

INVITATION TO BID (ITB) NUMBER 2000000007

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
49000 Army Guard Road, Suite B105B
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska

THIS IS NOT AN ORDER

DATE ITB ISSUED: Friday, August 16, 2019

ITB TITLE: BlackBerry AtHoc Net-centric Mass Notifications for Alaska Department of Military and Veterans Affairs

This Invitation to Bid is related to an essential mission capability requirement established by The Adjutant General in May, 2019. After the November 2018 earthquake, the need for intra-agency communications was discovered. The systems in place did not account for the need to communicate seamlessly between state and federal agencies, spread across various locations. The May 2019 directive was to implement capability for agency wide emergency notification via text/SMS, allowing the Department of Military and Veteran's Affairs for the State, Army National Guard, Air National Guard and other federal agencies to communicate and coordinate in a timely manner in the event of emergencies. To complete this directive, a compatible system must be implemented for the Department to communicate with existing emergency notification systems. Currently, the BlackBerry AtHoc Net-centric Mass Notifications system has been employed by mission partners and host commands on various military installations throughout Alaska and is the specified software required for the Department to implement.

SEALED BIDS MUST BE SUBMITTED TO THE DIVISION OF ADMINISTRATIVE SERVICES AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PROCUREMENT SECTION NO LATER THAN 1:00 PM ALASKA STANDARD TIME ON MONDAY, AUGUST 26, 2019.

Procurement Officer: Angela Sonnier-Laden

Phone: 907-428-7224, Email: MvaDasProcurement@alaska.gov

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.

Company Name Submitting Bid	Authorized Signer Printed Name	Authorized Signature
Telephone Number	Email Address	Date
Alaska Business License Number	Federal Tax ID Number	IRIS Vendor Number

INSTRUCTIONS TO BIDDERS:

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 five (5) 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.

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

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.

Bids must be addressed as follows:

Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section

Direct Deliver to:
49000 Army Guard Rd. Suite B105B

Postal Mail Deliver to:
PO Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

ITB # 200000007

Opening Date: Monday, August 26, 2019

ELECTRONIC BID SUBMISSION: Bids may be emailed to MvaDasProcurement@alaska.gov, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note the **maximum** size of a single email (including all text and attachments) receivable by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907)428-7224 to confirm the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Bids may be faxed to (907) 428-7229, 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) 428-7224 to make arrangements prior to faxing the bid and to confirm the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

NOTICE TO VENDORS: To be considered for contract award, your firm must create a vendor account in the State's IRIS system <http://doa.alaska.gov/dof/iris/>

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.

VENDOR TAX ID NUMBER: If goods or services procured through this ITB are of a type 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.

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.

FEDERAL REQUIREMENTS:

Federal Compliance Requirements. This solicitation, or the contract(s) or order(s) resulting from this solicitation, may involve federal funds. Funding compliance requirement information is as follows:

1. **Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The U.S. Department of Labor requires all state agencies expending federal funds to have a certification filed in the proposal, by the offeror, stating they have not been debarred or suspended from doing business with the federal government. The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction ([Attachment 2](#)) must be completed and submitted with your quote.
2. **SAM Registration.** Offerors must also be registered in the Federal System for Award Management (SAM) before award of a contract resulting from this RFQ. Registration is free and can be done at <https://www.sam.gov/SAM/pages/public/index.jsf>. It is strongly recommended offerors register with SAM before submitting a proposal in response to this IRFP. Failure to register with SAM before submitting a proposal will not impact evaluation, however, it may delay award of the contract and of any orders placed under the contract until proof of registration is confirmed by the DMVA/DAS Procurement Office. Guidance can be found in [Attachment 3](#).
3. **Certifications Regarding Lobbying; Debarment, Suspension, Ineligibility and Voluntary Exclusion; and Drug-Free Workplace Requirements for Expenditure of Federal Funds.** By signature on the bid submitted in response to this solicitation, and/or the contract(s) or order(s) resulting from this solicitation, the offeror certifies they will comply with the requirements under 28 CFR Part 67 and 28 CFR Part 69 with regards to Lobbying; Debarment, Suspension, Ineligibility, and Voluntary Exclusion; and Drug-Free Workplace. This certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Military and Veterans Affairs (DMVA) determines to award the contract(s) or order(s) resulting from this solicitation.

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 resulting from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and 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 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 supervising 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 State of Alaska, Department of Administration, Division of General Services. Bids conditioned upon the State’s approval of an assignment will be rejected as non-responsive.
12. **SUBCONTRACTOR(S):** Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors it will use 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 contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, 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) 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:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
- 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.

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:

Because federal funds will be used in the procurement of services under a contract resulting from this ITB, State of Alaska Offeror, Bidder, Veteran and other preferences will not apply.

GERNERAL 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. 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.

NOTE: A Certificate of Authority issued by the State of Alaska, Department of Commerce, Community and Economic Development, is not the same as an Alaska Business License, and **DOES NOT** meet the statutory requirements for an Alaska Business License as stated in this section. A company or business who submits a Certificate of Authority as proof of an Alaska Business License for this solicitation will be considered non-responsive and their bid will be rejected.

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 Administrative Services, Procurement Section at one of the following numbers no later than ten (10) business days prior to date of bid receipt to make any necessary arrangements.

Telephone: 907-428-7224 Fax: 907-728-7101 Email: MvaDasProcurement@alaska.gov

COMPLIANCE WITH ADA: By signature of their bid, the bidder certifies 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 agencies are in accordance with 28 CFR Part 35 Section 35.130 and 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.

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

If the bidder cannot certify all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least ten (10) business days prior to the deadline for receipt of bids. The request must include a detailed description of the portion of work 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 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 an initial subscription of AtHoc Alerts TAS user licenses for DMVA including Army Guard, AtHoc Operational Plan credits, on-site training, and professional services and 5 optional annual renewals for software subscriptions for the Department of Military and Veterans Affairs.

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 who 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.

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 thirty (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 percent interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement establishing a lower interest rate or precludes the charging of interest.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the Project Manager defined in the contract document within the Department of Military and Veteran's Affairs.

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 the contractor shall purchase, at its own expense, and maintain in force at all times during the performance of services under this agreement, the following policies of insurance.

Where specific limits are shown, it is understood 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-responsible and to 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 bidders submit all required technical, specification, and other supporting information with their bid, so a detailed analysis and determination can be made by the contracting officer the product offered meets the ITB specifications and 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 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 a bidder provide a sample product(s) so 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.

NONDISCLOSURE AND CONFIDENTIALITY: Contractor agrees 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.

CONTRACT PERIOD: The length of the contract will be from the date of award through June 30, 2020, with the option to renew for five additional one-year terms under the same terms and conditions as the original contract. Renewals are to be exercised solely by the state.

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.

SOFTWARE EDITION OR VERSION: Unless otherwise specified the software must be the latest edition or version. If, during the ninety (90) calendar day period the vendor must hold the bid price firm, a new edition or version is introduced, the state reserves the sole right to choose to buy the old version at the bid price; to buy the new version at the bid price; or, to cancel the item from the ITB.

BRAND SPECIFIC: Certain items may be designated brand specific. When an item is so designated no substitutions for the brand and model specified will be allowed. In this ITB, all software specifications and requirements are to be the brand and model specified, no substitutions will be allowed.

DELIVERY: Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to deliver within thirty (30) calendar days after the receipt of an order. Bids that specify deliveries in excess of thirty (30) calendar days after the receipt of an order will be considered non-responsive and the bids will be rejected.

DELIVERY TIME: The elapsed time between the time the state places an order and the time the order is actually shipped from the contractor's place of business must be entered in space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).

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.

Final destination, freight prepaid by the contractor and charged-back to the state as a separate item on the state's invoice.

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.

CONTRACT TYPE AND FUNDING: This contract is a FIRM FIXED PRICE contract. Contract action is subject to federal funds and reimbursements.

INVOICES: The contractor(s) must submit annual invoices directly to each state agency that uses the contract(s). Payment will only be made by the client state agencies directly to the contractors.

CONTRACT PAYMENTS: No payment will be made until the contract is approved by the Commissioner of the Department of Military and Veterans Affairs, or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees none of its responsibilities under this contract are transferable and 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.

ESTIMATED QUANTITIES: The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.

ESTIMATED ANNUAL USE: The estimated annual use quantities referenced in this ITB are only estimates and may vary more or less from the quantities actually purchased. The state will use the estimated annual use numbers for the evaluation and award of the ITB but the state does not guarantee any minimum purchase. Orders will be issued throughout the contract period by various state agencies on an as-needed basis.

SERVICE SCOPE OF WORK: Full-support is required for all services listed in this ITB for the period of the contract. For the purpose of this contract, full support means all service and maintenance necessary to keep the service operating in a manner that meets the published performance specifications.

SERVICE RESPONSE TIME: This contract requires support service available, on call, to support the services under this agreement. Bidders must outline their proposed service level agreements in bid packet.

Attachment 1: Bid Schedule

Because federal funds will be used, no preferences will be given in the evaluation of quotes. Award will be made as ONE LOT, based on the Total Cost, to the lowest responsive and responsible bidder. Offerors must provide a quote on all line items on the Bid Schedule to be considered responsive. Failure to offer cost per service for all line items will result in rejection of the quote.

Base Year					
SKU	Product Description	Unit Price	Quantity	Term (months)	Net Price
AT.USG.UL.TAS.CL.AP	AtHoc Alerts TAS User License (Telephony, Text, Email and Mobile Smart App) US Gov - Cloud - AtHoc - Premium Support		300	12	
AT.USG.UL.TAS.CL.AP	AtHoc Alerts TAS User License (Telephony, Text, Email and Mobile Smart App) US Gov - Cloud - AtHoc - Premium Support		1,700	12	
AT.USG.CP.OPD	AtHoc Operational Data Plan (package) US Gov		3	12	
AT.USG.SR.OSTR.2DAY	AtHoc Custom On-Site Training- 2 Days US Gov		2		
AT.USG.SR.PS.DAY	AtHoc Professional Services (per day) US Gov		3		
Base Year TOTAL:					

Option Year 1					
SKU	Product Description	Unit Price	Quantity	Term (months)	Net Price
AT.USG.UL.TAS.CL.AP	AtHoc Alerts TAS User License (Telephony, Text, Email and Mobile Smart App) US Gov - Cloud - AtHoc - Premium Support		300	12	
AT.USG.UL.TAS.CL.AP	AtHoc Alerts TAS User License (Telephony, Text, Email and Mobile Smart App) US Gov - Cloud - AtHoc - Premium Support		1,700	12	
AT.USG.CP.OPD	AtHoc Operational Data Plan (package) US Gov		3	12	
AT.USG.SR.OSTR.2DAY	AtHoc Custom On-Site Training- 2 Days US Gov		1		
Option Year 1 TOTAL:					

Option Year 2					
SKU	Product Description	Unit Price	Quantity	Term (months)	Net Price
AT.USG.UL.TAS.CL.AP	AtHoc Alerts TAS User License (Telephony, Text, Email and Mobile Smart App) US Gov - Cloud - AtHoc - Premium Support		300	12	
AT.USG.UL.TAS.CL.AP	AtHoc Alerts TAS User License (Telephony, Text, Email and Mobile Smart App) US Gov - Cloud - AtHoc - Premium Support		1,700	12	
AT.USG.CP.OPD	AtHoc Operational Data Plan (package) US Gov		3	12	
AT.USG.SR.OSTR.2DAY	AtHoc Custom On-Site Training- 2 Days US Gov		1		
Option Year 2 TOTAL:					

Option Year 3

SKU	Product Description	Unit Price	Quantity	Term (months)	Net Price
AT.USG.UL.TAS.CL.AP	AtHoc Alerts TAS User License (Telephony, Text, Email and Mobile Smart App) US Gov - Cloud - AtHoc - Premium Support		300	12	
AT.USG.UL.TAS.CL.AP	AtHoc Alerts TAS User License (Telephony, Text, Email and Mobile Smart App) US Gov - Cloud - AtHoc - Premium Support		1,700	12	
AT.USG.CP.OPD	AtHoc Operational Data Plan (package) US Gov		3	12	
AT.USG.SR.OSTR.2DAY	AtHoc Custom On-Site Training- 2 Days US Gov		1		
Option Year 3 TOTAL:					

Option Year 4

SKU	Product Description	Unit Price	Quantity	Term (months)	Net Price
AT.USG.UL.TAS.CL.AP	AtHoc Alerts TAS User License (Telephony, Text, Email and Mobile Smart App) US Gov - Cloud - AtHoc - Premium Support		300	12	
AT.USG.UL.TAS.CL.AP	AtHoc Alerts TAS User License (Telephony, Text, Email and Mobile Smart App) US Gov - Cloud - AtHoc - Premium Support		1,700	12	
AT.USG.CP.OPD	AtHoc Operational Data Plan (package) US Gov		3	12	
AT.USG.SR.OSTR.2DAY	AtHoc Custom On-Site Training- 2 Days US Gov		1		
Option Year 4 TOTAL:					

Option Year 5

SKU	Product Description	Unit Price	Quantity	Term (months)	Net Price
AT.USG.UL.TAS.CL.AP	AtHoc Alerts TAS User License (Telephony, Text, Email and Mobile Smart App) US Gov - Cloud - AtHoc - Premium Support		300	12	
AT.USG.UL.TAS.CL.AP	AtHoc Alerts TAS User License (Telephony, Text, Email and Mobile Smart App) US Gov - Cloud - AtHoc - Premium Support		1,700	12	
AT.USG.CP.OPD	AtHoc Operational Data Plan (package) US Gov		3	12	
AT.USG.SR.OSTR.2DAY	AtHoc Custom On-Site Training- 2 Days US Gov		1		
Option Year 5 TOTAL:					
GRAND TOTAL					

Attachment 2: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

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).

(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.

Name and Title of Authorized Representative

Signature Date

Please answer the following:

1. Is this company enrolled in the federal System for Awards Management (SAM)? Yes No

2. If yes, please provide either the DUNS Number _____ or the

Cage Code _____

3. If no, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

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.

Attachment 3: System for Award Management Helpful Information

<https://www.sam.gov/SAM/>

Federal regulations require vendors to be registered in the System for Award Management (SAM) in order to receive awards and payments on federal contracts. (FAR 52.204-7). SAM is a composite procurement system that replaces several government legacy systems, including the Central Contractor Registry (CCR) and serves as a common source of vendor data for government agencies. Registration in SAM is free, and extensive help files are available on the site to assist you with the registration process. SAM registration provides your company the added benefit of being visible to federal, state, and local agencies, as well as other contractors, searching for the products and services your company has to offer.

SAM is maintained by the General Services Administration, but personalized assistance with registration and other government procurement related matters is available through the nationwide network of Procurement Technical Assistance Centers or “PTACs”. To find the PTAC office nearest you, visit the national PTAC website at <http://www.ptac-us.org>. You can also find a listing of PTAC offices by state on the Defense Logistics Agency small business website at the following URL: <http://www.dla.mil/smallbusiness/pages/ptap.aspx>.

In Alaska, contact the Alaska Procurement Technical Assistance Center via their website at <http://www.ptacalaska.org>, or by calling (907) 274-7232 in Anchorage, or via their statewide toll-free number at 1(800) 478-7232. Alaska PTAC staff will assist you with your SAM registration and can answer any other questions you have regarding federal, state, or local procurement opportunities and requirements.

Vendors registered in SAM:

Please provide your business name, Data Universal Numbering System (DUNS®) number, Tax ID, and DoD issued CAGE code to enable us to pull your information for our records.

Vendors NOT registered in SAM:

You will first need to obtain a DUNS® number from Dun & Bradstreet (DnB) before registering. A DUNS® number is required for SAM registration and is free for vendors pursuing federal contracts. You can apply for a DUNS® number online through the DnB website at <http://www.dnb.com>; or by using the webform located at <https://fedgov.dnb.com/webform>

Issuance and activation of a DUNS® number is usually completed within 24 hours. If you need assistance with obtaining a DUNS® number, please contact your local PTAC office.