**ITB Shell**

**User Guide – Instructions to Procurement Officers**

**Revised March 7, 2024**

This guide was created to be used side-by-side with the ITB Shell. Instructions on the following pages are listed Section by Section, for ease of use.

Word choices in a section are in red, capital, bold print. For example, **WILL / WILL NOT**. You must make the choice and then enter the word in regular style print, for example, “will not.”

Items that must be replaced by the procurement officer are identified like this: **NAME** or **NUMBER**. You should provide the correct name or number and enter that information in regular style print. To change formatting from **THIS** to this, simply highlight the words and select “Normal” from the styles bar in the Word Home ribbon.

Places where the procurement officer must make a choice between one set of language, or another are formatted like the below:

This is the first language choice. This says a bunch of stuff about one way to do things.

OR

This is the second language choice. This says a bunch of other stuff about another way to do things.

Choose which piece of language you’d like to go with, edit as applicable, and remove the “OR” and the unused piece of language.

Things for the procurement officer to DOUBLE CHECK are also formatted LIKE THIS, for instance double check SECTION references in the final document if you’ve added, removed, or otherwise reorganized the ITB that resulted in renumbering of the sections.

Lastly, remember to update the TABLE OF CONTENTS before finalizing the document. To do this:

1. right click,
2. select update fields,
3. Select “update entire table,” and
4. click ok.

**TIPS**

* This template uses styles throughout. Anything formatted with a Heading style will show up in the Table of Contents in a hierarchical order, i.e., Heading 1 will appear as “Section 1…”, Heading 2 will appear underneath that as “Section 1.01…”, and so on.
* You can easily change this Fill IN style to this normal style after you’ve made your changes by selecting the desired word(s) and clicking “Normal” in the style selector under Microsoft Word’s Home ribbon at the top of the page in the toolbar.
* You can select all instances of a particular style by right-clicking on the style in the Home ribbon and clicking on “Select All XX Instance(s)”. For example, you can use this feature to select all instances of the FILL IN style to ensure you have addressed them all.

**ITB COVER PAGE**

Enter the title of your ITB, the ITB number, and the Issue Date, which is the date you will be posting it on the Online Public Notice (OPN) website.

Enter a brief summary of the ITB purpose. This should be a one sentence summary, giving a high-level overview. You don’t go into detail here. Details will be listed in Section 2 of the ITB.

Enter your department name, division name, your name, phone number and email address.

Go into the header of the second page and enter the ITB number and title in the right-hand top corner of the page.

**SECTION 1. INTRODUCTION & INSTRUCTIONS**

Sec. 1.01 – Purpose of the ITB

Enter the appropriate information. Remember to keep this brief, mirroring the purpose on the cover page. You will give a more detailed description, including the scope of work in Section 2.

Sec. 1.02 – Budget

Revise this section or delete as needed. Choose your appropriation statement as needed; delete the statement not used.

Please note: If a contract is expected to cross fiscal years, you **must** include an appropriation statement in this Section.

Sec. 1.03 – Deadline for Receipt of Bids

Enter the appropriate information for the time and date of the deadline.

The deadline should be at least 21 days after the posting date of the ITB.

Note: There are rare exceptions when an ITB posting may be shortened. In such cases, a written determination must be made to the file (AS 36.30.130), and the ITB must be posted for at least 10 days, to allow for vendor review (Sec. 1.05) and/or vendor protest of the solicitation (Sec. 5.25).

Per AS 36.30.565, “…If a solicitation is made with a shortened public notice period and the protest is based on alleged improprieties or ambiguities in the solicitation, the protest must be filed before the due date of the bid or proposal.”

If that is the case, the language (in Sec. 1.05 and Sec. 5.25) may be modified to reflect this (See examples below).

Example Sec. 1.05. … *Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer prior to the deadline for receipt of bids.*

Example Sec. 5.25. … *If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer prior to the deadline for receipt of bids.*

Sec. 1.04 – Prior Experience

Revise this section or delete as needed. Choose one of the two options listed in this section. If choosing the second option:

* Provide detail on the specific prior experience you require.
* State the minimum acceptable amount of time.

Remember: there must be some way for third-party independent verification of the experience you ask for.

* Be careful about what you ask for as you may set requirements so high that you disqualify good potential contractors, which opens your solicitation up for protest.
* Specifications such as prior experience may not be unduly restrictive per AS 36.30.060(c). Make sure that you have a reasonable basis for this and all other specifications.

The last sentence in this section needs to be included if using option 2 and should not be altered. However, the last sentence may be deleted if you are not listing any prior experience requirements.

Sec. 1.05 – Required Review

This section must not be altered or deleted unless you are shortening the posting period to 10 days. In that case the language needs to be altered per AS 36.30.565 regarding using a shortened notice period (See example above in Sec. 1.03).

Sec. 1.06 – Questions Prior to Deadline for Receipt of Bids

This section must not be altered or deleted.

Sec. 1.07 – Site Inspection

Revise this section or delete as necessary. If revising, it is recommended you keep the language in the second paragraph regarding the contact person not answering any bidder questions. This is so all questions come through the procurement officer and no vendor receives an unfair advantage over another.

Sec. 1.08 – Return Instructions

Enter appropriate information. Revise as necessary.

If accepting proposals via email, your agency or office needs to have a procedure in place to ensure the secure and proper submission of emailed bids. This means bids should not be sent to, or be seen by, the procurement officer prior to the deadline for receipt of proposals.

Sec. 1.09 – Assistance to Bidders with a Disability

This section must not be altered or deleted.

Sec. 1.10 – Amendments to Bids

This section must not be altered or deleted.

Please note that a written determination by the Procurement Officer is required in the form of a memo to the file for all correction or withdrawal of bids (AS 36.30.160(b)).

Sec. 1.11 – Amendments to the ITB

This section must not be altered or deleted.

Please note that a written determination by the Procurement Officer is required in the form of a memo to the file for all amendments to the ITB (2 AAC 12.850).

Sec. 1.12 – ITB Schedule

Enter appropriate information. Revise as necessary. Remember, this is your best estimate of the schedule. It’s ok if, during the course of the ITB, your timeline changes as this is just an estimate. Generally, the rule of thumb is:

* Issue date – The date you post on the Online Public Notice website (OPN)
* Pre-bid conference – no more than 10 days after the issue date if posting for 21 days.

You need to leave at least 10 days prior to the closing date, to allow interested Proposers the opportunity to protest. However, if there is a shortened posting period, the interested Proposer may protest any time before the closing date of the RFP (AS 36.30.565).

* Deadline for receipt of bids/bid due date – at least 21 days after issue date.

AS 36.30.130 states a written determination to the file is required if you are limiting the circulation period to less than 21 calendar days.

* Bid evaluations complete – Allow time to evaluate bids.
* Notice of intent to award

**NOTE:** This should not be issued until after negotiations with your selected vendor. The reasoning behind this is if the NOIA is awarded the 10-day protest period begins. If the negotiations fail, a new NOIA would have to be issued and the 10-day protest period would start over again, increasing risk to the State.

* Contract Issued – at least 10 days after the NOIA is issued, to allow for the 10-day protest period (AS 36.30.565).

Sec. 1.13 – Pre-Bid Conference/Teleconference

Revise this section or delete as needed.

Any pre-bid conference that is held in person must be accessible to prospective Bidders with disabilities. This means that other accommodations must be provided if required (see Section 1.09).

If participation is by teleconference, delete the “place”, “floor”, “building”, and “city” from the first sentence of this section. Remember to include the telephone number and passcode if applicable, so interested vendors can participate.

If using Teams for your meeting, have vendors contact you if they are interested in attending and you can send them the meeting invite.

Sec. 1.14 – Alternate Bids

Revise this section as needed.

2 AAC 12.830 states, “Alternate bids or proposals are nonresponsive unless the solicitation states that such bids or proposals may be accepted.”

Sec. 1.15 – Supporting Information

This section must not be altered or deleted.

Sec. 1.16 – Firm, Unqualified, and Unconditional Offer

This section must not be altered or deleted.

**SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION**

Sec. 2.01 – Scope of Work

Enter the appropriate information. Information you provide in this section tells the Bidders what you want done.

* Provide a brief history of what brought about this need. This is the WHY.
* The Department wants WHAT?
* The location needing this is WHERE?
* The Vendor will provideWHAT?
* If applicable, the types of staff in state agencies that the Vendor will work with are WHO***.***
* Other helpful information that can be provided to the Vendor.

Be as specific and comprehensive as you possibly can. Let the Bidder know exactly what you want. List everything that you can think of, even the small things. Odds are a contractor will not give you more than what you ask for.

Don’t assume they will understand if you don’t say it. Write your scope as if you were trying to explain it to a 12-year-old child.

Sec. 2.02 – Contract Term

Choose the option you need. Delete the option not used. Enter the appropriate information.

Please note: A written determination is required before using a multi-term or multi-year contract. The procurement officer must determine in writing (1) estimated requirements cover the period of the contract and are reasonably firm and continuing; and (2) the contract will serve the best interests of the state by encouraging effective competition or otherwise prompting economies in state procurement (AS 36.30.390).

The month-to-month extension language should not be altered or deleted.

* Written “Notice of Contract Expiration” should be sent to the contractor when the contract expires.
* In order to continue a contract on a month-to-month extension, you must provide the contractor with prior written notice.
* To cancel a month-to-month extension, written notice must be provided to the contractor at least 30 days prior to the cancellation date.

Please note: Month-to-month extensions are Unanticipated Amendments and must comply with 2 AAC 12.485(d).

Sec. 2.03 - Contract Type

Identify the appropriate type of contract. There are several different types of contracts which may be suitable for your project.

Review the contract types listed below to determine which would be the most appropriate. The type of contract used is likely to have an impact on costs to the State. You should select the type of contract that will best serve the State’s needs at the most reasonable cost.

**Fixed Price Contracts**

**Firm Fixed Price**

The most common and easiest contract to administer is a firm fixed price contract. A fixed price contract is one that obligates the contractor to performance at a specified price.

**Fixed-Price Incentive**

In a fixed price incentive contract, the service provider receives an incentive for exceeding performance thresholds. A target price, ceiling price, and a profit formula are used in this type of contract. The final price is subject to a price ceiling, negotiated at the outset.

When the contractor performs below the costs stipulated in the target price, the contractor, and the State share in the savings. If costs exceed those estimated, the contractor’s profit margin declines and the price ceiling is adhered to.

The benefits of fixed-price contracts are that they come with a pricing guarantee. So long as the project doesn’t go beyond the defined scope of tasks and responsibilities, the price won’t change. These contracts typically provide a well-defined process complete with specific phases and deadlines.

**Cost Reimbursement Contracts**

**Cost Plus Fixed Fee**

Under these contracts, contractors are paid for all allowable costs plus a predetermined fixed fee. These contracts have been found to be beneficial for research and development work.

**Cost Plus Incentive Fee**

Under this type of contract, a tentative fee based on estimated costs and a target price is established. If actual costs fall below estimated costs, the contractor and State share in the savings.

The contractor can lose all or part of their fee, but they must be paid for all costs.

**Cost Plus a Percentage of Cost**

These contracts are prohibited under Statute AS 36.30.370.

Under this type of contract, the contractor receives payment for costs of the performance plus a specified percentage of such actual costs as a fee. These contracts provide no incentive for efficient and economical contractor performance and must never be used in State contracting.

**Other Types of Contracts**

**Time and Materials Contracts**

In addition to a fixed labor rate, these contracts include separate costs for materials used under the contract.

Sec. 2.04 – Payment for State Purchases

This section must not be altered or deleted.

Sec. 2.05 – Prompt Payment for State Purchases

Revise this section or delete as needed.

Depending on the industry and/or the market, prompt payment may carry more or less value than described in the default language in this section. You are encouraged to keep this language in and invite discussion around it during the Q&A period and/or the pre-bid conference/teleconference. It may also become a negotiation item with the apparent successful Bidder.

Sec. 2.06 – Contract Administration

Revise this section as needed.

Sec. 2.07 – Contract Price Adjustments

Choose an index option or delete as needed.

As the economy fluctuates due to interest rates, force majeure, etc., price adjustments can be used either by the contractor to ensure continued profit, or the state to ensure fair market price.

The use of an equitable price adjustment clause is recommended for state contracts if there is a possibility of significant economic fluctuation during the contract term. Price adjustment clauses generally encourage companies to participate in the state procurement process. The use of a price adjustment clause also allows companies to submit bid prices free of the contingencies that would otherwise be included to compensate for potential economic fluctuations.

Not all term contracts entered into by the State of Alaska require a contract price adjustment clause. In general, short-term contracts for one year or less should not include a price adjustment clause. Long-term contracts should not include a price adjustment clause unless it is unreasonable for the contractor to maintain firm pricing over the term of the contract, including any renewals.

Under some circumstances it may be appropriate to consider price decreases in the contract. Potential price decreases may be addressed by adding the following language to the price adjustment clause in the solicitation; “Price decreases will be handled in the same manner as price increase adjustments.”

Contract price adjustment clauses should be based on objective criteria and not subject to some form of negotiation process, except for unique circumstances when it is not possible to utilize the price adjustment clauses covered in this guide. Most price adjustments should be applied on an annual basis, or at the beginning of each renewal period if possible.

If using CPI:

* Enter the date through which the proposed prices must remain firm.
* Make sure to choose January through June (HALF1) OR July through December (HALF2) and fill in the base year.

If using PPI:

* Enter the date through which the proposed prices must remain firm.
* Enter the information needed in the second paragraph.

Sec. 2.08 – Contract Performance Location

Enter the appropriate information. Alter or delete the first 3 paragraphs as needed.

Paragraphs 4 – 7 must be included in all solicitations. Do not revise or delete unless a foreign waiver has been approved by the Chief Procurement Officer (AAM 81.015).

Sec. 2.09 – Third Party Financing Agreements Not Allowed

Revise this section or delete as needed. If you’re unsure whether to include this section in your solicitation, consult with your project manager/director for guidance.

Sec. 2.10 – Subcontractors

Choose the option you need. Delete the option not used.

If choosing option two, make sure to choose if the subcontractor experience will or will not be considered in determining the Offerors experience for minimum requirements.

Also, be aware that according to AS 36.30.115(a), if any subcontractor on the list did not have a valid Alaska business license at the opening of the ITB, the Bidder may not use the subcontractor in the performance of the contract and shall replace that subcontractor with a subcontractor who had a valid Alaska business license at the opening of the ITB.

The only exception to this rule is if the subcontractor will not be performing work within Alaska, then they will not be required to hold an Alaska business license.

Sec. 2.11 – Joint Ventures

Choose the option you need. Delete the option not used.

A Joint Venture is an actual business entity created by two or more parties, generally characterized by shared ownership, shared returns and risks, and shared governance. If you allow Joint Ventures, you will make payments directly and only to the Joint Venture and not to the individual companies. Most Joint Ventures are incorporated.

Joint Ventures differ from subcontractors, which are separate companies that undertake to perform either part or all the obligations of another company’s contract. So, the company you contract with, contracts with another company to perform some or all the work involved in their contract with you. They are two separate business entities.

Sec. 2.12 – Right to Inspect Place of Business

Revise this section or delete as needed.

Sec. 2.13 – F.O.B. Point

Delete this section if goods will not be purchased as a result of this solicitation.

F.O.B. does not mean free shipping. F.O.B. means Free on Board, which is a shipment term indicating the point at which a buyer or seller assumes ownership and liability for goods being transported. So, F.O.B. final destination means the vendor is responsible for the goods until they reach the final destination, if the goods are damaged during shipping, the vendor is responsible to replace the goods at no cost.

If you are ordering goods, choose the option you need. Delete the option not used.

Sec. 2.14 – Inspection & Modification – Reimbursement for Unacceptable Deliverables

Revise this section or delete as needed.

Sec. 2.15 – Equipment Inspection

Revise this section or delete as needed.

Sec. 2.16 – New Equipment

Revise this section or delete as needed.

Sec. 2.17 – Remanufactured/Reconditioned Equipment

If you are allowing bidders to offer remanufactured/reconditioned equipment, you should include this clause and delete Sec. 2.16 for new equipment.

If allowing, choose the option you need. Delete the option not used.

If you are not allowing this type of equipment, delete this section.

Sec. 2.18 – Lemon Clause

Revise this section or delete as needed.

Lemon laws are regulations that attempt to protect consumers in the event they purchase a defective vehicle or other consumer products or services, referred to as lemons, that do not meet their purported quality or usefulness.

Lemon laws apply to defects that affect the use, safety, or value of a vehicle or product. If the product cannot be repaired successfully after a reasonable number of attempts, the manufacturer must repurchase or replace it.

Note that the use of the Lemon Clause could result in higher contract prices.

Sec. 2.19 – Discontinued Items

Revise this section or delete as needed.

Sec. 2.20 – Liquidated Damages

Revise this section or delete as needed.

Liquidated damages clauses are not generally required. Make sure you will really need it before you specify it.

A written determination is required by the Procurement Officer as a memo to the file if you are going to include a liquidated damages clause in your solicitation (2 AAC 12.475).

This section must not be used by the State as a penalty clause, it is solely for receiving reasonable compensation for damages resulting from a contractor’s breach of contract.

If you decide to include a liquidated damages clause, you must indicate the amount you will be paid daily for damages received. The amount indicated must be reasonable, meaning you must have a reasonable method to determine what amount will be used. Explain how you arrived at that amount. Be specific. Specify the conditions under which you will invoke this provision.

Sec. 2.21 – Shipping Damage

Revise as needed. Delete this section if goods will not be purchased as a result of this solicitation.

Sec. 2.22 – Contract Changes – Unanticipated Amendments

This section must not be altered or deleted.

Sec. 2.23 – Continuing Obligation of Contactor

This is an ITB standard term and condition and cannot be modified or deleted without approval from the AG’s Office.

Sec. 2.24 – Billing Instructions

Revise or delete this section as needed.

Sec. 2.25 – Estimated Quantities

Choose the option you need. Delete the options not used or delete entirely as needed.

Sec. 2.26 – Warranty

Revise as needed. Delete this section if goods will not be purchased as a result of this solicitation.

Sec. 2.27 – Nondisclosure and Confidentiality

This section must be included when a Contractor might have access to confidential information such as the State’s 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 including this section in your solicitation:

* Paragraphs 1 & 2 should not be altered or deleted.
* Modify or delete paragraph 3 of this section as needed.
* Paragraphs 4 & 5 should not be altered or deleted.

Sec. 2.28 – Indemnification

This section must not be altered or deleted without prior approval from the Department of Administration, Division of Risk Management.

Sec. 2.29 – Insurance

This section must not be altered or deleted without prior approval from the Department of Administration, Division of Risk Management.

Note: In Appendix’s B1 and B2, Article 2. Insurance, subsection 2.1, Workers’ Compensation Insurance, it requires all policies to waive subrogation against the State.

The waiver of Workers Compensation subrogation sentence after the statutorily required Workers’ Compensation Insurance language within Appendix B is not in statute.  However, it is an insurance requirement within state contracts requiring contractors/subcontractors to be responsible for their own employee injuries and workers’ compensation claim cost rather than subrogating those costs to the State of Alaska.

When you receive a Certificate of Insurance, make sure the box labeled “SUBR WVD” is marked yes on the Workers Compensation line of the policy, or that there is an explanation that the waiver is included in the policy, in the “Description of Operations” box directly above the “Certificate Holder” box at the bottom of the Certificate. This is proof the Waiver of Subrogation is provided by this contractor in their insurance policy.

**SECTION 3. BID FORMAT AND CONTENT**

Sec. 3.01 – Bid Forms

This section must not be altered or deleted.

Sec. 3.02 – Bid Bond – Performance Bond – Surety Deposit

This section may be deleted or revise as needed.

Note: A Performance Bond requires a written determination by the Procurement Officer, and approval from either the Chief Procurement Officer or the Head of the Purchasing Agency (2 AAC 12.810).

Bid bonds, performance bonds, and surety deposits are not routinely required. Make sure you really need one before you require it.

If needed, the amount of a performance bond and surety deposit should be what it would cost to pay the premium cost of a replacement contract.

Sec. 3.03 – Prices

This section must not be altered or deleted.

**SECTION 4. EVALUATION AND CONTRACTOR SELECTION**

Sec. 4.01 – Evaluation of Bids

This section must not be altered or deleted.

Please note that if a bidder is found non-responsible, a written determination must be made by the Procurement Officer as a memo to the file stating the prospective contractor is not a responsible bidder (AS 36.30.360(a)).

Note: When there is only one responsive bidder, a written determination must be made by the Procurement Officer as a memo to the file stating that awarding to the bidder is in the best interest of the State and why (2 AAC 12.190).

Sec. 4.02 – Application of Preferences

This section must not be altered or deleted.

Sec. 4.03 – Alaska Bidder Preference

This section must not be altered or deleted.

Please note: The Alaska Bidder Preference is different from the Alaska Offeror Preference.

The Bidder Preference is included in all solicitations and takes 5% off the total bid/proposal price for scoring purposes only. The price of the contract, however, will reflect the actual price the vendor quoted on the solicitation.

The Alaska Offeror Preference is only offered in an RFP. It adds an additional 10% to the total evaluation points. It effects the total points but does not affect the cost that was proposed. A proposer must qualify for the Alaska Bidder Preference to receive the Alaska Offeror Preference. So, for scoring purposes only, they would get the 5% off their cost from the Bidders Preference, and an additional 10% added to their total points for the Offeror’s Preference.

Sec. 4.04 – Alaska Veteran Preference

This section must not be altered or deleted.

Sec. 4.05 – Use of Local Forest Products

Delete this section if not applicable, otherwise, this section must not be altered.

Sec. 4.06 – Local Agricultural and Fisheries Products Preference

Delete this section if not applicable, otherwise, this section must not be altered.

Please note: Agriculture encompasses crops and livestock production, aquaculture, fisheries and forestry for food and non-food products.

Sec. 4.07 – Alaska Product Preference

Delete this section if not applicable, otherwise, this section must not be altered.

Sec. 4.08 – Employment Program Preference

This section must not be altered or deleted.

Sec. 4.09 – Alaskans with Disabilities Preference

This section must not be altered or deleted.

Sec. 4.10 – Preference Qualification Letter

This section must not be altered or deleted.

Sec. 4.11 – Extension of Prices

This section must not be altered or deleted.

Sec. 4.12 – Method of Award

Choose the option you need. Delete the options not used. Revise as needed.

Note: If awarding a contract to multiple vendors, a written determination to the file is required before a solicitation is issued (2 AAC 12.920). Multiple awards may be made if award to two or more bidders of similar products is required for the State to get adequate delivery, service, or product compatibility. The solicitation must specify how the multiple contracts will be utilized by the state (see Sec. 4.13 below).

Sec. 4.13 – Contractor Selection Process

Revise this section or delete as needed.

If you intend to award to all responsive and responsible bidders, or to award multiple bidders in the same lot, you must include some sort of contractor selection criteria in the ITB. The process listed in this section is an example of an acceptable method.

If the multiple award method does not apply to this ITB, deleted this section.

Sec. 4.14 – Notice of Intent to Award

This section must not be altered or deleted.

**SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION**

Sec. 5.01 – Informal Debriefing

Revise this section or delete as needed.

Sec. 5.02 – Alaska Business License and Other Required Licenses

This section must not be altered or deleted.

Sec. 5.03 – Authority

This section is an ITB standard term and condition and cannot be modified or deleted without approval from the Attorney General’s office.

Sec. 5.04 – Compliance

This section is an ITB standard term and condition and cannot be modified or deleted without approval from the Attorney General’s office.

Sec. 5.05 – Suitable Materials, Etc.

This section is an ITB standard term and condition and cannot be modified or deleted without approval from the Attorney General’s office.

Sec. 5.06 – Specifications

This section is an ITB standard term and condition and cannot be modified or deleted without approval from the Attorney General’s office.

Sec. 5.07 – Brand Specific

Revise this section or delete as needed.

If doing a brand specific ITB, you will need to have a written determination in the file explaining why it’s in the best interest of the State to use brand specific. Per 2 AAC 12.100, A specification that limits the procurement of items to a specific manufacturer’s name or catalog number may be used only if the procurement officer determines in writing that only the identified brand name or items will satisfy the State’s needs.

If requiring brand specific, you should not have any specs in the ITB. It should be sufficient to say, “Acme brand, Model 99”. If there are options that come with that brand and model, you must list the options you want included in that bid.

Sec. 5.08 – Item Upgrades

Revise this section or delete as needed.

Sec. 5.09 – Workmanship and Materials

Revise or delete this section as needed.

If using this section, choose the option you need. Delete the option not used.

Note: the second option in this section is for printing only.

Sec. 5.10 – Contractor Site Inspection

Revise or delete this section as needed.

Sec. 5.11 – Order Documents

This section is an ITB standard term and condition and cannot be modified or deleted without approval from the Attorney General’s office.

Sec. 5.12 – Human Trafficking

This section must not be altered or deleted.

Sec. 5.13 – Right of Rejection

This section must not be altered or deleted.

Sec. 5.14 – State not Responsible for Preparation Costs

This section is an ITB standard term and condition and cannot be modified or deleted without approval from the Attorney General’s office.

Sec. 5.15 – Disclosure of Bid Contents

This section must not be altered or deleted.

Sec. 5.16 – Assignments

This section is an ITB standard term and condition and cannot be modified or deleted without approval from the Attorney General’s office.

Sec. 5.17 – Force Majeure (Impossibility to Perform)

This section is an ITB standard term and condition and cannot be modified or deleted without approval from the Attorney General’s office.

Sec. 5.18 – Default

This section is an ITB standard term and condition and cannot be modified or deleted without approval from the Attorney General’s office.

Sec. 5.19 – Disputes

This section is an ITB standard term and condition and cannot be modified or deleted without approval from the Attorney General’s office.

Sec. 5.20 – Severability

This section is an ITB standard term and condition and cannot be modified or deleted without approval from the Attorney General’s office.

Sec. 5.21 – Contract Cancellation

2) of this section does not apply to the following:

* A person who has fewer than 10 employees, or
* if the amount to be paid for the original term of the contract, excluding renewals or options available, is less than $100,000.

If you know the answer is yes to either of the statements above, delete 2) of this section.

Otherwise, this section must not be altered or deleted.

If a vendor is found to be involved or support a boycott against the State of Israel, any contract termination or proposal/bid rejection should be based on findings that the person/vendor is:

1. Engag(ing) in boycotts,
2. Seeking to isolate or alienate the State of Israel economically and socially, and
3. For improper purposes. (AO 352, 7th Whereas)

The idea behind the documentation requirement for termination is to ensure that the agency acts reasonably and provides the vendor with a chance to respond before taking a drastic action like terminating the contract.

Termination of a contract still must be done in accordance with applicable law. This does not require that the contracting officer go out and affirmatively seek out evidence of a boycott.

Most likely this might happen if someone reports something to the contracting agency (most likely a competitor) and says, “Vendor ABC’s CEO was in the news for supporting a boycott of supplying widgets to Israel,” and then the contracting officer would need to verify that before taking action.

Sec. 5.22 – Governing Law; Forum Selection

This section is an ITB standard term and condition and cannot be modified or deleted without approval from the Attorney General’s office.

Sec. 5.23 – Qualified Bidders

This section must not be altered or deleted.

Sec. 5.24 – Federally Imposed Tariffs

This section must not be altered or deleted.

Sec. 5.25 – Protests

This section may be altered (see note below), but not deleted.

Note: If a shortened public notice period is used, or if a pre-bid conference is held within 12 days of the bid due date, a protest does not have to be filed at least 10 days before the deadline. Protests may be filed anytime before the deadline set for receipt of bids (AS 36.30.565).

If the above note is the case for your solicitation, modify the third paragraph of this section per the example given above in Sec. 1.03).

**SECTION 6. ATTACHMENTS**

Sec. 6.01 – Attachments

List all attachments you are including with the ITB.

Examples of Attachments you might include are:

* the ITB Cover Submittal Form,
* the Bid Sheet a vendor needs to fill out,
* standard state documents like the Contract Award Form,
* Appendixes B1or B2, or
* a checklist for the vendor that you develop to include all information, material and documentation that must be submitted with a bid.