

STATE OF ALASKA INVITATION TO BID (ITB)



ONLINE WEB-BASED TRAINING ITB# 2026-0200-0281-02-108-26

ISSUED APRIL 7, 2026

This project is intended to result in an as-needed contract for Online Web-Based Training for the Division of Retirement and Benefits.

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

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

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

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

DEPARTMENT OF ADMINISTRATION	
OFFICE OF PROCUREMENT AND PROPERTY MANAGEMENT	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
Christine Mash	
EMAIL: doa.oppm.procurement@alaska.gov	PRINTED NAME
	DATE

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Administration, Division of Retirement and Benefits, is soliciting bids for an as-needed contract for Online Web-Based Training. Interested bidders must provide online web-based training in a variety of areas, primarily focused on but not limited to Information Technology skills and programs. Classes should be available on a per student/per day basis and be primarily Instructor-led online training.

SEC. 1.02 BUDGET

Department of Administration, Division of Retirement and Benefits, estimates a budget of between **\$35,000.00** and **\$45,000.00** for this contract, including the initial term and all optional renewal periods. Bids priced at more than **\$45,000.00** 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 **2:00:00 pm** Alaska Time on **April 27, 2026**. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for a bid to be considered responsive, the bidder must clearly demonstrate that it meets these minimum prior experience requirements:

The minimum requirements are provided in the **Specifications (ITB Sec 2.02)** section of the ITB. Bidders may exceed one or more specifications in their bid response **but must meet all the minimum mandatory requirements, as specified**, to be responsive and subject to award.

Bidders must have at least two years of experience within the past five years providing Instructor-led online web-based training in all the following information technology areas:

- Crystal Reports
- Power BI
- Oracle
- Python
- Cobol
- C#
- ASP.NET
- SQL

To demonstrate experience, bidders must provide a minimum of five prior customers who participated in their training and submit this information in their bid under Demonstrated Training Experience (ITB Sec 2.02).

A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.07 RETURN INSTRUCTIONS

Bidders must submit their bid electronically to the procurement officer in PDF format via email. The bid must be emailed to doa.oppm.procurement@alaska.gov and must contain the ITB number in the subject line of the email. Bids must not be password-protected, encrypted, or otherwise secured in a way that prevents agency access. The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

It is the bidder's responsibility to contact the issuing agency at doa.oppm.procurement@alaska.gov to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 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. 1.09 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. 1.10 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. 1.11 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released		April 7, 2026
Pre-Bid Conference	10:00:00 AM AKST	April 15, 2026
Deadline for Receipt of Bids / Bid Due Date	2:00:00 PM AKST	April 28, 2026
Bid Evaluations Complete		May 4, 2026
Notice of Intent to Award		May 21, 2026
Contract Issued		June 1, 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 Administration, 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. 1.12 PRE-BID Teleconference

A pre-bid **TELECONFERENCE** will be held at **10:00:00 AM**, Alaska Time, on **APRIL 15, 2026** via Microsoft Teams meeting. The purpose of the **TELECONFERENCE** is to discuss the work to be performed with prospective bidders and allow them to ask questions concerning the ITB. Bidders should read the ITB in full and come to the meeting prepared to discuss any questions or concerns. Attendance is not mandatory.

Prospective bidders are encouraged to send questions in writing to doa.oppm.procurement@alaska.gov prior to the teleconference.

Bidders with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-bid conference so that reasonable accommodation can be made.

SEC. 1.13 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. 1.14 SUPPORTING INFORMATION

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

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

SEC. 1.15 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.

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

The Department of Administration, Division of Retirement and Benefits (DRB) is seeking bids from qualified vendors to provide online web-based training on an as-needed basis.

DRB's goal is to identify a contractor who has experience in Instructor-led online web-based training to perform scheduled training to state personnel on the applications described in the ITB.

DRB staff who complete training courses should be able to work successfully with the program or software covered in the course. The ultimate goal is to increase and/or refresh staff members' skill sets. Training must be provided in an online, web-based format and include a completion certificate for each participant upon successful completion of the course. The certificate must be provided to the participant within five business days of course completion.

SEC. 2.02 SPECIFICATIONS

Instructor-led Online Training Requirements

At a minimum, the contractor must provide an instructor to deliver training on the application's subject matter and the minimum requirements identified for each Lot. Instructor-led courses scheduled by DRB will be held during the State of Alaska's normal business hours, 8:00 a.m. to 5:00 p.m. Alaska Time, Monday through Friday.

Available Online Training Courses

The state reserves the right to request **additional training in other software/web-based technology training programs as needed** throughout the resulting contract. These courses will be scheduled directly through the contractor's site and at the times available online.

Instructor-led online training will be **based upon**:

- 1 to 15 students per class

Each class size may vary depending on training requirements within the agency and the availability of funds. There are no guaranteed **minimum or maximum number of training sessions or participating students that the agency is committed to purchasing under this contract**. Reimbursement will be based on **actual number of courses taken and students who attend**.

Agency Responsibilities

- The agency will provide appropriate desktop computers for staff being trained and a high-speed connection to student desktop computers.
- The agency will be responsible for loading training software on desktop computers.
- The state will not be hosting any contractor provided training solutions.

Contractor Responsibilities

- Online instruction.
- All class materials, including accurate desktop computer setup instructions. Instructions **must be received by the students attending at least five business days prior to the class start date**.

- Any software needed to connect to virtual classrooms and configuration assistance of software must be provided to the agency **at least five days prior to class**, including setup instructions and/or specific and accurate instructions provided by the instructor. Formal class time **will not be used for setup**.
- Phone availability to answer questions and provide technical assistance during class times and other times as needed

Accessibility and Statutory Compliance Clause

By signing the bid, the bidder certifies that the bidder complies with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government, and certifies that programs, services, and activities provided to the general public on behalf of the state under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130.

DRB will evaluate bids based on cost and minimum requirements. The bidder is required to bid on all items within each Lot. Failure to complete all portions of the Bid Schedule **will cause the state to consider the bid non-responsive and reject the bid**.

Various Online Web-Based Training

Bidders must have at least two years of experience within the last five years providing Instructor-led online web-based training in **all of the following information technology areas**

- JAVA
- Crystal Reports
- C#
- ASP.NET
- SQL
- Oracle Systems Administration
- Oracle Database Administration
- Oracle Enterprise Manager Cloud Control

To demonstrate experience, bidders must list a minimum of five prior customers that participated in their training and submit that information with their bid under their **Demonstrated Training Experience** document.

Demonstrated training experience **must be itemized in the bid as follows:**

- Customer (Organization Name)
- Type of Business
- Dates of Training
- Number of students that participated
- Name, title, address, and current phone number of one participant of the online training
- Type of training provided (e.g. JAVA, Crystal Reports, C#, ASP.NET, SQL, etc)

JAVA Training Objectives

An acceptable curriculum for JAVA programming fundamentals and how to write applications, distinguish core object-oriented concepts (including but not limited to; classes, packages, objects, methods, properties,

abstraction, polymorphism, inheritance, and encapsulation) **addresses:**

- The JDK Directory Structure
- Data types and Variables
- Primitive Data types
- Declarations
- Variable Names
- Numeric Literals
- Character Literals
- String
- String Literals
- Arrays
- Non-Primitive Data types
- The Dot Operator
- Operators and Expressions
- Control Flow
- Methods
- Object-Oriented Programming
- Objects and Classes
- Using Java Objects
- Inheritance in Java
- Advanced Inheritance and Language Constructs (including enumerated types, abstract classes, interfaces, collections)
- Packages (including import statement, classpath)
- Exception Handling
- Input/Output Streams
- Core Collection Classes
- Collection Sorting and Tuning (hashmap and hashset)
- Inner Classes
- Introduction to JDBC
- Introduction to Threads, and
- JDBC SQL Programming

Crystal Reports Training Objectives

An acceptable curriculum for Crystal Reports Training and how to use Crystal Reports to write database driven reports **addresses:**

- The Crystal Report Writer structure
- Designing a report
- Setting up data sources
- Inserting fields
- Creating and inserting special fields
- Changing text object properties
- Changing date properties
- Setting up and inserting a selection formula

- Using component filters
- Sorting and grouping data
- Creating summary and grand totals
- Inserting formula fields
- Using conditional formatting and selection formulas
- Using functions
- Nested and conditional statements, and
- Printing and exporting a report

C# Training Objectives

An acceptable curriculum for C# training will include create, compile and run object-oriented C# programs using Visual Studio. Write and understand C# language constructs, syntax and semantics. And develop reusable .NET components via interface realization and standard design patterns.

- Data Types in C#
- Operators and Expressions
- Control Structures
- Object-Oriented Programming
- Classes
- Methods, Properties and Operators
- Characters and Strings
- Arrays and Indexers
- Inheritance
- Virtual Methods and Polymorphism
- Formatting and Conversion
- Exceptions
- Interfaces
- .NET Interfaces and Collections
- Delegates and Events
- Introduction to Windows Forms
- Newer Features in C#

ASP.NET Training Objectives

An acceptable curriculum for ASP.NET will be to understand the key benefits of the .NET and Visual Studio platform versus other languages and IDE's. Understand the architecture of .NET including assemblies, CIL, manifests, CTS (Common Type System), CLS (Common Language Specification), and the .NET Framework SDK. And understand core iteration and decision constructs, operators, arrays, structures, and value and reference types.

- Introduction to ASP.NET
- Web Forms Architecture
- ASP.NET and HTTP
- Web Applications Using Visual Studio

-
- State Management and Web Applications
 - Server Controls
 - Caching in ASP.NET
 - ASP.NET Configuration and Security Fundamentals
 - Debugging, Diagnostics and Error Handling
 - More Server Controls
 - ADO.NET and LINQ
 - Data Controls and Data Binding
 - ASP.NET AJAX
 - ASP.NET MVC
 - ASP.NET Web API
 - ASP.NET and Azure

SQL Training Objectives

An acceptable curriculum for SQL will understand how to communicate with relational databases through SQL. And how to manipulate data and build queries that communicate with more than one table.

- Relational Database Basics
- Simple SELECTs
- Advanced SELECTs
- Subqueries, Joins and Unions
- Conditional Processing with CASE
- Use SQL with Oracle databases (PLSQL)
- Use SQL with IBM databases

Oracle Database Administration Training Objectives

- Understand Oracle Database and DBCS architecture
- Install, configure, and deploy Oracle 19c environments
- Manage users, security settings, and auditing policies
- Perform backup and recovery operations using RMAN
- Monitor performance and move data across systems efficiently
- Overview of Oracle Cloud Infrastructure (OCI)
- Provision and manage DBCS instances
- Install software using OUI
- Configure initialization parameters
- Create and configure databases
- Manage users, roles, and privileges
- Implement profiles and password policies
- Configure auditing settings and review logs
- Understand backup strategies
- Use RMAN for full and incremental backups
- Perform database recovery

- Use Data Pump for import/export
- Move data with SQL*Loader
- Implement transportable tablespaces
- Monitor with AWR and Enterprise Manager
- Identify performance issues
- Tune SQL and manage memory

Oracle System Administration Training Objectives

- Configure a Weblogic Server clustered domain with Oracle Fusion Middleware Infrastructure components
- Extend the WebLogic Cluster with Oracle SOA Suite 12c
- Deploy, test, and troubleshoot SOA composite applications
- Monitor and take action to tune Oracle SOA Suite 12c, the Oracle Database, and SOA Suite components for optimal performance
- Configure a Load Balancer for servicing client requests
- Integrate an LDAP Server for authorization and authentication
- Extend the Weblogic Domain to include Oracle Enterprise Scheduler Service
- Plan and design an Enterprise Deployment SOA architecture
- Create Oracle Database schemas for Oracle Fusion Middleware products
- Install Oracle Fusion Middleware Infrastructure 12c software
- Install Oracle SOA 12c software

Oracle Enterprise Manager Cloud Control Training Objectives

- Use the job system to create and manage jobs to automate commonly performed tasks
- View, search and compare configurations
- Manage targets patching
- Explain compliance policies and evaluate policy violations
- Use BI Publisher to generate custom reports
- Navigate and monitor the overall health of your Cloud Control system
- Setup targets monitoring, alerts and notifications
- Organize targets and groups

Bids will be evaluated on the following basis:

- Pass/Fail on meeting minimum specifications. Bids not meeting DRB's specification needs may not be considered.
- Total cost: DRB will award the bid to the bidder with the lowest total cost that meets or exceeds the minimum specifications.

SEC. 2.03 CONTRACT TERM

The length of the contract will be from the date of award, approximately July 1, 2026, through June 30, 2029, with the option to renew for two one-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

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

SEC. 2.04 CONTRACT TYPE

This contract is a firm fixed price contract.

SEC. 2.05 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Administration or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

SEC. 2.06 ELECTRONIC PAYMENTS

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

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

SEC. 2.07 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Administration, Division of Retirement and Benefits.

SEC. 2.08 PRICE DECREASES

During the period of the contract all price decreases experienced by the contractor **must be passed on to the state**. The state may request the same documentation as required for price increases on each anniversary date

of the contract. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered a breach of contract, and may be cause for termination of the contract.

SEC. 2.09 ALTERATIONS

The contractor must obtain the written approval from the procurement officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the procurement officer.

SEC. 2.10 SOFTWARE EDITION OR VERSION

Unless otherwise specified the software used in the training courses must be the latest edition or version. If during the **90-calendar day period** that the vendor must hold the Bid Price firm, a new edition or version is available, the bidder must provide that newest edition or version at Bid Price.

SEC. 2.11 CONTRACT PRICE

Bidders must provide a **Per Student Per Day Rate** for all services requested under this ITB and the resulting contract.

SEC. 2.12 CONTRACT PERFORMANCE LOCATION

The state WILL NOT provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

SEC. 2.13 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. 2.14 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.15 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.16 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. 2.17 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. 2.18 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. 2.19 CONTINUING OBLIGATION OF CONTRACTOR

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

SEC. 2.20 BILLING INSTRUCTIONS

The state will make payment upon receipt of certified invoices after each session of instruction **that documents:**

- Class Title (Course Given)
- Number of Days/Hours of Training
- List of Participating Students (Last Name, First Name, Department, Title/Position)
- Order Document Number (e.g. Delivery Order, Purchase Order)

Training sessions that are provided in partial will be **prorated based on the Per Student Per Day Rate. 7 HOURS equals ONE DAY of training.**

All invoices must receive approval from the Project Director prior to payment. Invoices for all agencies utilizing this contract must include a CC to the Division of Retirement and Benefits (DRB) Administrative Officer or appointed DRB representative when submitted for payment in order for DRB to track the total spend of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency. Question concerning payment must be addressed to the ordering agency in writing.

SEC. 2.21 SERVICE CONTRACT DEFICIENCIES

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

If a deficiency is not corrected within 7.5 working hours from the time it is issued, the state may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the state for the amount required to correct the problem.

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

SEC. 2.22 DELIVERY REQUIREMENTS

The contractor awarded is responsible for ensuring the delivery of all items ordered throughout the terms of the resulting contract. If at any point during the terms of the contract there is a discrepancy the ordering agency will issue a Service Deficiency Claim (SDC) to the contractor as described in the **Service Contract Deficiencies** section of the ITB.

SEC. 2.23 ESTIMATED ANNUAL USE

Orders will be issued throughout the contract period on an as-needed basis.

SEC. 2.24 ORDER PLACEMENT

During the term(s) of the contract, the state will have the option to place orders via telephone, email, fax, or mail. All training request quotes must include a CC to the DRB Administrative Officer or other appointed DRB representative in order to confirm adequate contract authorization is available. The contractor or the state may also establish additional methods and procedures to place orders electronically, which the state may use at its discretion in addition to other established methods.

SEC. 2.25 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 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. 2.26 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. 2.27 INSURANCE

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

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

Proof of insurance is required for the following:

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

SECTION 3. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

Bidders shall use the front page of this ITB, the Bid Submission Cover Sheet, and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government and certifies that programs, services, and activities provided to the general public on behalf of the state under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 3.02 PRICES

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

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

SEC. 4.02 APPLICATION OF PREFERENCES

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

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

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;

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

Alaska Bidder Preference Certification Form

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

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 4.05 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

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

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry

training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or

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

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

Alaska Military Skills Program Preference Certification

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

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

SEC. 4.06 EMPLOYMENT PROGRAM PREFERENCE

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

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

SEC. 4.07 ALASKANS WITH DISABILITIES PREFERENCE

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

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

SEC. 4.08 PREFERENCE QUALIFICATION LETTER

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

SEC. 4.09 EXTENSION OF PRICES

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

SEC. 4.10 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder. To be considered responsive, bidders must bid on all items. To be eligible for an award, a bidder must meet the minimum requirements specified on **Sec 1.04 of this ITB**, the terms and conditions herein, satisfy the certificate specifications, and offer the lowest price.

Failure to complete all portions of the Bid Schedule **may cause the state to consider the bid non-responsive and reject the bid. All contractor costs must** be included in the contractor's bid price, including but not limited to; labor, profit, overhead, supplies, client software, salary, contractor employee costs, long distance charges, and applicable taxes.

RESPONSIBILITY: The state expects to award a contract to the bidder whose bid is responsive, responsible and the most advantageous as determined by the state in its sole discretion. In determining responsibility and as allowed in 2 AAC 12.500; the state reserves the right to request supplementary information to assure prospective contractors have a satisfactory record of performance, are qualified legally to contract with the state, and have supplied all necessary information in connection with an inquiry concerning responsibility. Additionally, the state reserves the right to require prospective contractors to demonstrate they have the necessary financing, equipment, facilities, expertise, and personnel to meet the minimum requirements of this ITB.

SEC. 4.11 NOTICE OF INTENT TO AWARD

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 5.03 AUTHORITY

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

SEC. 5.04 COMPLIANCE

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

SEC. 5.05 SUITABLE MATERIALS, ETC.

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

SEC. 5.06 SPECIFICATIONS

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

SEC. 5.07 ORDER DOCUMENTS

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

SEC. 5.08 HUMAN TRAFFICKING

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

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

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

SEC. 5.09 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it is determined to be in the state's best interest.

A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.11 DISCLOSURE OF BID CONTENTS

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

1. All Records belong to the state.
2. The state has sole discretion regarding whether to return any Record. In exercising this discretion, the state will comply with all Laws.
3. Unless a notice of intent to award is issued, the state will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If, and when a notice of intent to award is issued, the state will consider nonconfidential any Record unless, at the time of submission, the bidder undertook the following protective measures:
 - a. marked information confidential;
 - b. for any information marked confidential, identified the authority that makes that specific information confidential; and

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

SEC. 5.12 ASSIGNMENTS

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

SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 5.14 DEFAULT

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

SEC. 5.15 DISPUTES

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

SEC. 5.16 SEVERABILITY

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

SEC. 5.17 CONTRACT CANCELLATION

- 1) The state reserves the right to cancel the contract at its convenience upon **90** calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

SEC. 5.18 GOVERNING LAW; FORUM SELECTION

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

SEC. 5.19 QUALIFIED BIDDERS

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

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

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

SEC. 5.20 FEDERALLY IMPOSED TARIFFS

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

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

SEC. 5.21 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Bid Submission Cover Sheet and Alaska Bidder Preference Certification Form (six pages);
- 2) Bid Schedule including Demonstrated Training Experience (three pages);
- 3) Standard Contract Form with Appendices A – D (nine pages);
- 4) ITB Bidder’s Checklist (one page).