

INVITATION TO BID PACKAGE



RETURN THIS BID TO THE ISSUING OFFICE:

LEGISLATIVE AFFAIRS AGENCY Procurement and Supply Section

Issuing Office Mailing Address: State Capitol, 120 4th Street, Room 3, Juneau, AK 99801-1182

Issuing Office Hand Delivery Address: Terry Miller Legislative Office Building, 129 6th Street, Room 222, Juneau, Alaska

ITB NO. 654

ALASKA LEGISLATURE UNIFIED TELEPHONE SYSTEM

SEALED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS OR MUST BE EMAILED TO JC.KESTEL@AKLEG.GOV BY 11:30 A.M. ALASKA TIME ON WEDNESDAY, JUNE 8, 2022. FAXED PROPOSALS ARE NOT ALLOWED.

Under AS 36.30.020, the Alaska Legislative Council adopted procurement procedures that were based on competitive principles consistent with AS 36.30 and adapted to the special needs of the Legislative Branch. Therefore, the Legislative Branch follows its own procurement procedures (Alaska Legislative Procurement Procedures) and is not subject to the procurement procedures of the Executive Branch. However, if the contract falls into an exemption under sec. 002 of the Alaska Legislative Procurement Procedures, the procedures will also not apply, unless and except as provided in this ITB. Copies of the Alaska Legislative Procurement Procedures are available upon request or at <https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=97814>.

IMPORTANT NOTICE: YOU MUST REGISTER WITH THE PROCUREMENT MANAGER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS, WHETHER YOU RECEIVED THIS INVITATION TO BID (ITB) FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEBSITE, VIA THE MAIL, OR FROM ANOTHER SOURCE. FAILURE TO CONTACT THE PROCUREMENT MANAGER MAY RESULT IN THE REJECTION OF YOUR PROPOSAL. BIDDERS SHALL THOROUGHLY REVIEW ALL THE REQUIREMENTS OF THE ITB WHEN SUBMITTING THEIR BIDS.

JC Kestel, Procurement Manager
PH: 907-465-6705
TDD: 907-465-4980
Email: JC.Kestel@AKLeg.gov

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SECTION ONE - NOTICES TO BIDDERS

1.01 RIGHT OF REJECTION

A Bid may be rejected if the bid contains a material alteration or erasure that is not initialed by the signer of the bid.

The Procurement Manager may waive minor informalities that:

- a) do not affect responsiveness;
- b) are merely a matter of form or format;
- c) do not change the relative standing of or otherwise prejudice other offers;
- d) do not change the meaning or scope of the ITB;
- e) are trivial, negligible, or immaterial in nature;
- f) do not reflect a material change in the work, services, or products requested; or
- g) do not constitute a substantial reservation against a requirement or provision.

1.02 PHOTOCOPIES

Photocopied bids may be submitted.

If the Bidder chooses to submit their bid through email, a scanned copy of the original signed document, submitted by email, is sufficient to meet the requirement of this section. However, at any time, the Procurement Manager may request that an Bidder provide the Procurement Manager with the original signed document. If requested by the Procurement Manager, the Bidder shall deliver the original signed document to the Procurement Manager within five (5) business days of the request. Failure to provide the Procurement Manager with an original signed document under this paragraph may result in an Offer being determined to be unresponsive or termination of a contract resulting from this ITB.

1.03 ALASKA BUSINESS LICENSE AND LEGAL ENTITY

The Bidder must have a current, valid Alaska business license when the bid is submitted. The Bidder must include the business license number on the bid form in sec. 4.01 (ITB BID SUBMISSION FORM) of this ITB when the bid is submitted. If the Bidder is a corporation or a limited liability company, the business entity must be in good standing with the State of Alaska Department of Commerce, Community, and Economic Development at the time of bid submission. **For more information regarding an Alaska business license or legal entity's status, please contact the Division of Corporations, Business, and Professional Licensing in the Department of Commerce, Community, and Economic Development at (907) 465-2550 or visit: <https://www.commerce.alaska.gov/web/cbpl>.** If an Bidder fails to comply with this paragraph, the Legislative Affairs Agency (Agency) reserves the right to disregard the bid.

1.04 U.S. FUNDS

Prices quoted shall be in U.S. funds.

1.05 TAXES

All bids shall be submitted exclusive of federal, state, and municipal taxes.

1.06 CONTACTS / ITB QUESTIONS / CONTACT PERSON

BIDDERS OR THEIR AGENTS MAY NOT CONTACT ANY MEMBER OF THE LEGISLATURE OR THEIR STAFF REGARDING THIS ITB. All questions concerning this Invitation to Bid must be directed to the Procurement Manager of the Legislative Affairs Agency.

There are generally two types of questions:

- (1) A question which can be answered by directing the Bidder to the specific section of the Invitation to Bid where the information is found. Response to these questions may be given over the phone but are limited to directing the Bidder to a portion of the ITB which can then be read by the Bidder.
- (2) A question that would require the Procurement Manager to clarify or interpret part of the Invitation to Bid or its intent. Response to this type of question will not be given except in writing via amendment to the ITB, and Bidders must put these questions in writing; "writing" includes, but is not limited to, email; these questions should be received by the Procurement Manager at least ten (10) days prior to the deadline for receipt of Bids.

The Procurement Manager is JC Kestel, Legislative Affairs Agency, State Capitol, 120 4th Street, Room 3, Juneau, Alaska. EMAIL: JC.Kestel@AKLeg.Gov, PH: 907-465-6705, TDD: 907-465-4980.

1.07 REVIEW OF ITB

Bidders shall carefully review this ITB, without delay, for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material must be made in writing and should be received by the Procurement Manager at least ten (10) days before the deadline for receipt of Bids. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of an Bidder's quotation upon which award could not be made.

1.08 PROTEST

If an Bidder wishes to protest a solicitation, the award of a contract, or the proposed award of a contract, the protest must be filed as required by secs. 230 and 240 of the Alaska Legislative Procurement Procedures.

1.09 BID SUBMISSION, DELIVERY, AND ACCEPTANCE

An Bidder must submit and deliver its bid in one sealed package to the issuing office identified on Page 1 of this ITB or may email its bid to the Procurement Manager at the email address shown on Page 1 of this ITB, no later than the date and time listed on Page 1 of this ITB as the deadline for receipt of quotation. If mailed or hand delivered, the package must be marked on the outside to identify the ITB and the Bidder. If emailed, the email must contain the ITB number in the subject line of the email. Bidders must use the form in sec. 4.01 (ITB BID SUBMISSION FORM) of this ITB for submitting bids.

Only one (1) completed and signed copy of sec. 4.01 (ITB BID SUBMISSION FORM) of this ITB (all pages) should be submitted in a sealed envelope or PDF document marked with the ITB number on the outside of the envelope or with the ITB number in the subject line of the email that the PDF quotation is sent in.

Emailed quotations must be submitted as an attachment in PDF format. The PDF document should be named in a format such as "Bidder A – Bid for ITB 654.pdf" (Bidder A is the name of the Bidder).

Please note that the maximum size of a single email (including all text and attachments) that can be received by the Agency is 20 megabytes (mb). If the email containing the bid exceeds this size,

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the bid must be sent in multiple emails that are each less than 20mb and each email must comply with the requirements described in the previous two paragraphs.

The Agency is not responsible for unreadable, corrupt, or missing attachments. It is the Bidder's responsibility to contact the issuing office through email or at (907) 465-6705 - Voice, (907) 465-4980 - TDD to confirm that the emailed bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

It is the responsibility of the Bidder to ensure that their bid and any Agency-issued ITB amendments (signed by the Bidder) are in the issuing office of the Agency prior to the scheduled bid closing time. A bid will be rejected if the bid and any signed amendments are not received prior to the closing date and time.

1.10 DISCUSSIONS WITH BIDDERS

This paragraph is removed for purposes of this ITB.

1.11 AMERICANS WITH DISABILITIES ACT

The Alaska State Legislature 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 submit a bid should contact JC Kestel, Procurement Manager, Legislative Affairs Agency, (907) 465-6705 - Voice, (907) 465-4980 - TDD within a reasonable time, as determined by the Agency, before the bids are due, to make any necessary arrangements.

1.12 PREFERENCE FOR ALASKA BIDDER

In addition to other preferences allowed the bidder under this ITB, an Alaska bidder will receive a five percent (5%) preference. An Alaska bidder is a bidder who: (a) holds a current Alaska business license; (b) submits a bid for the contract under the name as appearing on the person's current Alaska business license; (c) has maintained a place of business in the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the opening date of this bid; (d) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and (e) if a joint venture, is composed entirely of ventures that qualify under (a) - (d) of this paragraph. Check the box on the Bid Form to indicate your eligibility.

1.13 FUND OBLIGATIONS

The funds are available in an appropriation to pay for the Agency's monetary obligations under the contract through June 30, 2022. The availability of funds to pay for the Agency's monetary obligations under the contract is contingent upon appropriation of funds for the particular fiscal year involved. In addition to any other right of the Agency under this contract to terminate the contract, if, in the judgment of the Executive Director of the Agency, sufficient funds are not appropriated, the contract will be terminated by the Executive Director or amended, without liability of the Agency for the termination or amendment. To terminate under this section, the Agency or Project Director shall provide written notice of the termination to the Successful Bidder.

1.14 BID SECURITY

All bids shall be accompanied by a bid security in the form of an acceptable Bid Bond, or a certified check, cashier's check, or money order made payable to the State of Alaska, Legislative Affairs Agency. The bid security is required in the amount of five (5) percent of the amount of the bid amount.

If the bidder fails to furnish an acceptable bid security with the bid, the bid will be rejected as non-responsive. An individual surety will not be accepted as a bid security. The bid securities of the two lowest bidders will be held by the Agency until the contract has been executed, after which such bid securities will be returned. All other bid securities will be returned as soon as practicable. If all bids are rejected, all bid securities will be returned as soon as practicable. **(Bid Bond is attached in Section Four (Attachments) of this RFP for the Bidder's use).**

1.15 PERFORMANCE AND PAYMENT BONDS

If this contract exceeds \$100,000, the Successful Bidder must provide a performance bond and a payment bond that satisfy AS 36.25.010(a). If the Successful Bidder fails to furnish the required performance bond and payment bond within 14 calendar days of the issuance of the Agency's notice to proceed with the Work and Services to the Successful Bidder, the Agency may determine the Successful Bidder to be a non-responsive Bidder and award the contract to the next lowest Bidder. The Performance Bond must be in an amount equal to 50% of the bid price and the Payment Bond must be an amount equal to 50% of the bid price. **(Performance Bond and Payment Bond are attached in Section Four (Attachments) of this RFP for the Successful Bidder's use).**

1.16 CANCELLATION; REJECTION OF ALL BIDS; PREPARATION COSTS

This ITB does not obligate the Agency or the Alaska Legislative Council to award a contract or to pay any costs incurred in the preparation of the bid if a contract is not awarded. This ITB may be cancelled, or all bids rejected, as provided in sec. 120 of the Alaska Legislative Procurement Procedures. Among the reasons that justify cancellation is that all of the responsive bids exceed the funds available for the contract.

1.17 REJECTION OF INDIVIDUAL BIDS

A bid may be rejected in whole or in part when in the best interest of the Agency, as provided in sec. 130 of the Alaska Legislative Procurement Procedures.

1.18 PROCUREMENT PROCEDURES

If applicable, the Alaska Legislative Procurement Procedures may be found at: <https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=97814>.

1.19 ADDITIONAL TERMS AND CONDITIONS

The Agency reserves the right to include additional terms and conditions in the contract. However, these terms and conditions must be within the scope of the ITB and may not amount to a material modification of this ITB.

1.20 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Agency shall have the right to cancel this contract without liability or, in its discretion, to deduct price of consideration from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

1.21 JOINT VENTURES

Joint ventures are acceptable if one party is designated as the primary point of contact. If submitting a proposal as a joint venture, the Bidder must submit a copy of the joint venture

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agreement which identifies the principals involved and their rights and responsibilities regarding performance of the Contract and payment.

1.22 FORMAT OF CONTRACT

The contract entered into as a result of this ITB will be in the contract format desired by the Agency and will include the provisions of the ITB that apply to the contract.

1.23 CONTRACT NEGOTIATIONS

This paragraph is removed for purposes of this ITB.

1.24 FAILURE TO NEGOTIATE

This paragraph is removed for purposes of this ITB.

1.25 FIRM OFFER

For the purpose of award, bids made in accordance with this ITB shall be good and firm for a period of ninety (90) days from the deadline for receipt of quotation in response to the ITB.

1.26 AWARD OF CONTRACT

AWARD OF THIS ITB IS SUBJECT TO APPROVAL BY THE ALASKA STATE LEGISLATURE LEGISLATIVE COUNCIL.

1.27 AWARD CRITERIA

All Bidders should note that final award of a contract based on this ITB is solely based on the price. The responsive and responsible Bidder with the lowest total bid price will be recommended for contract award.

1.28 NOTICE OF INTENT TO AWARD

Upon selection of an apparent Successful Bidder, the Procurement Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Bidders. The NIA will list the names and addresses of all Bidders and identify the bid selected for award.

1.29 CONTRACT AMENDMENTS

In addition to any other amendment the parties may be allowed to make under the contract, the terms of the contract entered into as a result of this ITB may be amended by mutual agreement of the parties if the Agency determines that the amendment is in the best interests of the Agency.

1.30 CONTRACT ASSIGNMENT/TRANSFER

Assignment or transfer of the contract entered into as a result of this Invitation To Bid is subject to sec. 160 of the Alaska Legislative Procurement Procedures.

1.31 TERMINATION OF CONTRACT

Upon delivery of written notice to the Successful Bidder, the contract may be terminated by the Agency or Project Director with or without cause. To terminate, the Agency or Project Director shall provide notice by email or delivery of a hard copy to the Successful Bidder, whichever method is selected in the sole discretion of the Agency or Project Director. If this contract is so terminated and the termination is not based on a breach by the Successful Bidder, the Agency shall compensate the Successful Bidder for services and/or products provided under the terms of the contract up to the date the termination notice is delivered, provided the Successful Bidder provides the Agency with a statement in writing containing a description of the services and/or products provided prior to contract termination and a copy of all documents, reports, material, and other items required to be delivered to the Project Director by this ITB.

1.32 BINDING ON SUCCESSORS

The contract issued as a result of this ITB and all the covenants, provisions, and conditions contained in the contract shall inure to the benefit of and be binding upon the successors and assigns of the Successful Bidder and the Agency.

1.33 BREACH OF CONTRACT

In case of a breach of the contract, for whatever reason, by the Contractor, the Agency may procure the services from other sources and hold the Contractor responsible for damages resulting from the breach.

1.34 APPLICABLE LAWS

The Successful Bidder and its offer must comply with all applicable federal, state, and municipal labor, wage/hour, safety, and any other laws which have a bearing on the contract, and the Successful Offer must have all licenses, registrations, permits, and certifications required by the Agency and state and municipal law for performance of the contract covered by this ITB.

1.35 VENUE AND APPLICABLE LAW

If the parties find it necessary to litigate the terms of the contract, the venue shall be the State of Alaska, First Judicial District at Juneau, and the contract shall be interpreted according to the laws of Alaska.

1.36 RECORDS; AUDIT

These requirements are in addition to any other records required by this ITB. Unless the resulting contract will be primarily for products, the Contractor shall accurately maintain detailed daily records that state the date of the service, the start and finish times of the service for each day, and describe the service done during the day. For all types of contracts, the Contractor shall also keep any other records that are required by the Agency or Project Director. The records required by this paragraph are subject to inspection by the Agency or the Project Director at all reasonable times.

1.37 OWNERSHIP AND REUSE OF DOCUMENTS

Unless an ITB is soliciting primarily for products; all documents, reports, material, and other items generated as a consequence of service done under this contract are the property of the Agency. To the extent the Bidder has any interest in the copyright for these items under the copyright laws of the United States, the Bidder transfers any and all interest the Bidder has in the copyright for these items to the Agency, and the Agency will be the owner of the copyright for these items. Upon completion of the service or termination of the contract, the items shall be delivered to the Project Director. Bidder acknowledges that all the items are Agency records and, as a result, are public records.

1.38 MATERIALS AND PROCESSES COVERED BY PATENTS, TRADEMARKS, OR COPYRIGHTS

If the Bidder employs any design, device, material, or process covered by a patent, trademark or copyright, the Bidder shall provide for the use by suitable legal agreement with the owner. The Bidder shall indemnify and hold harmless the Legislature of the State of Alaska, the Agency and their officers, agents, and employees, and any affected third party from any and all claims for infringement by reason of the use of the patented design, device, material or process, or any trademark or copyright, and shall indemnify the Agency for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement at any time during the contract or after the completion of the contract.

1.39 INDEMNIFICATION

The Successful Bidder shall indemnify, hold harmless, and defend the Agency and the Agency's officers, agents, and employees from liability of any nature or kind, including, but not limited to, costs, attorney fees, and expenses, for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property as a result of any error, omission, or negligence of the Successful Bidder that occurs on or about the Agency's premises or that relates to the Successful Bidder's performance of its contract obligations.

1.40 FORCE MAJEURE

The Successful Bidder is not liable for the consequences of any delay or failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Successful Bidder. For the purposes of this section, "Force Majeure" means war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; drought; flood; earthquake; epidemic; quarantine; or strike.

1.41 INSURANCE

Without limiting the Successful Bidder's indemnification responsibilities under paragraph 1.39 (Indemnification) of these Scope of Service and Services of this ITB, it is agreed that the Successful Bidder shall purchase at its own expense and maintain in force at all times during the contract the following insurance:

1. workers' compensation insurance as required by AS 23.30.045(d) for all employees engaged in work and services under the contract and as required by any other applicable law; the Successful Bidder will be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract; the coverage under this paragraph must include a waiver of subrogation against the State of Alaska;
2. comprehensive general liability insurance covering all business premises of, and operations by or on behalf of, the Successful Bidder in the performance of the contract, including, but not limited to, blanket contractual coverage, products coverage, premises and operations coverage, independent contractors coverage, broad form property damage endorsement, and personal injury endorsement; the policy must have minimum coverage limits of \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable; unless waived by the Agency, the insurance policy shall name the Agency as an additional insured;
3. commercial automobile liability insurance covering all vehicles used by the Successful Bidder or any subcontractor who directly or indirectly provides services under this contract in the performance of the contract, with minimum coverage limits of \$500,000 combined single limit per occurrence;

Certificates of Insurance must be furnished to the Procurement Manager before a contract is entered into. Each of the required insurance policies must provide for the Agency to receive a 30-day prior notice of any cancellation. Where specific limits are shown above, it is understood that they are the minimum acceptable limits. If a policy contains higher limits, the Agency will be entitled to coverage to the extent of the higher limits. All insurance policies must comply with,

and be issued by, insurers licensed to transact the business of insurance in Alaska or in another state.

All insurance shall be considered to be primary and non-contributory to any other insurance carried by the Agency through self-insurance or otherwise.

In addition to providing the above coverages, the Contractor shall require that all indemnities obtained from any subcontractors be extended to include the Agency as an additional named indemnitee. The Contractor shall further require that the Agency be named as an additional insured on all liability insurance policies maintained by all subcontractors under their contracts with the Contractor, and that an appropriate waiver of subrogation in favor of the Agency be obtained with respect to all other insurance policies.

1.42 TIME

Time is of the essence.

1.43 HUMAN TRAFFICKING

By the Bidder's signature on their Bid, the Bidder certifies that the Bidder is not headquartered in a country recognized as Tier 3 in the most recent U.S. Department of State's Trafficking in Persons Report.

In addition, if the Bidder conducts business in but is not headquartered in a country recognized as Tier 3 in the most recent U.S. Department of State's Trafficking in Persons Report, a certified copy of the Bidder's policy against human trafficking must be submitted to the Agency prior to contract award.

The most recent U.S. Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/reports/2021-trafficking-in-persons-report/>.

If an Bidder fails to comply with this sec. 1.43 (HUMAN TRAFFICKING), the Agency may, without liability, reject the Bidder's bid as non-responsive, cancel an intent to award to the Bidder, or cancel the resulting contract to the Bidder.

1.44 COVERAGE UNDER ETHICS LAW

Certain provisions of the Legislative Ethics Act (AS 24.60) apply to legislative consultants, legislative independent contractors, and their employees. It is the responsibility of the Contractor to review AS 24.60 and determine whether the Contractor is in compliance with AS 24.60.

1.45 LIQUIDATED DAMAGES

Liquidated Damages as noted in the General Terms and Conditions and in this sec. 1.45 (Liquidated Damages) shall be applicable to the Project because damages resulting from lost production time, as well as other damages for late completion of the overall Work and Services, will be difficult to estimate. The Liquidated Damages are established in the schedule listed below.

If an extension of time has not been granted by the Agency, for each calendar day that the Work and Services remains incomplete after the expiration of the contract time, the sum per day given in the following schedule shall be deducted from any monies due the Contractor. If no money is due the Contractor, the Agency shall have the right to recover said sum from the Contractor. Such amounts are liquidated damages and are not to be considered as penalties.

Daily Charge for Liquidated Damages

For each Calendar Day of Delay

<u>Original Contract Amount</u>		<u>Daily Charge</u>
Over	But not Over	
\$0	\$100,000	\$300.00
\$100,000	\$500,000	\$550.00
\$500,000	\$1,000,000	\$750.00
\$1,000,000	\$2,000,000	\$1,000.00
\$2,000,000	\$5,000,000	\$1,500.00
\$5,000,000	\$10,000,000	\$2,500.00
\$10,000,000	-	\$3,000.00

1.46 PRE-BID TELECONFERENCE AND SITE-VISITS

All prospective Bidders are encouraged to attend the pre-bid teleconference and site-visits that will be offered by the Agency. The pre-bid teleconference and Juneau area site-visits will be held on Monday, May 23, 2022, at 1:00 p.m., Alaska Time. To attend, Bidders shall either attend in person at the Terry Miller Legislative Office Building, 129 6th Street, Rm. 101, Juneau, Alaska or call one of the following teleconference lines: 907-586-9085 (Juneau), 907-563-9085 (Anchorage), or 1-844-586-9085 (toll free outside of Juneau and Anchorage).

The purpose of the pre-proposal teleconference and site-visits is to discuss details of the ITB with the prospective Bidders and allow them to ask questions concerning the ITB. In person and/or call-in attendance at the pre-proposal conference is not mandatory. The Agency will not provide any information on what information was given or details that were discussed during the teleconference or site-visits to potential Bidders that do not attend the teleconference or site-visits. Participants should read the ITB and attend in person or call in to the meeting prepared to discuss any concerns and ask questions.

Following the teleconference, the Procurement Manager and Project Director will coordinate site-visits of the Juneau locations for the purpose of planning and preparing the Bidders Bid for this ITB. The Juneau area site-visit locations consist of the following:

1. Alaska State Capitol
120 4th Street
2. Thomas Stewart Legislative Office Building
204 4th Street
3. Legislative Print Shop
150 3rd Street, Basement
4. Legislative Finance Building
430 Main Street
5. Ombudsman Office
130 Seward Street, 5th Floor
6. Terry Miller Legislative Office Building
129 6th Street
7. State Office Building – Division of Legislative Audit

The site-visits will be limited to ten (10) minutes at each location and all visitors attending will be required to follow current legislative building policies while on site.

On Tuesday, May 24, 2022, beginning at 1:00 p.m., Alaska Time the Procurement Manager and Project Director will coordinate site-visits of the Anchorage locations for the purpose of planning and preparing the Bidder's Bid for this ITB. The site-visits will begin at the Anchorage Legislative Office Building located at 1500 W. Benson Blvd., Ste. 101, Anchorage, Alaska and will continue to the other Anchorage locations following the site-visit. The site-visits will be limited to ten (10) minutes at each location and all visitors attending will be required to follow current Legislative Building policies while on site.

Following the site visit of the Anchorage Legislative Office Building, the Procurement Manager and Project Director will coordinate the remaining site-visits of the following Anchorage locations:

1. Office of Victims' Rights
1007 W. 3rd Avenue, Ste. 205
2. Division of Legislative Audit Anchorage Office
4341 B Street, Suite 400

On Wednesday, May 25, 2022, beginning at 10:30 a.m., Alaska Time the Procurement Manager and Project Director will coordinate a site-visit of the Fairbanks location for the purpose of planning and preparing the Bidder's Bid for this ITB. The site-visit will begin at the Fairbanks Legislative Information Office located at 1292 Saddler Way, Ste. 308, Fairbanks, Alaska. The site-visit will be limited to ten (10) minutes and all visitors attending will be required to follow current legislative building policies while on site.

The Agency will not provide any information on what information was given or details that were discussed during the site-visits to potential Bidders that do not attend the site-visits. Participants should read the ITB and come prepared to discuss any concerns and ask questions related to the work site.

Questions asked during the teleconference and site-visits will be answered in accordance with paragraph 1.06 (Contacts / RFP Questions / Contact Person). The Procurement Manager may request potential Bidders to submit questions in writing for further clarification.

Bidders with a disability needing accommodation should contact the Procurement Manager prior to the date set for the pre-proposal teleconference and site visit so that reasonable accommodation can be made.

1.47 SCHEDULE OF EVENTS

This schedule represents the Agency's best estimate. If one component is delayed, the remainder of the schedule may be shifted an equivalent number of days.

ITB Issue Date	May 18, 2022
Pre-bid Tele-Conference and Juneau site-visits (7 locations)	May 23, 2022
Anchorage site-visits (3 locations)	May 24, 2022
Fairbanks site-visit (1 location)	May 25, 2022
Deadline for Written Questions	May 26, 2022

Deadline for Receipt of Bids – Bids Opened
Notice of Intent to Award Contract Issued (NIA)
State Signs Contract

June 8, 2022
June 17, 2022
June 28, 2022

1.48 DEFINITIONS

Wherever used, in this ITB, the following meanings are listed below.

- **Agency** means Legislative Affairs Agency
- **Calendar Day** means a day shown on the calendar, beginning and ending at midnight.
- **Contract** means the written agreement between the Agency and the Contractor stating the obligations of the Agency and the Contractor and covering the Work and Services to be performed.
- **Contract Documents** means the Contract form; the clarifications, corrections, and changes issued graphically or in writing by the Agency after the advertisement but prior to the opening of bids; the bidding requirements and Contractor's bid (including, but not limited to, all appropriate bid tender forms); the conditions and requirements of the contract, including, but not limited to, the General Conditions and Requirements, the Supplementary Conditions and Requirements, the Notices to Bidders; and all contract amendments and other documents approved by the Agency for inclusions, modifications, and supplements issued on or after the effective date of the contract.
- **Project** means providing and installing of a new unified telephone system.
- **Regulatory Requirements** means laws, regulations, ordinances, codes and orders.
- **Specifications** means the written technical descriptions of materials, equipment, software systems, standards, supplies, and workmanship that apply to the services and the administrative and procedural details that apply to them.
- **Supplemental Agreement** means a written agreement between the Agency and the Contractor covering Work and Services that is not within the general scope of the contract.
- **Work and Services** is the act of, and the result of, performing services, furnishing labor, furnishing and incorporating hardware, software, licenses, supplies, materials, and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents, culminating in the entire Project, or the various separately identifiable parts of the Project.
- **Internet Protocol (IP)** Internet Protocol is a standard that defines the way that data is transmitted between the source device and the destination. It is the network layer protocol in the TCP/IP communications protocol suite. Telecommunications hardware that is designed for use over the internet is commonly called "IP enabled." IP enabled phones may be referred to as "SIP Phones" or "VoIP Phones."
- **Private Branch Exchange (PBX)** A PBX is the hardware and software that comprise a business telephone system. Internet enabled PBX technology is called IP PBX (Internet Protocol Private Branch Exchange).

- **Voice over Internet Protocol (VoIP)** Voice over Internet Protocol (VoIP) is a group of technologies that work to deliver voice and other multimedia sessions over Internet Protocol (IP) networks, most commonly the internet. SIP Trunking is one method of achieving VoIP, others include the public Internet and private point-to-point networks.
- **Category 6 (CAT6)** CAT6 is a sixth generation of twisted pair Ethernet cabling which features more stringent specifications for crosstalk and system noise.
- **Power over Ethernet (PoE)** A standard that allows Ethernet cables to transmit data and power simultaneously using a single network cable.
- **Session Initiation Protocol (SIP)** Industry standard application-layer protocol that can initiate, manage and terminate Peer-to-Peer (P2P) communications and multimedia, including voice, video, email and instant messaging.
- **SIP Trunking** A Voice over IP phone solution that uses a trunk to connect an IP-enabled PBX or VoIP Gateway to the internet. SIP Trunking uses cloud-based technology to take advantage of shared lines, such as a company's existing internet connection, to combine voice and data onto one network.
- **SIP Channel** A SIP channel represents one digital connection to the PSTN. SIP trunks can have an unlimited number of channels, with each channel representing one concurrent telephone call.
- **Direct Inward Dialing (DID)** A method of directly dialing the number of an IP Phone or a telephone attached to a PBX without routing calls through an attendant or an automated attendant console.
- **Do Not Disturb (DND)** Intended for use when the user is present but for some reason does not want to be interrupted. Instead, calls are sent to voicemail if available, otherwise they receive busy tone.
- **Main Distribution Frame (MDF)** A cable rack that interconnects and manages the telecommunications wiring between itself and any number of internal Intermediate Distribution Frame frame-rooms. Connects private or public lines coming into a building with the internal network.
- **Public Safety Answering Points (PSAPs)** Responsible to receive and process 911 calls.
- **Hunt Group** A Group of phone numbers configured to answer a single phone number or incoming line.

SECTION TWO - ITB SPECIFICATIONS

2.01 PURPOSE OF ITB

The Legislative Affairs Agency (“Agency”) is soliciting bids from qualified Contractors (“Contractor”) to replace the existing telephone system with a new Avaya PBX system with service locations in Anchorage, Fairbanks, and Juneau, Alaska. This ITB is intended to provide a turnkey installation of an Avaya IP Office Essential Edition unified telephone system for the Agency. The bundled solution is required to provide the required hardware, software licensing, installation labor, a preventative maintenance plan and on-going telephone line services.

2.02 SCOPE OF WORK AND SERVICES

Contractor shall provide design services, all necessary hardware, software and licenses, installation, maintenance, and support of the Avaya telephone system in eleven locations identified within the scope of Work and Services to replace our existing VoIP Telephone system.

The vendor will provide all routine and remedial maintenance, including labor and parts, necessary to keep the telephone system in good operating condition per manufacturer’s specifications. Maintenance responsibilities under this Service are limited to the Agency’s private telecommunications phone system equipment. Routine and remedial maintenance and repairs will be performed at such times as do not unreasonably interfere with business operations.

- A. **REPLACEMENT PARTS:** Vendor will maintain an adequate inventory of replacement parts to assure that routine and remedial maintenance will and can be furnished on a timely basis. However, if a part is not in stock to repair any and all defects and malfunctions which may occur from time to time the vendor will use reasonable efforts to secure a required replacement part which is out of stock as soon as is economically possible. Obligations to furnish replacement parts under this agreement during the course of its maintenance services are limited to providing standard parts of equal quality. All such parts which have been replaced shall become the sole and exclusive property of Agency. Vendor will not be responsible for unavailability of parts due to manufacturer’s discontinuance of equipment.
- B. **DESCRIPTION OF NETWORK:** Each existing telephone has at least one 1-port wall panel that will be re-used to connect the Ethernet to the Avaya phone. Each Avaya phone will have a 1GB ethernet network connection on the back of the phone. These ethernet connections are connected thru Ethernet (CAT5) back into the wiring closets within the buildings. The wiring closets are connected by fiber to each other and each site’s Avaya system. All the ethernet cables are connected into a Cisco PoE VoIP switch in the wiring closets and server rooms. It is assumed that no PoE injectors will be needed. It is expected that the vendor will have sufficient expertise to connect and configure the Cisco POE switches to the new phone system.
- C. **AGENCY RESPONSIBILITIES:** The Agency is responsible for the electrical circuits, grounding circuits, conduit, conduit installation, station cabling, special wire, service pre-wire charges, power surge protection and battery backup, utility charges, or other labor, hardware, software, licenses, supplies, materials, and equipment unless included in the statement of Work and Services. The Agency will provide a dedicated PoE network switch port for all IP phones and adequate working space, heat, light, ventilation, and electrical power for the Contractor to perform the Work and Services listed in this ITB.

- D. **ENGINEERING CAPACITIES:** The table below reflects the estimated telephone and incoming line capacity requirements. Note: The system must be expandable up to 2,500 telephones with the purchase of additional hardware and software.

SYSTEM CAPACITY	PROVISIONED ESTIMATES
Analog Trunk Ports	17
VoIP SIP Trunks	200
Analog Stations	48
IP Stations	729
VCM (DSP) Channels	256
Voicemail Ports (Concurrent Users)	24
User Training Sessions	71
Web Admin Training Session	4

- E. **HARDWARE, SOFTWARE, LICENSES, SUPPLIES, MATERIALS, AND EQUIPMENT:**
The listing below of Hardware, software, licenses, supplies, materials, and equipment will be required to be provided and installed at the work site locations. All hardware, software, licenses, supplies, materials, and equipment must be in new original manufactured condition when installed. The Agency reserves the right to inspect and if needed reject any and all hardware, software, supplies, materials, or equipment that is provided by the Contractor before or after installation if the Project Director decides that the hardware, software, supplies, materials, or equipment is in any unacceptable condition other than new.

<u>Alaska State Capitol Fiber Complex Sites and Equipment List- Juneau</u>	
<u>Site 1 – State Capitol (120 4th St.)</u>	
<u>Site 2 – Thomas Stewart Bldg. (204 4th St.)</u>	
<u>Site 3 – Print Shop (150 3rd St.)</u>	
<u>Site 4 – Legislative Finance (430 Main St.)</u>	
<u>Site 5 – Ombudsman’s Office (130 Seward St. 5th Floor)</u>	
<u>Product Description</u>	<u>Qty</u>
<u>POWER CORD USA</u>	<u>2</u>
<u>AVAYA IP OFFICE ISDN CABLE RJ45/RJ45 3M RED</u>	<u>1</u>
<u>POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA</u>	<u>1</u>
<u>CAT 5E ETHERNET CABLE 9FT/3M</u>	<u>385</u>
<u>AVAYA IP OFFICE IP500 EXTENSION CARD PHONE 8</u>	<u>1</u>
<u>AVAYA IP OFFICE IP500 RACK MOUNTING KIT</u>	<u>1</u>
<u>AVAYA IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW</u>	<u>1</u>
<u>AVAYA IP OFFICE 500 VERSION 2 CONTROL UNIT TAA</u>	<u>1</u>
<u>AVAYA IP OFFICE IP500 TRUNK ANALOG 4U V2</u>	<u>1</u>

<u>AVAYA IP OFFICE MEDIA CARD VOICE (VCM) CODING MODULE 64 V2</u>	<u>2</u>
<u>AVAYA J179 IP PHONE GLOBAL NO POWER SUPPLY</u>	<u>385</u>
<u>AVAYA J100/K100 SERIES WRLS MOD</u>	<u>385</u>
<u>AVAYA IP OFFICE/IP OFFICE SELECT R11 LINUX INSTALL DVD</u>	<u>1</u>
<u>AVAYA IP OFFICE/IP OFFICE SELECT R11 USER/ADMIN DVD</u>	<u>1</u>
<u>ASP 110 DELL R640 SERVER PROFILE 3 WITH IP OFFICE</u>	<u>1</u>
<u>AVAYA J100 EXPANSION MODULE 24</u>	<u>4</u>
<u>IPO CO - DEL REM TECH SUPT 24X7 APR NBD - IP500 V2 3YPP</u>	<u>36</u>
<u>IPO CO - DEL REM TECH SUPT 24X7 APR NBD - HP DL360G7 3YPP</u>	<u>36</u>

<u>Site 6 – Terry Miller Building - Juneau</u>	
<u>Product Description</u>	<u>Qty</u>
<u>IP OFFICE ISDN CABLE RJ45/RJ45 3M RED</u>	<u>2</u>
<u>POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA</u>	<u>1</u>
<u>CAT 5E ETHERNET CABLE 9FT/3M</u>	<u>111</u>
<u>AVAYA IP OFFICE IP500 EXTENSION CARD PHONE 8</u>	<u>3</u>
<u>AVAYA IP OFFICE IP500 RACK MOUNTING KIT</u>	<u>1</u>
<u>AVAYA IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW</u>	<u>1</u>
<u>AVAYA IP OFFICE 500 VERSION 2 CONTROL UNIT TAA</u>	<u>1</u>
<u>AVAYA IP OFFICE IP500 TRUNK ANALOG 4U V2</u>	<u>1</u>
<u>AVAYA IP OFFICE MEDIA CARD VOICE (VCM) CODING MODULE 64 V2</u>	<u>1</u>
<u>AVAYA J179 IP PHONE GLOBAL NO POWER SUPPLY</u>	<u>111</u>
<u>AVAYA J100/K100 SERIES WRLS MOD</u>	<u>111</u>
<u>AVAYA IP OFFICE/IP OFFICE SELECT R11 USER/ADMIN DVD</u>	<u>1</u>
<u>IPO CO - DEL REM TECH SUPT 24X7 APR NBD - IP500 V2 3YPP</u>	<u>36</u>

<u>Site 7 – Division of Legislative Audit Office - Juneau</u>	
<u>Product Description</u>	<u>Qty</u>
<u>AVAYA COMMUNICATIONS SOLUTION</u>	<u>1</u>
<u>AVAYA IP OFFICE CHASSIS + COMPONENTS</u>	<u>1</u>
<u>IPO-SELECT R10+ AVAYA IP ENDPOINT 1 LIC:CU</u>	<u>26</u>
<u>AVAYA J179 IP PHONE GLOBAL NO PWR</u>	<u>26</u>
<u>AVAYA J100 EXPANSION MODULE 24</u>	<u>2</u>
<u>AVAYA J100/K100 SERIES WRLS MOD</u>	<u>26</u>
<u>CAT.5 ETHERNET CABLE - 14 FT</u>	<u>26</u>
<u>AVAYA J100 EXPANSION MODULE 24</u>	<u>3</u>

<u>Site 8– Anchorage Legislative Office Building - Anchorage</u>	
<u>Product Description</u>	<u>Qty</u>
<u>AVAYA CALL REPORTING 1-1000 USERS LIC:CU</u>	<u>1</u>
<u>AVAYA IPO-SELECT R10+ VOICEMAIL PRO 2 LIC:DS</u>	<u>3</u>
<u>AVAYA IPO-SELECT R10+ VOICEMAIL PRO 2 LIC:DS</u>	<u>3</u>
<u>AVAYA IPO-SELECT R10+ SIP TRUNK 1 LIC:CU</u>	<u>200</u>
<u>AVAYA IPO-SELECT R10+ AVAYA IP ENDPOINT 1 LIC:CU</u>	<u>689</u>
<u>AVAYA IP OFFICE-SELECT R11 SERVER EDITION LIC:DS</u>	<u>6</u>
<u>POWER CORD USA</u>	<u>2</u>
<u>AVAYA IP OFFICE ISDN CABLE RJ45/RJ45 3M RED</u>	<u>2</u>
<u>POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA</u>	<u>1</u>
<u>CAT 5E ETHERNET CABLE 9FT/3M</u>	<u>145</u>
<u>AVAYA IP OFFICE IP500 EXTENSION CARD PHONE 8</u>	<u>1</u>
<u>AVAYA IP OFFICE IP500 RACK MOUNTING KIT</u>	<u>1</u>
<u>AVAYA IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW</u>	<u>1</u>
<u>AVAYA IP OFFICE 500 VERSION 2 CONTROL UNIT TAA</u>	<u>1</u>

<u>AVAYA IP OFFICE IP500 TRUNK ANALOG 4U V2</u>	<u>1</u>
<u>AVAYA IP OFFICE MEDIA CARD VOICE (VCM) CODING MODULE 64 V2</u>	<u>1</u>
<u>AVAYA J179 IP PHONE GLOBAL NO POWER SUPPLY</u>	<u>145</u>
<u>AVAYA J100/K100 SERIES WRLS MOD</u>	<u>145</u>
<u>AVAYA IP OFFICE/IP OFFICE SELECT R11 LINUX INSTALL DVD</u>	<u>1</u>
<u>AVAYA IP OFFICE/IP OFFICE SELECT R11 USER/ADMIN DVD</u>	<u>1</u>
<u>ASP 110 DELL R640 SERVER PROFILE 3 WITH IP OFFICE</u>	<u>1</u>
<u>IPO CO - DEL REM TECH SUPT 24X7 APR NBD - IP500 V2 3YPP</u>	<u>36</u>
<u>IPO CO - DEL REM TECH SUPT 24X7 APR NBD - HP DL360G7 3YPP</u>	<u>36</u>
<u>IPO AVAYA CL RPTG CO-DEL 1-1000 USR REM TECH SUPT 24X7 3YPP</u>	<u>36</u>

<u>Site 9 – Office of Victims’ Rights - Anchorage</u>	
<u>Product Description</u>	<u>Qty</u>
<u>AVAYA COMMUNICATIONS SOLUTION</u>	<u>1</u>
<u>AVAYA IP OFFICE R10+ SIP TRUNK 1 LIC:CU</u>	<u>20</u>
<u>AVAYA IP OFFICE R10+ AVAYA IP ENDPOINT 1 LIC:CU</u>	<u>10</u>
<u>AVAYA IPO R10+ ESSNTL ED EVM 2CH LIC</u>	<u>2</u>
<u>AVAYA IPO R11 ESSNTL ED LIC</u>	<u>1</u>
<u>AVAYA STANDARD POWER CORD</u>	<u>1</u>
<u>AVAYA IP OFFICE IP500 WALL MOUNTING KIT</u>	<u>1</u>
<u>AVAYA IP OFFICE IP500 V.2.0 - MEDIA ONLY</u>	<u>1</u>
<u>AVAYA IPO MC VCM 32 V2</u>	<u>1</u>
<u>AVAYA J179 IP PHONE GLOBAL NO PWR</u>	<u>10</u>
<u>AVAYA J100 EXPANSION MODULE 24</u>	<u>1</u>
<u>AVAYA J100/K100 SERIES WRLS MOD</u>	<u>10</u>
<u>AVAYA IP OFFICE/IP OFFICE SELECT R11 USER/ADMIN DVD</u>	<u>1</u>
<u>CAT.5 ETHERNET CABLE - 14 FT</u>	<u>10</u>

<u>AVAYA IP OFFICE IP500 VERSION 2A CONTROL UNIT</u>	<u>1</u>
<u>IPO C/D RTS 24X7 APR NBD - 500 V2 3YPP</u>	<u>1</u>

<u>Site 10 – Division of Legislative Audit Office - Anchorage</u>	
<u>Product Description</u>	<u>Qty</u>
<u>AVAYA COMMUNICATIONS SOLUTION</u>	<u>1</u>
<u>AVAYA IP OFFICE R10+ SIP TRUNK 1 LIC:CU</u>	<u>20</u>
<u>AVAYA IP OFFICE R10+ AVAYA IP ENDPOINT 1 LIC:CU</u>	<u>14</u>
<u>AVAYA IPO R10+ ESSNTL ED EVM 2CH LIC</u>	<u>2</u>
<u>AVAYA IPO R11 ESSNTL ED LIC</u>	<u>1</u>
<u>AVAYA STANDARD POWER CORD</u>	<u>1</u>
<u>AVAYA IP OFFICE IP500 WALL MOUNTING KIT</u>	<u>1</u>
<u>AVAYA IP OFFICE IP500 V.2.0 - MEDIA ONLY</u>	<u>1</u>
<u>AVAYA IPO MC VCM 32 V2</u>	<u>1</u>
<u>AVAYA J179 IP PHONE GLOBAL NO PWR</u>	<u>14</u>
<u>AVAYA J100 EXPANSION MODULE 24</u>	<u>1</u>
<u>AVAYA J100/K100 SERIES WRLS MOD</u>	<u>14</u>
<u>AVAYA IP OFFICE/IP OFFICE SELECT R11 USER/ADMIN DVD</u>	<u>1</u>
<u>CAT.5 ETHERNET CABLE - 14 FT</u>	<u>14</u>
<u>AVAYA IP OFFICE IP500 VERSION 2A CONTROL UNIT</u>	<u>1</u>
<u>IPO C/D RTS 24X7 APR NBD - 500 V2 3YPP</u>	<u>1</u>

<u>Site 11 – Fairbanks Legislative Information Office - Fairbanks</u>	
<u>Product Description</u>	<u>Qty</u>
<u>AVAYA IP OFFICE ISDN CABLE RJ45/RJ45 3M RED</u>	<u>2</u>
<u>POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA</u>	<u>1</u>
<u>CAT 5E ETHERNET CABLE 9FT/3M</u>	<u>48</u>

<u>AVAYA IP OFFICE IP500 EXTENSION CARD PHONE 8</u>	<u>1</u>
<u>AVAYA IP OFFICE IP500 RACK MOUNTING KIT</u>	<u>1</u>
<u>AVAYA IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW</u>	<u>1</u>
<u>AVAYA IP OFFICE 500 VERSION 2 CONTROL UNIT TAA</u>	<u>1</u>
<u>AVAYA IP OFFICE IP500 TRUNK ANALOG 4U V2</u>	<u>1</u>
<u>AVAYA IP OFFICE MEDIA CARD VOICE (VCM) CODING MODULE 64 V2</u>	<u>1</u>
<u>AVAYA J179 IP PHONE GLOBAL NO POWER SUPPLY</u>	<u>48</u>
<u>AVAYA J100/K100 SERIES WRLS MOD</u>	<u>48</u>
<u>AVAYA IP OFFICE/IP OFFICE SELECT R11 USER/ADMIN DVD</u>	<u>1</u>
<u>IPO CO - DEL REM TECH SUPT 24X7 APR NBD - IP500 V2 3YPP</u>	<u>36</u>

<u>Miscellaneous Items</u>	
<u>Product Description</u>	<u>Qty</u>
<u>AVAYA MISC. MDF MATERIALS AND SUPPLIES (Required cabling, connectors racks, mounting hardware for Avaya equipment at each location's MDF)</u>	
<u>DELL PHYSICAL SERVER(S) WITH HIGH-AVAILABLY FOR CHRONICALL REPORTING (Must meet Avaya specifications for Chronciall Reporting Server)</u>	<u>2</u>

F. TELEPHONE SYSTEM FEATURES AND CONFIGURATIONS: The Telephone system that is installed must provide for the following list of features and configurations of the hardware and software to operate the system.

1. Analog Trunks - The telephone service will be delivered to the phone system utilizing analog telephone lines, each line will be configured to appear on all users' phones. The line can be configured to appear only or appear and ring on a per user basis.
2. SIP Trunks - The telephone service will be delivered to the phone system utilizing SIP Trunks.
3. Direct Inward Dial - Each user will receive a direct telephone number (DID). This number can be routed to voicemail or other call coverage destinations when the user is unavailable.
4. Preferred Edition Voicemail - Every user (excluding fax, postage machine, conference rooms, courtesy, and break room phones) will be configured with a unique voicemail box. The users will be configured to send an unanswered call to the associated voicemail box after 20 seconds and immediately on a busy signal.

5. Music on Hold Tone – All IP phones shall be able to provide music or another source of audio input at the network level for callers that are placed on hold by end-users. With the absence of an external music or other audio on hold source, the phone system will be configured to play a beep tone to callers on hold.
6. IP Telephones - All IP phones (excluding reception) will be configured with three call appearance keys to support internal and external calls, when all three are in use the users will be considered busy.
7. Analog Conference Phones - All analog conference phones will be configured with two call appearance keys to support internal and external calls, when all call appearance keys are in use the user will be considered busy.
8. Analog Non-Voice Phones - All analog non-voice (fax/postage) phones will be configured with one call appearance key to support internal and external calls, when the call appearance key is in use the user will be considered busy.
9. Main Number Treatment - The main number will ring to a hunt group whose members are considered "Reception phones". If not answered in the time specified by the customer the calls will either ring until answered, go to the General Deliver Mailbox, or the Day/Night auto-attendant.
10. Night Mode Auto-Attendant - Manual activation of night mode will make all calls to the main phone number ring and immediately be answered by the night auto-attendant. The configured auto-attendant will have a single level.
11. Day Mode Auto-Attendant - The day mode auto-attendant will be configured with a single level unless otherwise noted with the following available features: Dial by name, Dial by number, Transfer, Repeat Menu, Take Message (General Deliver Mailbox).
12. Multi-Level Auto-Attendants - If additional levels are required the quantity will be noted below.
13. Auto-Attendants - Single level auto-attendants may be configured with the following available features: Dial by name, Dial by number, Transfer, Repeat Menu, Take Message (General Deliver Mailbox).
14. Simple Hunt Groups - Incoming lines, such as the main number can ring to multiple telephones and be distributed via a top-down list, longest idle telephone or simultaneously. Unanswered calls to the hunt group will no answer to its associated voicemail box after 20 seconds unless otherwise specified by the customer.
15. Advanced Hunt Groups - Incoming lines, such as the main number can ring to multiple telephones and be distributed via a top-down list, longest idle telephone or simultaneously. Calls waiting to be answered can be placed into a queue where they will hear a first message, followed by music on hold, and then a second message. The second message may

be repeated. After a specified amount of time the caller waiting to be answered will be sent to voicemail to leave a message in the associated groups voicemail box.

16. Call Transfer - Calls may be transferred to internal extension numbers from any extension.
 17. Call Park - The system will be configured with nine call park bins. The first two bins will be displayed as individual keys on all digital and IP phones.
 18. Group Call Pickup -The system will be configured with a Call Pickup group and a key associated with this group on Digital and IP users' phones. When a phone in the group is ringing, pressing this key on another phone will answer the ringing call.
 19. Do Not Disturb - The Do Not Disturb (DND) feature will be configured as a single key on all users digital and IP phones allowing one number access to enable and disable this feature. Enable DND will send all calls to the user immediately to their associated voicemail box. Users may manually manage a user specific Exception list that will allow their phone to ring when DND is active.
 20. External Forward/Transfer- Users will have no restrictions that prevent forwarding or transferring calls outside the phone system.
 21. Twinning/Mobility - Specified users may have mobility enabled to allow their calls to ring simultaneously on their desk phone and mobile phone. Calls answered on their mobile phone device may be moved back to the desk phone with the press of a button. Additionally, a call answered on the mobile device may be transferred to other extensions on the system from the mobile device. Users configured with this feature will have a key configured as "Twinning".
 22. Personal Directory - Each user will have available to them a Personal Directory of up to 100 phone numbers that may be used to retain and quickly dial phone numbers. The user will manually enter the associated names and phone numbers using their telephone or have the entries completed by the Agency's system administrator.
 23. System Directory - The system will have a Directory of up to 999 phone numbers that they may be used to retain and quickly dial phone numbers. This directory is in addition to the users Personal Directory. These entries will be entered and maintained by the Agency's system administrator.
 24. Outgoing Caller ID - The system can be configured to transmit the main business telephone number as outgoing caller ID for all outgoing telephone calls.
 25. Outgoing Caller ID - The system can be configured to transmit every user's individual DID as their outgoing caller ID for calls placed by the user.
- G. LOCAL TELEPHONE SERVICES: Provide direct-dial local telephone access and services for each of the sites using SIP trunks and analog lines where needed.

- H. LONG DISTANCE SERVICES: Provide both in-state and out-of-state direct-dial long distance access and services without the requirement for the user to dial additional access codes.
- I. INTEGRATED VOICE MAIL: Provide, operate, and maintain Avaya voicemail to each phone line.
- J. LEAST CALL ROUTING: Continually ensure that the voice switching, and transmission facilities are appropriately designed, configured and programmed to minimize the overall cost to the Agency in each location on all outbound calls and routes.
- K. PROVIDE FOR 911 AND E911 COMPATIBILITY WITH LOCAL PSAPs: Provide 911 and E911 compatible interfaces for Avaya connected phone lines in Fairbanks, Juneau, and Anchorage to their respective PSAPs.
- L. REQUIRED SERVICES: The Contractor shall provide the following list of Services during the project to accomplish the installation in accordance with the Contract and to provide Training of the Agency's administrators and end users.
1. Voice Network Engineering - Design call routing and configuration for installation team.
 2. Project Management - Manage the scope of Work and Services, time and costs to implement and integrate the Avaya phone system in the legislative environment.
 3. Installation - Install the hardware, software, supplies, materials equipment, program the system and configure each phone per manufacture and voice network engineering and Project Director specifications.
 4. Training - Provide system administrator training to site admins, and end-user operation training to all staff.
- M. TRAINING: The Contractor shall provide Web Administrator Training Sessions that include but are not limited to the following functions or features:
1. How to log into the Web Administrator Web Page;
 2. How to change the default no answer rings to send to voicemail;
 3. How to change a users' Full Name;
 4. How to change a users' voicemail passcode;
 5. How to enable a users' voicemail to e-mail settings;
 6. How to add a number to a users' DND Exception list;
 7. How to change a users' no answer rings to send to voicemail;
 8. How to enable/disable a user's unconditional call forwarding;
 9. How to add "User" and "Dial" buttons to a users' telephone;

10. How to enable/disable a users' Mobility "Twinning";
11. How to add names and phone numbers to a users' Personal Directory;
12. How to add and remove members of a Hunt Group;
13. How to change the voicemail code of a Hunt Group;
14. How to add names and telephone numbers to the System Directory;
15. How to edit a time profile (this do not include creation or implementation of a time profile);
16. How to edit actions in an Embedded Voicemail auto-attendant.

Additional administrative training options from the manufacturer shall be performed on-line in a virtual classroom as needed by the Agency.

- N. CONTRACTOR ONGOING SUPPORT MAINTENANCE: The Contractor shall provide ongoing monthly support for the telephone and voicemail systems described in this ITB. The Contractor shall provide all routine and remedial maintenance, including labor and parts, necessary to keep the communications system in good operating condition per manufacturer's specifications. Maintenance responsibilities provided to Agency's private telecommunications systems and includes troubleshooting public telephone utility equipment connected or in any way interfacing with it. All routine and remedial maintenance and repairs will be performed by at such times as do not unreasonably interfere with Agency's business operations and make a good faith effort to furnish after-hour maintenance if it is required by the Agency.
- O. AGENCY ADMINISTRATION ACCESS: Provide Agency technical staff with telephone system access and processes to supplement install/move/add/change/disconnect (IMACD) services. The Contractor will provide access and training for Agency technical staff to deliver IMACD services such as the installation, relocations and/or disposition of the phone system components as requested by authorized Agency personnel.
- P. TRAVEL AND SHIPPING EXPENSES: All Travel related, and Shipping related expenses expensed by the Contractor for staff Travel or to ship hardware, software, licenses, supplies, materials, equipment, tools, and any other items to Juneau, Anchorage, or Fairbanks as a result of the Contract resulting from this ITB must be include in the Bidders final bid price. No additional Travel or Shipping expenses will be allowed during the Contract period without written approval by the Project Director and a Contract Amendment.
- Q. CALL CAPACITY ESTIMATES:

Service Description	Qty
SIP Premium phone lines w/ Trunk groups for Least-Call-Routing for JNU, ANC, & FAI	729
Number porting to keep existing state phone numbers	729

Juneau Primary Managed SIP Trunk Call Capacity Terminated at Site 1 (Capitol Building 120, 4 th St.) (Separate Path)	300
Juneau Secondary Managed SIP Trunk Call Capacity Terminated at Site 6 (Terry Miller Building at 129, 6 th Street) (Separate Path)	300
Anchorage (Site 8, 1500 W. Benson Blvd.) Managed SIP Trunk Call Capacity	100
Anchorage (Site 9, 1007 W. 3 rd Ave.) Managed SIP Trunk Call Capacity	10
Anchorage (Site 10, 4341 B St.) Managed SIP Trunk Call Capacity	14
Fairbanks (Site 11, 1292 Saddler Way) Managed SIP Trunk Call Capacity	50

Anticipated Sip Capacity, Location, Ported Numbers and Long-Distance Table				
<u>Long Distance:</u>				Qty
Projected Included Long Distance Minutes - Inter/Intra State				20,000
<u>SIP Capacity:</u>				Qty
Projected Concurrent Calls				450
<u>SIP Detail:</u>				
Location	Type	Max Calls	Notes	
120 4 th St., Juneau (Sites 1-5)	Managed	300	Primary SIP/Diverse Connection + No Call Limit	
129 6 th St., Juneau (Site 6)	Managed	300	Secondary SIP/Diverse Connection + No Call Limit	
1500 W. Benson, Anchorage (Site 8)	Managed	100	No Call Limit	
1007 W 3 rd Ave., Anchorage (Site 9)	Managed	10	No Call Limit	
4341 B St., Anchorage (Site 10)	Managed	14	No Call Limit	
1292 Sadler Way Fairbanks (Site 11)	Managed	50	No Call Limit	
<u>Ported SIP Numbers:</u>				
Qty	Type	Notes		
729	Premium	PSTN Ported State Numbers and Associated Local Exchange Carrier (LEC) MRC Charges		
<u>Analog Trunk Ports:</u>				
Qty	Notes			
20	Trunk ports to support analog lines			

- R. SYSTEM REPORTING: The installed Avaya Telephone System must include Avaya Call Reporting with standard reports with a fault-tolerant Dell server and enough storage space for up to six months of historical call records at time of installation.
- S. ACCOUNT MANAGEMENT SERVICES: Provide, monitor, and record all call data, such as routing tables, long distance call usage detail necessary to generate cost allocation reports for local and long-distance charges.
1. Provide cost allocation reports for Agency groups as identified and specified by the Agency billing hierarchies. These reports will be provided in electronic format as specified by the Agency, and shall include all calculations, any applicable taxes and provide monthly billing for current and past services as well as track payments and balances.
 2. Provide periodic summary for Juneau, Anchorage, and Fairbanks systems. Include total minutes of usage for all systems. Provide Intrastate and Interstate summary of total minutes. For example, itemized call detail records must include length of each call by phone number and charge. All billing shall include appropriate number, circuit, phone or other reference numbers that trigger billing for service delivery.
- T. COORDINATE, RECONCILE AND PROVIDE DETAILED BILLING: On a monthly basis, coordinate and reconcile all local, long distance service billing. Using the formats required by the Agency Accounting Office and provide an electronic copy of all billing. An example of these reports would be call detail information including summary level billing report for management review purposes. Summary by city, of total minutes of usage for Local, off-net Intrastate and Interstate minutes in Juneau, Anchorage and Fairbanks. Reports must include originating account and telephone number, telephone number dialed (including city/state), date and time of call, length of call, applicable rate or rate code and total cost of call.

2.03 GENERAL TERMS AND CONDITIONS OF ENSUING CONTRACT

- A. Initial Term: The contract will not take effect until signed by the Executive Director or her designee. The initial term of the contract for the installation of the Work and Services is July 1, 2022, through October 31, 2022. Upon completion of the instantiation Work and Services, the Contract will continue for on-going phone system maintenance, telephone line services, and technical support of the telephone system. The Contractor shall complete the Work and Services installation in the sequence listed below:

1. Juneau Capitol Complex (Sites 1-5) - on or before September 30, 2022
2. Terry Miller Building (Site 6) - on or before September 30, 2022

The telephone systems at the Work Site Locations listed above (Sites 1-6) must be connected and activated on the same day at the same time.

3. Division of Legislative Audit Juneau Office (Site 7) – on or before September 30, 2022
4. Anchorage Legislative Information Office (Site 8) – on or before October 31, 2022
5. Division of Legislative Audit Anchorage Office (Site 9) – on or before October 31, 2022
6. Office of Victims' Rights (Site 10) – on or before October 31, 2022
7. Fairbanks Legislative Information Office (Site 11) - on or before October 31, 2022

- B. On-Going Contract: After the Initial Term of the Contract for the installation of the Work and Services, the Contract will continue for the term of November 1, 2022, through October 31, 2025 for the on-going phone system maintenance, telephone line services, and technical support that is described in this ITB 654.
- C. Invoices: Contractor will verify monthly invoices for accuracy before submission to Project Director for payment. The Contractor will submit monthly invoices within thirty (30) days of completion of monthly services or special projects. Payment will be made after delivery and acceptance of the services rendered as described by the received invoice.

2.04 MINIMUM QUALIFICATIONS

- A. The Contractor must have a minimum of three (3) years of experience in providing similar work and services for large office buildings or government facilities.
- B. The Contractor, Contractor's staff, and any Subcontractors must possess all legally required licenses, certificates, permits, and experience necessary to operate the vehicles, equipment, and tools, to provide the work and services required by this ITB.

2.05 ADDITIONAL SAFETY AND PROTECTION REQUIREMENTS

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and safety programs related to the Services of this ITB. The Contractor shall take all necessary precautions for the safety of, and shall provide the protections necessary to prevent damage, injury, or loss to:
 - 1) all employees providing the Service and other persons and organizations who may be affected by the Services;
 - 2) other property located at the sites or on property adjacent to or near the service sites, including but not limited to, equipment, fixtures, interior finishes, and existing wiring infrastructure of the buildings.
- B. All damage, injury, or loss to any property or person caused directly or indirectly, in whole or in part, by the Contractor or any subcontractor employed by the Contractor to perform any of the Services shall be remedied by the Contractor with no change in contract price, except for damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including, but not limited to, acts of God, of the public enemy, or governmental authorities.
- C. In addition to the provisions of par. 1.39 (INDEMNIFICATION), the Contractor shall assume full responsibility for, and pay for any and all damage that results from the performance of Services by the Contractor including, but not limited to, damage to the Agency's buildings including existing network equipment; damage to real property within, adjacent to, or near the buildings; and, damage to property located on real property adjacent to or near the buildings. This requirement applies to damage of real or personal property that belongs to the Agency or to another person. Any damages must be repaired or replaced within sixty (60) days of occurrence of damage.

2.06 WORK SITE LOCATIONS OF WORK AND SERVICES

The work site locations that the Work and Services are to be performed, completed, and managed are listed below:

Juneau Locations

1. Alaska State Capitol
120 4th Street
2. Thomas Stewart Legislative Office Building
204 4th Street
3. Legislative Print Shop
150 3rd Street, Basement
4. Legislative Finance Office Building
430 Main Street
5. Ombudsman Office
130 Seward Street, 5th Floor
6. Terry Miller Legislative Office Building
129 6th Street
7. Division of Legislative Audit Juneau Office
333 Willoughby Avenue, 6th Floor

Anchorage Locations

8. Anchorage Legislative Office Building
1500 W. Benson Blvd.
9. Office of Victims' Rights
1007 W. 3rd Avenue, Ste. 205
10. Division of Legislative Audit Anchorage Office
4341 B Steet, Suite 400

Fairbanks Location

11. Fairbanks Legislative Information Office
1292 Saddler Way Ste. 308

SECTION THREE – GENERAL TERMS AND CONDITIONS

3.01 AUTHORITIES AND LIMITATIONS

The Contractor shall perform the Work in accordance with any written order (including, but not limited to, instruction, direction, interpretation, or determination) issued by an authorized representative of the Agency in accordance with the authorized representative's authority to act for the Project Director. The Contractor assumes all the risk and consequences of performing the Work and Services in accordance with any order (including, but not limited to, instruction, direction, interpretation, or determination) of anyone not authorized to issue such order, and of any order not in writing.

- A. The Project Director will decide all questions which may arise as to;
 - i. Quality and acceptability of hardware, software, supplies, and materials furnished;
 - ii. Quality and acceptability of Work and Services performed;
 - iii. Compliance with the schedule of progress;
 - iv. Interpretation of contract documents;
 - v. Acceptable fulfillment of the contract on the part of the Contractor.
- B. Means & Methods: The means, methods, techniques, sequences or procedures of work and services, or safety precautions and the program incident to these items, and the duty to perform or furnish the Work and Services in accordance with the contract documents are the sole responsibility of the Contractor.
- C. Visits to Sites by Project Director: The Project Director will make visits to the work sites at intervals appropriate to the various stages of the project to observe the progress and quality of the executed Work and Services and to determine, in general, if the Work and Services are proceeding in accordance with the contract documents

3.02 BID DOCUMENTS: INTENT, AMENDING, REUSE

- A. Incomplete Bid Documents: The submission of a bid by the bidder is considered a representation that the bidder examined the bid documents to make certain that all sheets and pages were provided, and that the bidder is satisfied as to the conditions to be encountered in performing the Work and providing the Services. The Agency expressly denies any responsibility or liability for a bid submitted on the basis of an incomplete set of bid documents.
- B. Copies of Bid Documents: The Agency shall furnish to the Contractor up to five copies of the bid documents. Upon request, additional copies will be furnished to the Contractor at the price of the cost of reproduction.
- C. Scope of Work and Services: The contract documents will contain the entire contract between the Agency and the Contractor concerning the Work and Services. The contract documents are complementary; what is called for by one is as binding as if called for by all. The contract documents will be construed in accordance with the Regulatory Requirements of the place of the Project. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of the contract to create in the public or any member thereof a third-party benefit, or to authorize anyone not a party to the contract to maintain a suit pursuant to the terms or provisions of the contract.

- D. Intent of Contract Documents: It is the intent of the contract documents to describe a functionally complete Project. Any Work and Services, hardware, software, supplies, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied, without any adjustment in contract price or contract time, whether or not specifically called for.

Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the regulatory requirements of any governmental authority, whether such reference be specific or by implication, shall mean the edition stated in the contract documents or, if not stated, the latest standard specification, manual, code or regulatory requirements in effect at the time of advertisement for the Project (or, on the effective date of the contract if there was no advertisement). However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of the Agency and the Contractor, or any of their consultants, agents or employees from those set forth in the contract documents, nor shall it be effective to assign to the Agency or any of the Agency's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work and Services or any duty or authority to undertake responsibility contrary to the provisions of paragraphs under par. 3.01 (Authorities and Limitations) above.

- E. Discrepancy in Contract Documents: Before undertaking the Work and Services, the Contractor shall carefully study and compare the contract documents and check and verify pertinent figures, and specifications shown thereon and all applicable field conditions at each location. Work and Services in the area by the Contractor shall imply verification of figures, specifications, and field conditions. If, during the above study or during the performance of the Work and Services, the Contractor finds a conflict, error, discrepancy or omission in the contract documents, or a discrepancy between the contract documents and any standard specification, manual, code, or regulatory requirement which affects the Work and Services, the Contractor shall promptly report such discrepancy in writing to the Project Director. The Contractor shall obtain a written interpretation or clarification from the Project Director before proceeding with any Work and Services affected thereby. Any adjustment made by the Contractor without this written interpretation or clarification from the Project Director shall be at the Contractor's own risk and expense. However, the Contractor shall not be liable to the Agency for failure to report any conflict, error, or discrepancy in the contract documents unless the Contractor should reasonably have known of the conflict, error, or discrepancy in the contract documents.

- F. Discrepancy - Order of Precedence: When conflicts, errors, or discrepancies within the contract documents exist, the order of precedence from most governing to least governing will be as follows:

- i. Amendment to contract
- ii. Contract
- iii. Amendments issued by the Agency for the ITB
- iv. Notices to Bidders
- v. ITB Specifications
- vi. General Terms and Conditions
- vii. Written Technical Specifications
- viii. General Notes on Drawings
- ix. Drawings

- G. Clarifications and Interpretations: The Project Director will issue with reasonable promptness such written clarifications or interpretations of the requirements of the contract documents as the Project Director may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the contract documents.
- H. Reuse of documents: Neither the Contractor nor any Subcontractor, Supplier or other person or organization performing or furnishing any of the Work and Services under a direct or indirect contract with the Agency shall have or acquire any title to or ownership rights in any of the contract documents (or copies of them) prepared by or for the Agency and they shall not reuse any of the contract documents on extensions of the Project or any other project without written consent of the Procurement Manager. Contract documents prepared by the Contractor in connection with the Work and Services shall become the property of the Agency.

3.03 LANDS AND PHYSICAL CONDITIONS

- A. Availability of Site: The Agency shall furnish as indicated in the contract documents, the site upon which the Work is to be performed and Services are to be provided.
- B. Visit to Site: The submission of a bid by the Contractor is considered a representation that the Contractor has visited and carefully examined the site and is satisfied as to the conditions to be encountered in performing the Work and Services and as to the requirements of the contract documents.
- C. Explorations and Reports: If reference is made in the Supplementary Conditions and Requirements to any reports of explorations and tests of subsurface conditions at the site that have been utilized by the Agency in preparation of the contract documents, then the Contractor may for the Contractor's purposes rely upon the accuracy of the factual data contained in such reports, but not upon interpretations or opinions drawn from such factual data contained therein or for the completeness or sufficiency thereof. Except as indicated in the immediately preceding sentence and in par. 3.03. D. (Utilities) and par. 3.06. N. (Differing Work Site Conditions), Contractor shall have full responsibility with respect to surface and subsurface conditions at the work sites.
- D. Utilities: The horizontal and vertical locations of known underground utilities as shown or indicated by the contract documents are approximate and are based on information and data furnished to the Agency by the owners of such underground utilities.

The Contractor shall have full responsibility for:

- i. Reviewing and checking all information and data concerning utilities.
- ii. Locating all underground utilities which are affected by the Work and Services.
- iii. Coordination of the Work and Services with the owners of all utilities during the project.
- iv. Safety and protection of all utilities as provided in paragraph 3.04. R. (Safety and Protection).
- v. Repair of any damage to utilities resulting from the Work and Services in accordance with this par. 3.03. D. (Utilities) and paragraph 3.03. E. (Damaged Utilities).

If work is to be performed by any utility owner, the Contractor shall cooperate with such owners to facilitate the Work and Services.

In the event of interruption to any utility service as a result of accidental breakage or as result of being exposed or unsupported, the Contractor shall promptly notify the utility owner and the Project Director. If service is interrupted, repair work shall be continuous until the service is restored. No Work or Services shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

- E. Damaged Utilities: When utilities are damaged by the Contractor, the utility owner shall have the choice of repairing the utility or having the Contractor repair the utility. In the following circumstances, the Contractor shall reimburse the utility owner for repair costs or provide at no cost to the utility owner or the Agency, all hardware, software, supplies, materials, equipment and labor necessary to complete repair of the damage:
- i. When the utility is shown or indicated in the contract documents;
 - ii. When the utility has been located by the utility owner;
 - iii. When no locate was requested by the Contractor for utilities shown or indicated in the contract documents;
 - iv. When the utilities are visible; or
 - v. When the Contractor could have, otherwise, reasonably been expected to be aware of such utility.
- F. Utilities Not Shown or Indicated: If, while directly performing the Work and Services, an underground utility is uncovered or revealed at the site which was not shown or not indicated in the contract documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall, promptly after becoming aware thereof and before performing any Work and Services affected thereby (except in an emergency as permitted by paragraph 3.04. T. (Emergencies) identify the owner of such underground utility and give written notice thereof to that owner and to the Project Director. The Project Director will promptly review the underground utility to determine the extent to which the contract documents and the Work and Services should be modified to reflect the impacts of the discovered utility. The contract documents will be amended or supplemented in accordance with the paragraph 3.06. B. (Authorization of Changes within the General Scope of Work and Services) and to the extent necessary through the issuance of a change document by the Project Director. During such time, the Contractor shall be responsible for the safety and protection of such underground utility as provided in the paragraph 3.04. R. (Safety and Protection). The Contractor may be allowed an increase in the contract price or an extension of the contract time, or both, to the extent that they are directly attributable to the existence of any underground utility that was not shown or indicated in the contract documents and which the Contractor could not reasonably have been expected to be aware of.

3.04 CONTRACTOR'S RESPONSIBILITIES

- A. Supervision of Work and Services: The Contractor shall supervise and direct the Work and Services competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work and Services in accordance with the

contract documents. All Work and Services under the contract shall be performed and provided in a skillful manner. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of the installations and ongoing service requirements.

- B. Superintendence or Lead by Contractor: The Contractor shall keep a competent project superintendent or lead present at the work site locations, at all times during the Work's progress. The Project Director shall be advised in writing of the project superintendent's or lead's full name and telephone number. This written advice is to be kept current until final acceptance by the Agency. The project superintendent or lead will be the Contractor's representative at the Work site locations and shall have full authority to act and sign documents on behalf of the Contractor. All communications given to the project superintendent or lead shall be as binding as if given to the Contractor. The Contractor and project superintendent or lead shall cooperate with the Project Director.
- C. Character of Workers: The Contractor shall provide a sufficient number of competent, suitably qualified personnel to perform and provide the Work and Services as required by the contract documents. The Contractor shall at all times maintain good discipline and order at the site locations. The Project Director has the right to require, in writing, the Contractor to remove from the site location any employee the Project Director deems incompetent, careless, or otherwise detrimental to the progress of the Work and Services, but the Project Director shall have no requirement to exercise this right.
- D. Contractor to Furnish: The Contractor shall maintain neat and sanitary work areas within each work site location. The Contractor shall furnish and assume full responsibility for all hardware, software, supplies, materials, equipment, (including, but not limited to, machinery, tools and appliances) and incidentals necessary for performance and completion of the Work and Services listed in this ITB.
- E. Hardware, software, licenses, supplies, materials, and equipment: All hardware, software, licenses, supplies, materials, and equipment shall be of specified quality and new, except as otherwise provided in the contract documents. If required by the Project Director, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of hardware, software, licenses, supplies, materials, and equipment. All hardware, software, licenses, supplies, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the contract documents. But provision of any such instructions will not be effective to assign to the Agency or any of the Agency's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work and Services or any duty or authority to undertake responsibility contrary to the provisions of par. 3.04. K. (Substitute Means & Methods) and par. 3.01. C. (Visits to Site by Project Director).
- F. Anticipated Schedules: Within a reasonable time after the Agency provides the Contractor a notice to proceed or contract, the Contractor shall submit to the Procurement Manager for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work and Services that will be performed or provided.
- G. Project Schedules: Within ten days after the date of the Notice to Proceed, the Contractor shall submit to the Procurement Manager for review:

- i. Anticipated schedule of the Project; and
 - ii. Anticipated Schedule of Values for all of the Work and Services; the schedule will include quantities and prices of items aggregating the contract price and will subdivide the Work and Services into component parts in sufficient detail to serve as the basis for progress payments during the Project. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work and Services.
- H. Finalizing Schedules: Prior to processing the first Application for Payment, the Project Director and the Contractor will finalize schedules required by paragraph 3.04. F., (Anticipated Schedules). The finalized progress schedule will be acceptable to the Agency as providing information related to the orderly progression of the Work and Services to completion within the contract time; but such acceptance will neither impose on the Agency nor relieve the Contractor from full responsibility for the progress or scheduling of the Work and Services. If accepted, the finalized Schedule of Work and Services, Drawings, and other required submissions will be acceptable to the Agency as providing a workable arrangement for processing the submissions. If accepted, the finalized Schedule of Values will be acceptable to the Agency as an approximation of anticipated value of Work and Services to be accomplished over the anticipated contract time. Receipt and acceptance of a schedule submitted by the Contractor shall not be construed to assign responsibility for performance or contingencies to the Agency or relieve the Contractor of its responsibility to adjust its forces, equipment, and work schedules as may be necessary to insure completion of the Work and Services within prescribed contract time. Should the performance of the Work and Services be discontinued for any reason, the Contractor shall notify the Project Director at least 24 hours in advance of resuming operations.
- I. Adjusting Schedules: Upon substantial changes to the schedule, or upon request, the Contractor shall submit to the Project Director for acceptance (to the extent indicated in par. 3.04. H., (Finalizing Schedules), and the General Conditions and Requirements) adjustments in the schedules to reflect the actual present and anticipated progress of the Work and Services.
- J. Substitutes or "Or-Equal" Items: Whenever hardware, software, licenses, supplies, materials, and equipment are specified or described in the contract documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, hardware, software, licenses, supplies, materials, and equipment of other Suppliers may be accepted by the Project Director only if sufficient information is submitted by the Contractor which clearly demonstrates to the Project Director that the material or equipment proposed is equivalent or equal in all aspects to that named. The procedure for review by the Project Director will include the following provisions as supplemented in these General Conditions and Requirements:
- i. Requests for review of substitute items of material and equipment will not be accepted by the Project Director from anyone other than the Contractor.
 - ii. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Project Director for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not delay the Contractor's

achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work and Services will require a change in any of the contract documents (or in the provisions of any other direct contract with the Agency for Work and Services on the Project) to adapt the design to the proposed substitute, and whether or not incorporation or use of the substitute in connection with the Work and Services is subject to payment of any license fee or royalty.

- iii. All variations of the proposed substitute from that specified will be identified in the application, and available maintenance, repair, and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including, but not limited to, costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Agency in evaluating the proposed substitute. The Agency may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Project Director may reject any substitution request which the Project Director determines is not in the best interest of the Agency.
- K. Substitute Means and Methods: If a specific means, method, technique, sequence or procedure of the project is indicated in or required by the contract documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of the project acceptable to the Project Director, if the Contractor submits sufficient information to allow the Project Director to determine that the substitute proposed is equivalent to that indicated or required by the contract documents. The procedure for review by the Project Director will be similar to that provided in paragraph 4.j. entitled "Substitutes" or "Or-Equal" Items" as applied by the Project Director and as may be supplemented in the General Conditions and Requirements.
- L. Evaluation of Substitution: The Project Director will be allowed a reasonable time within which to evaluate each proposed substitute. The Project Director will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Project Director's prior written acceptance which will be provided in writing by the Project Director once approved in accordance with par. 3.04. U. (Drawings and Samples) and paragraph 3.04. V. (Drawing and Sample Review). The Project Director may require the Contractor to furnish at the Contractor's expense a special performance guarantee with respect to any substitute.
- M. Dividing the Work and Services: The divisions and sections of the specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work and Services among subcontractors or Suppliers or delineating the Work and Services to be performed by any specific trade.
- N. Subcontractors: The Contractor may utilize the services of licensed specialty subcontractors on those parts of the Work and Services which, under normal contracting practices, are performed by licensed specialty subcontractors, in accordance with the following conditions:
 - i. The Contractor shall not award any Work and Services to any Subcontractor without prior written approval of the Project Director. This approval will not be given until the Contractor submits to the Project Director a written statement concerning the proposed award to the Subcontractor which shall contain required Equal Employment Opportunity documents, evidence of workers' compensation and other insurance whose limits are acceptable to the Contractor, and an executed copy of the subcontract. All subcontracts submitted for approval must contain provisions for payment for Work and Services done by the

Subcontractor that comply with AS 36.90.210. The acceptance by the Project Director of any such Subcontractor does not constitute a waiver of any right of the Agency to reject defective Work and Services.

- ii. The Contractor shall be fully responsible to the Agency for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work and Services under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.
 - iii. All Work and Services performed for the Contractor by a Subcontractor will be pursuant to an appropriate written agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the contract documents for the benefit of the Agency and contains waiver provisions as required by paragraph 3.10. Q. (Waiver of Claims by Contractor) and termination provisions as required by sec. 3.11, (Suspension of Work and Services, Default and Termination).
 - iv. Nothing in the contract documents shall create any contractual relationship between the Agency and any such Subcontractor, Supplier, or other person or organization, nor shall it create any obligation on the part of the Agency to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Regulatory Requirements. The Agency will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers.
 - v. The Contractor and subcontractors shall coordinate their work and services and cooperate with other trades so to facilitate general progress of the Work and Services. Each trade shall afford other trades every reasonable opportunity for installation of their work and services and storage of hardware, software, supplies, materials. If cooperative work of one trade must be altered due to lack of proper supervision, or failure to make proper provisions in time by another trade, such conditions shall be remedied by the Contractor with no change in contract price or contract time.
 - vi. The Contractor shall include on his own payrolls any person or persons working on the contract who are not covered by written subcontract and shall ensure that all Subcontractors include on their payrolls all persons performing work and services under the direction of the Subcontractors.
- O. Use of Premises: The Contractor shall confine project equipment, the storage of hardware, software, licenses, supplies, materials, and equipment and the operations of workers to the Project limits and approved remote storage sites and lands and areas identified in and permitted by Regulatory Requirements, rights-of-way, permits, and easements, and shall not unreasonably encumber the premises with project equipment or other hardware, software, supplies, materials, or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant of the land or area or of any contiguous land or areas, resulting from the performance of the Work. Should any claim be made against the Agency by any such owner or occupant because of the performance of the Work, the Contractor shall hold the Agency harmless.
- P. Structural Loading: The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

- Q. Record Documents: The Contractor shall maintain in a safe place one record copy of all Drawings, Specifications, Amendments, Directives, Changes, Supplemental Agreements, and written interpretations and clarifications (issued pursuant to par. 3.02. G. (Clarifications and Interpretations), in good order and annotated to show all changes made during the Project. These record documents together with all approved Samples and a counterpart of all approved Drawings will be available to the Project Director for reference and copying. Upon completion of the Work and Services, the annotated record documents, Samples and Drawings will be delivered to the Project Director. Record documents shall accurately record variations in the Work and Services which vary from requirements shown or indicated in the contract documents.
- R. Safety and Protection: In addition to the other safety requirements of the contract, the Contractor must comply with AS 18.60.075 (safe employment) and all pertinent provisions of 8 AAC 61 (Occupational Safety and Health). The Contractor alone shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and Services. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- i. All employees at the work site locations and other persons and organizations who may be affected by the Work and Services;
 - ii. All the Work and Services, and the hardware, software, licenses, supplies, materials, and equipment to be incorporated in the Work and Services, whether in storage on or off the work site locations; and
 - iii. Other property at the work site locations or adjacent to the work site locations, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of the project.

The Contractor shall comply with all applicable Regulatory Requirements of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utility owners when performance of the Work and Services may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work and Services or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. No change in contract price or contract time will be allowed except as stated in par. 3.03. F. (Utilities Not Shown or Indicated), except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not limited to, acts of God, the public enemy, or governmental authorities. The Contractor's duties and responsibilities for the safety and protection of the Work and Services shall continue until final acceptance (except as otherwise expressly provided in connection with substantial completion).

- S. Safety Representative: The Contractor shall designate a responsible safety representative at the site. This person shall be the Contractor's project superintendent or lead unless otherwise designated in writing by the Contractor to the Project Director.

- T. Emergencies: In emergencies affecting the safety or protection of persons or the Work and Services or property at the work site locations or adjacent to the work site locations, the Contractor, without special instruction or authorization from the Agency, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Director prompt written notice if the Contractor believes that any significant changes in the Work and Services or variations from the contract documents have been caused thereby. If the Agency determines that a change in the contract is required because of the action taken in response to an emergency, a change will be authorized by one of the methods indicated in paragraph 3.06. B. (Authorization of Changes within the General Scope of Work and Services), as determined appropriate by the Project Director.
- U. Drawings and Samples: After checking and verifying all field conditions and after complying with applicable procedures, the Contractor shall submit to the Project Director for review and approval of Drawing submissions. All submissions will be identified as the Project Director may require. The data shown on the Drawings will be complete with all the data required to enable the Project Director to review the information as needed.

The Contractor shall also submit to the Project Director for review and approval with such promptness as to cause no delay in Work and Services, all Samples required by the contract documents. All Samples will have been checked by and accompanied by a specific written indication that the Contractor has satisfied Contractor's responsibilities under the contract documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended.

Before submission of each Drawing or sample, the Contractor shall have determined and verified all quantities, specified performance criteria, installation requirements, hardware, software, licenses, supplies, materials, equipment, catalog numbers and similar data with respect to the Drawing or sample and reviewed or coordinated each Drawing or sample with other Drawings and Samples and with the requirements of the Work and Services and the contract documents.

At the time of each submission, the Contractor shall give the Project Director specific written notice of each variation that the Drawings or Samples may have from the requirements of the contract documents, and, in addition, shall cause a specific notation to be made on each Drawing submitted to the Project Director for review and approval of each such variation. All variations of the proposed drawing from that specified will be identified in the submission and available maintenance, repair and replacement service will be indicated. The submittal will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such variation, including, but not limited to, costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Agency in evaluating the proposed variation. If the variation may result in a change of contract time or price, or contract responsibility, and is not minor in nature, the Contractor must submit a written request for Change with the variation to notify the Agency of the Contractor's intent. The Agency may require the Contractor to furnish at the Contractor's expense additional data about the proposed variation. The Project Director may reject any variation request which the Project Director determines is not in the best interest of the Agency.

- V. Drawing and Sample Review: The Project Director will review with reasonable promptness any Drawings and Samples, but the Project Director's review will be only for conformance with the design concept of the Project and for compliance with the information given in the contract documents and shall not extend to means, methods, techniques, sequences

or procedures of the project (except where a specific means, method, technique, sequence or procedure of installation is indicated in or required by the contract documents) or to safety precautions or programs incident to the Drawings or Samples. The review of a separate item as such will not indicate acceptance of the assembly in which the item functions. The Contractor shall make corrections required by the Project Director and shall return the required number of corrected copies of Drawings and submit as required new Samples for review. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Project Director on previous submittals.

The Project Director's review of Drawings or Samples shall not relieve Contractor from responsibility for any variation from the requirements of the contract documents unless the Contractor has in writing advised the Project Director of each such variation at the time of submission as required by the paragraphs under par. 3.04. U. (Drawings and Samples). The Project Director, in the Project Director's sole discretion, may give written approval of each such variation, except that, if the variation is minor and no Change has been requested, a specific written notation thereof incorporated in or accompanying the Drawing or sample review comments shall suffice as a modification. No approval by the Project Director will relieve the Contractor from responsibility for errors or omissions in the Drawings or from responsibility for having complied with the provisions of paragraphs listed under par. 3.04. U. (Drawings and Samples).

Where a Drawing or sample is required by the specifications, any related Work and Services performed prior to the Project Director's review of the pertinent submission will be the sole expense and responsibility of the Contractor.

- W. Maintenance During the Project: The Contractor shall maintain the Work and Services during the project and until Substantial Completion.
- X. Continuing the Work and Services: The Contractor shall carry on the Work and Services and adhere to the progress schedule during all disputes or disagreements with the Agency. No Work and Services shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as the Contractor and the Project Director may otherwise agree in writing.
- Y. Use of Explosives: This section has been removed from the ITB.
- Z. Contractor's Records: Records of the Contractor and subcontractors relating to personnel, payrolls, invoices of hardware, software, licenses, supplies, materials, and equipment, and any and all other data relevant to the performance of the contract, must be kept on a generally recognized accounting system. Such records must be available during normal work hours to the Project Director, and Agency Personnel, for purposes of investigation to ascertain compliance with Regulatory Requirements and provisions of the contract documents.

Records of all written communications, including, but not limited to, emails between the Agency and the Contractor and other parties, where such communications affected performance of the contract, must be kept by the Contractor and maintained for a period of three years from Final Acceptance. The Agency or its assigned representative may perform an audit of these records during normal work hours after written notice to the Contractor.

3.05 OTHER WORK AND SERVICES

- A. Related Work and Services at Work Site Locations: The Agency reserves the right at any time to contract for and/or perform other or additional work on or near the Work and Services covered by the contract.

When separate contracts occur within the limits of the Project, the Contractor shall conduct the Work and Services so as not to interfere with or hinder the work being performed by other contractors or by Agency employees. The Contractor, when working on the same Project with other contractors, shall cooperate with such other contractors. The Contractor shall join the Contractor's Work and Services with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.

If the fact that other such work or services to be performed is identified or shown in the contract documents the Contractor shall assume all liability, financial or otherwise, in connection with the contract and indemnify and save harmless the Agency from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors.

If the fact that such other work or services is to be performed was not identified or shown in the contract documents, written notice thereof will be given to the Contractor prior to starting any such other work or services. If the Contractor believes that such performance will require an increase in contract price or contract time, the Contractor shall notify the Project Director of such required increase within ten (10) calendar days following receipt of the Project Director's notice. Should the Project Director find such increase(s) to be justified, a Contract Amendment will be executed.

- B. Access, Cutting, and Patching: The Contractor shall afford each utility owner and any other Contractor who is a party to such a direct contract with the Agency (or the Agency, if the Agency is performing the additional work or services with the Agency's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of hardware, software, licenses, supplies, materials, and equipment and the execution of such work or services, and shall properly connect and coordinate the Work and Services with the work of others. The Contractor shall do all cutting, fitting, and patching of the Work and Services that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter such other work with the written consent of the Project Director. The duties and responsibilities of the Contractor under this paragraph are for the benefit of other contractors to the extent that there are comparable provisions for the benefit of the Contractor in said direct contracts between the Agency and other contractors.
- C. Defective Work and Services by Others: If any part of the Contractor's Work and Services depends for proper execution or results upon the work of any such other Contractor, utility owner, or the Agency, the Contractor shall inspect and promptly report to the Project Director in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to so report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work and Services except for latent or nonapparent defects and deficiencies in the other work or services.

- D. Coordination: If the Agency contracts with others for the performance of other work or services at the work site locations, the Project Director will have authority and responsibility for coordination of the activities among the various prime contractors.

3.06 CHANGES OR AMENDMENTS

- A. Agency's Right to Change or Amend: The Agency may, at any time, order additions, deletions, or revisions in the Work and Services within the general scope of the contract, including but not limited to, changes and amendments:
- i. In the contract documents;
 - ii. In the method or manner of performance of the Work and Services;
 - iii. In State-furnished facilities, hardware, software, licenses, supplies, materials, and equipment services, or sites;
 - iv. Directing acceleration in the performance of the Work and Services.
- B. Authorization of Changes within the General Scope of Work and Services: Additions, deletions, or revisions in the Work and Services within the general scope of the contract as specified in paragraph 3.06. A. (Agency's Right to Change or Amend) shall be authorized by one or more of following ways:
- i. Directive (pursuant to paragraph 3.06. C. (Directive))
 - ii. A Contract Amendment (pursuant to paragraph 3.06. I. (Contract Amendment))
 - iii. Agency's acceptance of Drawing variations from the contract documents as specifically identified by the Contractor as required by par. 3.04. U. (Drawings and Samples).
- C. Directive: The Project Director shall provide written clarification or interpretation of the contract documents (pursuant to paragraph 3.02. A. (Clarifications and Interpretations)).
- D. The Project Director may authorize minor variations in the Work and Services from the requirements of the contract documents which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents.
- E. The Project Director may order the Contractor to correct defective Work and Services or methods which do not conform to the contract documents.
- F. The Project Director may direct the commencement or suspension of Work and Services or emergency related Work and Services (as provided in paragraph 3.04. T. (Emergencies)).
- G. Upon the issuance of a Directive to the Contractor by the Project Director, the Contractor shall proceed with the performance of the Work and Services as prescribed by such Directive.
- H. If the Contractor believes that the changes noted in a Directive may cause an increase in the contract price or an extension of contract time, the Contractor shall immediately provide written notice to the Project Director depicting such increases before proceeding with the

Directive, except in the case of an emergency. If the Project Director finds the increase in contract price or the extension of contract time justified, a Contract Amendment will be requested. If, however, the Project Director does not find that a Contract Amendment is justified, the Project Director may direct the Contractor to proceed with the Work and Services as Contracted. The Contractor shall cooperate with the Project Director in keeping complete daily records of the cost of such Work and Services. If a Contract Amendment is ultimately determined to be justified, in the absence of agreed prices and unit prices, payment for such Work and Services will be made on a cost of the work basis as provided in paragraph 3.07. D. (Cost of the Work and Services).

- I. Contract Amendment: A change in contract time, contract price, or responsibility may be made within the scope of the Work and Services only by Contract Amendment. Upon receipt of an executed Contract Amendment, the Contractor shall promptly proceed with the work or services involved which will be performed under the applicable conditions of the contract documents except as otherwise specifically provided. Changes in contract price and contract time shall be made in accordance with secs. 3.06 (Changes or Amendments), 3.07 (Contract Price: Computations and Change), and 3.08 (Contract Time: Computations and Change).
- J. Drawing Variations: Variations by Drawings shall only be eligible for consideration under the above paragraph 3.06. I. (Contract Amendment) when the conditions affecting the price, time, or responsibility are identified by the Contractor in writing and a request for a Change is submitted as per par. 3.04. U. (Drawings and Samples).
- K. Changes Outside the General Scope; Supplemental Agreement: Any change which is outside the general scope of the contract, as determined by the Project Director, must be authorized and signed by the authorized representatives of the Agency and the Contractor.
- L. Unauthorized Work and Services: The Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any work or services performed that is not required by the contract documents as amended, modified, and supplemented as provided in this section, except in the case of an emergency as provided in paragraph 3.04. T. (Emergencies) and except in the case of uncovering Work as provided in 3.09. D. (Uncovering Work and Services).
- M. Notification of Surety: If notice of any change affecting the general scope of the Work and Services or the provisions of the contract documents (including, but not limited to, contract price or contract time) is required by the provisions of any Bond to be given to a Surety, the giving of any such notice will be the Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.
- N. Differing Work Site Conditions: The Contractor shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 3.04. T. (Emergencies)), notify the Project Director in writing of:
 - i. Subsurface or latent physical conditions at the work site locations differing materially from those indicated in the contract, and which could not have been discovered by a careful examination of the work site locations; or
 - ii. Unknown physical conditions at the work site locations, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work or services of the character provided for in the contract. The Project Director shall

promptly investigate the conditions, and if the Project Director finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or time required for, performance of the contract, an equitable adjustment shall be made and the contract modified in writing accordingly.

- O. Claims for Compensation: Any claim for additional compensation by the Contractor under this sec. 3.06 (Changes or Amendments) shall be made in accordance with sec. 3.12 (Claims and Disputes), and shall not be allowed unless the Contractor has first given the notice required by the contract. In the event that the Project Director and the Contractor are unable to reach an agreement concerning an alleged differing work site condition, the Contractor will be required to keep an accurate and detailed record which will indicate the actual cost of the work or services done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing work site conditions. The Project Director shall be given the opportunity to supervise and check the keeping of such records.

3.07 CONTRACT PRICE: COMPUTATION AND CHANGE

- A. Contract Price: The contract price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work and Services. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without change in the contract price. The contract price may only be changed by a Contract Amendment.
- B. Claim for Price Change: Any claim for an increase or decrease in the contract price shall be submitted in accordance with the terms of sec. 3.12, (Claims and Disputes), and shall not be allowed unless notice requirements of the contract have been met.
- C. Contract Amendment Price Determination: The value of any work covered by a amendment to the contract for an increase or decrease in the contract price shall be determined in one of the following ways:
- i. Where the Work or Services involved is covered by unit prices contained in the contract documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs under par. 3.07. H. (Unit Price Work and Services).
 - ii. By mutual acceptance of a lump sum price which includes overhead and profit.
 - iii. When i. and ii. of this par. 3.07. C. (Contract Amendment Price Determination) are inapplicable, on the basis of the "Cost of the Work and Services" (determined as provided in par. 3.07. D. (Cost of the Work and Services) and par. 3.07. E. (Excluded Costs) plus a Contractor's fee for overhead and profit (determined as provided in paragraphs under par. 3.07. F. (Contractor's Fee).
 - iv. Before a Contract Amendment is approved, the Contractor shall submit pricing data regarding the changed or extra Work and Services. The Contractor shall certify that the data submitted is, to the Contractor's best knowledge and belief, accurate, complete and current as of a mutually determined specified date and that such data will continue to be accurate and complete during the performance of the changed or extra Work and Services.
- D. Cost of the Work and Services: The term "Cost of the Work and Services" means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the work

and services. Except as otherwise may be agreed to in writing by the Agency, such costs shall be an amount no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in par. 3.07. E. (Excluded Costs):

- i. Payroll costs for employees in the direct employ of the Contractor in the performance of the Work and Services under schedules of job classifications agreed upon by the Agency and the Contractor. Payroll costs for employees not employed full time on the Work and Services shall be apportioned on the basis of their time spent on the Work and Services. Payroll costs shall mean salaries and wages plus the cost of fringe benefits that include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and Holiday pay applicable to the employees. Such employees shall include project superintendents or leads and forepersons at the site. The expenses of performing Work and Services after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the Agency.
- ii. Cost of all hardware, software, licenses, supplies, materials, and equipment furnished and incorporated in the Work and Services, including, but not limited to, costs of transportation and storage of the hardware, software, licenses, supplies, materials, and equipment, and Suppliers' field services required in connection with the hardware, software, licenses, supplies, materials, and equipment. All cash discounts shall accrue to the Contractor unless the Agency deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Agency. All trade discounts, rebates and refunds and all returns from sale of surplus hardware, software, licenses, supplies, materials, and equipment shall accrue to the Agency, and the Contractor shall make provisions so that they may be obtained.
- iii. Payments made by the Contractor to subcontractors for Work and Services performed by subcontractors. If required by the Agency, Contractor shall obtain competitive quotes from subcontractors or Suppliers acceptable to the Contractor and shall deliver such quotes to the Agency who will then determine which quotes will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of "cost of the work and services" plus a fee, the Subcontractor's "cost of the work and services" shall be determined in the same manner as the Contractor's "cost of the work and services" as described in par. 3.07. D. (Cost of the Work and Services) and par. 3.07. E. (Excluded Costs); and the Subcontractor's fee shall be established as provided for under par. 3.07. F. (Contractor's Fee). All subcontracts shall be subject to the other provisions of the contract documents insofar as applicable.
- iv. Costs of special consultants (including, but not limited to electricians, and network engineers) employed for services necessary for the completion of the Work and Services.
- v. Supplemental costs as follows:
 1. The proportion of necessary transportation, travel, per-diem, housing, and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work and Services.
 2. Cost, including, but not limited to, transportation and maintenance, of all hardware, software, licenses, supplies, materials, and equipment, appliances, at the work site

locations and hand tools not owned by the workers, which are used in the performance of the Work and Services, less market value of such items used but not consumed which remain the property of the Contractor.

3. Rentals of all equipment and machinery and the parts thereof, whether rented from the Contractor or others, in accordance with rental agreements approved by the Agency, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work and Services.
4. Sales, consumer, use, or similar taxes related to the Work and Services, and for which the Contractor is liable, imposed by Regulatory Requirements.
5. Deposits lost for causes other than negligence of the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work and Services or otherwise sustained by the Contractor in connection with the performance and furnishing of the Work and Services provided they have resulted from causes other than the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include, but are not limited to, settlements made with the written consent and approval of the Agency. No such losses, damages and expenses shall be included in the "cost of the work and services" for the purpose of determining the Contractor's fee. If, however, any such loss or damage requires reinstallation and the Contractor is placed in charge thereof, the Contractor shall be paid for services a fee proportionate to that stated in paragraphs under par. 3.07. F. (Contractor's Fee).
7. Minor expenses such as telegrams, long-distance telephone calls, telephone service at the work site locations, courier costs, and similar petty cash items in connection with the Work and Services.
8. Cost of premiums for additional bonds and insurance required because of changes in the Work and Services and premiums for property insurance coverage within the limit of the amount established by the Agency in accordance with par. 1.41 (Insurance) of the Notices to Bidders section.

E. Excluded Costs: The term "Cost of the Work and Services" shall not include any of the following:

- i. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agency, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the work site locations or in Contractor's principal or a branch office for general administration of the Work and Services and not specifically included in the agreed upon schedule of job classifications referred to in paragraphs covered under par. 3.07. D. (Cost of the Work and Services) or specifically covered by paragraphs under (Cost of the Work

and Services) – all of which are to be considered administrative costs covered by the Contractor's fee.

- ii. Expenses of Contractor's principal and branch office.
 - iii. Any part of Contractor's capital expenses including, but not limited to, interest on Contractor's capital employed for the Work and Services and charges against Contractor for delinquent payments.
 - iv. Cost of premiums for all bonds and insurance whether or not Contractor is required by the contract documents to purchase and maintain the same (except for the cost of premiums covered by above paragraphs under par. 3.07. D. (Cost of the Work and Services).
 - v. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work and Services, disposal of hardware, software, supplies, materials, or equipment wrongly supplied and making good any damage to property.
 - vi. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in par. 3.07. D. (Cost of the Work and Services).
- F. Contractor's Fee: A mutually acceptable fixed fee; or if a fixed fee cannot be agreed upon, a fee based on the following percentages of the various portions of par. 3.07. D. (Cost of the Work and Services). The Contractor's fee allowed to Contractor for overhead and profit shall be determined as follows:
- i. For costs incurred under i. and ii. of par. 3.07. D. (Cost of the Work and Services), the Contractor's fee shall be twenty percent (20%);
 - ii. For costs incurred under iii. of par. 3.07. D. (Cost of the Work and Services), the Contractor's fee shall be ten percent (10%); and if a subcontract is on the basis of "Cost of the Work and Services" plus a fee, the maximum allowable to Contractor on account of overhead and profit of all subcontractors and multiple tiers thereof shall be fifteen percent (15%);
 - iii. No fee shall be payable on the basis of costs itemized under iv. and v. of par. 3.07. D. (Cost of the Work and Services) and under any provision of par. 3.07. E. (Excluded Costs);
 - iv. The amount of credit to be allowed by the Contractor to the Agency for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's fee by an amount equal to ten percent of the net decrease; and
 - v. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with the provision under par. 3.07. F. (Contractor's Fee).

- G. Cost Breakdown: Whenever the cost of any Work and Services is to be determined pursuant to paragraphs under par. 3.07. D. (Cost of the Work and Services) and par. 3.07. E. (Excluded Costs), the Contractor will submit, in a form acceptable to the Agency, an itemized cost breakdown together with supporting data.
- H. Unit Price Work and Services: Where the contract documents provide that all or part of the Work and Services is to be unit price Work and Services, initially the contract price will be deemed to include, for all unit price Work and Services, an amount equal to the sum of the established unit prices for each separately identified item of unit price Work and Services times the estimated quantity of each item as indicated in the contract. The estimated quantities of items of unit price Work and Services are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price. Determinations of the actual quantities and classifications of unit price Work and Services performed by the Contractor will be made by the Agency in accordance with par. 3.07. I. (Determinations for Unit Prices).

Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item. If the contract documents relating to any unit price in the Bid Form require that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work and services or material will not also be measured or paid for under any other pay item which may appear elsewhere in the contract documents.

Payment to the Contractor shall be made only for the actual quantities of Work and Services performed and accepted, or hardware, software, supplies, materials, or equipment furnished, in conformance with the contract documents. When the accepted quantities of Work and Services or hardware, software, supplies, materials, or equipment vary from the quantities stated in the Bid Form or change documents, the Contractor shall accept as payment in full, payment at the stated unit prices for the accepted quantities of Work and Services and hardware, software, supplies, materials, or equipment furnished, completed, and accepted, except as provided below:

- i. When the quantity of Work and Services to be done or material to be furnished under any item, for which the total cost of the item exceeds ten percent (10%) of the total contract price, is increased by more than twenty-five percent (25%) of the quantity stated in the Bid Form, or change documents, either party to the contract, upon demand, shall be entitled to an equitable unit price adjustment on that portion of the Work and Services above one hundred twenty-five percent (125%) of the quantity stated in the Bid Form.
 - ii. When the quantity of Work and Services to be done or hardware, software, supplies, or material to be furnished under any major item, for which the total cost of the item exceeds ten percent (10%) of the total contract price, is decreased by more than twenty-five percent (25%) of the quantity stated in the Bid Form, or change documents, either party to the contract, upon demand, shall be entitled to an equitable price adjustment for the quantity of Work and Services performed or hardware, software, supplies, or material furnished, limited to a total payment of not more than seventy-five percent (75%) of the amount originally bid for the item.
- I. Determinations for Unit Prices: The Project Director will determine the actual quantities and classifications of Unit price Work and Services performed by the Contractor. The Project Director will review with the Contractor preliminary determinations on such matters before finalizing the costs and quantities on the Schedule of Values. The Project

Director's acknowledgment thereof will be final and binding on the Contractor unless, within ten (10) days after the date of any such decisions, the Contractor delivers to the Project Director written notice of intention to appeal from such a decision.

3.08 CONTRACT TIME: COMPUTATION AND CHANGE

- A. Commencement of Contract Time; Notice to Proceed: The contract time will commence to run on the day indicated in the Notice to Proceed.
- B. Starting the Work and Services: No Work and Services on contract items shall be performed before the effective date of the Notice to Proceed. The Contractor shall notify the Project Director at least 72 hours in advance of the time actual project installation operations will begin. The Contractor may request a limited Notice to Proceed after Award has been made, to permit the Contractor to order long lead hardware, software, supplies, materials, or equipment which could cause delays in project completion. However, granting the request is within the sole discretion of the Project Director, and refusal or failure to grant a limited Notice to Proceed shall not be a basis for claiming for delay, extension of time, or alteration of price.
- C. Computation of Contract Time: When the contract time is specified on a calendar days basis, all Work and Services under the contract shall be completed within the number of calendar days specified. The count of contract time begins on the day following receipt of the Notice to Proceed by the Contractor, if no starting day is stipulated therein.

Calendar days shall continue to be counted against contract time until and including the day of final completion of the Work and Services.

When the contract completion time is specified as a fixed calendar date, it shall be the date of final completion.

- D. Time Change: The contract time may only be changed by a Contract Amendment.
- E. Extension Due to Delays: The right of the Contractor to proceed shall not be terminated nor the Contractor charged with liquidated or actual damages because of any delays to the completion of the Work and Services due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not limited to the following: acts of God or of the public enemy, acts of the Agency in contractual capacity, acts of another Contractor in the performance of a contract with the Agency, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of subcontractors or Suppliers due to such causes. Any delay in receipt of hardware, software, supplies, materials, or equipment at the work site locations, caused by other than one of the unforeseeable causes specifically mentioned in the previous sentence, does not of itself justify a time extension. The Contractor shall, within twenty-four (24) hours from the beginning of any such delay (unless the Project Director shall grant a further period of the time prior to the date of final settlement of the contract), notify the Project Director in writing of the cause of delay. The Project Director shall ascertain the facts and the extent of the delay and extend the time for completing the Work and Services when the findings of fact justify such an extension.
- F. Essence of Contract: All time limits stated in the contract documents are of the essence in this contract.

- G. Reasonable Completion time: It is expressly understood and agreed by and between the Contractor and the Agency that the date of beginning and the time for final completion of the Work and Services described herein are reasonable times for the completion of the Work and Services.
- H. Delay Damages: Whether or not the Contractor's right to proceed with the Work and Services is terminated, the Contractor and the Contractor's Sureties shall be liable for damages resulting from the refusal or failure to complete the Work and Services within the specified time.

Liquidated and actual damages for delay shall be paid by the Contractor to the Agency in the amount as specified in the Supplementary Conditions and Requirements for each calendar day the completion of the Work and Services or any part thereof is delayed beyond the time required by the contract, or any extension thereof. If a listing of incidents resulting from a delay and expected to give rise to actual or liquidated damages is not established by the contract documents, then the Contractor shall be liable to the Agency for any actual damages occasioned by such delay. The Contractor acknowledges that the liquidated damages established herein are not a penalty but rather constitute an estimate of damages that the Agency will sustain by reason of delayed completion. These liquidated and actual damages are intended as compensation for losses anticipated to arise, and include those items enumerated in par. 1.45 (Liquidated Damages).

These damages will continue to run both before and after termination in the event of default termination. These liquidated damages do not cover excess costs of completion or Agency costs, fees, and charges related to re-solicitation. If a default termination occurs, the Contractor shall pay in addition to these damages, all excess costs and expenses related to completion as provided by par. 3.11. B. (Default of Contract).

3.09 QUALITY ASSURANCE

- A. Warranty and Guaranty: The Contractor warrants and guarantees to the Agency that all Work and Services will be in accordance with the contract documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective Work and Services, whether or not in place, may be rejected, corrected or accepted as provided for in this section 3.09 (Quality Assurance).
- B. Access to Work and Services: The Agency and the Agency's representatives, testing agencies and governmental agencies with jurisdiction interests will have access to the Work and Services at reasonable times for their observation, inspecting and testing. The Contractor shall provide proper and safe conditions for such access.
- C. Tests and Inspections: The Contractor shall give the Project Director timely notice of readiness of the Work and Services for all required inspections, test, or approvals.

If regulatory requirements of any public body having jurisdiction require any Work and Services (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Project Director the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Agency's acceptance of a Supplier of hardware, software, licenses, supplies, materials, or equipment proposed to be incorporated in the Work and Services, or of hardware, software, licenses, supplies, materials or equipment submitted for approval prior to

the Contractor's purchase thereof for incorporation in the Work and Services. The cost of all inspections, tests and approvals in addition to the above which are required by the contract documents shall be paid by the Contractor. The Agency may perform additional tests and inspections which it deems necessary to ensure quality control. All such failed tests or inspections shall be at the Contractor's expense.

If any Work and Services (including the work and services of others) that is to be inspected, tested, or approved is covered without written concurrence of the Project Director, it must, if requested by the Project Director, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Project Director timely notice of Contractor's intention to cover the same and the Project Director has not acted with reasonable promptness in response to such notice.

Observations, inspections, tests, or approvals by the Agency or others will not relieve the Contractor from the Contractor's obligations to perform the Work and Services in accordance with the contract documents.

- D. Uncovering Work and Services: If any Work and Services is covered contrary to the written request of the Project Director, it must, if requested by the Project Director, be uncovered for the Project Director's observation, and replaced at the Contractor's expense.

If the Project Director considers it necessary or advisable that covered Work and Services be observed, inspected, or tested, the Contractor, at the Project Director's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as the Project Director may require, that portion of the Work and Services in question, furnishing all necessary labor, material and equipment. If it is found that such Work and Services is defective, the Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory re-installation, (including but not limited to, fees and charges of electrical engineers, attorneys and other professionals) and the Agency shall be entitled to an appropriate decrease in the contract price. If, however, such Work and Services is not found to be defective, the Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reinstallation.

- E. Agency May Stop the Work and Services: The Project Director may order the Contractor to stop the Work and Services, or any portion thereof, until the cause for such order has been eliminated or perform the Work and Services in such a way that the completed Work and Services will conform to the contract documents; however, this right of the Project Director to stop the Work and Services shall not give rise to any duty on the part of the Project Director to exercise this right for the benefit of the Contractor or any other party.
- F. Correction or Removal of Defective Work and Services: If required and as directed by the Project Director, the Contractor shall promptly either correct all defective Work and Services, whether or not fabricated, installed or completed, or, if the Work and Services has been rejected by the Project Director, remove it from the site and replace it with Work and Services which conforms to the requirements of the contract documents. The Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to, fees and charges of electrical engineers, attorneys and other professionals) made necessary thereby.

- G. One Year Correction Period: If within one year after the date of final completion, or such longer period of time as may be prescribed by regulatory requirements, or by the terms of any applicable special guarantee required by the contract documents, or by any specific provision of the contract documents, any Work and Services is found to be defective, the Contractor shall promptly, without cost to the Agency and in accordance with the Project Director's written instructions, either correct such defective Work and Services, or, if it has been rejected by the Project Director, remove it from the work site locations and replace it with conforming Work and Services. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Agency may have the defective Work and Services corrected or the rejected Work and Services removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of electrical engineers, attorneys and other professionals) will be paid by the Contractor. In special circumstances where a particular item of hardware, software, or equipment is placed in continuous service for the benefit of the Agency before substantial completion of all the Work and Services, the correction period for that Item may begin on an earlier date if so provided in the Specifications or by Contract Amendment. Provisions of this paragraph are not intended to shorten the statute of limitations for bringing an action.
- H. Acceptance of Defective Work and Services: Instead of requiring correction or removal and replacement of defective Work and Services, the Project Director may accept defective Work and Services. The Contractor shall bear all direct, indirect and consequential costs attributable to the Project Director's evaluation of and determination to accept such defective Work and Services (costs to include, but not be limited to, fees and charges of electrical engineers, attorneys and other professionals). If any such acceptance occurs prior to final payment, a Contract Amendment will be issued incorporating the necessary revisions in the contract documents with respect to the Work and Services; and the Agency shall be entitled to an appropriate decrease in the contract price. If the Agency has already made final payment to the Contractor, an appropriate amount shall be paid by the Contractor to the Agency.
- I. Agency May Correct Defective Work and Services: If the Contractor fails within a reasonable time after written notice from the Project Director to proceed to correct defective Work and Services or to remove and replace rejected Work and Services as required by the Project Director in accordance with par. 3.09. F. (Correction or Removal of Defective Work and Services), or if the Contractor fails to perform the Work and Services in accordance with the contract documents, or if the Contractor fails to comply with any other provision of the contract documents, the Agency may, after five (5) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the Agency shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Project Director may exclude the Contractor from all or part of the work site locations, take possession of all or part of the Work and Services, and suspend the Contractor's services related to the Work and Services, take possession of the Contractor's tools, appliances, project equipment and machinery at the work site locations, and incorporate in the Work and Services all hardware, software, licenses, supplies, materials, and equipment stored at the work site locations or approved remote storage sites or for which the Agency has paid the Contractor, but which are stored elsewhere. The Contractor shall allow the Project Director and his authorized representatives such access to the site as may be necessary to enable the Project Director to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the Agency in exercising such rights and remedies will be charged against the Contractor, and a Contract Amendment will be issued incorporating the necessary revisions in the contract documents with respect to the Work and

Services; and the Agency shall be entitled to an appropriate decrease in the contract price. Such direct, indirect and consequential costs will include, but not be limited to, fees and charges of electrical engineers, attorneys and other professionals, all court and arbitration costs, and all costs of repair and replacement of work and services of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work and Services. The Contractor shall not be allowed an extension of the contract time because of any delay in performance of the Work and Services attributable to the exercise by the Project Director of the Agency's rights and remedies hereunder.

3.10 PAYMENTS TO CONTRACTOR AND COMPLETION

- A. Schedule of Values: The Schedule of Values established as provided in par. 3.04. G. (Project Schedules) will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to the Agency. Progress payments on account of unit price Work and Services will be based on the number of units completed.
- B. Preliminary Payments: Upon approval of the Schedule of Values, the Contractor may be paid for direct costs substantiated by paid invoices and other prerequisite documents required by the General Terms and Conditions of this ITB. Direct costs shall include, but are not limited to, the cost of insurance, approved hardware, software, licenses, supplies, materials, and equipment stored at the work site locations or at approved remote storage sites, deposits required by a Supplier prior to fabricating hardware, software, supplies, materials, or equipment, and other approved direct mobilization costs substantiated as indicated above. These payments shall be included as a part of the total contract price as stated in the contract.
- C. Application for Progress Payment: The Contractor shall submit to the Project Director for review an application for payment filled out and signed by the Contractor covering the Work and Services completed as of the date of the application for payment and accompanied by such supporting documentation as is required by the contract documents. Progress payments will be made as the Work and Services progresses on a monthly basis, or twice a month when requested by the Contractor, but only when the approved invoice exceeds \$10,000.00.
- D. Review of Applications for Progress Payment: Project Director will either indicate in writing a recommendation of payment or return the Application for Payment to the Contractor indicating in writing the Project Director's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application for payment.
- E. Stored Hardware, software, licenses, supplies, materials, and equipment: If payment is requested on the basis of hardware, software, licenses, supplies, materials, and equipment not incorporated in the Work and Services but delivered and suitably stored at the work site locations or at another location agreed to in writing, the application for payment shall also be accompanied by a bill of sale, paid invoice, or other documentation satisfactory to the Project Director warranting (1) that the Agency has received the hardware, software, licenses, supplies, materials, and equipment free and clear of all charges, security interests, and encumbrances, and (2) that the hardware, software, licenses, supplies, materials, and equipment are covered by appropriate property insurance and other arrangements to protect the Agency's interest therein. No payment will be made for perishable hardware, software, supplies, materials, or equipment that could be rendered useless because of long storage periods.

- F. Contractor's Warranty of Title: The Contractor warrants and guarantees that title to all Work and Services, hardware, software, licenses, supplies, materials, and equipment covered by any application for payment, whether incorporated in the Project or not, will pass to the Agency, no later than the time of payment, free and clear of any claims, liens, security interests and further obligations.
- G. Withholding of Payments: The Agency may withhold or refuse payment for any of the reasons listed below, provided it gives written notice of its intent to withhold and of the basis for withholding:
- i. The Work and Services is defective, Work and Services has been damaged requiring correction or replacement, Work and Services has been installed without approval of drawings or by an unapproved Subcontractor, or hardware, software, licenses, supplies, materials, and equipment have been unsuitably stored.
 - ii. The contract price has been reduced by Contract Amendment.
 - iii. The Agency has been required to correct defective Work and Services or complete Work and Services in accordance with paragraph 3.09. I. (Agency May Correct Defective Work and Services).
 - iv. The Agency's actual knowledge of the occurrence of any of the events enumerated in paragraphs under 3.11. B. (Default of Contract), i. through xi.
 - v. Claims have been made against the Agency or against the funds held by the Agency on account of the Contractor's actions or inaction in performing contract, or there are other items entitling the Agency to a set off.
 - vi. Subsequently discovered evidence or the results of subsequent inspections or tests nullify any previous payments for reasons stated in paragraphs under i. through v. and vii of this par. 3.10. G. (Withholding of Payments).
 - vii. The Contractor has failed to fulfill or is in violation of any of the Contractor's obligations under any provision of the contract.
- H. Retainage: At any time, the Agency finds that satisfactory progress is not being made, it may, in addition to the amounts withheld under par. 3.10. G. (Withholding of Payments), retain a maximum amount equal to ten percent (10%) of the total amount earned on all subsequent progress payments. This retainage may be released at such time as the Project Director finds that satisfactory progress is being made.
- I. Request for Release of Funds: If the Contractor believes the basis for withholding is invalid or no longer exists, immediate written notice of the facts and contract provisions on which the Contractor relies, shall be given to the Agency, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured. Following such submittal by the Contractor, the Agency shall have a reasonable time to investigate and verify the facts and seek additional assurances before determining whether release of withheld payments is justified.
- J. Substantial Completion: When the Contractor considers the Work and Services ready for its intended use the Contractor shall notify the Project Director in writing that the Work and

Services or a portion of Work and Services which has been specifically identified in the contract documents is substantially complete (except for items specifically listed by the Contractor as incomplete) and request that the Agency issue a certificate of substantial completion. Within a reasonable time thereafter, the Project Director, the Contractor, and appropriate Consultant(s) shall make an inspection of the Work and Services to determine the status of completion. If the Project Director does not consider the Work and Services substantially complete, the Project Director will notify the Contractor in writing giving the reasons therefore. If the Project Director considers the Work and Services substantially complete, the Project Director will, within fourteen (14) days of the completion of the inspection, execute and deliver to the Contractor a certificate of substantial completion with a tentative list of items to be completed or corrected. At the time of delivery of the certificate of substantial completion, the Project Director will deliver to the Contractor a written division of responsibilities pending final completion with respect to security, operation, safety, insurance, and warranties which shall be consistent with the terms of the contract documents. The Agency shall be responsible for all Agency costs resulting from the initial inspection and the first re-inspection, and the Contractor shall pay all costs incurred by the Agency resulting from subsequent re-inspections.

- K. Access Following Substantial Completion: The Agency shall have the right to exclude the Contractor from the Work and Services after the date of substantial completion, but the Agency shall allow Contractor reasonable access to complete or correct items on the tentative list.
- L. Final Inspection: Upon written notice from the Contractor that the entire Work and Services or an agreed portion thereof is complete, the Project Director will make a final inspection with the Contractor and appropriate Consultants and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work and Services is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies. The Contractor shall pay for all costs incurred by the Agency resulting from re-inspections.
- M. Final Completion and Application for Payment: After the Contractor has completed all corrections and measures to the satisfaction of the Project Director, provided all training and delivered all maintenance and operating instructions, schedules, guarantees, certificates of payment to all subcontractors and suppliers, certificates of inspection, marked-up record documents and other documents (as required by the contract documents), and after the Project Director has indicated in writing that the Work and Services has met the requirements for final completion, subject to the provisions of paragraph 3.10. Q. (Waiver of Claims by Contractor), the Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by all certificates, warranties, guarantees, releases, affidavits, and other documentation required by the contract documents.
- N. Final Payment: If, on the basis of the Project Director's observation of the Work and Services during the project and final inspection and the Project Director's review of the final application for payment and accompanying documentation, all as required by the contract documents, the Project Director is satisfied that the Work and Services has been completed and the Contractor's other obligations under the contract documents have been fulfilled, the Agency will process final Application for Payment. Otherwise, the Project Director will return the Application for Payment to the Contractor, indicating in writing the reasons for refusing to approve final payment, in which case the Contractor shall make the necessary corrections and resubmit the final application for payment.

If, through no fault of the Contractor, final completion of the Work and Services is significantly delayed, the Project Director shall, upon receipt of the Contractor's final application for payment, and without terminating the contract, make payment of the balance due for that portion of the Work and Services fully completed and accepted. If the remaining balance to be held by the Agency for Work and Services not fully completed or corrected is less than retainage under par. 3.10. H. (Retainage), and the payment of the balance due for that portion of the Work and Services fully completed and accepted shall be submitted by the Contractor to the Agency with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

- O. Final Acceptance: Following certification of the final payment to the Contractor, the Agency will issue a letter of final acceptance, releasing the Contractor from further obligations under the contract, except as provided in paragraph 3.10. P. (Contractor's Continuing Obligation).
- P. Contractor's Continuing Obligation: The Contractor's obligation to perform and complete the Work and Services and pay all laborers, subcontractors, and all hardware, software, supply, and material suppliers in accordance with the contract documents shall be absolute. Neither: (1) the progress or final payment by the Agency, (2) the issuance of a certificate of substantial completion, (3) any use or occupancy of the Work and Services or any part thereof by the Agency or using Agency, (4) any act of acceptance by the Agency nor any failure to do so, (5) any review and approval of a Drawing or sample submission, nor (6) any correction of defective Work and Services by the Agency, will constitute an acceptance of Work and Services not in accordance with the contract documents or a release of the Contractor's obligation to perform the Work in accordance with the contract documents.
- Q. Waiver of Claims by Contractor: The making of final payment will constitute a waiver of all claims by the Contractor against the Agency other than those previously made in writing and still unsettled.
- R. No Waiver of Legal Rights: The Agency shall not be precluded or be stopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and Services and payment therefore, from showing the true amount and character of the Work and Services performed and hardware, software, licenses, supplies, materials, and equipment furnished by the Contractor, nor from showing that any payment, measurement, estimate or certificate is untrue or is incorrectly made, or that the Work and Services or hardware, software, licenses, supplies, materials, and equipment are defective. The Agency shall not be precluded or be stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or the Contractor's Sureties, or both, such damages as it may sustain by reason of the failure to comply with the requirements of the contract documents. Neither the acceptance by the Agency, or any representative of the Agency, nor any payment for or acceptance of the whole or any part of the Work and Services, nor any extension of the contract time, nor any possession taken by the Agency, shall operate as a waiver of any portion of the contract or of any power herein reserved, or of any right to damages. A waiver by the Agency of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

3.11 SUSPENSION OF WORK AND SERVICES, DEFAULT AND TERMINATION

- A. Agency May Suspend Work and Services: The Agency may, at any time, suspend the Work and Services or any portion thereof by notice in writing to the Contractor. If the Work and Services is suspended without cause, the Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, in an amount, or for a length of time, directly attributable to any suspension if the Contractor makes an approved claim therefore as provided in sec. 3.12 (Claims and Disputes). However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the Contractor, or that suspension is necessary for contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor.

In case of suspension of Work and Services, the Contractor shall be responsible for preventing damage to or loss of any of the Work and Services already performed and of all hardware, software, licenses, supplies, materials, and equipment whether stored on or off the work site locations or approved remote storage sites.

- B. Default of Contract: The Project Director may give notice in writing to the Contractor of delay, neglect, or default, if the Contractor:
- i. Fails to begin the Work and Services under the contract within the time specified in the contract documents;
 - ii. Fails to perform the Work and Services in accordance with the contract documents (including, but not limited to, fails to supply sufficiently skilled workers, suitable hardware, software, supplies, materials, or equipment, or fails to adhere to the progress schedule established under 3.04. F. (Anticipated Schedules) as revised from time to time);
 - iii. Performs the Work and Services unsuitably or neglects or refuses to remove hardware, software, licenses, supplies, materials, and equipment or to correct defective Work and Services;
 - iv. Discontinues the prosecution of the Work and Services;
 - v. Fails to resume Work and Services which has been discontinued within a reasonable time after notice to do so;
 - vi. Becomes insolvent, except that, if the Contractor declares bankruptcy, termination shall be in accordance with 11 U.S.C. 362 and/or 11 U.S.C. 365; in the event the Contractor declares bankruptcy, the Contractor will work with the bankruptcy trustee to assume or reject the contract in a timely manner so that the contract will be completed by the date specified in the contract;
 - vii. Allows any final judgment to stand against the Contractor unsatisfied for period of 60 days;
 - viii. Makes an assignment for the benefit of creditors without the consent of the Project Director;
 - ix. Disregards regulatory requirements of any public body having jurisdiction;

- x. Violates in any substantial way any provisions of the contract documents; or
- xi. For any cause whatsoever, fails to carry on the Work and Services in an acceptable manner.

If the Contractor, within the time specified in the above notice of default, does not proceed in accordance therewith, then the Agency may, upon written notification from the Project Director of the fact of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the Work and Services out of the hands of the Contractor. The Agency may terminate the services of the Contractor, exclude the Contractor from the site, and take possession of the Work and Services and of all the Contractor's tools, appliances, equipment and machinery at the site and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion), incorporate in the Work and Services all hardware, software, licenses, supplies, materials, and equipment stored at the work site locations or for which the Agency has paid the Contractor but which are stored elsewhere, and finish the Work and Services as the Agency may deem expedient. The Agency may enter into an agreement for the completion of said contract according to the terms and provisions thereof or use such other methods that in the opinion of the Project Director are required for the completion of said contract in an acceptable manner.

The Project Director may, by written notice to the Contractor or the Contractor's representative transfer the employment of the Work and Services from the Contractor to the Agency, or, if the Contractor abandons the Work and Services undertaken under the contract, the Project Director may at his option, without any written notice to the Contractor, transfer the employment for said Work and Services directly to the Agency or another Contractor.

Upon receipt of the notice terminating the services of the Contractor, the Agency shall enter upon the premises and take possession of all hardware, software, supplies, materials, tools, equipment and appliances thereon for the purpose of completing the Work and Services included under the contract and employ by contract or otherwise any person or persons to finish the Work and Services and provide the hardware, software, licenses, supplies, materials, and equipment therefore, without termination of the continuing full force and effect of the contract.

If the contract is terminated for default, the Contractor shall be liable for damages for delay as provided by paragraph 3.08. H. (Delay Damages), and for the excess cost of completion, and all costs and expenses incurred by the Agency in completing the Work and Services or arranging for completion of the Work and Services, including, but not limited to, costs of assessing the Work and Services to be done, costs associated with advertising, soliciting or negotiating for bids or proposals for completion, and other re-solicitation costs. Following termination, the Contractor is not entitled to receive any further balance of the amount to be paid under the contract until the Work and Services is fully finished and accepted, at which time, if the unpaid balance exceeds the amount due the Agency and any amounts due to persons for whose benefit the Agency has withheld funds, such excess shall be paid by the Agency to the Contractor. If the damages, costs, and expenses due the Agency exceed the unpaid balance, the Contractor shall pay the difference.

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause,

or that termination was wrongful, the rights and obligations of the parties shall be determined in accordance with par. 3.11. D. (Convenience termination).

- C. Rights or Remedies: After the Contractor's services have been terminated by the Agency, the termination will not affect any rights or remedies of the Agency against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the Agency will not release the Contractor from liability.
- D. Convenience Termination: The performance of the Work and Services may be terminated by the Agency in accordance with this section in whole or in part, whenever, for any reason the Project Director shall determine that such termination is in the best interest of the Agency. Any such termination shall be effected by delivery to the Contractor of a "Notice of Termination", specifying termination is for the convenience of the Agency, the extent to which performance of Work and Services is terminated, and the date upon which such termination becomes effective. Immediately upon receipt of a "Notice of Termination", and except as otherwise directed by the Project Director, the Contractor shall:
- i. Stop Work and Services on the date and to the extent specified in the "Notice of Termination";
 - ii. Place no further orders or subcontracts for hardware, software, supplies, materials, equipment, or services except as may be necessary for completion of such portion of the Work and Services that is not terminated;
 - iii. Terminate all orders and subcontracts to the extent that they relate to the performance of Work and Services terminated by the "Notice of Termination";
 - iv. With the written approval of the Project Director, to the extent the Project Director may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the contract;
 - v. Submit to the Project Director a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Project Director;
 - vi. Transfer to the Project Director the completed or partially completed Drawings, information, and other property which, if the contract had been completed, would be required to be furnished to the Agency;
 - vii. Take such action as may be necessary, or as the Project Director may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Agency has or may acquire any interest.

When the Agency orders termination of the Work and Services effective on a certain date, all Work and Services in place as of that date will be paid for in accordance with par. 3.10, (Payments to Contractor and Completion). Hardware, software, licenses, supplies, materials, equipment and all other items required for completion and on hand but not incorporated in the Work and Services will be paid for at invoice cost plus 15 percent (15%), with hardware, software, licenses, supplies, materials, equipment, and all other items becoming the property of the Agency. Hardware, software, licenses, supplies, materials, and equipment on order shall

be cancelled, and the Agency shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges. The Contractor shall be paid 10 percent (10%) of the cost, freight not included, of hardware, software, licenses supplies, materials, and equipment cancelled, and direct expenses only for Contractor chartered freight transport which cannot be cancelled without charges, to the extent that the Contractor can establish them. The extra costs due to cancellation of insurance, and that part of job start-up and phase-out costs not amortized by the amount of Work and Services accomplished, shall be paid by the Agency. Charges for loss of profit or consequential damages are not recoverable except as provided above.

A termination claim shall be submitted promptly, but in no event later than ninety (90) days from the effective date of termination, unless one or more extensions in writing are granted by the Project Director upon request of the Contractor made in writing within the ninety (90) day period. Upon failure of the Contractor to submit a termination claim within the time allowed, the Project Director may determine, on the basis of information available, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

The Contractor and the Project Director may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work and Services pursuant to this par. 3.11 (Suspension of Work and Services, Default and Termination). The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. In the event of the failure of the Contractor and the Project Director to agree in whole or in part, as provided heretofore, as to the amounts with respect to costs to be paid to the Contractor in connection with the termination of the Work and Services, the Project Director shall determine, on the basis of information available to the Project Director, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amount determined as follows:

- i. All costs and expenses reimbursable in accordance with the contract not previously paid to the Contractor for the performance of Work and Services prior to the effective date of the "Notice of Termination";
- ii. So far as not included under "i" of this par. 3.11. D. (Convenience Termination), the cost of settling and paying claims arising out of the termination of the Work and Services under subcontracts or orders which are properly chargeable to the terminated portions of the contract;
- iii. The reasonable costs of settlement with respect to a terminated portion of the contract, to the extent that these costs had not been covered under other payment provisions of the contract.

In arriving at the amount due the Contractor under this par. 3.11. D. (Convenience Termination), there shall be deducted:

- i. All previous payments made to the Contractor for the performance of Work and Services under the contract prior to termination;
- ii. Any claim the Agency may have against the Contractor;

- iii. The agreed price for, or the proceeds of sale of, any hardware software, supplies, materials, or other things acquired by the Contractor or sold pursuant to the provisions of this par. 3.11. D. (Convenience Termination) and not otherwise recovered by or credited to the Agency; and
- iv. All progress payments made to the Contractor under the provisions of this par. 3.11. D. (Convenience Termination).

Where the Work and Services has been terminated by the Agency said termination shall not affect or terminate any of the rights of the Agency against the Contractor then existing or which may thereafter accrue because of default. Any retention or payment of monies by the Agency due to the Contractor under the terms of the contract shall not release the Contractor from liability. Unless otherwise provided for in the contract documents or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under the contract, shall preserve and make available to the Agency at all reasonable times at the office of the Contractor, all its books, records, documents, and other evidence bearing on the cost and expenses of the Contractor under the contract and relating to the Work and Services terminated hereunder.

3.12 CLAIMS AND DISUTES

The Contractor shall notify the Project Director as soon as the Contractor becomes aware of any act or occurrence that may form the basis of a claim for additional compensation, an extension of Contract time, or any dispute regarding the Contract. The Project Director has no obligation to investigate any fact or occurrence that might form the basis of a claim or to provide any additional compensation or extension of Contract time unless the Contractor notifies the Project Director in a timely manner of all facts the Contractor believes form the basis for the claim.

If the claim or dispute is not resolved by agreement within seven (7) days after the date the Project Director is notified by the Contractor, the Contractor shall within the next fourteen (14) days submit an Intent to Claim in writing to the Project Director if the Contractor chooses to pursue the claim.

If the Contractor believes additional compensation or an extension of time is warranted, the Contractor shall immediately begin keeping complete, accurate, and specific daily records concerning every detail of the potential claim, including, but not limited to, actual costs incurred, and shall give the Project Director access to any such records and furnish the Project Director copies, if requested. Equipment costs must be based on the Contractor's internal rates for ownership, depreciation, and operating expenses and not on published rental rates.

If the Contractor has submitted an Intent to Claim and wants to pursue the claim further, the Contractor shall submit a written full claim to the Project Director within ninety (90) days after the date the Contractor became aware of the basis of the claim or should have known of the basis of the claim, whichever is earlier. The Project Director will issue written acknowledgement of the receipt of the full claim.

The Contractor waives any right to a claim if the Project Director was not notified properly or afforded the opportunity to inspect conditions or monitor actual costs, or if an Intent to Claim or a full claim was not filed on the date required.

A. The written full claim must include all of the following:

- 1. The act, event, or condition giving rise to the claim;

2. The Contract provisions that apply to the claim and that provide for the requested relief;
3. The item or items of Contract work affected and how they were affected;
4. The specific relief requested, including, but not limited to, Contract time if applicable, and the basis upon which it was calculated;
5. Revised progress schedules; and
6. A certification signed by the Contractor that the claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the Contractor's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment that the Contractor believes is due.

B. To be considered, the written full claim must show:

1. That the Contractor suffered damages or delay;
2. The damages or delay were caused by the act, event, or condition listed in the claim; and
3. That the Contract entitled the Contractor to relief due to the act, event, or condition specified in the Claim.

The Agency may request the Contractor to provide additional information relating to the full claim at any time before issuing a decision. The Contractor shall provide the Agency with the requested additional information within thirty (30) days of receiving a request. Failure to furnish the additional information may be regarded as a waiver of the claim.

The Project Director will issue a decision within ninety (90) days after receipt of all information relating to the claim. The Project Director's decision is final and conclusive unless the Contractor files a claim under sec. 350 (Contract Controversies) of the Legislative Procurement Procedures.

SECTION FOUR – ITB ATTACHMENTS

4.01 ITB BID SUBMISSION FORM

(Page 1 of 9)

ITB Number: 654

ITB Title and Description: Alaska Legislature Unified Telephone System

BIDDER

Company: _____

Address: _____

City, State, Zip Code: _____

Telephone No.: _____ **Email address:** _____

Tax Identification No.: _____ **Alaska Business License No.:** _____

Alaska Entity No. : _____ **Alaska Bidder ?** Yes ☐ / No ☐

BID FOR THE WORK AND SERVICES OF ITB 654

The Bidder hereby provides the price(s) listed below in accordance with the ITB as the Total Bid for the Work and Services listed in ITB 654. Below represents a basis for the chargeable Work and Services that will be made a part of the resulting Contract. The representations in the groups below are for evaluation purposes and to establish the prices of each service performed by the Contractor throughout the Contract. The prices provided shall include all costs associated with administration, travel, shipping, hardware, software, licensing, supplies, materials, equipment, equipment rentals, repairs, personnel, permits, and all other necessary tools, to complete the services as required in this ITB. Bidders are to enter the total from each page of the Bid Submission Form below and submit all pages of the Bid Submission Form at time of the Bidders bid submission.

Price of Work and Services listed in this ITB:

- | | | | |
|--|----|-------|---|
| 1. Total from page 2 of the Bid Submission Form (Work Sites 1-5):..... | \$ | _____ | + |
| 2. Total from page 3 of the Bid Submission Form (Work Site 6):..... | \$ | _____ | + |
| 3. Total from page 4 of the Bid Submission Form (Work Site 7):..... | \$ | _____ | + |
| 4. Total from page 5 of the Bid Submission Form (Work Site 8):..... | \$ | _____ | + |
| 5. Total from page 6 of the Bid Submission Form (Work Site 9):..... | \$ | _____ | + |
| 6. Total from page 7 of the Bid Submission Form (Work Site 10):..... | \$ | _____ | + |
| 7. Total from page 8 of the Bid Submission Form (Work Site 11):..... | \$ | _____ | + |
| 8. Total from page 9 of the Bid Submission Form (Telephone Services):..... | \$ | _____ | + |

9. Total of Proposed Contract Prices: (1. + 2. + 3. + 4. + 5. + 6. + 7. + 8. = 9.)

(to be used for bid evaluation purposes)

Total of Proposed Contract Prices for ITB 654 \$ _____

By signature on this Proposal Form, Bidders certify 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 government; (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government; (e) all terms and conditions set out in this ITB; (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; (g) that the offers will remain open and valid for at least 90 days from date of submission of offer to Agency; and (h) that programs, services, and activities provided to the general public under the resulting contract will conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government. If an Bidder fails to comply with (a) through (h) of this paragraph, the Agency reserves the right to disregard the proposal.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

4.01 ITB BID SUBMISSION FORM (continued, Work Sites 1-5 page 2 of 9)

The Bidder hereby provides the price(s) listed below in accordance with the ITB as the Bid for the Work and Services listed in ITB 654 for Work Site Locations 1-5 (State Capitol, Thomas Stewart, Print Shop, Legislative Finance, Ombudsman's Office). Below represents a basis for the chargeable hardware, software, licenses, supplies, materials, equipment, Work and Services that will be made a part of the resulting Contract. The representations in the groups below are for evaluation purposes and to establish the prices of each Work and Service that will be performed by the Contractor throughout the Contract. The prices provided shall include all costs associated with administration, travel, shipping, hardware, software, licensing, supplies, materials, equipment, equipment rentals, repairs, personnel, permits, and all other necessary tools, to complete the services as required in this ITB. Bidders are to enter the total from each page of the Bid Submission Form onto page 1 of the Bid Submission Form and submit all pages of the Bid Submission Form at time of the Bidders bid submission.

Alaska State Capitol Fiber Complex Sites and Equipment List- Juneau

Site 1 – State Capitol (120 4th St.)

Site 2 – Thomas Stewart Bldg. (204 4th St.)

Site 3 – Print Shop (150 3rd St., Basement)

Site 4 – Legislative Finance (430 Main St.)

Site 5 – Ombudsman's Office (130 Seward St. 5th Floor)

Product Description	Qty	Unit Price	Extended Price
POWER CORD USA	2		
AVAYA IP OFFICE ISDN CABLE RJ45/RJ45 3M RED	1		
POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA	1		
CAT 5E ETHERNET CABLE 9FT/3M	385		
AVAYA IP OFFICE IP500 EXTENSION CARD PHONE 8	1		
AVAYA IP OFFICE IP500 RACK MOUNTING KIT	1		
AVAYA IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW	1		
AVAYA IP OFFICE 500 VERSION 2 CONTROL UNIT TAA	1		
AVAYA IP OFFICE IP500 TRUNK ANALOG 4U V2	1		
AVAYA IP OFFICE MEDIA CARD VOICE (VCM) CODING MODULE 64 V2	2		
AVAYA J179 IP PHONE GLOBAL NO POWER SUPPLY	385		
AVAYA J100/K100 SERIES WRLS MOD	385		
AVAYA IP OFFICE/IP OFFICE SELECT R11 LINUX INSTALL DVD	1		
AVAYA IP OFFICE/IP OFFICE SELECT R11 USER/ADMIN DVD	1		
ASP 110 DELL R640 SERVER PROFILE 3 WITH IP OFFICE	1		
AVAYA J100 EXPANSION MODULE 24	4		
IPO CO - DEL REM TECH SUPT 24X7 APR NBD - IP500 V2 3YPP	36		
IPO CO - DEL REM TECH SUPT 24X7 APR NBD - HP DL360G7 3YPP	36		
PROFESSIONAL SERVICES TO INSTALL AND PROGRAM THE PHONES	1		
DELL PHYSICAL SERVER(S) WITH HIGH-AVAILABLY FOR CHRONICALL REPORTING (Must meet Avaya specifications for Chronicall Reporting Server)	2		
MONTHLY RECURING COST FOR MAINTENANCE, SUPPORT, LICENSING, AND SOFTWARE UPDATES OF WORK SITES 1-5. (State Capitol, Thomas Stewart, Print Shop, Legislative Finance, Ombudsman's Office)	36		
Total of all hardware, software, licensing, supplies, materials, equipment, Work and Services for Work Sites 1-5 (State Capitol, Thomas Stewart, Print Shop, Legislative Finance, Ombudsman's Office):			

NAME OF BIDDER: _____

4.01 ITB BID SUBMISSION FORM (continued, Work Site 6 page 3 of 9)

The Bidder hereby provides the price(s) listed below in accordance with the ITB as the Bid for the Work and Services listed in ITB 654 for Work Site Location 6 (Terry Miller Building). Below represents a basis for the chargeable hardware, software, licenses, supplies, materials, equipment, Work and Services that will be made a part of the resulting Contract. The representations in the groups below are for evaluation purposes and to establish the prices of each Work and Service that will be performed by the Contractor throughout the Contract. The prices provided shall include all costs associated with administration, travel, shipping, hardware, software, licensing, supplies, materials, equipment, equipment rentals, repairs, personnel, permits, and all other necessary tools, to complete the services as required in this ITB. Bidders are to enter the total from each page of the Bid Submission Form onto page 1 of the Bid Submission Form and submit all pages of the Bid Submission Form at time of the Bidders bid submission.

Site 6 – Terry Miller Building (129 6th St.) - Juneau

Product Description	Qty	Unit Price	Extended Price
IP OFFICE ISDN CABLE RJ45/RJ45 3M RED	2		
POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA	1		
CAT 5E ETHERNET CABLE 9FT/3M	111		
AVAYA IP OFFICE IP500 EXTENSION CARD PHONE 8	3		
AVAYA IP OFFICE IP500 RACK MOUNTING KIT	1		
AVAYA IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW	1		
AVAYA IP OFFICE 500 VERSION 2 CONTROL UNIT TAA	1		
AVAYA IP OFFICE IP500 TRUNK ANALOG 4U V2	1		
AVAYA IP OFFICE MEDIA CARD VOICE (VCM) CODING MODULE 64 V2	1		
AVAYA J179 IP PHONE GLOBAL NO POWER SUPPLY	111		
AVAYA J100/K100 SERIES WRLS MOD	111		
AVAYA IP OFFICE/IP OFFICE SELECT R11 USER/ADMIN DVD	1		
IPO CO - DEL REM TECH SUPT 24X7 APR NBD - IP500 V2 3YPP	36		
AVAYA MISC. MDF MATERIALS AND SUPPLIES (Required cabling, connectors racks, mounting hardware for Avaya equipment at each location's MDF			
PROFESSIONAL SERVICES TO INSTALL AND PROGRAM THE PHONES	1		
MONTHLY RECURRING COST FOR MAINTENANCE,SUPPORT, LICENSING AND SOFTWARE UPDATES OF WORK SITE 6. (Terry Miller Building)	36		
<u>Total of all hardware, software, licensing, supplies, materials, equipment, Work and Services for Work Site Location 6 (Terry Miller Building):</u>			

NAME OF BIDDER: _____

4.01 ITB BID SUBMISSION FORM (continued, Work Site 7 page 4 of 9)

The Bidder hereby provides the price(s) listed below in accordance with the ITB as the Bid for the Work and Services listed in ITB 654 for Work Site Location 7 (Division of Legislative Audit – Juneau Office). Below represents a basis for the chargeable hardware, software, licenses, supplies, materials, equipment, Work and Services that will be made a part of the resulting Contract. The representations in the groups below are for evaluation purposes and to establish the prices of each Work and Service that will be performed by the Contractor throughout the Contract. The prices provided shall include all costs associated with administration, travel, shipping, hardware, software, licensing, supplies, materials, equipment, equipment rentals, repairs, personnel, permits, and all other necessary tools, to complete the services as required in this ITB. Bidders are to enter the total from each page of the Bid Submission Form onto page 1 of the Bid Submission Form and submit all pages of the Bid Submission Form at time of the Bidders bid submission.

Site 7 – Division of Legislative Audit Office (333 Willoughby Ave., 6th Floor) - Juneau			
Product Description	Qty	Unit Price	Extended Price
AVAYA COMMUNICATIONS SOLUTION	1		
AVAYA IP OFFICE CHASSIS + COMPONENTS	1		
IPO-SELECT R10+ AVAYA IP ENDPOINT 1 LIC:CU	26		
AVAYA J179 IP PHONE GLOBAL NO PWR	26		
AVAYA J100 EXPANSION MODULE 24	2		
AVAYA J100/K100 SERIES WRLS MOD	26		
CAT.5 ETHERNET CABLE - 14 FT	26		
AVAYA J100 EXPANSION MODULE 24	3		
AVAYA MISC. MDF MATERIALS AND SUPPLIES (Required cabling, connectors racks, mounting hardware for Avaya equipment at each location's MDF)			
PROFESSIONAL SERVICES TO INSTALL AND PROGRAM THE PHONES	1		
IPO AVAYA CL RPTG CO-DEL 1-1000 USR REM TECH SUPT 24X7 3YPP	36		
MONTHLY RECURRING COST FOR MAINTENANCE, SUPPORT, LICENSING AND SOFTWARE UPDATES OF WORK SITE 7. (Division of Legislative Audit – Juneau Office)	36		
<u>Total of all hardware, software, licensing, supplies, materials, equipment, Work and Services for Work Site Location 7 (Division of Legislative Audit – Juneau Office):</u>			

NAME OF BIDDER: _____

4.01 ITB BID SUBMISSION FORM (continued, Work Site 8 page 5 of 9)

The Bidder hereby provides the price(s) listed below in accordance with the ITB as the Bid for the Work and Services listed in ITB 654 for Work Site Location 8 (Anchorage Legislative Office Building). Below represents a basis for the chargeable hardware, software, licenses, supplies, materials, equipment, Work and Services that will be made a part of the resulting Contract. The representations in the groups below are for evaluation purposes and to establish the prices of each Work and Service that will be performed by the Contractor throughout the Contract. The prices provided shall include all costs associated with administration, travel, shipping, hardware, software, licensing, supplies, materials, equipment, equipment rentals, repairs, personnel, permits, and all other necessary tools, to complete the services as required in this ITB. Bidders are to enter the total from each page of the Bid Submission Form onto page 1 of the Bid Submission Form and submit all pages of the Bid Submission Form at time of the Bidders bid submission.

Site 8 – Anchorage Legislative Office Building (1500 W. Benson Blvd.) - Anchorage			
Product Description	Qty	Unit Price	Extended Price
AVAYA CALL REPORTING 1-1000 USERS LIC:CU	1		
AVAYA IPO-SELECT R10+ VOICEMAIL PRO 2 LIC:DS	3		
AVAYA IPO-SELECT R10+ VOICEMAIL PRO 2 LIC:DS	3		
AVAYA IPO-SELECT R10+ SIP TRUNK 1 LIC:CU	200		
AVAYA IPO-SELECT R10+ AVAYA IP ENDPOINT 1 LIC:CU	689		
AVAYA IP OFFICE-SELECT R11 SERVER EDITION LIC:DS	6		
POWER CORD USA	2		
AVAYA IP OFFICE ISDN CABLE RJ45/RJ45 3M RED	2		
POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA	1		
CAT 5E ETHERNET CABLE 9FT/3M	145		
AVAYA IP OFFICE IP500 EXTENSION CARD PHONE 8	1		
AVAYA IP OFFICE IP500 RACK MOUNTING KIT	1		
AVAYA IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW	1		
AVAYA IP OFFICE 500 VERSION 2 CONTROL UNIT TAA	1		
AVAYA IP OFFICE IP500 TRUNK ANALOG 4U V2	1		
AVAYA IP OFFICE MEDIA CARD VOICE (VCM) CODING MODULE 64 V2	1		
AVAYA J179 IP PHONE GLOBAL NO POWER SUPPLY	145		
AVAYA J100/K100 SERIES WRLS MOD	145		
AVAYA IP OFFICE/IP OFFICE SELECT R11 LINUX INSTALL DVD	1		
AVAYA IP OFFICE/IP OFFICE SELECT R11 USER/ADMIN DVD	1		
ASP 110 DELL R640 SERVER PROFILE 3 WITH IP OFFICE	1		
IPO CO - DEL REM TECH SUPT 24X7 APR NBD - IP500 V2 3YPP	36		
IPO CO - DEL REM TECH SUPT 24X7 APR NBD - HP DL360G7 3YPP	36		
AVAYA MISC. MDF MATERIALS AND SUPPLIES (Required cabling, connectors racks, mounting hardware for Avaya equipment at each location's MDF)			
IPO AVAYA CL RPTG CO-DEL 1-1000 USR REM TECH SUPT 24X7 3YPP	36		
PROFESSIONAL SERVICES TO INSTALL AND PROGRAM THE PHONES	1		
MONTHLY RECURRING COST FOR MAINTENANCE,SUPPORT, LICENSING AND SOFTWARE UPDATES OF WORK SITE 8. (Anchorage Legislative Office Building)	36		
<u>Total of all hardware, software, licensing, supplies, materials, equipment, Work and Services for Work Site Location 8 (Anchorage Legislative Office Building):</u>			

NAME OF BIDDER: _____

4.01 ITB BID SUBMISSION FORM (continued, Work Site 9 page 6 of 9)

The Bidder hereby provides the price(s) listed below in accordance with the ITB as the Bid for the Work and Services listed in ITB 654 for Work Site Location 9 (Office of Victims' Rights). Below represents a basis for the chargeable hardware, software, licenses, supplies, materials, equipment, Work and Services that will be made a part of the resulting Contract. The representations in the groups below are for evaluation purposes and to establish the prices of each Work and Service that will be performed by the Contractor throughout the Contract. The prices provided shall include all costs associated with administration, travel, shipping, hardware, software, licensing, supplies, materials, equipment, equipment rentals, repairs, personnel, permits, and all other necessary tools, to complete the services as required in this ITB. Bidders are to enter the total from each page of the Bid Submission Form onto page 1 of the Bid Submission Form and submit all pages of the Bid Submission Form at time of the Bidders bid submission.

Site 9 – Office of Victims' Rights (1007 W. 3rd Ave., Ste. 205) - Anchorage

Product Description	Qty	Unit Price	Extended Price
AVAYA COMMUNICATIONS SOLUTION	1		
AVAYA IP OFFICE R10+ SIP TRUNK 1 LIC:CU	20		
AVAYA IP OFFICE R10+ AVAYA IP ENDPOINT 1 LIC:CU	10		
AVAYA IPO R10+ ESSNTL ED EVM 2CH LIC	2		
AVAYA IPO R11 ESSNTL ED LIC	1		
AVAYA STANDARD POWER CORD	1		
AVAYA IP OFFICE IP500 WALL MOUNTING KIT	1		
AVAYA IP OFFICE IP500 V.2.0 - MEDIA ONLY	1		
AVAYA IPO MC VCM 32 V2	1		
AVAYA J179 IP PHONE GLOBAL NO PWR	10		
AVAYA J100 EXPANSION MODULE 24	1		
AVAYA J100/K100 SERIES WRLS MOD	10		
AVAYA IP OFFICE/IP OFFICE SELECT R11 USER/ADMIN DVD	1		
CAT.5 ETHERNET CABLE - 14 FT	10		
AVAYA IP OFFICE IP500 VERSION 2A CONTROL UNIT	1		
AVAYA MISC. MDF MATERIALS AND SUPPLIES (Required cabling, connectors racks, mounting hardware for Avaya equipment at each location's MDF)			
IPO C/D RTS 24X7 APR NBD - 500 V2 3YPP	1		
PROFESSIONAL SERVICES TO INSTALL AND PROGRAM THE PHONES	1		
MONTHLY RECURRING COST FOR MAINTENANCE, SUPPORT, LICENSING AND SOFTWARE UPDATES OF WORK SITE 9. (Office of Victims' Rights)	36		
<u>Total of all hardware, software, licensing, supplies, materials, equipment, Work and Services for Work Site Location 9 (Office of Victims' Rights):</u>			

NAME OF BIDDER: _____

4.01 ITB BID SUBMISSION FORM (continued, Work Site 10 page 7 of 9)

The Bidder hereby provides the price(s) listed below in accordance with the ITB as the Bid for the Work and Services listed in ITB 654 for Work Site Location 10 (Division of Legislative Audit – Anchorage Office). Below represents a basis for the chargeable hardware, software, licenses, supplies, materials, equipment, Work and Services that will be made a part of the resulting Contract. The representations in the groups below are for evaluation purposes and to establish the prices of each Work and Service that will be performed by the Contractor throughout the Contract. The prices provided shall include all costs associated with administration, travel, shipping, hardware, software, licensing, supplies, materials, equipment, equipment rentals, repairs, personnel, permits, and all other necessary tools, to complete the services as required in this ITB. Bidders are to enter the total from each page of the Bid Submission Form onto page 1 of the Bid Submission Form and submit all pages of the Bid Submission Form at time of the Bidders bid submission.

Site 10 – Division of Legislative Audit Office (4341 B St., Ste. 400) - Anchorage

Product Description	Qty	Unit Price	Extended Price
AVAYA COMMUNICATIONS SOLUTION	1		
AVAYA IP OFFICE R10+ SIP TRUNK 1 LIC:CU	20		
AVAYA IP OFFICE R10+ AVAYA IP ENDPOINT 1 LIC:CU	14		
AVAYA IPO R10+ ESSNTL ED EVM 2CH LIC	2		
AVAYA IPO R11 ESSNTL ED LIC	1		
AVAYA STANDARD POWER CORD	1		
AVAYA IP OFFICE IP500 WALL MOUNTING KIT	1		
AVAYA IP OFFICE IP500 V.2.0 - MEDIA ONLY	1		
AVAYA IPO MC VCM 32 V2	1		
AVAYA J179 IP PHONE GLOBAL NO PWR	14		
AVAYA J100 EXPANSION MODULE 24	1		
AVAYA J100/K100 SERIES WRLS MOD	14		
AVAYA IP OFFICE/IP OFFICE SELECT R11 USER/ADMIN DVD	1		
CAT.5 ETHERNET CABLE - 14 FT	14		
AVAYA IP OFFICE IP500 VERSION 2A CONTROL UNIT	1		
AVAYA MISC. MDF MATERIALS AND SUPPLIES (Required cabling, connectors racks, mounting hardware for Avaya equipment at each location's MDF)			
IPO C/D RTS 24X7 APR NBD - 500 V2 3YPP	1		
PROFESSIONAL SERVICES TO INSTALL AND PROGRAM THE PHONES	1		
MONTHLY RECURRING COST FOR MAINTENANCE,SUPPORT, LICENSING AND SOFTWARE UPDATES OF WORK SITE 10. (Division of Legislative Audit – Anchorage Office)	36		
Total of all hardware, software, licensing, supplies, materials, equipment, Work and Services for Work Site Location 10 (Division of Legislative Audit – Anchorage Office):			

NAME OF BIDDER: _____

4.01 ITB BID SUBMISSION FORM (continued, Work Site 11, page 8 of 9)

The Bidder hereby provides the price(s) listed below in accordance with the ITB as the Bid for the Work and Services listed in ITB 654 for Work Site Location 11 (Fairbanks Legislative Information Office). Below represents a basis for the chargeable hardware, software, licenses, supplies, materials, equipment, Work and Services that will be made a part of the resulting Contract. The representations in the groups below are for evaluation purposes and to establish the prices of each Work and Service that will be performed by the Contractor throughout the Contract. The prices provided shall include all costs associated with administration, travel, shipping, hardware, software, licensing, supplies, materials, equipment, equipment rentals, repairs, personnel, permits, and all other necessary tools, to complete the services as required in this ITB. Bidders are to enter the total from each page of the Bid Submission Form onto page 1 of the Bid Submission Form and submit all pages of the Bid Submission Form at time of the Bidders bid submission.

Site 11 – Fairbanks Legislative Information Office (1292 Saddler Way, Ste. 308) - Fairbanks

Product Description	Qty	Unit Price	Extended Price
AVAYA IP OFFICE ISDN CABLE RJ45/RJ45 3M RED	1		
POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA	20		
CAT 5E ETHERNET CABLE 9FT/3M	14		
AVAYA IP OFFICE IP500 EXTENSION CARD PHONE 8	2		
AVAYA IP OFFICE IP500 RACK MOUNTING KIT	1		
AVAYA IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW	1		
AVAYA IP OFFICE 500 VERSION 2 CONTROL UNIT TAA	1		
AVAYA IP OFFICE IP500 TRUNK ANALOG 4U V2	1		
AVAYA IP OFFICE MEDIA CARD VOICE (VCM) CODING MODULE 64 V2	1		
AVAYA J179 IP PHONE GLOBAL NO POWER SUPPLY	14		
AVAYA J100/K100 SERIES WRLS MOD	1		
AVAYA IP OFFICE/IP OFFICE SELECT R11 USER/ADMIN DVD	14		
IPO CO - DEL REM TECH SUPT 24X7 APR NBD - IP500 V2 3YPP	1		
AVAYA MISC. MDF MATERIALS AND SUPPLIES (Required cabling, connectors racks, mounting hardware for Avaya equipment at each location's MDF)			
PROFESSIONAL SERVICES TO INSTALL AND PROGRAM THE PHONES	1		
MONTHLY RECURRING COST FOR MAINTENANCE, SUPPORT, LICENSING, AND SOFTWARE UPDATES OF WORK SITE 11. (Fairbanks Legislative Information Office)	36		
<u>Total of all hardware, software, licensing, supplies, materials, equipment, Work and Services for Work Site Location 11 (Fairbanks Legislative Information Office):</u>			

NAME OF BIDDER: _____

4.01 ITB BID SUBMISSION FORM (continued, Re-occurring Monthly Telephone Services, 9 of 9)

The Bidder hereby provides the price(s) listed below in accordance with the ITB as the Bid for the ongoing telephone services listed in ITB 654. Below represents a basis for the chargeable services that will be made a part of the resulting Contract. The representations in the groups below are for evaluation purposes and to establish the prices of each service that will be provided by the Contractor throughout the Contract. The prices provided shall include all costs associated with administration, travel, shipping, hardware, software, licensing, supplies, materials, equipment, equipment rentals, repairs, personnel, permits, reporting, billing, and all other necessary tools, to provide and complete the services as required in this ITB. Bidders are to enter the total from each page of the Bid Submission Form onto page 1 of the Bid Submission Form and submit all pages of the Bid Submission Form at time of the Bidders bid submission.

Anticipated SIP Capacity, Location, Ported Numbers and Long-Distance Table (All Work Site Locations)						
Product Description				Qty	Unit Prices	Extended Prices
Long Distance:						
Long Distance (includes Intrastate and Interstate minutes for Long Distance calls)				20,000		
A. Subtotal for SIP Trunks:						
Sip Trunks (SIP Trunk details by Work Site Location):						
Location	Type	Max Calls	Notes	Monthly Re-occurring Prices	Annual Re-occurring Prices (12 x Monthly Re-occurring Prices)	
120 4th St., Juneau (Capitol)	Managed	300	Primary SIP/Diverse Connection + No Call Limit			
129 6th St., Juneau (Terry Miller)	Managed	300	Secondary SIP/Diverse Connection + No Call Limit			
1500 W. Benson, Anchorage	Managed	100	No Call Limit			
1007 W. 3rd Ave., Ste. 205, Anchorage	Managed	10	No Call Limit			
4341 B St., Anchorage	Managed	14	No Call Limit			
1292 Sadler Way, Fairbanks	Managed	50	No Call Limit			
Total One-Time SIP Installation Price (price to install all SIP Trunks listed above):						
B. Subtotal for SIP Trunks:						
Ported SIP Numbers:						
Type	Notes	Monthly Re-occurring Unit Price	Qty	Monthly Re-occurring Extended Prices	Annual Re-occurring Prices (12 x Monthly Re-occurring Prices)	
Premium	PSTN Ported State Numbers and Associated Local Exchange Carrier (LEC) MRC Charges		729			
C. Subtotal for SIP Trunks:						
Analog Trunk Ports:						
Notes	Monthly Re-occurring Unit Price	Qty	Monthly Re-occurring Extended Prices	Annual Re-occurring Prices (12 x Monthly Re-occurring Prices)		
Trunk ports to support analog lines		20				
D. Subtotal for Analog Trunk Ports:						
Telephone Services Total (page 11):						
E. Total for all Telephone Services listed above (A. + B. + C. + D. = E.):						

NAME OF BIDDER: _____

4.02 BID BOND

**STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY**

BID BOND

(See Instructions on following page)

DATE BOND EXECUTED

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION

- ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP
☐ CORPORATION ☐ LIMITED PARTNERSHIP
☐ LIMITED LIABILITY CO. ☐ JOINT VENTURE
☐ LIMITED LIABILITY PARTNERSHIP
☐ OTHER _____

STATE OF INCORPORATION OR ORGANIZATION

SURETIES (Name and business address)

A.	B.	C.
----	----	----

PENAL SUM OF BOND

DATE OF BID

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the Agency (Legislative Affairs Agency), in the penal sum stated above, for the payment of the penal sum, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE PRECEDING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on Project _____

in accordance with contract documents filed in the office of the Agency's Contracting Officer, and under the Invitation for Bids for the project, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and the Principal is offered the proposed contract for award, and if Principal fails to enter into the contract, then the obligation to the Agency created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

PRINCIPAL

Signature(s)	1.	2.	3.	Seal
	Name(s) & Titles (Typed)	1.	2.	

SURETIES

Surety A	Name		State of Organization	Liability Limit \$
	Signature(s)	1.	2.	Seal
	Titles (Typed)	1.	2.	

BID BOND (continued)

SURETIES (Continued)				
Surety B	Name		State of Organization	Liability Limit \$
	Signature(s)	1.	2.	Seal
	Titles (Typed)	1.	2.	
Surety C	Name		State of Organization	Liability Limit \$
	Signature(s)	1.	2.	Seal
	Titles (Typed)	1.	2.	

INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership, limited partnership, limited liability partnership, or joint venture, the names of all partners or principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting Inc., DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation or a limited liability company, the name of the state in which incorporated or organized shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any person, except an individual, authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a general partner of the partnership, a member of the joint venture, an officer of the corporation, or a member or manager of the limited liability company, involved.
8. The state of organization and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.

4.03 PERFORMANCE BOND

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY

PERFORMANCE BOND

For

Bond No. _____

Project Name and Number:

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska, Legislative Affairs Agency, in the penal sum of _____ Dollars

(\$_____) good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, Legislative Affairs Agency, we bind ourselves, our heirs, successors, executors,
administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, Legislative Affairs Agency, on the _____ of _____, 20____, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the State of Alaska, Legislative Affairs Agency, any sums paid the Principal which exceed the final payment determined to be due upon completion of the project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____, 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

See Instructions on following page

PERFORMANCE BOND (continued)

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Procurement Manager.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures. Please contact the Procurement Manager for a full size version of this form if needed.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

4.04 PAYMENT BOND

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY

PAYMENT BOND

Bond No. _____

For

PROJECT NAME AND NUMBER

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,

firmly bound and held unto the State of Alaska, Legislative Affairs Agency, in the penal sum of _____ Dollars

(\$_____) good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, Legislative Affairs Agency, we bind ourselves, our heirs, successors, executors,
administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, Legislative Affairs Agency, on the _____ of _____, 20____, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____, 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

See Instructions on following page

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Procurement Manager.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures. Please contact the Procurement Manager for a full size version of this form if needed.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

4.05 ALASKA PRODUCT PREFERENCE CLAIM FORM

ALASKA PRODUCT PREFERENCE CLAIM FORM

Product Category (from the current product preference lists published by the Department of Commerce, Community, and Economic Development):

Brand and Trade Name(s):

Alaska Product Preference Product:

I certify that the product offered has been listed by the Department of Commerce and Economic Development as an Alaska Product and is entitled to a CLASS I at 3% [] or CLASS II at 5% [] or CLASS III at 7% [] Alaska Product Preference in accordance with AS 36.30.332.

Bidder Company Name

Authorized Person and Title (Print)

Authorized Signature

Date

4.06 SUBCONTRACTOR LIST

**STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY
SUBCONTRACTOR LIST**
(First tier subcontractors only)

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the fifth working day after receipt of a written notice from the Agency.

Failure to submit this form with all required information by the due date may result in the bidder being declared nonresponsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one subcontractor, indicate the portion or percent of work to be done by each.

Check as applicable:



All work on the below-referenced project will be accomplished without subcontracts greater than 1/2 of 1% of the contract amount.

or



Subcontractor List is as follows:

FIRM NAME, ADDRESS, PHONE No.	AK BUSINESS LICENSE No. & CONTRACTOR'S REGISTRATION No.	SCOPE OF WORK TO BE PERFORMED

CONTINUE SUBCONTRACTOR INFORMATION ON ADDITIONAL SHEETS AS NECESSARY

I hereby certify that the above listed licenses and registrations were valid at the time bids or proposals were received for this project.

(authorized signature)

DATE

CONTRACTOR

PROJECT NAME

PROJECT NUMBER

4.07 BIDDERS CHECKLIST

Bidders may use boxes at left to check off items when completed.

If an Bidder fails to submit the following items in its bid, the Agency may consider the bid non-responsive.

This checklist is intended as a reminder of certain important items and is not intended to be a complete list of what must be included in the bid.



TO INCLUDE:

- ☐ Complete ALL Nine (9) Pages of the **Bid Submission Form** (sec 4.01)
- ☐ Completed **Bid Bond Form** (sec 4.02)
- ☐ **Alaska Product Preference Claim Form** (sec 4.05), if applicable
- ☐ Completed **Subcontractor List Form** (sec 4.06), if applicable
- ☐ A Copy Signed by the Bidder of each **Amendment** issued by the Agency