disturbing materials on desks; opening drawers or cabinets; or using telephones, copy machines, typewriters, computers, or printers provided for official State use.

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

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

SEC. 2.16 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. 2.17 INSURANCE

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

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

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

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

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

SECTION 3. EVALUATION AND CONTRACTOR SELECTION

SEC. 3.01 EVALUATION OF BIDS

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

SEC. 3.02 APPLICATION OF PREFERENCES

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

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

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

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

SEC. 3.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;

- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six (6) months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 3.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 3.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

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

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

Alaska Military Skills Program Preference Certification

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

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

SEC. 3.06 ALASKA PRODUCT PREFERENCE

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

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

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

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

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

Brand Offered

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

Brand of Product Changes

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

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

SEC. 3.07 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 3.08 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 3.09 PREFERENCE QUALIFICATION LETTER

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

SEC. 3.10 EXTENSION OF PRICES

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

SEC. 3.11 METHOD OF AWARD

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

SEC. 3.12 NOTICE OF INTENT TO AWARD

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

SECTION 4. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 4.01 INFORMAL DEBRIEFING

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

SEC. 4.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 4.03 BUSINESS ASSOCIATE AGREEMENT (BAA)

The State has a standard BAA (Attachment 5) that is included in contracts that involve Personal Health Information (PHI) covered under the Health Insurance Portability and Accountability (HIPAA) Act. This BAA will be included in the fully executed contract and is attached along with this ITB as 2026-1600-0150 – Attachment 5 - BAA. Any request to change language in this document must be set out in the bidder's bid in a separate document.

SEC. 4.04 COMPLIANCE

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

SEC. 4.05 SUITABLE MATERIALS

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. 4.06 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. 4.07 CONTRACTOR SITE INSPECTION

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

SEC. 4.08 ORDER DOCUMENTS

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

SEC. 4.09 HUMAN TRAFFICKING

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

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

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

SEC. 4.10 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 counter offer and the bid may be rejected.

Minor informalities that:

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

may be waived by the procurement officer.

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

SEC. 4.11 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 4.12 DISCLOSURE OF BID CONTENTS

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held

confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 4.13 ASSIGNMENTS

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

SEC. 4.14 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 4.15 DEFAULT

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

SEC. 4.16 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. 4.17 CONTRACT CANCELLATION

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

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

SEC. 4.18 GOVERNING LAW; FORUM SELECTION

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

SEC. 4.19 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. 4.20 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 contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.

- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 4.21 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.

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

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

SECTION 5. ATTACHMENTS

SEC. 5.01 ATTACHMENTS

Attachments:

- 1) Attachment 1 – ITB Submittal Forms
- 2) Attachment 2 – ITB Bid Schedule
- 3) Attachment 3 – State Calendar of Observed Holidays
- 4) Attachment 4 – Ketchikan PHC Floor Plan
- 5) Attachment 5 – BAA