

STATE OF ALASKA INVITATION TO BID (ITB)



STATEWIDE ON-SITE SECURITY SERVICES ITB 2026-1600-0233/1626-021

ISSUED FEBRUARY 19, 2026

THE DEPARTMENT OF HEALTH, DIVISION OF PUBLIC ASSISTANCE, IS SEEKING ON-SITE SECURITY SERVICES FOR ITS DESIGNATED OFFICES. THIS INITIATIVE AIMS TO ADDRESS POTENTIAL RISKS TO STAFF AND PROPERTY FROM PUBLIC INTERACTIONS.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF PUBLIC ASSISTANCE

PRIMARY CONTACT:

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BIDDERS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Health (DOH), Division of Public Assistance (DPA), is soliciting bids for on-site security services for its public-facing offices to ensure the safety of employees, visitors, and property. DPA plays a vital role in serving the community and providing essential support to individuals in need. This decision aims to create a secure environment for all employees, visitors, and the property itself.

The presence of on-site security services is integral to DPA's commitment to maintaining a safe and secure environment for both employees and the public. Their multifaceted role not only deters threats but also facilitates a positive experience for those accessing public assistance services.

SEC. 1.02 BUDGET

The Department of Health, Division of Public Assistance, estimates a budget of \$2,520,000 for the completion of this contract. Bids priced at more than \$357,000 for the Central Zone and/or \$147,000 for the Southeast Zone for the first year of the contract will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **1:00 PM Alaska Time on March 13, 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:

Join the Meeting Now Link

Meeting ID: 243 919 320 887 81

Passcode: zd3n4Sh6

Or call in (audio only):

Dial in by phone

[+1 907-202-7104,,386195329#](tel:+19072027104386195329#) United States, Anchorage

[Find a local number](#)

Phone conference ID: 386 195 329#

Join on a video conferencing device

Tenant key: 260748889@t.plcm.vc

Video ID: 119 685 623 8

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 2026-1600-0233 – Submittal Forms. Failure to meet all these requirements will result in immediate disqualification.

SEC. 1.05 REQUIRED REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten (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 an award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two (2) types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

SEC. 1.07 SITE INSPECTION

Potential bidders are encouraged to visit the worksite to see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will not relieve the bidder of the responsibility to perform the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this ITB. The following locations may be inspected by contacting the procurement officer.

Primary Service Locations

Central Zone:

- **Anchorage:** Clay Hurt
Date: Tuesday, February 24, 2026, at 10:00 AM
Location: University Center, 3901 Old Seward Highway, Suites 111/112, 120-123, Anchorage, Alaska 99503
- **Wasilla:** Joy Horn
Date: Friday, February 27, 2026, at 10:00 AM
Location: 855 West Commercial Drive, Wasilla, Alaska 99654

Southcentral Zone:

- **Juneau:** Brenda Chapman
- **Date:** Tuesday, March 3, 2026, at 10:00 AM
- **Location:** 10002 Glacier Highway, Suite 200, Juneau, Alaska 99501

This contact person is only empowered to allow potential bidders to view the worksite. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or its terms, conditions, and specifications of this ITB. Any questions from potential bidders 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 25mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 25 megabytes.

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

SEC. 1.09 BID SUBMITTAL FORMS

Bidders shall use the ITB 2026-1600-0233 Submittal Forms, 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 A DISABILITY

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

SEC. 1.11 AMENDMENTS TO BIDS

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

SEC. 1.12 AMENDMENTS TO THE ITB

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

SEC. 1.13 ITB SCHEDULE

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

| ACTIVITY | TIME | DATE |
|---|---------|---------------|
| Issue Date / ITB Released | | 2/19/2026 |
| Site Inspection – Non-Mandatory | | See SEC. 1.07 |
| Deadline for Receipt of Bids / Bid Due Date | 1:00 PM | 3/13/2026 |
| Bid Evaluations Complete | | 3/20/2026 |
| Notice of Intent to Award | | 3/30/2026 |
| Contract Issued | | 4/16/2026 |

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 ALTERNATE BIDS

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

SEC. 1.15 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

SEC. 1.16 SUPPORTING INFORMATION

Provided a bid 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

The Department of Health (DOH), Division of Public Assistance (DPA), is requesting on-site security services for selected offices due to potential risks to staff and property posed by the general public. The intent of this contract is to protect the State, State employees, agency customers, property, equipment, and facilities from unauthorized access, loss, theft, personal injury, and vandalism.

The Contractor shall provide security guard services to ensure the State's surveillance and protection against fire, theft, pilferage, malicious injury, and destruction. One security guard at all locations shall be dressed in a soft uniform for roving patrol and shall be posted at the DPA lobby entrance at various DPA locations. Services are required during regular working hours as follows:

PRIMARY OFFICE LOCATIONS:

Central Zone: Monday - Friday, 7:30 AM – 5:30 PM (excluding State holidays).

- **Anchorage** - University Center, 3901 Old Seward Highway, Suites 111/112, 120-123, **Anchorage**, Alaska 99503
- **Wasilla** - 855 West Commercial Drive, Wasilla, Alaska 99654

Southeast Zone: Monday – Friday, 8:00 AM – 5:00 PM (excluding State holidays).

- **Juneau** - 10002 Glacier Highway, Suite 200, Juneau, Alaska 99801

Services must include monitoring lobbies, entrances, and exits, and intervening in the event of a threatening situation. Officers must be trained in de-escalation and handcuffing techniques, as well as in First Aid, CPR, and AED certification. When necessary, officers must be trained to properly restrain and detain individuals until local authorities have arrived on site.

DELIVERABLES

State/DPA Responsibilities

DPA on-site point of contact (POC) will monitor the performance of the contractor, and provide general guidance in coordinating efforts in certain situations such as: emergency evacuations, fire drills, bomb threat response plans, intervention in disputes and illegal activities occurring on premises, interactions of disorderly or intoxicated persons and vagrants, the checking and maintaining proper security of doors, windows and the areas of entrance and egress and notification procedures for any property damage or graffiti noted while on patrol.

The State may, in its sole discretion, reduce or add work, scope, or any task or subtask called for under this contract.

The State of Alaska reserves the right to review resumes, interview candidates, and approve the hiring of security guards for this contract. The State of Alaska also reserves the right to request that any security guard

performing State security services under this contract be dismissed from performing such services if found to have violated the security guard procedures or to be acting in a manner unacceptable to the State of Alaska. No advanced notification is required. Contract information will be provided in the final contract.

Contractor Responsibilities and Duties Summary

General Intent and Purpose:

First and foremost, the State seeks to increase and ensure the safety of employees within the building and of visitors. The presence of a guard at the lobby entrance is intended to deter individuals from threatening or harming employees or the physical space. If necessary, the guard will help de-escalate incidents and mitigate their impacts, and provide immediate direction to building occupants on how to respond and secure the building as warranted. The State serves a diverse population who are often experiencing high emotions, grief, and anger that may be directed towards staff. However, the purpose of our engagement is to facilitate their success and their ability to safely manage public assistance recipients. To that end, we will work to foster positive relationships, encourage frequent in-person and phone communication, and create an atmosphere in which they are treated with respect by all state representatives.

The contractor will provide one guard or a number of guards as recommended in the mitigation plan and agreed to by the DPA Office POC, to serve in the Primary Location as follows:

PRIMARY SITES:

Central Zone (Anchorage and Wasilla) – Hours of Operation: 7:30 AM to 5:30 PM, Monday through Friday (excluding State holidays).

- University Center, 3901 Old Seward Hwy, Suites 111/112, 120-123, Anchorage, Alaska 99503
- 875/877 West Commercial Drive, Wasilla, Alaska 99654

Southeast Zone (Juneau) – Hours of Operation: 8:00 AM – 5:00 PM, Monday through Friday (excluding State holidays).

- Wildmeadow Village, 10002 Glacier Highway, Suite 200, Juneau, Alaska 99801, DPA suite on 2nd floor of building and two sweeps of parking lot front and back.

Main lobby entrance, exterior of building, interior space, and adjacent parking lots.

After-hour guard service may be required upon request from the DPA Office POC. Services shall be billed at an hourly rate. Overtime rate is time and a half the normal hourly rate. Initial coverage will be for the Primary Sites listed above.

SCHEDULED BREAKS:

1. 10:00AM to 10:15AM – Break
2. 12:00PM to 1:00PM – Lunch
3. 3:00PM to 3:15PM – Break

UNIFORM

A security-issued uniform that meets the State of Alaska Public Safety requirements must be worn at all times while on property.

IF ARMED SECURITY IS ACTIVATED:

Weapon:

Holstered concealed firearm: a Glock 40-caliber is recommended. The guard must qualify with the weapon carried while on duty.

Contractor's armed staff must:

- a. Be able to read, write, and speak English to perform assigned armed guard services. Strong verbal communication skills are essential.
- b. Must always carry his or her State of Alaska Armed Security Guard photo ID card, issued by the Department of Public Safety, while on duty under this contract, and must present it to the DPA POC upon request. A copy of each valid security guard ID card must be photocopied by the DPA POC at the beginning of each shift.
- c. Armed guards assigned to duty by the contractor must possess a firearms permit issued in accordance with state law. These permits are non-transferable between guards. When new personnel are added, proof of their permits must be submitted to the DPA POC.
- d. Armed guards must have required permits to carry side arms. Weapons and ammunition utilized in the performance of services under this contract must be carried into and out of the facility. There are no provisions for storing weapons/ammo on the premises.
- e. Armed guards must always carry firearms while on duty (100%), and at no time is the weapon to be visible. Firearms are defined as holster-carried sidearms/handguns. Shotguns or rifles are prohibited. If guard personnel fail to comply 100% of the time with this requirement, the guard will be immediately relieved of assignment under the contract.
- f. Armed guards for this contract shall have valid firearm permits at the time of assignment and shall remain valid throughout the lifetime of the contract and/or employment.

EQUIPMENT & SUPPLIES

- a. Each guard must be equipped with a traffic vest for parking lot patrol, a radio, a flashlight, and a smartphone with email, text, and camera features
- b. DPA Staff: Guard company must provide three (3) radios for on-site staff at each location to communicate with guards while on duty.

NOTE: All items must be provided by the contractor, as directed in the Equipment & Supplies section above or as requested by the site POC; the State will not be billed for these items.

CONTRACTOR DUTIES

1. Monitor all pedestrians (employees, visitors, etc.) entering the DPA space of the building to ensure access control and security of the facility.
2. As requested by DPA staff, the guard must be able to provide escort service to and from staff personnel and State vehicles.
3. Guard responsible for making a daily check to ensure all equipment is accounted for and in proper working order. If a piece of equipment is not functioning properly, report it to your Supervisor and the POCs listed in the final contract.
4. If a prohibited item or dangerous weapon is detected, local police must be notified. In all cases where a threat to life is perceived, local police must be notified immediately.
5. Establish patrol routes to ensure adequate coverage. Patrols should vary to avoid creating a pattern, but they must cover all areas of the building and the surrounding area. It is understood that the guard is expected to remain on patrol continuously throughout the shift or to perform other security-related functions covered by this contract.
6. Regular patrols are expected to help resolve minor disputes and disturbances, provide answers to questions, assist members of the public, and prevent improper or inappropriate behavior. The guard must confront individuals attempting to access restricted areas or state vehicles (including those belonging to state employees) without authorization and take the necessary action. Additionally, it is important to ensure that all state vehicles are locked at all times.
7. The guard must investigate any unusual or suspicious activity and respond to telephone calls requesting assistance from any State employee. Guards may detain a person or persons until the police respond.
8. The contractor shall not change any of its terms, conditions, and specifications unless the contractor receives written approval from the DPA POC.
9. The contractor, or his authorized representative, may be required to meet periodically with the State to discuss the services and make amendments or changes in procedures and operations as may be found necessary.
10. The contractor is required to submit all items found by employees to the lost and found location designated by the DPA POC.
11. The contractor must provide all proper safeguards and shall assume all risks in performing the work for which it is responsible.
12. The contractor must own, maintain, and provide all necessary uniforms and accessories consistent with duties, to include foul-weather gear for its employees.
13. The contractor must render full and complete management services for its personnel while on duty at the facility. The State will not be responsible for the loss, theft, or misplacement of the property of guards or contractors. The facility will provide limited space for storage of foul-weather gear.

14. The contractor must provide written proof that all guards assigned to this contract have completed safety courses, hold a valid security guard license, and have proficiency with a handgun. Participation in a semiannual qualification course must be documented and furnished to the Procurement Officer and DPA POC for all guards during their assignment.
15. The contractor must prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using the State telephones or office equipment furnished for official State use.
16. The contractor is not permitted to issue news releases or discuss with the media any aspect of the services being provided under this contract without the prior written consent of the DPA POC. Any such requests will be referred to the DPA POC.
17. The contractors must sign written statements referencing their understanding and requirement to keep confidential the names, details, and other information they may observe or hear or be told during the course of their duties that is protected information that may not be shared with anyone outside of DPA, unless court-ordered, or required for a law enforcement investigation.
18. The contractor must perform a safety drill in coordination with the DPA Safety Officer annually.
19. The contractor must perform incident tracking related to safety and summarize it in a report format, delivered to the DPA Safety Officer on a quarterly basis.

POST DUTIES & RECORD KEEPING:

1. Implement general post orders.
2. Be fully knowledgeable of Rules and Regulations Building and Grounds (Posted in Officer Duty Book.)
3. The guard shall maintain a duty log for each shift, noting all activities that occurred during the shift, when each facility was inspected during the shift, and confirmation that the security guard completed the required tasks outlined in the Post Orders and/or as assigned by the DPA POC for that shift.
4. The contractor and the Statewide DPA POC will work together to establish a format for the duty log. The duty logs for each shift shall be submitted electronically via email to the DPA POC at the end of each shift. The contractor must maintain copies of the duty logs for the term of the contract.
5. Post and patrol duties include promoting positive public relations, access control, communications to visitors and POC as needed, and at all shift changes.
6. Specific procedures for responding to emergency situations, bomb threats, discovery of medical-related incidents, intervening in minor disturbances, observance of illegal activities, detection of unsecured doors and windows, interaction with vagrants, and other miscellaneous situations (Contractor Security Guard Procedures).
7. Identify evacuation routes.
8. The contractor must notify DPA POC of any issues as they arise during the day.

CONTRACTOR'S PERSONNEL

1. Guards performing under this contract represent the State of Alaska and must conduct themselves in a courteous and professional manner. On-duty security guards must always maintain a professional presence for the public, greet visitors in a positive manner, and, as needed, explain procedures and facilitate the process in a non-threatening, respectful manner.
2. Contractor's employee appearance, attitude, courtesy, job knowledge, and training are influential in creating a favorable image.
3. Contractor's supervisory personnel shall make random unannounced inspections on various shifts. Documentation of a minimum of three (3) visits per month must be submitted with monthly invoices.
4. Guards must be thoroughly trained and qualified employees in the work assigned to them.
5. Be a citizen of the United States or must hold a current US Resident Alien card as issued by the U.S. Department of Justice and Naturalization Services.
6. Must have the ability to read, write, and speak English to conduct prescribed guard services. Have good verbal communication skills.
7. Report and sound appropriate alarms for any fire or disorder on or adjacent to the facility.
8. Call for local law enforcement assistance prior to investigating actual or indicated violations, assist in and apprehend and hold all violators with and for local law enforcement agencies.
9. Capability to move quickly, if necessary. Able to maintain long periods of sitting and staying on their feet for the majority of the shift. Be physically able to do their assigned work.
10. Must be able to conduct frequent and regular patrols of specific buildings and parking areas.
11. Must be able to handle stressful situations and deal with limited verbal and physical confrontations.
12. Cooperate with all military, local police, and fire department, State Troopers, and other personnel who have proof of identification and validity of purpose.
13. Must always carry his or her State of Alaska Armed Security Guard photo ID card, issued by the Department of Public Safety, while on duty under this contract, and must present it to the DPA POC upon request. A copy of each valid security guard ID card must be photocopied by the DPA POC at the beginning of each shift.
14. Shall only resort to physical force against any person in self-defense.
15. Shall have knowledge of any intrusion devices, surveillance cameras, alarms, etc., within the facility. The guard shall have knowledge of the fire alarm system locations, fire hydrants, and fire extinguishers.
16. Observe all employees and visitors entering and exiting the premises.
17. If it becomes necessary for the contractor to substitute a guard assigned to this post, the contractor must provide a substitute guard with complete qualifications and experience and obtain written approval from the DPA POC.

18. The guard must ensure the building is secure. Unlock, lock, or verify that the building has been secured in an acceptable manner and /or outlined in the Post Orders. Guards must turn off any lights that were inadvertently left on and close open windows. Two (2) sets of three (3) keys will be issued by DPA POC to the contractor to accommodate this request.
19. In addition to noting any hazardous conditions or physical damage to the building, state vehicles, and parking areas in the duty log, guards shall report in writing any such damage to the DOH DPA on-site POC. Such conditions include, but are not limited to, malfunctioning lights, leaking faucets, toilet stoppages, broken or slippery floor surfaces, graffiti, and vandalism. This section is intended to follow the general guideline: if something looks out of order or out of place, report it to the DPA POC.
20. Monitor building surveillance cameras routinely for any suspicious activity, and if noted, take appropriate action.

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, approximately **April 16, 2026, through April 15, 2027**, with the option to renew for four (4) additional one (1)-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the State.

Any extension of the contract beyond the exercised renewal options will be made upon mutual agreement between the State and the contractor and effected through 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 by both parties, the procurement officer will provide written notice to the contractor of the intent to cancel an extension at least 30 days before the desired cancellation date.

SEC. 2.03 CONTRACT TYPE

This is a firm-fixed-price contract.

SEC. 2.04 CONTRACT ADMINISTRATION

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

SEC. 2.05 CONTRACT PERFORMANCE LOCATION

The locations where the work is to be performed, completed, and managed are at the following locations:

Primary Service Locations (daily coverage):

Central Zone:

- **Anchorage:** 3901 Old Seward Highway/University Center, Suites 111/112, 120-123, Anchorage, Alaska 99503
- **Wasilla:** 855 West Commercial Drive, Wasilla, Alaska 99654

Southeast Zone:

- **Juneau:** 10002 Glacier Highway, Suite 200, Juneau, Alaska 99801

The State will provide workspace for the contractor and may adjust the sites based on operational needs, funding, and safety considerations.

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 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

SEC. 2.07 BILLING INSTRUCTIONS

The State will make payment after receiving the goods or services and the invoice. The contractor will be paid according to the agreed unit prices for the actual services rendered. Any questions regarding payment should be directed to the ordering agency.

Invoices must:

- Reference the contractor's name, address, and phone number
- Reference the contract number: **1626-021**
- Include an invoice number
- Reference the Department of Health, Division of Public Assistance – Security Services
- Itemize the contractual goods and services provided during the period invoiced.

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

Email invoices to:

Email address will be provided in the contract.
(Please reference the contract in the subject line.)

Invoices must be sent to the ordering agency's email address shown on the awarded contract. The State will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

SEC. 2.08 ELECTRONIC PAYMENTS

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

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

SEC. 2.09 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm throughout the first term.

The contractor may request CPI price adjustments, in writing, 30 days prior to a contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the State receives the written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (July through December 2025 – 273.487), and each (July through December) thereafter. The percentage difference between those two (2) CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

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

Note: The procurement officer may also, absent the contractor's request, effect the above CPI price adjustment on a contract renewal amendment.

SEC. 2.10 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

SEC. 2.11 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. 2.12 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.13 JOINT VENTURES

Joint ventures will not be allowed.

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

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 ESTIMATED QUANTITIES

The estimated annual use quantities referenced in the Bid Schedule are only estimates and may vary from the actual hours worked.

SEC. 2.16 NONDISCLOSURE AND CONFIDENTIALITY

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

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

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the State with written notice of the requested disclosure (to the extent such notice to the State is permitted by applicable law) and giving the State opportunity to review the request. If the contractor receives no objection from the State, it may release confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the State within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the State, shall seek to obtain legal protection from the release of 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. 2.17 INDEMNIFICATION

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

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

SEC. 2.18 INSURANCE

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

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide for 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' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the State to disallow the preference.**

SEC. 3.03 ALASKA BIDDER PREFERENCE

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

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

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

Alaska Bidder Preference Certification Form

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

SEC. 3.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 3.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

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

- b) has an active partnership with an entity that employs an apprentice through a program described above.

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

Alaska Military Skills Program Preference Certification

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

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

SEC. 3.06 USE OF LOCAL FOREST PRODUCTS

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

SEC. 3.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

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

SEC. 3.08 ALASKA PRODUCT PREFERENCE

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

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

Products are classified in one of three categories:

- Class I products receive a 3% preference.

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

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

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

Brand Offered

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

Brand of Product Changes

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

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

SEC. 3.09 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 3.10 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 3.11 PREFERENCE QUALIFICATION LETTER

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

SEC. 3.12 EXTENSION OF PRICES

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

SEC. 3.13 METHOD OF AWARD

The award will be granted by each Zone according to the lowest responsive and responsible bidder. There are two (2) distinctive Zones: the Central Zone, which includes Anchorage and Wasilla, and the Southeast Zone, represented by Juneau. To ensure a fair evaluation, bidders must submit bids on all items within the Zone in which they are competing to be considered responsive. We may potentially award contracts to multiple contractors. This approach encourages a healthy level of competition and ensures a fair bidding process for all participants.

SEC. 3.14 NOTICE OF INTENT TO AWARD

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

SECTION 4. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 4.01 INFORMAL DEBRIEFING

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

SEC. 4.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 4.03 BUSINESS ASSOCIATE AGREEMENT (BAA)

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

SEC. 4.04 COMPLIANCE

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

SEC. 4.05 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 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. 4.08 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. 4.09 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. 4.10 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. 4.11 DISCLOSURE OF BID CONTENTS

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

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the bidder undertook the following protective measures in their bid (the bidder may set out in a separate document):

- a. marked information confidential;
- b. for any information marked confidential, identified the authority that makes that specific information confidential; and
- c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.

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

SEC. 4.12 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. 4.13 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. 4.14 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. 4.15 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. 4.16 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. 4.17 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. 4.18 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. 4.19 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. 4.20 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 (10) 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) Submittal Forms (attached as a separate document)
- 2) Bid Schedule (attached as a separate document)
- 3) HIPAA BAA (attached as a separate document)