

# Invitation to Bid

Department of Natural Resources

**NUMBER**

ITB 10 200000035 - 1

**DATE OF ISSUE**

April 09, 2020

**TITLE OF SOLICITATION:**

USV with Side Scan Sonar Scanner for Bathymetry

**DEADLINE FOR RESPONSES:**

April 30, 2020

14:00:00 Alaska Time

**BID RECEIVING LOCATION**

Support Services ANC Admin  
Attn: Procurement  
550 West 7th Avenue  
Suite 1330  
Anchorage, AK 99501-3564

**VENDOR:**

**Name:**

**Address:**

**City, State, Zip Code:**

**Phone #:**

**Email Address:**

**Contact Name:**

**Contact Email:**

**Vendor #:**

**PURPOSE OF SOLICITATION:**

The Department of Natural Resources, Division of Geological and Geophysical Surveys, is soliciting bids for a qualified contractor to provide an Unmanned Surface Vehicle (USV) with Side Scan Sonar Scanner for Bathymetry as specified in this ITB.

**THIS IS NOT AN ORDER.**

**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY.**

Signature X \_\_\_\_\_ Date \_\_\_\_\_

**BID SCHEDULE**

Event Date	Event Description
04/30/20	Solicitation Closing Date/Time

**LINE ITEMS**

Line No.	Description	Quantity	Unit	Unit Cost
1	USV with Side Scan Sonar Scanner for Bathymetry			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
05/01/20	06/30/20		F.O.B. final destination	

<b>BILL TO:</b>	<b>SHIP TO:</b>
DGGS Fairbanks Attn: DGGS 3354 College Road Fairbanks, AK 99709	DGGS Fairbanks Attn: DGGS 3354 College Road Fairbanks, AK 99709
<b>Extended Description:</b> Autonomous Side Scan Sonar Scanner for Bathymetry. Cost not to exceed \$275,000.00	

#### EVALUATION CRITERIA

Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
12	Minimum Req		
18	Cost 100%	100	

<b><u>PREFERENCES</u></b>	
<b>Does your business qualify for the Alaska bidder preference?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Does your business qualify for the Alaska veteran preference?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No

**Important Notice:** If you received this solicitation from the State of Alaska's "Vendor Self-Service" web site, you must register with the procurement officer to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

**PROCUREMENT OFFICER:** Shawn Olsen

**TELEPHONE NUMBER:** (907)269-8687

**EMAIL:** shawn.olsen@alaska.gov

Terms and Conditions		
No.	Name	Section
001	Invitation to Bid	1

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## ***SECTION 1. INTRODUCTION & INSTRUCTIONS***

### **SEC. 1.01 PURPOSE AND INTENT OF THE INVITATION TO BID (ITB)**

The Department of Natural Resources, Division of Geological and Geophysical Surveys, is soliciting bids for a qualified contractor to provide an Unmanned Surface Vehicle (USV) with Side Scan Sonar for Bathymetry as specified in this ITB.

### **SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS**

Bids must be received no later than 2:00 PM Alaska Time on April 30, 2020, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

### **SEC. 1.03 PRIOR EXPERIENCE**

Bidders shall have three years' experience providing USVs with Side Scan Sonar Scanners for Bathymetry.

### **SEC. 1.04 INVITATION TO BID REVIEW**

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least 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.

### **SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS**

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

Deadline for receipt of questions is April 20, 2020 no later than 2:00 PM Alaska Time.

### **SEC. 1.06 SITE INSPECTION**

Potential bidders are encouraged to familiarize themselves with the work site location so that they can have an understanding with the conditions under which the work described in this ITB will be performed. The bidder's failure to not be familiar with the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB.

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## **SEC. 1.07 SUBMITTING BIDS**

Faxed bids, oral bids, or bids submitted through IRIS Vendor Self-Service (VSS), are not acceptable, and will be rejected by the State.

Bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

Department of Natural Resources  
Division of Support Services  
Attention: Shawn M. Olsen  
Invitation to Bid (ITB) Number: 10 200000035-1  
ITB Title: USV with Side Scan Sonar Scanner for Bathymetry  
550 West 7<sup>th</sup> Avenue, Suite 1330  
Anchorage, Alaska 99501

If submitting a bid via email, the bid may be emailed to [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov) and must contain the ITB number in the subject line of the email. The maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the State recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

It is the bidder's responsibility to contact the issuing agency at (907) 269-8687 to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

## **SEC 1.08 ENROLLMENT IN IRIS**

Bidders will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this ITB. Enrollment can be done online at the following link: <http://doa.alaska.gov/dof/iris/vendor.html>. Bidders who are not enrolled prior to award of a contract will be notified by DNR Procurement and be required to either enroll via IRIS Vendor Self Service (IRIS VSS) or provide documentation required by the DNR Procurement Officer for enrollment. Failure of a bidder to enroll in the IRIS database or provide required documentation to the DNR Procurement Officer will delay award of the contract and may delay issuance of Resource Orders or Delivery Orders for contract work.

## **SEC. 1.09 BID FORMS**

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

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### **BIDDER'S CERTIFICATION**

By signature on the bid, the bidder certifies that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal and state government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the and federal and state government;
- (e) all terms and conditions set out in this ITB;
- (f) the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- (g) that the offers will remain open and valid for at least 90 days.

If any bidder fails to comply with (a) through (g) of this paragraph, the State reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

### **CONFLICT OF INTEREST**

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to consider a bid non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

### **SEC. 1.10 PRICES**

The bidder shall state prices in the units of issue on this ITB. 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.

### **SEC. 1.11 PRE-BID CONFERENCE**

Not applicable for this ITB.

### **SEC. 1.12 ASSISTANCE TO BIDDERS WITH A DISABILITY**

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than 10 days prior to the deadline for receipt of bids.

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### **SEC. 1.13 AMENDMENTS TO BIDS**

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids. No amendments or withdrawals will be accepted after the deadline unless they are in response to the State's request in accordance with 2 AAC 12.290.

### **SEC. 1.14 AMENDMENTS TO THE ITB**

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

### **SEC. 1.15 ITB SCHEDULE**

The ITB schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

Issue Date / ITB Released: April 9, 2020

Questions Due: April 20, 2020 by 2:00 PM

Deadline for Receipt of Bids / Bid Due Date: April 30, 2020 by 2:00 PM

This ITB does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Natural Resources, or the Commissioner's designee. Upon written notice to the Contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

### **SEC. 1.16 ALTERNATE BIDS**

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

### **SEC 1.17 SUPPORTING INFORMATION**

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement 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.



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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.

#### **SEC. 1.18 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 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.

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## **SECTION 2. CONTRACT INFORMATION**

### **SEC. 2.01 CONTRACT TERM**

The length of the contract will be from the date of award of fully executed contract until completion. Renewal or extensions options may be authorized subject to the requirements of the State of Alaska procurement code.

### **SEC. 2.02 CONTRACT ADMINISTRATION**

Overall contract management for contracts resulting from this ITB are Procurement Specialists assigned to the Department of Natural Resources, Support Services Division, Procurement Section (DNR Procurement). Procurement Specialists assigned to DNR Procurement can be reached by telephone at 907-269-8666 or 907-269-8687; by fax at 907-269-8909; or by email at [dnr.ssd.procurement@alaska.gov](mailto:dnr.ssd.procurement@alaska.gov). Any changes, amendments, disputes, or other contractual matters shall be directed to the DNR Procurement Section.

### **SEC. 2.03 CONTRACT FUNDING**

Bidders are advised that funds are available for the initial purchase and/or the first year of the contract. Payment and performance obligations for succeeding purchases and/or additional years of the contract are subject to the availability and appropriation of funds.

### **SEC. 2.04 CONTRACT EXTENSION**

Unless otherwise provided in this ITB, the State and the successful bidder/Contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide written notice to the Contractor of the intent to cancel the month-to-month extension at least 30 days before the date of cancellation. Any such extension shall be executed by the procurement officer via a contract amendment.

### **SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the Contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The Contractor will not commence additional work until the procurement officer has secured required State approvals necessary for the amendment and issued a written contract amendment.

### **SEC. 2.06 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 2.07 JOINT VENTURES**

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Joint ventures will not be allowed.

## **SEC. 2.08 CONTACT PERFORMANCE LOCATION**

The location(s) the work is to be performed, completed and managed is throughout remote foothills belt of the Brooks Range area in northern Alaska.

The State will not provide workspace for the Contractor. The Contractor must provide its own workspace.

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.

## **SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of a contract. If the State makes such an inspection, the Contractor must provide reasonable assistance.

## **SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS**

### **(a) Specifications for the UAS Sonar equipment**

Able to be carried and launched by no more than two persons fully assembled with no additional equipment.

#### **(i) Hull Type;**

- 1) Man portable catamaran design.**

#### **(ii) Coloring;**

- 1) White with Red/Green Port/Starboard coloring for user situational awareness.**

#### **(iii) Hull Construction;**

- 1) Foam filled fiber reinforced plastic.**

#### **(iv) Hull Length;**

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- 1) <2 meters.
- (v) Vehicle Beam;
  - 1) <1 meter.
- (vi) Complete system weight assembled including battery and sonar;
  - 1) <65kg.
- (vii) Top Speed complete system (excluding subbottom, but including all other sonar and INS);
  - 1) >6.0 knots.
- (viii) Power;
  - 1) 1X Swappable 1500 Whr 24VDC NOM battery.
- (ix) Battery Compartment;
  - 1) Water tight & Isolated from all other vehicle compartments.
- (x) Charging;
  - 1) With battery installed and removed from vehicle.
- (xi) Max Draft (complete system including sonar);
  - 1) <.23 meters.
- (xii) Propulsion;
  - 1) 2X modular socket thrusters with counter rotating propellers completely pocketed into hulls.
- (xiii) Steering;
  - 1) Differential Thrust.
- (xix) Propeller material;
  - 1) Brass with Stainless steel shaft;
  - 2) Stainless steel thruster guard.
- (xx) 2X external IP68 User USB 3.0 Ports;
- (xxi) Data Storage;
  - 1) Via onboard windows data acquisition computer with imbedded i5 processor & 500GB solid state drive.
- (xxii) Autonomous & Remote control modes;

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- 1) **Compatible HYPACK Survey;**
  - 2) Thruster (RC);
  - 3) Heading;
  - 4) Standby;
  - 5) Station keep;
  - 6) Auto Return to Recovery position;
  - 7) Stream Gauge Mode;
  - 8) Auto HYPACK Mode (automatically execute surveys and navigation via HYPACK Survey. No line file conversion required.);
  - 9) Waypoint Mode.
- (xxiii) Autonomous fail safes;
- 1) 2X integrated battery backups with automatic shutdown scripts for vehicle controller and onboard data acquisition computer in case of complete discharge of main battery;
  - 2) Work within defined boundary;
  - 3) Minimum operating depth failsafe,
  - 4) Lost communications failsafe;
    - a) Selectable actions: Continue, standby, station keep, return to recovery position.
  - 5) Realtime battery capacity feedback via integrated Battery Management System (BMS);
  - 6) Low battery fault warning & annunciation to user;
  - 7) Internal time stamped logging of all low level and high-level parameters including but limited to
    - a) Commanded & current thrust;
    - b) Commanded and current control mode;
    - c) Commanded and current heading;
    - d) Speed over ground;
    - e) Course over ground;
    - f) System current;
    - g) System Voltage;
    - h) Battery Capacity;

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- i) Port thruster current, RPM, & stator temp, & stall faults;
- j) Starboard thruster current, RPM, & stator temp, & stall faults;
- k) Fault status;
- l) Input out/ status (current condition of each On/Off function, selected heading device, battery backup volts & current status).

**(xxiv)** Ability To remotely power cycle all onboard systems via shoreside interface;

- 1) Vehicle;
- 2) Thrusters;
- 3) Inertial navigation system;
- 4) Sonar;
- 5) Sound velocity sensor;
- 6) Onboard data acquisition computer.

**(xxv)** Sonar;

- 1) Tightly integrated\* Multiphase Echosounder (MPES);
  - a) 540-550 kHz bathymetry;
  - b) 540-550 kHz Side Scan Sonar;
  - c) 540-550 kHz Motion tolerant Side Scan Sonar;
  - d) 1600 kHz Side Scan Sonar;
  - e) Backscatter;
  - f) 2/24 kHz sub bottom profiler.
- 2) Tightly integrated means bathy/side scan transducers are to recess into each hull. Transducers are not slung between the two catamaran hulls. The Sub bottom projector is to be completely recessed into the port hull, and protected from grounding events.

**(xxvi)** Inertial Navigation System specification;

- 1) -0.1° Roll and Pitch over 360°;
- 2) -0.2° Heading (Dual Antenna RTK GNSS);
- 3) -5 cm Real-time Heave;
- 4) -2 cm Position (RTK);
- 5) -5 cm heave accuracy.

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(xxvii) Acquisition Software;

- 1) HYPACK HYSWEEP & MAX.

(xxviii) Sound Velocity;

- 1) AML micro SV flush mounted in Starboard hull.

(xxix) Documentation

- 1) Complete documentation package including
  - a) Complete Operations manual;
  - b) User quick start.

## **SEC. 2.11 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.

## **SEC. 2.12 PARTS BOOKS AND MAINTENANCE MANUALS**

Parts books and maintenance manuals must be provided at the same time that the equipment is delivered. The cost of the parts books and maintenance manuals must be included in the bid price of the equipment.

## **SEC. 2.13 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 must be included in the bid price of the equipment.

## **SEC. 2.14 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 bid non-responsive and reject the bid.

## **SEC. 2.15 WARRANTY**

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The Contractor warrants every unit purchased against faulty materials and workmanship for a minimum period of at least two years. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the State. Bids, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the State's rights under this warranty clause will be considered null and void. The State is not responsible for identifying conflicting warranty conditions before issuing a contract award. After award of the contract:

if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail; and

if the State's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

#### **SEC. 2.16 LEMON CLAUSE**

This clause applies to all equipment purchased through this contract. The application period is 12 months from the date of purchase. This clause takes precedence over any other warranty or service maintenance clauses associated with this contract.

Any equipment that fails (except due to operator error) to operate according to the manufacturer's published performance specifications FREQUENCY and/or is subject to recurring related problems must be replaced with the same make and model of new equipment at no cost to the State.

#### **SEC. 2.17 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.

#### **SEC. 2.18 F.O.B. POINT**

The cost of shipping and delivery within Fairbanks, Alaska is to be included in the bid price. There will be no additional charge for shipping and delivery within Fairbanks, Alaska.

#### **SEC. 2.19 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.

#### **SEC. 2.20 DELIVERY TIME**



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The elapsed time between the time the State places an order and the time that order is actually shipped from the Contractor's place of business must be entered in the space provided on the Bid Schedule. This processing time shall remain constant throughout the life of the contract(s).

#### **SEC. 2.21 INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The Contractor is responsible for proving all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The State may instruct the Contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The Contractor will not unreasonably withhold such changes.

Substantial failure of the Contractor to perform the contract may cause the State to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

#### **SEC. 2.22 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.

#### **SEC. 2.23 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 or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

#### **SEC. 2.24 CONTRACT PRICE AND PRICE ADJUSTMENTS**

Contract prices will remain firm fixed throughout the term of the contract.

#### **SEC. 2.25 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.

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“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.

## **SEC. 2.26 INSURANCE**

Without limiting the Contractor's indemnification, it is agreed that the Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

### **Proof of insurance is required for the following**

#### **Workers' Compensation Insurance**

The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

#### **Commercial General Liability Insurance**

Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

#### **Commercial Automobile Liability Insurance**

Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

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.

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## **SECTION 3. CONTRACT INVOICING AND PAYMENTS**

### **SEC. 3.01 BILLING INSTRUCTIONS**

All invoices produced by the contractor must contain the following information at a minimum:

- (a) Contract Number and title;
- (b) Identification of billing period;
- (c) An itemized listing of deliverables and charges for the invoiced period;
- (d) Total amount billed;
- (e) Date invoice was submitted for payment; and
- (f) Entity name, contact information, and Alaska vendor number.

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The State will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

### **SEC. 3.02 PAYMENT FOR STATE PURCHASES**

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to the State, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

### **SEC. 3.03 PROMPT PAYMENT FOR STATE PURCHASES**

The State is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The State shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer is initiated.

### **SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED**

Because of the additional administrative and accounting time required of the State when third party financing agreements are permitted, they will not be allowed under this contract.

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## **SECTION 4. EVALUATION AND CONTRACTOR SELECTION**

### **SEC. 4.01 EVALUATION OF BIDS**

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

Bidder shall be required to provide within five working days of the State's request, the information listed below. Failure to provide the information within the stated time frame may be considered sufficient reason for the rejection of the bid, or cancellation of the contract, if not detected until after award of the contract:

### **SEC. 4.02 APPLICATION OF PREFERENCES**

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

### **SEC. 4.03 ALASKA BIDDER PREFERENCE**

Procurement Officer Note: this section should not be altered or deleted. the exception is if you're using the Alaska bidder preference certification form. then the Alaska bidder preference statement section below can be altered to require the bidder to include the form with their bid in order to receive the preference.

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;

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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 Statement**

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

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

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

### **SEC. 4.04 ALASKA VETERAN PREFERENCE**

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

(a) sole proprietorship owned by an Alaska veteran;

(b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;

(c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or

(d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), 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 government, or the general public.

### **Alaska Veteran Preference Statement**

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

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#### **SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

#### **SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

#### **SEC. 4.07 PREFERENCE QUALIFICATION LETTER**

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder 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.

#### **SEC. 4.08 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.

#### **SEC. 4.09 METHOD OF AWARD**

Award will be made to the lowest responsive and responsible bid on the Total Cost identified in the Bid Schedule.

#### **SEC. 4.10 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

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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 procurement 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 procurement officer does so without a contract and at their own risk.

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

### **SEC. 5.01 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 Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO 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:

- Copy of an Alaska business license;
- Certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- A canceled check for the Alaska business license fee;
- A copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- A sworn and notarized statement 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.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

### **SEC. 5.02 AUTHORITY**

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



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### **SEC. 5.03 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.

### **SEC. 5.04 SUITABLE MATERIALS, ETC.**

Unless otherwise specified in this ITB, 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.

### **SEC. 5.05 SPECIFICATIONS**

Unless otherwise specified in this 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.

### **SEC. 5.06 CONTRACTOR SITE INSPECTION**

The State may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the State's expense will make site inspection.

### **SEC 5.07 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. Unless otherwise specified in 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.

### **SEC. 5.08 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/j/tip/>

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

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## **SEC. 5.09 RIGHT OF REJECTION**

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the State. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest.

**A bid from a debarred or suspended bidder shall be rejected.**

## **SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

## **SEC. 5.11 DISCLOSURE OF BID CONTENTS**

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the State's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons

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for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

## **SEC. 5.12 ASSIGNMENTS**

Per 2 AAC 12.480, the Contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.

## **SEC. 5.13 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.

## **SEC. 5.14 DEFAULT**

In case of default by the Contractor, for any reason whatsoever, the State may procurement 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.

## **SEC. 5.15 DISPUTES**

If the Contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

## **SEC. 5.16 SEVERABILITY**

If any provision of the contract or agreement is found to be invalid or 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.

## **SEC. 5.17 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 only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

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## **SEC. 5.18 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 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## **SEC. 5.19 SOLICITATION ADVERTISING**

Public notice has been provided in accordance with 2 AAC 12.220.

## **SEC. 5.20 QUALIFIED BIDDERS**

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- (a) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- (b) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

## **SEC 5.21 FEDERALLY IMPOSED TARIFFS**

Changes in price (increase or decrease) resulting directly from a new or updated Federal Tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

**Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the Procurement Officer.

**After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
- b) The Contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.

**After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the Contractor is required to

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pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.

**State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.

**Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SEC. 5.22 PROTESTS

AS 36.30.560 provides that an interested party may protest the content of the ITB.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least 10 days prior to the deadline for receipt of bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within 10 days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- The name, address, and telephone number of the protester;
- The signature of the protester or the protester's representative;
- Identification of the contracting agency and the solicitation or contract at issue;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

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## ***SECTION 6. ATTACHMENTS***

### **SEC. 6.01 ATTACHMENTS**

#### **Attachments:**

1. Federal Debarment, Suspension, Etc. Certification Form;
2. Bid Schedule, Bidder Information, and Preference Certification;

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## **ATTACHMENT 1**

### **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)**

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.

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 of Representative: \_\_\_\_\_.

Title of Representative: \_\_\_\_\_.

Signature: \_\_\_\_\_.

Date: \_\_\_\_\_.

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.

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## 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.



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## ATTACHMENT 2

### BID SCHEDULE, BIDDER INFORMATION, and PREFERENCE CERTIFICATION

**The Total Cost shown on the Bid Schedule will be used only for award and evaluation purposes.** The State will only pay for the Unmanned Surface Vehicle (USV) with Side Scan Sonar Scanner for Bathymetry as specified in the ITB. The State does not guarantee a minimum or maximum amount of USVs resulting from this ITB.

The Contractor must include the F.O.B. Point costs in the Total Costs.

**(a) TOTAL COSTS** for one USV with Side Scan Sonar Scanner for Bathymetry.

Total Cost \$ \_\_\_\_\_

**(c) Delivery Time** from when the State places the order and the time that the order is actually shipped from the Contractor's place of business: \_\_\_\_\_

#### BIDDER INFORMATION

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Company Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact Fax Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

#### PREFERENCE CERTIFICATION

**(a)** Does your company qualify for the Alaska Bidder's Preference?    YES    NO

If yes, you must have a current Alaska Business license at the Deadline for Responses.