

INVITATION TO BID

INVITATION NUMBER 2520S043

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation &
Public Facilities
Statewide Contracting & Procurement
P.O. Box 112500
(3132 Channel Drive, Suite 350)
Juneau, Alaska 99811-2500

THIS IS NOT AN ORDER

DATE ITB ISSUED: October 7, 2019

ITB TITLE: Alaska Class Ferry and Malaspina Zenitel-Stentofon Communication Systems Parts and Service for AMHS

SEALED BIDS MUST BE SUBMITTED TO THE STATEWIDE CONTRACTING AND PROCUREMENT OFFICE AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM (ALASKA TIME) ON OCTOBER 29, 2019 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

CONTRACT PERIOD; One (1) Year with the option to renew for four (4) additional one (1) year terms

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (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 of 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 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; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow 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. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

Chris Hunt
PROCUREMENT OFFICER

TELEPHONE NUMBER:

907-465-8448

FAX NUMBER:

907-465-3124

EMAIL ADDRESS:

chris.hunt@alaska.gov

1) _____
COMPANY SUBMITTING BID

2) _____
AUTHORIZED SIGNATURE

3) _____
PRINT NAME

4) _____
DATE

5) _____
FEDERAL TAX ID NUMBER

6) _____
ALASKA BUSINESS LICENSE NUMBER
(Is name on license same as Item 1?)

7) DOES YOUR BUSINESS QUALIFY FOR
THE ALASKA BIDDER'S PREFERENCE?
[] YES [] NO

8) DOES YOUR BUSINESS QUALIFY FOR
THE ALASKA VETERAN PREFERENCE?
[] YES [] NO

SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY

9) _____
TELEPHONE NUMBER

10) _____
EMAIL ADDRESS

STANDARD TERMS AND CONDITIONS

INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. 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. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2. BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

3. SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Mailing Address:

Department of Transportation & Public Facilities
Statewide Contracting & Procurement
P.O. Box 112500
Juneau, Alaska 99811-2500

Physical Address: 3132 Channel Dr., Suite 350, Juneau, AK 99801

ITB No.:2520S043

Opening Date: October 29, 2019 at 2:00 PM Alaska Time

FAX BID SUBMISSION: Bids may be faxed to (907) 465-3124, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907) 465-8949 to make arrangements prior to faxing the bid and to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4. PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. 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. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

5. VENDOR TAX ID NUMBER: If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

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

2. 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.

3. SUITABLE MATERIALS, ETC.: Unless otherwise specified, 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.

4. SPECIFICATIONS: Unless otherwise specified in the 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.

5. FIRM OFFER: For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

STANDARD TERMS AND CONDITIONS

6. 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.

7. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

8. CONSOLIDATION OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "*INSTRUCTION TO BIDDERS*", "*FILING A PROTEST*" above.

9. CONTRACT FUNDING: Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

10. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

11. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

12. SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

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.

14. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

15. CONTRACT EXTENSION: Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. DEFAULT: In case of default by the contractor, for any reason whatsoever, the State of Alaska 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.

17. DISPUTES: If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

18. CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

19. SEVERABILITY: If any provision of the contract is 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.

20. 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 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

STANDARD TERMS AND CONDITIONS

SPECIAL CONDITIONS:

1. 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. 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.

2. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

3. 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.

PREFERENCES:

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the 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 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. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. 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 governments, or the general public - AS 36.30.321(i).

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

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

5. ALASKA PRODUCT PREFERENCE: A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

6. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

7. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business 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.

SPECIFIC TERMS AND CONDITIONS:

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. For information in obtaining applicable licenses, offerors should contact the Department of Community and Economic Development, Division of Corporations, Business and Professional Licensing:

Website: <http://commerce.alaska.gov/occ/>

Phone: (907) 465-2550 / Fax: (907) 465-2974

Mailing Address: P. O. Box 110806, Juneau, Alaska 99811-0806

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit 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.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal 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

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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 Statement

In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Commissioner's Office at one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: (907) 465-8949

Fax: (907) 465-3124

Callers with telephone accessibility needs are encouraged to call the Alaska Relay Service. The Alaska Relay Service provides telephone accessibility to people who are deaf, hard-of-hearing or speech disabled. Callers should be prepared to provide the specific phone number at the Department of Transportation & Public Facilities that they wish to call:

Alaska Relay Service Phone Numbers and websites:

| | |
|---------------|---|
| Voice or TTY: | dial 711 (if voice, wait on line for representative to answer) |
| TTY: | 1-800-770-8973 (text only) |
| Voice: | 1-800-770-8255 |
| VCO Direct: | 1-800-770-6108 (Voice Carry Over) |
| ASCII: | 1-800-770-3919 |
| STS: | 1-866-355-6198 (Speech to Speech) |
| Spanish: | 1-866-355-6199 |
| IP Relay: | www.sprintrelayonline.com (Internet Relay) |
| Website: | www.AlaskaRelay.com |

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COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

PREFERENCE QUALIFICATION: In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

CONTRACT PERFORMANCE LOCATION: 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.

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/g/tip/>.

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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in a multi-year, mandatory use as-needed contract to provide parts and service for the Zenitel-Stentofon Communication equipment including the public address and general alarm systems, automatic dial telephone systems, docking and talkback systems, sound powered phones, and entertainment systems onboard the vessels of the Alaska Marine Highway System (AMHS).

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 serves as notice of the State's intent to award a contract(s) to the bidder(s) indicated. A copy of the

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Notice of Intent will be emailed 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 contracting 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 contracting officer does so without a contract and at their own risk.

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 which establishes a lower interest rate or precludes the charging of interest.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the Contracting Officer of record within the Department of Transportation, Statewide Contracting & Procurement.

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.

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.

INSURANCE: Without limiting contractor's indemnification, it is agreed that 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 contracting officer prior to beginning work 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:

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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.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

BRAND SPECIFIC: All parts, services and Technician requirements listed in this ITB are brand specific to Zenitel-Stentofon Communication Systems Parts and Service. No substitutions for the brand and model specified will be allowed.

PRIOR EXPERIENCE:

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements.

- The offeror must have a minimum of three (3) years experience working on Onboard Marine Zenitel-Stentofon Communication Systems.

An offeror's failure to meet and demonstrate in their proposals these minimum prior experience requirements will cause their bid to be considered non-responsive and their proposal will be rejected.

SERVICE TECHNICIAN'S QUALIFICATIONS:

The offeror must provide evidence that the person(s) proposed to perform the service work are qualified to perform the work. The offeror must provide evidence demonstrating the training and experience of the service technician(s).

Acceptable evidence of the service technician's qualifications may take the form of a letter or certificate, signed by an authorized officer of the manufacturer, that the service technician has been trained and authorized by the manufacturer to provide manufacturer's authorized warranty service.

The bidder's failure to provide the evidence mentioned above, with the bid may cause the state to consider the proposal non-responsive and reject the offer.

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the State the location of the supporting information regarding each product specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the State, will cause the State to consider the offer nonresponsive and reject the bid.

SUPPORTING INFORMATION: The State strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and

Alaska Class Ferry and Malaspina Zenitel-Stentofon Communication Systems Parts and Service for AMHS

determination can be made, by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, 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 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, will cause the State to consider the offer nonresponsive and reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those which could affect price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

CONTRACT PERIOD: The length of the contract will be from the date of award, approximately November 12, 2019 through October 31, 2020, with the option to renew for four (4) additional one (1) year terms under the same terms and conditions, as the original contract. Renewals are to be exercised solely by the state.

COMPENSATION:

The contractor shall be compensated under the following:

Direct Costs: The hourly rates per labor category offered in response to this ITB shall include all costs associated with providing the services to include all direct and indirect labor costs such as, but not limited to, hourly rates, taxes, overhead, fringe benefits, profit, utilities, and insurance. The following labor categories are included:

1. Technician, Straight Time
2. Technician, Overtime
3. Travel Time
4. Telephone Consultation
5. Technician Holiday Time

The State shall reimburse the contractor for Travel Expenses and for actual Shipping costs. All indirect costs must be approved in writing and in advance by the Project Director.

TRAVEL EXPENSE REIMBURSEMENT

Travel Expenses, shall be reimbursed in accordance with the *Alaska Administrative Manual 60* (AAM 60).

The State will reimburse the Contractor's actual receipted travel expenses per the following criteria:

- Airfare is limited to coach fare

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- Lodging
- Reimbursement for meals will not exceed \$60.00 per day
- Rental vehicles are limited to mid-size or less make and model as opposed to premium options
- All travel costs must be shown as separate line items on the invoice
- Actual receipts must be provided with invoice for all travel expenses

Any travel must comply to the greatest possible extent with the following State of Alaska Travel policies (AAM 60 Travel.pdf) located at: <http://doa.alaska.gov/dof/manuals/aam>.

All Travel reimbursement must be preapproved in writing by AMHS.

SHIPPING COST REIMBURSEMENT

The State will reimburse the Contractor for actual shipping costs needed for the completion of requested work under the contract. Invoices from freight vendors must be provided for all parts and shipping expenses for reimbursement of those costs.

PARTS COSTS

The Contractor will invoice the State per the published Manufacturer's List Price for the parts plus any markup percentage listed in the bid schedule. Upon request from the State, The Contractor shall provide actual manufacturer's invoices for contract auditing purposes.

No other costs will be allowed under this contract.

PRICE ADJUSTMENTS: Price adjustments will only be allowed for the hourly rates for the labor categories listed in the bid schedule. Contract prices will remain firm through October 31, 2020. Consumer Price Index (CPI) adjustments will only apply to the product unit of measure contracted pricing. The contractor may request a CPI adjustment, in writing, 30 days prior to the contract renewal date. If a contractor fails to request a CPI adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the state receives their written request.

CONSUMER PRICE INDEX (CPI):

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

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average January through June 2020; and each January through June 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.

PRICE DECREASES: During the period of the contract all price decreases experienced by the contractor must be passed on to the State. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

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.

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If a deficiency is not corrected by the next scheduled delivery, 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 three substantiated SDCs, will be grounds for the state to declare the Contractor in default.

QUANTITIES:

The quantities referenced in this ITB are for evaluation purposes only. The State guarantees no minimum or maximum purchase over the life of the contract.

ORDERS: Orders will be placed by the Southcoast regional procurement office in the form of a Purchase Order issued through the State's IRIS system: <http://doa.alaska.gov/dof/iris/index.html>.

LOCATION OF WORK:

The work is to be performed on the M/V Malaspina, and Alaska Class ferries M/V Tazlina and M/V Hubbard of the AMHS. Service may be required at any port in Alaska, or in the Puget Sound area in WA or near Portland, OR.

DELIVERY: The contractor is expected to be on site at the ordering vessel's location within forty-eight (48) hours of receipt of an emergency service call order. If there is any reason the Contractor can't be on site at the ordering vessel's location within forty-eight (48) hours of receipt of an emergency service call order, the Contractor shall notify AMHS immediately upon realization that there will be a delay to provide the emergency service and shall provide a reasonable timeline for the emergency service to occur. Response times for other service calls shall be coordinated by AMHS and the Contractor.

INVOICES:

Once an order is complete and delivered, the contractor shall invoice the State. Invoices must be electronically submitted by email to: dot.kco.accounting@alaska.gov

Each billing must consist of an invoice and Service Report. If reimbursements are requested as part of the invoice for travel or shipping costs actual receipts/ invoices from those vendors must accompany the contractor's invoice.

The Contractor shall invoice the State for parts per the Manufacturer's List Price. Payment for parts costs must meet the requirements and criteria set out in Section 3.09 Compensation to be deemed eligible for payment.

Reimbursements for travel or shipping costs must meet the requirements and criteria set out in the 9 Compensation Section to be deemed eligible for payment. Reimbursement requests that do not meet the requirements and criteria will not be approved for payment.

No payment will be made until the Service Report and invoice has been approved by AMHS. Each invoice must identify the:

- Contractor Name,
- Purchase Order number
- Date when work performed,
- Description of work performed,
- Vessel name that work was performed on,

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- Signed certification that the amount invoiced is for the services described in the Deliverables, during the period of performance of this contract, and the
- Required deliverables.

Invoices that fail to identify each of these requirements will be rejected for payment until a corrected invoice is resubmitted.

Invoices will be paid when the work is completed and approved by the requesting engineer.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of State agencies when third party financing agreements are permitted, they will not be allowed under this contract.

PACKAGING: The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment, offloading and short-term warehouse storage.

WORKMANSHIP & 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 delivered product. The State will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

VESSEL LAYUP/ / VESSEL SERVICE LAYUP / REMOVAL OF VESSELS FROM SERVICE AND ADDITIONS: AMHS may under their Operating Plan, puts vessels covered under this contract in a Layup status. The AMHS Project Manager will notify the Contractor when vessels in Layup will not require service under this contract, which Service Tasks those will be and the duration of each Vessel Service Layup. The AMHS Project Manager will notify the Contractor when to commence Service Tasks again following each Vessel Service Layup.

‘Upon notification by the Project Director, the Procurement Officer will issue a contract amendment should any AMHS vessel be required to be taken out of Revenue Service and no longer require the services of the contract.’ The State reserves the option to add additional vessel to the contract. In either case a contract amendment shall be issued if required.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder. There is One (1) lot. In order to be considered responsive, bidders must bid on all items within that lot.

If there is no charge for a labor category bidders will enter \$0.00 as the unit cost and \$0.00 as the extended cost for that labor category.

If no **discount** is offered, bidders will enter 0 % in the percentage block and \$0.00 in the extended cost block.

If no **markup** will be charged, bidders will enter 0 % in the percentage block and \$0.00 in the extended cost block.

Background

The State of Alaska (SOA), Department of Transportation & Public Facilities (DOT&PF) operates the Alaska Marine Highway System (AMHS). AMHS is part of the State highway infrastructure, transporting people and vehicles via marine vessels from Bellingham, WA to ports in SE Alaska, the Gulf of Alaska, and the Aleutian Chain. The AMHS strives to provide safe and reliable transportation service. To meet this goal emergency service may be required from any port on the routes served.

There are currently three (3) vessels operated by the AMHS with Zenitel-Stentofon Communication Systems, they are the M/V Malaspina, and Alaska Class Ferries M/V Tazlina & M/V Hubbard. Descriptions of the vessels may be found at the following link

http://dot.alaska.gov/amhs/vessel_profiles.shtml.

When a need is determined a Procurement Officer or Port Engineer will request a proposal. The Contractor will respond with a proposal including parts, labor, and travel charges. When the AMHS receives an acceptable proposal the proposal will be forwarded to Procurement and a Purchase Order will be issued. The State shall not be responsible for charges incurred before a purchase order is issued. The contractor shall not exceed the value of the purchase order without the direction of the Procurement Officer. Failing to abide by the terms of the purchase order shall be cause for a Service Contract Deficiency.

If a contractor fails to provide a proposal in the time required, or is unable to provide the part or service in the time required the Procurement Officer has the option to change the requirement or go to an off contract supplier.

Scope of Work

The Contractor shall provide parts and qualified Service Technicians proficient in maintenance of Zenitel-Stentofon Communication Systems to perform annual maintenance and testing of the integrated public address, and general alarm systems, automatic dial telephone systems, docking and talkback systems, sound powered phones, and entertainment systems installed throughout the Alaska Marine Highway System fleet.

Service calls may be scheduled ahead of time or emergency calls requiring prompt response may be requested. The contractor shall be available for emergency service and for telephone consultations.

The Contract Administrator, AMHS Port Engineers, or Marine Engineering Manager will contact the Contractor for a price estimate when services are required. The contractor shall provide an estimate of the time and cost to perform the task. The contractor shall incur no costs until a written purchase order (PO) is received. ONLY the Port Engineer or Vessel Engineering Manager has the authority to direct the contractor to incur charges.

The contractor shall provide certification documentation, as needed for USCG and classification society compliance, for all the vessels of the AMHS fleet.

A. Parts

The contract provides for the purchase of parts to support the vessels of the AMHS. The contractor shall assist AMHS personnel in identifying the correct part numbers. Items shall be shipped to the locations identified in the resulting purchase order. Freight shall be prepaid and added in accordance with the instructions on the purchase order.

B. Services

The contractor shall provide labor, supervision, tools, equipment, materials and transportation to:

1. Perform annual maintenance and testing of the integrated public address and general alarm systems, automatic dial telephone systems, docking and talkback systems, sound powered phones, and entertainment systems installed throughout the AMHS.
2. Provide troubleshooting and maintenance support for all existing systems.
3. Provide for the procurement, delivery, and installation (at request) of repair/spare parts.

C. Service Reports:

The contractor shall provide a written service report or maintenance certificate to the Vessel Engineer before leaving the vessel. The report shall briefly indicate the maintenance and inspection actions performed condition at arrival, findings, repairs made, parts replaced and ordered, recommended further action, and name of attending technician. Any deficiencies or recommendations shall be noted.

To meet ISM requirements, the service report shall also include the following details; vessel, date, time, location, name of equipment inspected, Service Technician's name, and Engineer's name and be on the contractor's letterhead.

All inspection and service activities will not be considered for payment until a Service Report is provided to the Port Engineer.

Alaska Class Ferry and Malaspina Zenitel-Stentofon Communication Systems Parts and Service for AMHS**BID SCHEDULE**

The costs proposed is provided for evaluation purposes only. The State does not guarantee any level of work may be required for the resulting contract. The labor and overhead, discount rates and markup rates identified below in the unit rate and percentage shall be the rates incorporated into the contract.

Award will be made to the lowest responsive and responsible bidder. There is One (1) lot. In order to be considered responsive, bidders must bid on all items within that lot.

If there is no charge for a labor category bidders will enter \$0.00 as the unit cost and \$0.00 as the extended cost for that labor category.

If no **discount** is offered, bidders will enter 0 % in the percentage block and \$0.00 in the extended cost block.

If no **markup** will be charged, bidders will enter 0 % in the percentage block and \$0.00 in the extended cost block.

The offerors proposal must be submitted on this form or an exact duplicate.

LABOR AND MARK-UPS

| Labor Categories | Unit | Quantity | Unit Cost | Extended Cost |
|---|------|----------|------------|---------------|
| Technician, Straight Time | Hour | 36 | \$ | \$ |
| Technician, Overtime | Hour | 8 | \$ | \$ |
| Technician, Travel Time | Hour | 8 | \$ | \$ |
| Technician Holiday Time | Hour | 8 | \$ | \$ |
| Telephone Consultation | Hour | 4 | \$ | \$ |
| Other required charges (Identify) | Unit | Quantity | Percentage | Total |
| Discount offered on items w/ value of \$2,500.00 listed on Published Price List if applicable. | | | % | \$ |
| Markup on items w/ value of \$2,500.00 listed on Published Price List if applicable. | | | % | \$ |

Any other charges which do not appear above, but which would appear on an invoice must be listed below.

Grand Total Labor & Markup Cost Only \$_____

BID SCHEDULE -Continued

Submitted by:

Business Name: _____

Address: _____

Contact: _____

Phone: _____

Toll Free: _____

Fax: _____

Email: _____

BID RESPONSE CHECKLIST:

1. Completed Page One
2. Prior Experience Requirements (page 9)
3. Service Technician's Qualifications (page 9)
4. Completed Bid Schedule (pages 16-17).
5. All Mandatory Return Amendments