

# INVITATION TO BID (ITB) NUMBER 2015-0600-2871

**RETURN THIS BID TO THE ISSUING OFFICE AT:**



Department of Health and Social Services  
Division of Finance and Management Services  
Procurement Section  
P.O. Box 110650  
Juneau, Alaska 99811-0650

**THIS IS NOT AN ORDER**

**DATE ITB ISSUED: November 28, 2014**

**ITB TITLE: PURCHASE OF 15 GPS TRACKING UNITS AND TERM CONTRACT TO PROVIDE MAINTENANCE AND MONITORING SERVICES.**

Sealed bids must be submitted to the Department of Health and Social Services, Finance and Management Services – Procurement Section from which they were issued and must be time and date stamped by the procurement office **PRIOR TO 2:30 PM ALASKA TIME ON, December 12, 2014** at which time they will be publicly open. Email bids will be accepted. Subject line in email must say, “Formal Proposal ITB 2015-0600-2871”. Faxed bids will not be accepted.

**DELIVERY LOCATION:** Various locations around the State of Alaska

**F.O.B. POINT: FINAL DESTINATION**

**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 notification of 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.

RODRIGO PASION  
CONTRACTING OFFICER

\_\_\_\_\_  
COMPANY SUBMITTING BID

\*DOES YOUR BUSINESS QUALIFY FOR  
THE  
ALASKA BIDDER PREFERENCE?  
[ ] YES [ ] NO

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\*DOES YOUR BUSINESS QUALIFY FOR  
THE  
ALASKA VETERAN PREFERENCE?  
[ ] YES [ ] NO

TELEPHONE NUMBER  
907-465-5293

\_\_\_\_\_  
PRINTED NAME

\*SEE ITB FOR EXPLANATION OF CRITERIA  
TO QUALIFY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
ALASKA BUSINESS LICENSE NUMBER

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
TELEPHONE NUMBER

## **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. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Address
Department of Health & Social Services Division of Finance & Management Services P.O. Box 110650 – Procurement Juneau, AK 99811-0650
ITB No.: _____
Opening Date: <u>December 12, 2014 at 2:30 P.M. Alaska prevailing time</u>

**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.

**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.

#### **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.

**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. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

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

- (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 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 Affidavit**

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 affidavit 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 affidavit 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 Division of Finance and Management Services at one of the following numbers no later than 10 to make any necessary arrangements.

**Telephone:** (907) 465-5293  
**Fax:** (907) 465-6421

**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 the purchase of 15 electronic monitoring units with electronic monitoring services for the Department of Health and Social Services.

**NOTICE OF INTENT TO AWARD:** After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed 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.

**REJECTION OF BIDS:** All bids or proposals may be rejected prior to award for the following reasons:

1. The supplies or services being procured are no longer required;
2. Ambiguous or otherwise inadequate specifications were part of the solicitation;

3. The solicitation did not provide for consideration of all factors of significance to the State;
4. Prices exceed available money and it would not be appropriate to adjust quantities to accommodate available money;
5. All otherwise acceptable bids or proposals received are at unacceptable prices;
6. There is reason to believe that the bid may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or
7. The award is not in the best interests of the State.

**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.

**FEDERAL EXCISE TAX:** The State of Alaska is exempt from Federal Excise Tax except for 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 charter.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

The State of Alaska is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

**CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of Rodrigo Pasion, Procurement Officer, Department of Health and Social Services.

**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:**

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-responsive and to reject the bid.

**BRAND AND MODEL OFFERED:** Unless otherwise specified, when brand names and model numbers are used to specify the type and quality of the goods desired, bidders must clearly indicate the brand names and model numbers they intend to provide. The bidder's failure to identify the brand and model offered will cause the state to consider the offer non-responsive and reject the bid.

**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 non-responsive 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 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 non-responsive 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 that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

**LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE:** By signature of the bid and by checking the Agricultural and Fisheries Product Preference box beneath each line item, the bidder certifies that the product offered meets the requirements of AS 36.15.050 and is entitled to a preference in accordance with the provisions of that statute.

**ALASKA PRODUCT PREFERENCE:** Bidders who offer products which have received certification by the Department of Commerce and Economic Development and that are listed in the current published edition of the "Alaska Products Preference List" will receive this preference. In order to qualify for the Alaska Product Preference, a bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska

Statutes or regulations that allow for product exchanges/substitutions, or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a three percent preference.
- Class II products receive a five percent preference.
- Class III products receive a seven percent preference.

Bidders must check the correct preference box beneath each line item. When the bids are evaluated, the preference percentage will be deducted from the bid price. If a bidder fails to check one of the product preference boxes, no preference will be given.

**EXAMPLE**

**BID SCHEDULE**

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	60	DOZ.	Ajax Eggs	\$ _____	\$ _____

I certify that the product offered is entitled to the local agricultural, timber, or fisheries product preference in accordance with AS 36.15.050. ☐ YES ☐ NO

2.	20	EACH	Ajax Aluminum Widgets	\$ _____	\$ _____
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I certify that the product offered is entitled to a:

- (1) CLASS I @ 3% ☐
- (2) CLASS II @ 5% ☐
- (3) CLASS III @ 7% ☐

Alaska Products Preference in accordance with 3 AAC 92.

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

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

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested

disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

**NEW EQUIPMENT:** Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

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

**F.O.B. POINT:** The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. 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.

**REQUIRED MANUALS AND HARDWARE:** The items purchased are to be shipped complete with the instructions and hardware required for installation. An operator's manual, maintenance manual, and a maintenance schedule must be included with each item when it is delivered. The cost of the installation hardware and the manuals is to be included in the bid price of the equipment.

**CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

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

**WARRANTY:** The contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least 12 months. 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:

1. if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and
2. 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 the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

**SERVICE SCOPE OF WORK:** Full-service is required for all equipment listed in this ITB for the period of 12 months. For the purpose of this contract, full service means all service, repair, parts, and maintenance necessary to keep the equipment operating in a manner that meets the manufacturer's published performance specifications.

**SERVICE CHARGES:** Regardless whether the contractor repairs equipment on-site or off-site, the state will not be liable for any charges associated with the repair of broken equipment, including, but not limited to, unhooking, disassembly, packaging, crating, repair, transportation, replacement, reassembly, or rewiring.

**CONTRACT CANCELLATION:** The state reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

**TERMINATION:** The State reserves the sole right to terminate the contract in whole or in part in the event of the Contractor's failure to perform in accordance with the provisions of any resultant contract. Failure to comply with any or all of the specifications may result in immediate termination of the contract in its entirety.

**METHOD OF AWARD:** Award will be made to the lowest and responsive bidder. In order to be considered responsive, bidders must bid on all items.

**BID SUBMITTAL:** To be considered responsive, the Bidder must return and adhere to the following:

1. Page 1 of this ITB with contractor information filled in and signed.
2. Page 18 - Bid Schedule & Bidders information completely filled in as requested.
3. Page 19 - Federal requirements signed.
5. Product or service offered must meet the specifications as described in this ITB.
6. A copy of the company's current Alaska business license.
7. Return any amendments that request the amendment be signed by the bidder and returned with the bid.

## **SPECIFICATIONS**

The Division of Juvenile Justice would like to purchase 15 GPS tracking units, to include a wearable transmitter and in-home receiver/dialer, which reports to a centralized computer located at the contractor's site. The contractor shall provide electronic monitoring service and data management services for each of the 15 GPS tracking units. The equipment and services will be used in various areas of the state including, but not limited to: Bethel, Mat-Su, Kenai, Fairbanks, Juneau, Nome, and Ketchikan.

### **TRANSMITTER REQUIREMENTS:**

The successful contractor must provide sufficient transmitters to meet the needs of DJJ. All transmitters must meet the following minimum specifications:

- 1) Lightweight (no more than 5 oz.);
- 2) Hypo-allergenic;
- 3) Sealed;
- 4) Shock resistance & water/moisture resistant;
- 5) Not unduly restrict the activities of the offender;
- 6) Shall not pose a safety hazard to offenders;
- 7) Withstand shower or bath without failure;
- 8) Function reliably under normal atmospheric conditions and temperatures of 32 degrees F or lower occurring within the State of Alaska;
- 9) Federal Communications Commission (FCC) approved;
- 10) Field replaceable strap, which can be easily sized for use of the offender's ankle or wrist;
- 11) Signal must not be easily captured or duplicated by other commercially available equipment;
- 12) Emitted signal must be detectable by the receiver/monitor;
- 13) Easily installed on offender's wrist or ankle;
- 14) Transmit signal indicating low battery condition to receiver/monitor;
- 15) Transmitter must store and record tamper events which occur both in range and out of range of the receiver/monitor;
- 16) Reset of tamper conditions restricted to authorized personnel only;
- 17) 125' radius minimum coverage range;
- 18) Dual tamper detection to include both proximity and equipment detection.

### **TRANSMITTER BATTERY REQUIREMENTS:**

- 1) Minimum Active Life one (1) year;
- 2) Minimum Shelf Life two (2) years;
- 3) Easily replaced or recharge in the field with minimum down time and without requiring replacement of either the transmitter or receiver/monitor in the home;
- 4) Batteries must be easily replaced or recharged in the field without excessive down time, without requiring the replacement of either the transmitter, or receiver/monitor in the home.

If battery replacement requires the use of a contractor supplied tool, each location must be provided this tool. Replacement of the contractor supplied tool will be provided at no additional cost to the locations as needed.

### **GLOBAL POSITION TRACKING (GPS) TRACKING SYSTEM:**

The contractor must provide a daily unit price for the monitoring plan. Contractors must also provide a passive GPS tracking system where data points are captured in the tracking unit throughout the day and downloaded into a base station when the offender returns home. While home the system converts into a radio frequency system that monitors the absence or presence of the offender at home. All GPS devices must meet the following minimum requirements:

- 1) The device should be small, light, and not unduly restrictive for the wearer;
- 2) An active reporting device is highly desired, although passive technology is acceptable;
- 3) The strap and circuitry within the device must provide immediate notification to the host computer of any tamper attempt;

- 4) Each device must be individually coded (and/or programmable for encoding) to correspond with the offender of assignment. Offender status change information (location at specific times, tamper alerts, out of range, etc.) must be date and time stamped upon occurrence;
- 5) The case of the transmitter must be sealed and be shock and water resistant;
- 6) The device and/or strap must be easily installed or replaced in the field on most offenders by the contractor's local employee(s), subcontractor, DJJ staff, or designee;
- 7) The batteries powering the device should provide for continuous use without frequent battery changes;
- 8) The device must operate through the range of temperatures that will be experienced in a typical client environment;
- 9) GPS signal must be functional in geographically remote areas (Please note: Alaska is very large and geographically challenging);
- 10) The device must be able to recognize and transmit a tamper alert signal immediately upon return of offender within range of the receiver if a tamper occurred while the offender was out of range of the receiver. When within range of the receiver, a tamper signal must be transmitted immediately when a tamper occurs. Reset of a tamper conditions must be restricted to authorized personnel only;
- 11) The device must be designed to prevent tracing or duplication of the signal by other electronic devices or equipment;
- 12) The strap and required fasteners must not be available to the general public either commercially or through any mail order outlet.

#### **RECEIVER / MONITOR REQUIREMENTS:**

The successful contractor must provide a receiver/monitor for each transmitter which is individually matched to the specific transmitter. All receiver/monitors must meet the following minimum requirements:

- 1) Internal clock & memory to store data if communication with the host computer is disrupted;
- 2) Notify DJJ staff or designee that the system has begun monitoring the offender prior to leaving the residence;
- 3) Notify host computer any time a tamper is attempted on the receiver/monitor;
- 4) Must have a phone line annoyance – increasing loud tone or pulse that will interfere with the caller's ability to continue a conversation and alert caller that the receiver/monitor is attempting to call out;
- 5) Internal rechargeable battery backup source with 24-48 hours of continuous operation in the event of power failure;
- 6) Communicate pending shut down of operation and all events stored prior to depletion of the battery;
- 7) Internal surge protection on both the communication line and power source;
- 8) Internal diagnostics to relay information to host computer;
- 9) Receive participant offender status change i.e. enter/exit from residence, working condition of home equipment and transmitter-originated tamper signals;
- 10) Participant / Offender status change information must be date and time-stamped upon occurrence;
- 11) Transmit participant offender status information immediately to the host computer via standard telephone lines;
- 12) Programmable for several different range settings up to a maximum of one-hundred fifty (150) feet;
- 13) Variable leave window and unlimited scheduling capacity;
- 14) Internal memory of at least 1000 events.

#### **CENTRAL HOST COMPUTER / SOFTWARE REQUIREMENTS:**

The successful contractor must provide the use of a host computer with software to monitor all DJJ program offenders.

- 1) Contractor shall provide web-based access to the Contractor central monitoring computer system;
- 2) Software must allow DJJ staff and/or designee to access offender reports, input and change schedules, etc. via a secure server on the Internet;
- 3) Central computer must process in/outbound signals while allowing multi-task (printing, database updates, etc.) and multi-user (making calls, answering calls, etc.) operation;
- 4) The system must have an internal security system that uses multi-layered log-in passwords or similar security measures for those operators who add, edit and delete offender information including, but not limited to, offender curfew hours;

- 5) The system must support a maximum of six (6) different curfews for each day and/or multiple curfews on a specific day;
- 6) The system must provide immediate notification of violations;
- 7) The system must be able to record actual date and time of occurrence and date/time of receipt of all status changes;
- 8) The system must be able to randomly verify that the location of any given field receiver/monitor is actually located in the offender's residence;
- 9) The system must have a back-up power source that will insure uninterrupted service;
- 10) The system must be "hot-swappable", i.e., data should be easily downloadable to another computer system, with an alternate monitoring center(s) to provide the ability for immediate transfer of all monitoring activity. The alternate monitoring center(s) must be located in a different city or state than the primary monitoring center site to assure continued service in case of natural disasters, etc.;
- 11) The system must have the capability of recording all participant offender response/activity to floppy disk or CD-ROM;
- 12) The system must have the capability of signaling a digital or alphanumeric pager when violations occur;
- 13) The system must be capable of providing both demand and on-line automated reports:
  - a. Demand Reports: Shall include, but are not limited to, participant offender history, background data, etc.
  - b. Automated Reports: Shall include, but are not limited to, location verification failure, late entry, early departure, tampering etc.

#### **REPRIPHERALS:**

To include a one-year supply of consumables, i.e. minimum of six (6) straps per unit shall be included as part of the total equipment purchase. Batteries, extension cords, telephone jacks and transmitter replacement tools shall be provided at no additional cost.

#### **MONITORING CENTER:**

Contractor must maintain a twenty-four (24) hour per day, seven (7) days per week monitoring center, with staff physically present at all times, to monitor cases referred to the contractor by authorized representatives of DJJ.

To eliminate possible confusion caused by multiple contacts, etc., a central host computer must be utilized for all types of offender units covered by this contract i.e., multiple host computer sites are not acceptable, except to serve as redundant backup in city or state. The monitoring center services must be provided directly by the contractor and shall not be subcontracted out.

- 1) Must currently be providing data monitoring services to other correctional jurisdictions;
- 2) Must be exclusively devoted to providing electronic monitoring services for home detention programs;
- 3) Must be governed by a written security plan requiring files to be maintained in a confidential manner. Any employees retrieving data must pass a criminal background check and not have a criminal history or be on a community supervision for a crime;
- 4) Must be located in a secure venue;
- 5) Must be equipped with back-up computers and associated peripheral equipment;
- 6) Must have a secondary power source to operate the monitoring center in the event of power loss or have the capability to transfer monitoring functions to a separate monitoring center;
- 7) Must have a secondary monitoring center located in another city or state than the primary monitoring center site to assure continued service in the case of natural disasters, etc.

#### **OFFENDER ACTIVITY:**

- 1) Data management services shall include data entry as requested, data termination, data storage and maintaining census information for statistical compilation;
- 2) Contractor shall provide a web-based data entry system to enable DJJ or its designee to enter client information and schedules;
- 3) Contractor shall provide data entry services including all demographics, curfew, and system configuration data for each case, to DJJ field offices that elect not to enter the client information themselves. Those offices will fax client information to the contractor to enter the data into the system;

- 4) Contractor's data management system must have the ability to reconcile data that is entered with client profiles and generate alert messages based on a DJJ protocol, which will be set by each DJJ field office in the monitoring locations once a contract has been awarded.

**TERMINATION REPORT:**

Contractor shall provide an automated report to DJJ upon termination from the program, for each offender, which includes all offender activity including curfew violations and other alert conditions, i.e. disconnects, tampers, etc.

**VIOLATION NOTIFICATION MUST INCLUDE:**

- 1) Telephone, fax, email, pager or other notification as specified by DJJ or designee, of all violations of offender in excess of one-half hour, immediately upon proper equipment operation verification by the winning bidder. Hard copy violation notification and reports shall be faxed to DJJ within 24 hours from the telephonic notification.
- 2) Provide customized notification procedures to meet the needs of each location where the electronic monitoring units are being used.

**EQUIPMENT PROBLEM NOTIFICATION:**

The contractor shall contact the client via telephone to determine the nature of the equipment problem. After troubleshooting with the enrolled client, the contractor shall contact DJJ within ½ hour.

Notify DJJ staff or designee immediately of any detected equipment status problems after verification that such a problem exists. In no case is the elapsed time between problem verification and notice to DJJ staff or designee to exceed ½ hour.

**TOLL FREE HOTLINE:**

Toll-free hotline must be available to provide twenty-four (24) hour per day, seven (7) days a week, and live support for answering questions regarding the installation, monitoring, and services provided under the terms of this contract.

**MONTHLY BILLING:**

- 1) Services shall be invoiced on a monthly basis, for only those units, which are active during billing period.
- 2) Invoices shall be sent to Division of Juvenile Justice, P.O. Box 110635, Juneau, Alaska 99811-0635
- 3) Billing must include a face sheet itemizing the total payment due for the period of services and include a description of the services provided, the name and/or identification number of program offenders, the date(s) of participation, and a reference to the Contract Award Number (CA #)

**CONTRACT TERM:**

Contract shall be for one (1) year with the option to renew for four (4) additional one year-terms for the telecommunication, maintenance, supplies, and monitoring. Renewals to be exercised at the sole discretion of the State.

**QUALITY CONTROL:**

Contractor must have a formal quality control program in place that will provide assurance of the services detailed in this ITB and must be International Organization for Standardization (ISO) 9000 (or most recent series) certified.



**ADDRESSES AND GPS UNITS SHIPPED TO:**

<b>Bethel Youth Facility, (2 GPS)</b> P.O. Box 1989 Bethel, Alaska 99559	<b>Mat-Su Youth Facility, (2 GPS)</b> 501 North Gulkana Palmer, Alaska 99645
<b>Kenai Peninsula Youth Facility, (1 GPS)</b> 405 Marathon Road Kenai, Alaska 996611	<b>Fairbanks Youth Facility, (4 GPS)</b> 1502 Wilbur Street Fairbanks, Alaska 99701
<b>Johnson Youth Center, (2 GPS)</b> 3252 Hospital Drive Juneau, Alaska 99801	<b>Nome Youth Facility, (2 GPS)</b> 804 E. 4 <sup>th</sup> Avenue Nome, Alaska 99762
<b>Ketchikan Regional Youth Facility, (2 GPS)</b> 3058 5 <sup>th</sup> Avenue Ketchikan, Alaska 99901	

## BID SCHEDULE

**Do not edit this bid in any manner. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected. Contact the Procurement Officer in writing with any questions.**

<b>ITEM A: 1<sup>st</sup> year cost for the purchase of 15 GPS units and monitoring plans</b>					
Item #	Qty.	Unit	Description	Unit Price	Extended Price
1	15	Each	GPS Units (telecommunication, maintenance and supplies to be included in the 1 <sup>st</sup> year)	\$ _____	\$ _____ (Cost for Each GPS x 15 GPS)
2	1	Day	Monitoring Service GPS point every 1 minute, Calls in every 30 minutes, Zone Crossing	\$ _____	\$ _____ (Cost per Day x 15 GPS x 365 Days)
<b>Total Price for the 1<sup>st</sup> year (Sum of the extended prices for items 1 and 2):</b> <div style="text-align: right;">\$ _____</div>					

<b>ITEM B: 2<sup>nd</sup> – 5<sup>th</sup> year costs for the telecommunication, maintenance, supplies, and monitoring plans</b>					
Item #	Qty.	Unit	Description	Unit Price	Extended Price
1	1	Year	Telecommunication, maintenance and supplies	\$ _____	\$ _____ (Cost per Year x 4 Years)
2	1	Day	Monitoring Service GPS point every 1 minute, Calls in every 30 minutes, Zone Crossing	\$ _____	\$ _____ (Cost per Day x 15 GPS x 365 Days x 4 Years)
<b>Total Price for the 2<sup>nd</sup> – 5<sup>th</sup> years (Sum of the extended prices for items 1 and 2):</b> <div style="text-align: right;">\$ _____</div>					

**GRAND TOTAL (Sum of the total prices for items A and B): \$ \_\_\_\_\_**

GUARANTEED DELIVERY: 30 calendar days after receipt of order.

### BIDDER INFORMATION

**CONTACT NAME:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_ **ZIP** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**TOLL FREE PHONE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**Federal Requirements:**

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (included in this document) **must** be completed.

<https://www.epls.gov/>

**This document must be completed.**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities.

The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

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Name and Title of Authorized Representative

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Signature

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Date

## Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.