



STATEWIDE ELECTRICAL SERVICES

NON-MANDATORY FOR STATE AGENCIES

AVAILABLE TO POLITICAL SUBDIVISIONS

The Department of Administration, Office of Procurement and Property Management (OPPM) has established contracts for electrical services for state-owned and state-leased buildings in each of the seven defined zones below for various electrical repairs and installation services on an as-needed basis. The contracts are **non-mandatory** for all executive branch state agencies. All other State of Alaska governmental entities may purchase from the contracts resulting from this contract such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and State of Alaska political subdivisions – cities, boroughs and school districts. Federally recognized tribes and federal agencies may also use these contracts.

Contract No. 2024-0200-0029

Original Contract Term: July 1, 2023 through June 30, 2025 (with renewals through June 30, 2029)

Renewed: July 1, 2025 – June 30, 2027

Renewals Remaining: (One) 2-year renewal

IMPORTANT NOTICE WHEN USING THE CONTRACT:

CONTRACTOR SELECTION PROCESS:

1. Ordering entity will make a request for written “not to exceed” quotes from a minimum of two of the three awarded vendors (unless no more than one vendor has been awarded in the zone, at which case the two-quote minimum does not apply). Ordering agencies are encouraged to get quotes from all awarded vendors for a zone.
 - a. All awarded vendors have indicated they are willing to provide services outside the awarded zone. In situations where there is a need for services outside the awarded zone (remote areas for example), ordering agencies should request multiple quotes from the awarded vendors, generally from the zones that most closely align with the outside area.
2. Ordering entities will provide vendors with a minimum of 7 days for the above-mentioned quotes (emergency work is exempt from the 7-day minimum).
3. The ordering entity must select the lowest priced quote received. New quotes must be obtained following this process for each new project not originally included in any quote previously provided. Labor rates must remain fixed based on contract pricing, while material prices will remain variable and subject to competition.

NOTE: Please provide the contract number, ordering agency name, and agency contact when requesting quotes for services from a Contractor to ensure you receive the contract prices listed below. Failure to provide the contract number and the purchasing agency when requesting a quote may result in quotes with retail prices that cannot be converted into discounted contract prices after the fact.

For state owned or leased building, employees must ensure they are ordering under the proper delegated authority, and hold a warrant certificate from the DOT&PF for construction activities if required, to request quotes under this contract.

For additional information regarding this contract, please contact the Statewide Contracting Office at:

**State of Alaska
Office of Procurement and Property Management (OPPM)**






doa.oppm.coe@alaska.gov

1. Northern Zone				High Voltage Work		
Company	Hourly Rate	Overtime Rate	Emergency Rate	Hourly Rate	Overtime Rate	Emergency Rate
Alcan Electrical & Engineering	\$108.00	\$ 142.98	\$ 177.95	\$ 216.01	\$ 285.95	\$ 355.90
2. Central Zone				High Voltage Work		
Company	Hourly Rate	Overtime Rate	Emergency Rate	Hourly Rate	Overtime Rate	Emergency Rate
Alcan Electrical & Engineering	\$108.00	\$ 142.98	\$ 177.95	\$ 216.01	\$ 285.95	\$ 355.90
Consolidated Contracting & Engineering, LLC (CCE)	\$105.40	\$ 142.21	\$ 149.27			
Fullford Electric (formerly Wired AK LLC)	\$115.96	\$ 149.76	\$ 183.54			
3. Mat-Su Valley Zone				High Voltage Work		
Company	Hourly Rate	Overtime Rate	Emergency Rate	Hourly Rate	Overtime Rate	Emergency Rate
Alcan Electrical & Engineering	\$108.00	\$ 142.98	\$ 177.95	\$ 216.01	\$ 285.95	\$ 355.90
4. Kenai Peninsula Zone				High Voltage Work		
Company	Hourly Rate	Overtime Rate	Emergency Rate	Hourly Rate	Overtime Rate	Emergency Rate
No bids provided for this zone	N/A	N/A	N/A	N/A	N/A	N/A
5. Capital Zone				High Voltage Work		
Company	Hourly Rate	Overtime Rate	Emergency Rate	Hourly Rate	Overtime Rate	Emergency Rate
Alaska Electric	\$128.00	\$ 168.00	\$ 188.00			
Alcan Electrical & Engineering	\$108.00	\$ 142.98	\$ 177.95			
Chatham Electric	\$126.08	\$ 156.33	\$ 186.59			
6. Ketchikan Zone				High Voltage Work		
Company	Hourly Rate	Overtime Rate	Emergency Rate	Hourly Rate	Overtime Rate	Emergency Rate
Chatham Electric	\$126.08	\$ 156.33	\$ 186.59	\$ 156.33	\$ 251.14	\$ 280.39
7. Sitka Zone				High Voltage Work		
Company	Hourly Rate	Overtime Rate	Emergency Rate	Hourly Rate	Overtime Rate	Emergency Rate
Alcan Electrical & Engineering	\$108.00	\$ 142.98	\$ 177.95	\$ 216.01	\$ 285.95	\$ 355.90

Hourly Rates include all incidental costs such as, but not limited to, estimates, office support, insurance, tools, equipment, transportation, contractor overhead, required permits, and profit. There shall be no additional charges for basic tools, equipment and shop supplies nor for any costs associated with airfare,

lodging, meals, etc. if the work is not able to be completed by the staff permanently located within the zone. The State WILL NOT pay for travel related to work within the seven identified zones above. Additional details can be found in the "Contract Location Section" below.

Electrical Services – Contract Information

VENDOR INFORMATION		
 2024-0200-0029 (a)	Alaska Electric P.O. Box 33835 Alaska Electric, AK 99803 Email: Chris@AlaskaElectricLLC.com Website: https://alaskaelectricllc.com/	Contact Person: Chris Harmon Phone: (907) 988-8080 Emergency: (907) 209-2105 Alt. phone: (907) 321-3763 Fax Number: N/A
 2024-0200-0029 (b)	Alcan Electric 6670 Arctic Spur Road Anchorage, AK 99518 Email: support@alcanelectric.com or jhale@alcanelectric.com Website: www.alcanelectric.com/	Contact Person: Jesse Hale Phone: (907) 563-3787 Emergency: (907) 563-3787 Fax Number: (907) 562-6286
 2024-0200-0029 (c)	Consolidated Contracting & Engineering, LLC 2440 E Tudor Rd #1139 Anchorage, AK 99507 Email: consolidatedconeng@Gmail.com or gdstewart@gci.net	Contact Person: Greg Stewart Phone: (907) 382-5090 Emergency: (907) 277-2966 Alt. Phone: (907) 529-2402 Fax Number: (907) 278-4972
 2024-0200-0029 (d)	Chatham Electric 2457 Brandy Lane Juneau, AK 99801 Email: dawn@chathamelectric.com or nick@chathamelectric.com Website: https://chathamelectric.com/	Contact Person: Dawn Tucker Phone: (907) 789-9899 Emergency: (907) 209-4048 Alt. Phone: (907) 344-3436 Fax Number: (907) 789-6954
 2024-0200-0029 (e)	Fullford Electric, Inc. (formerly Wired AK) 303 E. Van Horn Rd Fairbanks, AK 99701 Email: bhumphrey@fullfordelectric.com or amcculloch@fullfordelectric.com Website: https://fullfordelectric.com/	Contact Person: Brian Humphrey Phone: (907) 978-0636 Alt. Contact: Alex McCulloch Alt. Phone: (907) 978-2628

CONTRACT INFORMATION

CONTRACT TERM

CONTRACT PERIOD: The initial term for the resulting contract will be from date of contract award, (approximately July 1, 2023) through June 30, 2025, with the option to renew for two additional, two-year terms at the state's sole discretion, through June 30, 2029. Terms and conditions of the resulting contract will continue to apply after contract expiration date for all orders issued prior to the contract expiration date but work is not yet completed at the time of expiration.

CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of **Administration**, OPPM.

CONTRACT FUNDING

The Department of Administration, OPPM, estimates historical usage of approximately \$675,000 of tracked spend on the contract that is expiring, with additional unreported spend through other entities that use the contract unknown. Future use is uncertain, as there are factors that could result in more or less contract usage in the upcoming contract term.

Unless otherwise provided in this ITB, the state and the successful bidder/contractor 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 written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

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 for the amendment and issued a written contract amendment.

SUBCONTRACTORS

Amendment One replaced the language:

“Subcontractors will not be allowed.”

To now read

“Non-electrical subcontractors needed to complete the scope of work are allowed.”

JOINT VENTURES

Joint ventures will not be allowed.

CONTRACT PERFORMANCE LOCATION

LOCATION OF WORK: The Location(s) work is to be performed are **within the following seven (7) zones:**

- 1) Northern Zone – Includes Fairbanks and all the surrounding communities accessible by roadway within a 40-mile radius of Fairbanks.
- 2) Central Zone – Includes Anchorage and all the surrounding communities that are accessible by roadway within a 40-mile radius of Anchorage. Areas on the Mat-Su Valley side of the Knik River Bridge and the Kenai Peninsula side of Turnagain Arm are excluded from this zone.
- 3) Mat-Su Valley Zone – Includes all the cities and towns in the Matanuska-Susitna Borough that are accessible by roadway within a 40-mile radius of Wasilla. Areas on the Anchorage side of the Knik River Bridge are excluded from this Zone.
- 4) Kenai Peninsula Zone – Includes Kenai and all the surrounding communities accessible by roadway within a 40-mile radius of Kenai. Areas on the Anchorage side of Turnagain Arm are excluded from this Zone.
- 5) Capital Zone – Includes any area on the road system within the city and borough of Juneau.
- 6) Ketchikan Zone – Includes any area on the road system within the Ketchikan Gateway Borough.
- 7) Sitka Zone – Includes any area on the road system within the City and Borough of Sitka

Bidders must have a physical location (street address) with staff permanently located within each zone in order to bid on that zone. **Bid prices for work in the zone must take into account any additional costs associated with airfare, lodging, meals, etc. if the work is not able to be completed by the staff permanently located within the zone. The State WILL NOT pay for travel related to work within the identified zones above.**

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

Contractors will be responsible for servicing all participating purchasing entities within the location of the award.

Work outside the seven identified zones:

There may be occasions when a purchasing entity may request a quote for electrical services outside of the seven (7) defined zones. Contractors willing to perform services outside the defined zones must indicate on the Attachment 1 - Bid Submission Cover Sheet.

If the work request is outside of the seven (7)) zones, the governmental agency will request a “not to exceed” written quote from the Contractor for a specific scope of work which may include but not limited to: labor (at the prevailing rates offered herein) materials, licensing, permits, insurance, parts, equipment, and travel to and from the remote location. Contractor shall be required to use the same hourly labor rates as offered in the ITB relating to the nearest zone to that work.

The state will reimburse for approved travel, lodging, transportation and per-diem associated with the project. Per-diem will be paid at State of Alaska Per Diem Rates. The contractor will provide documentation supporting any travel and transportation claims to the state. All travel and travel-related expenses must be preapproved in writing by the purchasing agency, not to exceed the actual costs. The Contractor will not be reimbursed for any travel or transportation expenses not preapproved in writing by the purchasing agency.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor 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.

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.

SCOPE OF WORK AND SPECIFICATIONS

- Installing and/or relocating new or existing electrical services, including fire alarm systems, rewiring/upgrading electrical panels, installing meter bases, replacing breakers, rewiring buildings, facilities, installing/relocating service outlets and light fixtures, installing new equipment services, emergency power panels and disconnects, surveillance cameras, DDC system, automated key card, lighting systems, electrified signage;
- Trouble shooting electrical circuits, instrumentation and control circuits and development of repair means and methods for a wide variety of electrical systems;

- Verifying or locating the origin of power sources when modifying or relocating existing electrical systems;
- Configuring, installing and testing communication data ports and Category (CAT) 5E & CAT 6 wiring for computer systems;
- Electrical engineering preparation design drawings of specifications used to obtain required permits; and,
- Other electrical work as described by the user agency.

The Contractor shall provide all materials and labor necessary to perform maintenance, repair, renovations, installation or alteration of electrical systems including power, lighting, electrical related fixtures and any and all other components per drawings and specifications which will be provided by the agency. Work may be performed on the exterior or interior of buildings.

1. **WORKMANSHIP AND MATERIALS:** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance and inspections. Service, maintenance and inspections that are improperly done will be done over, by the contractor, at the contractor's risk and expense.

Contractors are responsible for meeting and complying with all federal, state, and local laws, regulations, industry standards, codes, licenses and permits required to perform the services of this contract. Contractors must comply with Little Davis-Bacon wage rates when required, for projects greater than \$25,000.

The Little Davis-Bacon Act (LDBA) is a set of state laws in title 36 that establish minimum wage and associated requirements for labor on public construction contracts awarded by the State of Alaska or a political subdivision of the state. The minimum wage (also known as the prevailing wage) is applicable to construction-related workers. The Alaska Department of Labor and Workforce Development (DOLWD) publishes the prevailing minimum wages twice a year at their Division of Labor Standards and Safety website. The contractor must comply with the requirements noted within the DOLWD packet entitled, "Laborers' & Mechanics' Minimum Rates of Pay." (Pamphlet 600). Currently this can be obtained from the Department of Labor at: <http://labor.alaska.gov/lss/pamp600.htm>

For work awarded by the purchasing agencies that exceeds \$25,000, the Contractor shall pay the current prevailing rate of wages as per AS 36.05.010. The contractor shall file certified payroll with the DOLWD and with the purchasing agency for all work performed on the project.

Before beginning work, the contractor shall file a Notice of Work with DOLWD and pay any/all required fees. After finishing work, the contractor shall file a Notice of Completion with DOLWD and pay any/all additional fees required by increases in the final contract amount.

2. **WARRANTY:** The work provided under this contract shall be guaranteed to be free from defects in material and workmanship for a period of two (2) years commencing upon the date of final payment of each project. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the state. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state's rights under this warranty clause will be considered null and void. The state is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

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

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

3. **RESPONSE TIME:** Contractor shall meet or exceed the following minimum response times for the specified response levels. If an emergency request is made by the user agency that requires an immediate service response, Contractor shall make all reasonable efforts to respond as needed.

Response Level	Call Back Response	Service Response	Definitions
1 – Emergency	¼ hour	1 hour	An “Emergency” service shall be defined as such a situation that would involve an operational or other program function that potentially threatens the health and safety of persons, the destruction of property, or the ability of the agency to perform necessary operations.
2 – Critical	1 hour	4 hours	A “Critical” service call shall be defined as any service for thermal comfort, normal operations, critical occupancy, necessary services or operational necessity, or event service.
3 – Routine	48 hours or less	As negotiated with agency	Scheduled repairs, maintenance or event set-up.

4. **WRITTEN QUOTES:** Contractor will perform a site visit (if requested) and prepare a “not to exceed” written quote. These estimates shall include the estimated number of hours, hourly rate, number and type of employees required, estimated material cost and completion date. Site visit and quotes shall be provided within seven (7) working days after notification of requesting agency. Failure to provide information within stated timeframe may force the agency to seek services elsewhere. Repetitive failure to respond may result in cancellation of contract. There will be no charge for written quotes requested by the state whether or not the work is performed.

Unforeseen or unknown repairs will be mutually agreed upon by the Contractor and the agency, and a written change order will be issued. The Contractor shall submit a written estimate for the extra work to the agency on a Time and Materials basis using Contract pricing. The purchasing agency shall not pay for additional work if the Contractor performs the work without the Agency’s approval. Contractors must notify using agencies immediately of delays of any kind.

5. **WORK HOURS AND DELIVERY OF MATERIALS:** It shall be the Contractor’s responsibility to see that tools, equipment, and materials are delivered within or adjacent to the work area as specified by the agency. In the interest of clarification, the following definitions shall apply to this contract:

Regular Hours:

- Monday through Friday, 8:00 A.M. – 5:00 P.M.

Overtime Hours (including weekends and holidays as observed by the State):

- Monday through Friday, 5:00 p.m. – 8:00 a.m.
- Weekend Hours: Saturday and Sunday, any hour day or night.

Holidays - In the State of Alaska, legal holidays occur on:

- 1) New Years Day - January 1
- 2) Martin Luther King's Birthday - Third Monday in January
- 3) President's Day - Third Monday in February
- 4) Seward's Day - Last Monday in March
- 5) Memorial Day - Last Monday in May
- 6) Independence Day - July 4
- 7) Labor Day - First Monday in September
- 8) Alaska Day - October 18
- 9) Veteran's Day - November 11
- 10) Thanksgiving Day - Fourth Thursday in November
- 11) Christmas Day - December 25
- 12) Every day designated by public proclamation by the President of the United States, or the Governor of the state as a legal holiday.

The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damage during this contract shall be repaired or replaced to the satisfaction of the user agency. It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. User agency shall not assume any responsibility for vandalism or theft of materials, tools, or equipment.

6. **DEMOLITION AND DEBRIS REMOVAL:** The Contractor shall be responsible for the removal of all debris from the site and clean affected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a user agency representative, shall remove such debris and materials from agency property. All affected areas shall be restored to the original or better condition to the satisfaction of the Engineer. No additional charges will be allowed for failure to include all labor that is required for this Work. The Contractor shall provide all refuse containers for the work and be responsible to dispose offsite, all waste materials and rubbish.
7. **UTILITIES:** User agency shall make available all required utilities to the Contractor for work under this contract. This however does not include those utilities to be installed by the Contractor as a part of the scope of work or specification. Accidental interruption(s) caused by the Contractor and repair, shall be at the Contractor's expense. Planned interruptions under this contract shall be coordinated with the user agency's office at least one day in advance of the expected interruption. Testing of any audible alarms must occur after regular work hours.
8. **POTENTIALLY HAZARDOUS MATERIALS:** If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of the bid opening. The extent of use of the hazardous material may be a factor in the award of the contract. Prior to beginning any work, the Contractor will check with the agency for any known asbestos material.
9. **CODES AND STANDARDS:** Materials and installation shall comply with the latest editions of codes, laws and ordinances of Federal, State and local governing bodies and authorities having jurisdiction.

In case of differences between Building Codes, State and Federal laws, local ordinances, utility companies' regulations and the Contract Documents, the most stringent shall govern.

All work shall be done in a safe manner and comply with all governing regulations concerning safety. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used. All work being performed for and/or on user agency property shall fully conform to all local, state, and Federal safety regulations.

10. **TEMPORARY SUSPENSION OF WORK:** During the progress of any work, the Contractor may suspend work via written permission of the user agency wholly or in part, for such period or periods as the user agency may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable progression of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the public unnecessarily, nor become damaged in any way, and they shall take every precaution to prevent damage or deterioration of the work already performed. When conditions warrant resumption of work on the project, the Contractor shall notify the user agency 24 hours in advance and shall proceed with the work only when and if authority is granted by the user agency. Any work performed without approval by the user agency will be at the contractor's risk, and he shall be held liable for removal of any such work.
11. **SERVICE CONTRACT DEFICIENCIES:** The Contractor's failure to provide goods or 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 seven (7) working days from the time it is issued, the state may issue another SDC and procure from another Contractor, the goods or services necessary to correct the problem. The Contractor will be obligated to reimburse the state for the amount required to correct the problem.

If a Contractor gets more than two (2) substantiated SDCs in a 30-day period or a total of five (5) substantiated SDCs in a 90-day period, the State may declare the Contractor in default and cancel or suspend for a period of time, their contract award.

12. **CONTRACT PRICING: Man-hours paid under this contract shall be only for hours at the job site.** Hourly rates entered on the Bid Schedule must include all incidental costs such as, but not limited to, estimates, office support, insurance, tools, equipment, transportation, contractor overhead, required permits, and profit. There shall be no additional charges for basic tools, equipment and shop supplies.

Material prices will be paid for at the cost quoted in the written "not to exceed" quote. Vendor has the responsibility to provide needed materials at the lowest cost. Documentation is required for all costs related to materials.

Rentals of trucks, lifts, power scaffolds, digging equipment and major specialized tools is permissible when required and agreed upon by both parties. The cost of all rentals shall be paid at the cost quoted on the written "not to exceed" quote.

13. **CLAIMS:** Any act or occurrence, be it a result of an emergency, differing site condition or change order, which may form the basis of a claim for a price or time adjustment, must be reported immediately to the Procurement Officer administering this contract at the time of the act or occurrence.
14. **ASSIGNMENTS:** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of

General Services. Bids that are conditioned upon the state’s approval of an assignment will be rejected as nonresponsive.

15. **BACKGROUND CHECK:** All Contractors and their employees who will be in state owned buildings must have a background check at the contractor’s expense. Background checks are required only for state-leased buildings (as requested) and the following buildings:

Juneau: <ul style="list-style-type: none"> Alaska Office Building Alaska State Museum Archives Building Community building Court Plaza Building Dimond Courthouse Public Safety Building State Office Building Capital Building, 3rd floor Governor’s Mansion (procedure process and forms are different) 	Anchorage: <ul style="list-style-type: none"> Atwood Building Linny Pacillo Parking Garage
	Fairbanks: <ul style="list-style-type: none"> Regional Office Building
	Ketchikan: <ul style="list-style-type: none"> State Office Building
	Palmer: <ul style="list-style-type: none"> State Office Building

16. **BACKGROUND CHECK PROCEDURE:**

- Each person performing work on site under this contract (including Contractor’s project managers and/or job foreman) are required to obtain a background check through the Department of Public Safety by the Contractor requesting for Criminal Justice Information from the record subject name check (presently the fee for processing is \$20 for a single copy).
- The Contractor shall pay all associated processing fees which may be in the form of a personal check, cashiers’ check or money order made payable to the Department of Public Safety.
- The Contractor shall tender to the Contracting Officer/Project Manager listed on the solicitation document a copy of the Background Check reports for each individual for acceptance or denial at the sole discretion of the Division of General Services Leasing and Facility Manager prior to commencement of any work at the site. The background checks shall remain confidential.
- The Contractor may request the background check directly with the Alaska Department of Public Safety.
- The Contractor shall be advised that the background checks may take longer than a week to obtain from the Department of Public Safety.
- The Contracting Officer will advise the Contractor of acceptance or denial for each individual to work on this project within 48 hours of submittal.
- Background checks are good for a period of one year from the date of acceptance. The Contractor is responsible for obtaining replacement background checks for each person performing work on site under this contract annually at the Contractor’s expense.
- An alternative to Agency contractors obtaining background clearance is for the Contractor to be escorted by an Agency employee the entire time while on state property at the Agency’s discretion.

The name of the Agency employee providing the escort must be provided to DGS during the construction approval process.

F.O.B. POINT

The F.O.B. point for this ITB will vary by zone and include any areas within one of the seven defined zones. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state. The cost of shipping and delivery within any of the seven defined zones is to be included in the bid price. There will be no additional charge for shipping and delivery within these seven zones.

For work outside the defined zones, the contractor will be required to prepare the items for shipping from the nearest defined zone and to ship them to the ultimate destination specified in the state's order. The contractor will be required to prepay the freight charges from the F.O.B. point to the ultimate destination. The contractor may charge-back the freight charges from the F.O.B. point to the ultimate destination as a separate item on the state's invoice. These costs must be billed as a pass-through charge. The contractor takes responsibility for all items during transport.

SHIPPING DAMAGE

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

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.

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.

ESTIMATED QUANTITIES

The quantities referenced in this ITB are sample representative lots and are only for the purpose of evaluation. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

CONTRACT PRICE ADJUSTMENTS

A contract resulting from this ITB will include the following price adjustment clause:

Price Adjustments:

The contractor or State may request price adjustments, no sooner than 12 months from the Master Agreement execution date), and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. Requests must be in writing and must be received 30 days prior to the contract renewal date.

- A. If the contractor or state fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state or contractor receives their written request.
- B. 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.
- C. 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 2023) and each (July through December six-month average) thereafter. The percentage difference between those two 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 contract amendment issued by the procurement officer.
- D. Approval for all price increases is dependent upon full compliance with the terms of the contract including reporting requirements.

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.

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”, “contracting agency”, and “purchasing entity” 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.

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.

MANDATORY REPORTING

Contractor must submit quarterly reports to doa.oppm.vendorreport@alaska.gov and "Cc" the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter: July 1 through September 30

Second Quarter: October 1 through December 31

Third Quarter: January 1 through March 31

Fourth Quarter: April 1 through June 30

Administrative Fee:

Effective upon final signature, the Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated amount equal to **1.5%** of the net sales for the quarterly period.

- a) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- b) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Office of Procurement and Property Management
PO Box 110214
Juneau, AK 99811-0214

- c) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.
- d) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- e) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

- f) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

CONTRACT INVOICING AND PAYMENTS

BILLING INSTRUCTIONS

Itemized invoices must be sent to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. Questions concerning payment must be addressed to the ordering agency. All invoices produced by the contractor must contain the following information at a minimum:

1. **Actual hours worked at labor rates quoted;**
2. **Charges for any materials (including any required documentation)**
3. **A complete description of work performed, location, and date;**
4. **Reimbursable travel and transportation expenses with documentation to support reimbursement claims for work provided outside the seven zones; and (if applicable),**
5. **Copy of original written quote (upon request).**

INVOICE DISCREPANCIES: Invoice verification will be routinely performed on contract pricing to assure contract compliance. Overcharges shall be credited to individual agency accounts by the Contractor within 30 days of notification. In the case of frequent discrepancies, or at the reasonable request of the state, the Contractor will be required to perform an item-by-item audit to correct all pricing errors. Repeated cases of invoice errors may cause the contract to be terminated.

PAYMENT FOR STATE PURCHASES

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. 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.

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

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.