

# STATE OF ALASKA INVITATION TO BID (ITB)



## STATEWIDE SUPPLEMENTARY WIRELESS DEVICE & SERVICE PLANS

2024-0200-0114

REISSUE OCTOBER 31, 2023

THE STATE IS SEEKING A SUPPLEMENTARY CONTRACTOR TO PERFORM THE OPERATIONS, SERVICES, AND MAINTENANCE OF ALL EXISTING STATE, EXECUTIVE BRANCH WIRELESS DEVICES, SERVICE PLANS, AND HELP DESK SERVICES.

**IMPORTANT NOTICE:** If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that they comply with the following:

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
  - a canceled check for the business license fee;
  - a copy of the business license application with a receipt date stamp from the State's business license office;
  - a receipt from the State's business license office for the license fee;
  - a copy of the bidder's valid business license;
  - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
  - the laws of the State of Alaska;
  - the applicable portion of the Federal Civil Rights Act of 1964;
  - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
  - the bid will remain open and valid for at least 90 days;
  - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

Jennifer Krick Procurement Officer Phone: (907) -465-5680 Email: <a href="mailto:jennifer.krick@alaska.gov">jennifer.krick@alaska.gov</a>	_____	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [ ] YES [ ] NO
	COMPANY SUBMITTING BID	
	_____	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES [ ] NO
	AUTHORIZED SIGNATURE	
	_____	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
	PRINTED NAME	
	_____	
	DATE	TELEPHONE NUMBER
_____	_____	
FEDERAL TAX ID NUMBER	E-MAIL ADDRESS	

# TABLE OF CONTENTS

<b>SECTION 1. INTRODUCTION &amp; INSTRUCTIONS.....</b>	<b>4</b>
SEC. 1.01 PURPOSE OF THE ITB .....	4
SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS.....	4
SEC. 1.03 PRIOR EXPERIENCE .....	4
SEC. 1.04 INVITATION TO BID (ITB) REVIEW .....	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS .....	5
SEC. 1.06 SUBMITTING BIDS .....	5
SEC. 1.07 BID FORMS .....	5
SEC. 1.08 PRICES .....	6
SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY.....	6
SEC. 1.10 AMENDMENTS TO BIDS.....	6
SEC. 1.11 AMENDMENTS TO THE ITB.....	6
SEC. 1.12 ITB SCHEDULE .....	6
SEC. 1.13 SUPPORTING INFORMATION .....	7
SEC. 1.14 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER .....	7
<b>SECTION 2. CONTRACT INFORMATION.....</b>	<b>8</b>
SEC. 2.01 CONTRACT TERM .....	8
SEC. 2.02 CONTRACT ADMINISTRATION .....	8
SEC. 2.03 CONTRACT FUNDING .....	8
SEC. 2.04 CONTRACT EXTENSION.....	8
SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS.....	8
SEC. 2.06 SUBCONTRACTORS.....	8
SEC. 2.07 JOINT VENTURES.....	8
SEC. 2.08 CONTRACT PERFORMANCE LOCATION.....	8
SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS.....	9
SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS.....	9
SEC. 2.11 MAIN COMPONENTS & DELIVERABLES.....	9
<b>GENERAL REQUIREMENTS.....</b>	<b>10</b>
<b>PERFORMANCE: THE CONTRACTOR MUST MEET ON-GOING FUNCTIONAL AND PERFORMANCE REQUIREMENTS. ....</b>	<b>11</b>
SEC. 2.12 COMMON REQUIREMENTS FOR DEVICES AND SERVICE PLANS .....	11
SEC. 2.13 COMMON REQUIREMENTS FOR BILLING & REPORTING SERVICES .....	14
SEC. 2.14 COMMON REQUIREMENTS FOR END USER SUPPORT AND SERVICE DESK.....	15
SEC. 2.15 F.O.B. POINT.....	17
SEC. 2.16 SHIPPING DAMAGE.....	18
SEC. 2.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....	18
SEC. 2.18 CONTINUING OBLIGATION OF CONTRACTOR.....	18
SEC. 2.19 ESTIMATED QUANTITIES .....	18
SEC. 2.20 INFORMAL DEBRIEFING .....	18
SEC. 2.21 INDEMNIFICATION .....	18
SEC. 2.22 INSURANCE.....	19
SEC. 2.23 MANDATORY REPORTING .....	19
SEC. 2.24 BILLING INSTRUCTIONS .....	20
SEC. 2.25 PAYMENT FOR STATE PURCHASES .....	21
SEC. 2.26 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED.....	21
<b>SECTION 3. EVALUATION AND CONTRACTOR SELECTION.....</b>	<b>22</b>
SEC. 3.01 EVALUATION OF BIDS.....	22
SEC. 3.02 APPLICATION OF PREFERENCES.....	22
SEC. 3.03 ALASKA BIDDER PREFERENCE.....	22
SEC. 3.04 ALASKA VETERAN PREFERENCE .....	23

SEC. 3.05	USE OF LOCAL FOREST PRODUCTS .....	23
SEC. 3.06	LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE .....	23
SEC. 3.07	ALASKA PRODUCT PREFERENCE.....	23
SEC. 3.08	EMPLOYMENT PROGRAM PREFERENCE .....	24
SEC. 3.09	ALASKANS WITH DISABILITIES PREFERENCE .....	24
SEC. 3.10	PREFERENCE QUALIFICATION LETTER .....	25
SEC. 3.11	EXTENSION OF PRICES.....	25
SEC. 3.12	METHOD OF AWARD .....	25
SEC. 3.13	NOTICE OF INTENT TO AWARD.....	25
<b>SECTION 4.</b>	<b>GENERAL PROCESS AND LEGAL INFORMATION.....</b>	<b>26</b>
SEC. 4.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	26
SEC. 4.02	AUTHORITY.....	26
SEC. 4.03	COMPLIANCE .....	26
SEC. 4.04	SUITABLE MATERIALS, ETC. ....	26
SEC. 4.05	SPECIFICATIONS.....	27
SEC. 4.06	CONTRACTOR SITE INSPECTION.....	27
SEC. 4.07	ORDER DOCUMENTS.....	27
SEC. 4.08	HUMAN TRAFFICKING .....	27
SEC. 4.09	RIGHT OF REJECTION .....	27
SEC. 4.10	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	28
SEC. 4.11	DISCLOSURE OF BID CONTENTS.....	28
SEC. 4.12	ASSIGNMENTS.....	28
SEC. 4.13	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM) .....	28
SEC. 4.14	DEFAULT .....	29
SEC. 4.15	DISPUTES .....	29
SEC. 4.16	SEVERABILITY .....	29
SEC. 4.17	CONTRACT CANCELLATION.....	29
SEC. 4.18	GOVERNING LAW; FORUM SELECTION .....	29
SEC. 4.19	SOLICITATION ADVERTISING .....	29
SEC. 4.20	QUALIFIED BIDDERS.....	29
SEC. 4.21	FEDERALLY IMPOSED TARIFFS .....	29
SEC. 4.22	PROTEST .....	30
<b>SECTION 5.</b>	<b>ATTACHMENTS.....</b>	<b>32</b>
SEC. 5.01	ATTACHMENTS.....	32

# SECTION 1. INTRODUCTION & INSTRUCTIONS

## SEC. 1.01 PURPOSE OF THE ITB

The Department of Administration, Division of Office of Procurement and Property Management, is soliciting bids for

- A supplemental provider for the State's wireless services devices;
- Unlimited Data;
- EAS Compliant Devices that operate with Active Sync;
- Latest Technology Coverage through 2G/3G/4G/5G/LTE for State wireless device users;
- Coverage for wireless voice and Data services where available;
- Provide administrative efficiency through effective billing.

The State is seeking a supplemental contractor to perform the operations, services, and maintenance of existing State, Executive Branch wireless devices, service plans, and help desk services. The State will only consider bids from financially responsible firms presently engaged in the business of wireless/telecommunications services. Each Offeror must furnish the required format as outlined in this ITB in order to be considered responsive.

The State expects to award a single contract based on the Offeror selected whose bid is responsive, responsible, and is the most advantageous to the State, as determined by the State in its sole discretion, for the following:

- 1) Smart Phones
- 2) Cellular/Feature Phones
- 3) Unlimited Data

## SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **3:00PM** Alaska Time on **November 15, 2023**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

## SEC. 1.03 PRIOR EXPERIENCE

In order for a bid to be considered responsive the bidder must meet these minimum prior experience requirements:

- Offerors must have ten (10) years' experience in providing cellular service statewide in Alaska.
- Offerors must have ten (10) years' experience in providing account and device management services.

A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

## SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

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

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

Questions requiring written response must be received in writing no later than **October 11, 2023**, at **10:00 a.m.**, in the form of an email to [jennifer.krick@alaska.gov](mailto:jennifer.krick@alaska.gov). These questions will be answered in a written amendment that will be posted on the Online Public Notices

## SEC. 1.06 SUBMITTING BIDS

Bidders **must submit** their bid via email.

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

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

It is the bidder's responsibility to contact the issuing agency at **907-465-5680** to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.07 BID FORMS

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

### BIDDER'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

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

SEC. 1.08 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

SEC. 1.11 AMENDMENTS TO THE ITB

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

SEC. 1.12 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released		October 3, 2023
Deadline for questions	10:00 AM AKST	October 11, 2023
<b>Deadline for Receipt of Bids / Bid Due Date</b>	<b>3:00PM AKST</b>	<b>November 15, 2023</b>
Bid Evaluations Complete		November 16, 2023
Notice of Intent to Award		November 17, 2023
Contract Issued		November 20, 2023,

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

### **SEC. 1.13 SUPPORTING INFORMATION**

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

### **SEC. 1.14 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER**

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

## SECTION 2. CONTRACT INFORMATION

### SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, through **June 30, 2026**, with the option to renew for three additional, one-year renewals under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

### SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of **Administration**, Division of **the Office of Procurement and Property Management**.

### SEC. 2.03 CONTRACT FUNDING

Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

### SEC. 2.04 CONTRACT EXTENSION

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

### SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

### SEC. 2.06 SUBCONTRACTORS

Subcontractors are not allowed.

### SEC. 2.07 JOINT VENTURES

Joint ventures are not allowed.

### SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed is at various State locations throughout Alaska.

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.



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

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

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

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

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

The State of Alaska seeks to contract with a vendor who will provide a supplemental wireless service and equipment that does not fall within the service ability of our primary wireless provider. The total of supplemental wireless phones is estimated to be 1500. The state does not guarantee a minimum usage for this solicitation.

The State desires the Potential Offeror provide ample coverage in the State of Alaska utilizing the most advanced technology currently available; 2G/3G/4G/5G/LTE. The highest areas of usage in the State are Anchorage, Juneau, Fairbanks, and in rural areas statewide. Wireless devices owned by State employees receiving a monthly allowance (stipend), satellite phones, or other (i.e. bag phones and pagers) are not included in the scope of this ITB.

The State will retain the right to select devices and service plans for its employees and to migrate between devices and plans as it deems necessary, without limit. The Contractor will be required to take over all functions necessary to provide a statewide supplementary wireless telecommunication service resulting from this ITB. This includes operation, maintenance, and integration/migration, and a contact/support center with a toll-free#.

## **SEC. 2.11 MAIN COMPONENTS & DELIVERABLES**

The Contractor will be required to provide and perform all of the components and service requirements that the State has identified. Unless otherwise noted, all components below are mandatory.

#	Service Component	General Description
1	<b>Smartphones</b>	Wireless cellular devices that have the ability to place voice calls (local, long distance) and connect to the Internet and other computer networks via a carriers cellular/data telecommunications network. Devices should include features such as wifi, cellular data, Bluetooth, ability to connect to email via Microsoft Exchange ActiveSync (EAS), the ability to share data with another device via Bluetooth

		(tethering) or become a wireless hotspot and have access to an app store to install software applications and updates to comply with current or future security initiatives by the SOA. The devices should or utilize the latest OS for the device, hardware (i.e. iPhone 13 vs iPhone 12; devices are receiving/capable of receiving the latest OS. I.e. supported by the manufacturer), and cellular/data technology. Devices should be supported by the manufacturer this means that the devices should be able to receive current OS and security updates.
2	<b>Feature Phones</b>	Wireless devices that have the ability to place voice calls (local, long distance) via cellular technology on a carrier's telecommunication network. Devices should include Bluetooth radio communication for headsets or other accessories.
3	<b>Unlimited Data</b>	Mobile-to-Mobile, Nights and Weekends, Multi-media Messaging. Devices such as tablets, mobile hotspots.
	<b>a.</b>	<b>Free Long Distance:</b> Within Alaska and to all other 49 states.
	<b>b.</b>	<b>Free Tethering/Hotspot:</b> Device and service plan that allows for sharing the data connection with another device via usb cable, Bluetooth, or via Wi-Fi. (i.e. device becomes a hotspot)
4	<b>End-User Support Services</b>	Point of Sale setup, assistance, and data migration; Help Desk; ALASKANOW order input; System Administration; System Requests; Other Support Services.

## GENERAL REQUIREMENTS

The State requires the Contractor to provide technology management functions, including quality assurance, and vendor/contract management. All support services performed under this section as they relate to the requirements of the ITB and resulting contract must be accounted for and included in your pricing in the Cost Proposal. The State will retain authority over specific processes and telecommunications functions, but the general requirements of the contract are as follows:

**Contract Management:** The State will be responsible for managing the contract and relationship with the Contractor. The Contractor will be responsible for managing all contracts and relationships with subcontractors.

**Favorable Pricing:** The Contractor must provide Preferred/Most favorable pricing to the State for equipment and service plans. The intent of this section is that the Contractor will offer the State an equivalent or lesser cost than what is offered to private, public, or State agencies through promotional, solicitations.

**Fees and Penalties (Applicable):** The State reserves the right to initiate service, upgrade, and downgrade, hibernate, or cancel services as it deems necessary without any activation or de-activation. Other than the costs identified in the Cost Proposal.

**Online Resources:** The Contractor must maintain an on-line list of all wireless equipment, services, and prices available under the contract resulting from this ITB.

**Performance:** The Contractor must meet on-going functional and performance requirements.

**Service Areas:** The State will utilize any wireless devices and service plan, at its sole discretion, once the new service is found to be mature, robust, and reliable as determined by the State.

**Service Plan Coverage:** The Contractor's service plans under the resulting contract must provide and include the following at NO ADDITIONAL COST: caller ID; voicemail (minimum capacity of 10 voice mails); long distance within Alaska and to all other 49 States; roaming charges within Alaska and to all other 49 States; activation; de-activation.

**Technology Advancements:** The Contractor will be required to keep the State's account (device, service plans, and applications) current with industry advances. In particular, the State requires that all hardware and software releases will be kept at levels supportable by their respective manufacturers and that equipment will be replaced or upgraded as required, at the state's expense with the 16% discount, to meet manufacturer's requirements for continued support.

## SEC. 2.12 COMMON REQUIREMENTS FOR DEVICES AND SERVICE PLANS

The State has defined the following common requirements for all device and service components under the resulting contract. The Contractor is required to meet, implement, and provide the following functions:

**Devices – Feature/Cell Phones:** Devices should include Bluetooth radio communication for headsets or other accessories. As technologies and the State's needs evolve, the State will review these standards and make changes to the contract as necessary.

**Devices – Smart Phones:** Devices should include features such as Wi-Fi, cellular data, Bluetooth, ability to connect to email via Microsoft Exchange ActiveSync (EAS), the ability to share data with another device via Bluetooth (tethering) or become a wireless hotspots and have access to an app store to install software applications and updates to comply with current or future security initiatives by the State. The devices should or utilize the latest OS for the device, hardware, and cellular/data technology. As technologies and the State's needs evolve, the State will review these standards and make changes as necessary.

**Equipment:** Unless otherwise specified, the Contractor must provide all materials, accessories, supplies, or equipment NEW, unused, and of the latest edition/version/or model of recent manufacture. Accessories include but are not limited to battery, wall and vehicle chargers, cords, and/or belt clips. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition, or version generally offered.

The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used, or reconditioned equipment. It is the Contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement.

The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment.

**Equipment Ordering and Service Activation/Cancelation:** The Contractor must provide an electronic acknowledgement in ALASKANOW within Three business day after receipt of an order, account change, repair/warranty replacement request or cancellation. The acknowledgement must include the following:

- 1) Equipment and/or service plan purchased;
- 2) Subscriber's name;
- 3) Bill to address;
- 4) Ship to address;
- 5) Ordering department;
- 6) Account information, including phone number; and

7) Any additional information required by the State

The Contractor will have seven business days to deliver equipment and must notify the State customer within seven business day after order acknowledgment if delivery of any item will be delayed for more than seven business days. The State will have the option of substituting an equivalent product or canceling the item(s) from the order. Under no circumstance is the Contractor permitted to make substitutions without the State's written approval.

The Contractor must provide confirmation of order shipment. The shipment confirmation must contain the following information:

- 1) Phone number for new lines;
- 2) Account number;
- 3) Subscriber name;
- 4) Electronic serial number (ESN), if applicable;
- 5) Date shipped; and,
- 6) Tracking number

The Contractor will provide expedited delivery needed for disaster/emergency situations. In these cases, the Contractor may provide expedited delivery via FedEx, UPS, or other express courier service, and/or may make equipment readily available at their service centers.

Equipment must be shipped, registered, and ready for use, unless otherwise specified by the State. The Contractor will assume responsibility and liability for loss or damage for all orders until final inspection and acceptance, when the ordering organization shall assume responsibility, except the responsibility for latent defects, fraud, and the Contractor's warranty obligations.

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

- 1) if a conflict arises between the supplemental warranty and the warranty in this ITB, the warranty in the ITB will prevail, and
- 2) if the State's rights are diminished as a result of application of the supplemental warranty, the supplemental warranty will be considered null and void and the ITB warranty will prevail.

By signature on their proposal, the Offeror acknowledges this requirement and indicates unconditional acceptance of this warranty clause.

**Equipment Warranty – Advanced Replacement:** Advance replacement of defective wireless devices under warranty must be made available to the customer with the understanding that the customer must return the old wireless device to the Offeror's nearest service center within 14 business days of receipt of the replacement device.

**Refresh/Hardware Refresh Schedule:** The Contractor must provide new equipment upon request, or to port over current services applicable subscribers at the time of transition and provide a 16% or greater discounted hardware. Phones that become lost, stolen, or damaged will be replaced at the State's expense at the existing 16% or greater discount.

**Setup & Migrate of User Data to New Devices:** The Contractor, at point of sale and issuance of new devices, will provide free setup and customer support assistance of new devices, user training, answer questions, to assist customer with migrating data from all existing devices.

**Unlimited Data Usage:** The State's intent is that every Smart and Feature phones be given unlimited data; cell phone and/or push-to-talk devices (non-feature phones) will not need unlimited data. Non-feature phones will be delivered with SMS activated. It is not anticipated that the State's texting volume will be significant.

## **SEC. 2.13 COMMON REQUIREMENTS FOR BILLING & REPORTING SERVICES**

The State has defined the following common requirements for all billing and reporting service components under the resulting contract. The Contractor is required to meet, implement, and provide the following functions:

**Coverage Area Maps:** Offerors must make available both an in-state and out-of-state coverage map that clearly identifies their coverage areas for Data, Voice, Text, and Roaming. Online access to these area maps must be available to all State employees.

**Coordinate, Reconcile, and Provide Detailed Billing:** On a monthly basis, the Contractor must coordinate and reconcile all wireless telecommunications information.

**Provide Account & Device Management Services:** Monitor and record all data, such as call rating tables, long distance call, and usage detail necessary to generate cost allocation reports.

Provide reporting on devices on a quarterly basis, broken on by department. The report needs to include assigned phone number, a name on who the device is assigned to, device model, minutes used, data used (if applicable). Ad hoc reports may be requested containing various data elements may be requested by the State throughout the term of the contract and shall be provided by the Contractor within a reasonable time frame.

For example, itemized call detail records must include length of each call by phone number and charge. All billing shall include a, customer account, phone or other reference numbers that trigger billing for service delivery.

**Quarterly Reporting Requirements:** The Contractor shall establish and maintain an automated account for OIT necessary to provide usage reports at the request of the State. Other ad hoc reports containing various data elements may be requested by the State throughout the term of the contract and shall be provided by the Contractor within a reasonable time frame.

At a minimum, the Contractor must submit a quarterly consolidated report which shall contain air time usage for the previous three month period to enable verification of usage, including

- 1) Call date;
- 2) Call number;
- 3) Call length;
- 4) Call time;
- 5) Service plan cost; and
- 6) All other related fees, as allowed

Reporting shall be provided in electronic format via e-mail.

## **SEC. 2.14 COMMON REQUIREMENTS FOR END USER SUPPORT AND SERVICE DESK**

The State has defined the following common requirements for end user support and service desk components under the resulting contract. The Contractor is required to meet, implement, and provide the following functions:

**Contract Management:** The Contractor must assign a Contract Manager to manage the State's accounts, who will be responsible for meeting with the State every quarter. Meetings may involve, but not be limited to, the following:

- 1) Contractor performance;
- 2) Problem resolution;

- 3) Quarterly reports broken down by department.
- 4) Improvement opportunities (i.e., cost savings opportunities, use of enhanced service features, etc.); and,
- 5) Pricing/rates relative to prevailing full market pricing/promotions/solicitations.

**Customer Support:** The Contractor must provide a toll-free Customer Support number that allows wireless devices and/or landline callers to directly connect to a live customer care center 24x7x365.

REAL TIME monitoring is not required.

**Help Desk Staff:** Help Desk staff must be able to troubleshoot some problems on the initial call and be qualified, experienced, trained and/or certified in voice, data, and other technology-related systems and products to support the end user and the issue addressed.

**Hibernation:** Hibernation, or the ability to “turn off” a wireless device for periods of time during the contract term, is required without incurring any charges for that time frame, for that device, while retaining the phone number (e.g. Seasonal employees who work only in the summer months will hibernate their phones during the winter and re-activate them again for the following summer). The allowable timeframe for hibernation for any device should not exceed nine months in a 12 month period.

**Provide Competitive and Economically Favorable Services:** Provide the most competitive and economically favorable wireless telephony and end user support services on a continuous basis through the life of the Offeror’s contract. If the rates for any telecommunications service offering are less expensive than the contract rate, the Contractor will automatically reduce the charge to the State of Alaska to the prevailing rate(s). No service may be reduced throughout the term(s) of this contract (e.g. reducing number of devices able to connect, prohibiting abilities for device(s) to function as intended or enabled by the manufacturer).

**Provide Toll-Free Telephone Services:** Provide inbound toll free (800) telephone access for help desk services for state customers.

**Serve as Single Point of Contact:** Provide end users with a single point of contact for all questions, requests, and issues associated with services provided by the Contractor and OIT.

The single point of contact toll-free phone number. There shall be no secondary, mandatory numbers by city or region. Coordinate troubleshooting services with OIT, subcontractors and partners to resolve user problems. Provide Alaska Now and, as appropriate, email or phone calling tree notification to alert



appropriate State, contractor and partner staff at direction of and as identified by OIT Help Center and operations staff.

**Service Centers:** The Contractor must have at least one walk-in service center located in Anchorage, Fairbanks, and Juneau. Each Service Center must have service representatives that are familiar with the services and requirements of the resulting contract. The State anticipates that the majority of transactions will occur through the Alaska Now system process as explained in **Equipment Ordering and Service Activation/Cancelation**.

**Service Desk:** The Contractor will be granted access to the Alaska Now system to administer equipment and service plans under the resulting contract.

**Support Existing Operations:** The Contractor will be required to: (i) assume full management responsibility and provide all services and support to the State; (ii) ensure the proper and orderly functioning of all State equipment as designated by the respective equipment manufacturers; and (iii) meet existing service levels in support of the State's requirements.

## **TERMS OF RELATIONSHIP AND DISENTANGLEMENT**

The term of any contract resulting from this ITB is subject to budget appropriations.

The Contractor shall provide full, complete, and timely cooperation in disentangling the relationship in the event that the contract expires or terminates. In format(s) the State can use; in accordance with methods and procedures to be agreed upon and established in any contract resulting from this ITB.

In the event of the expiration or termination of the relationship between the State and your organization, your organization will be required to:

- (a) Cooperate with the State or the new service provider and otherwise take all reasonable steps to assist the State in effecting a smooth disentanglement upon the expiration or termination of the contract.
- (b) Not to interrupt the provision of services to the State or any obligations related to disentanglement, disable any hardware used to provide services, or perform any other action that prevents, slows down, or reduces in any way the provision of services or the State's ability to conduct its activities, unless the State agrees that a satisfactory disentanglement has occurred.

The F.O.B. point for all items purchased under this contract is the final destination anywhere within the State of Alaska. Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the state.

#### **SEC. 2.16 SHIPPING DAMAGE**

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

#### **SEC. 2.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

#### **SEC. 2.18 CONTINUING OBLIGATION OF CONTRACTOR**

Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

#### **SEC. 2.19 ESTIMATED QUANTITIES**

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

#### **SEC. 2.20 INFORMAL DEBRIEFING**

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

#### **SEC. 2.21 INDEMNIFICATION**

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and

the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

## **SEC. 2.22 INSURANCE**

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

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

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

- Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.
- Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

## **SEC. 2.23 MANDATORY REPORTING**

The contractor must submit quarterly reports to [doa.oppm.vendorreport@alaska.gov](mailto:doa.oppm.vendorreport@alaska.gov) and “Cc” the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter: July 1 through September 30

Second Quarter: October 1 through December 31

Third Quarter: January 1 through March 31

Fourth Quarter: April 1 through June 30

### **ADMINISTRATIVE FEE:**

Effective upon final signature, the Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated amount equal to **1.5%** of the net sales for the quarterly period.

a) Contractor must include the Contract Number on the check. Those checks submitted to the State without the Contract Number will be returned to Contractor for additional identifying information.

b) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section

State of Alaska

Department of Administration

Office of Procurement and Property Management

PO Box 110214

Juneau, AK 99811-0214

c) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.

d) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

e) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

f) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this ITB.

## **SEC. 2.24 BILLING INSTRUCTIONS**

Itemized invoices must be sent to the ordering agency's address shown on the individual ordering document. Questions concerning payment must be addressed to the ordering agency. All invoices produced by the contractor must contain the following information at a minimum:

- 1) Contractor name, address, and telephone number;
- 2) Invoice Period;
- 3) Contract Number;
- 4) Vendor's Remittance Address;
- 5) Parent Account Number, if applicable;
- 6) Department master list;
- 7) Account Number;
- 8) Cost Center - if requested by participating entity;
- 9) Agency Billing Code - if requested by participating entity;
- 10) Service plan Name;
- 11) Adjustments;
- 12) Total Service Charges;
- 13) Federal and State Taxes (if applicable); and
- 14) Total of Charges

INVOICE DISCREPANCIES: Invoice verification will be routinely performed on contract pricing to assure contract compliance. Overcharges shall be credited to individual agency accounts by the Contractor within 30 days of notification. In the case of frequent discrepancies, or at the reasonable request of the state, the Contractor will be required to perform an item-by-item audit to correct all pricing errors. Repeated cases of invoice errors may cause the contract to be terminated.

**Credits:** Credits made to invoices must include the following information:

- 1) Date of issue;
- 2) Department name;
- 3) Subscriber/account number;
- 4) Invoice number and date;
- 5) Reason for the credit – overcharge, retro reconciliation, equipment trade in, etc.; and
- 6) Amount of credit issued.

Credits issued must appear on the following monthly invoice as a separate line item.

If State-established cost centers such as collocation (cc), ledger (lc) or hierarchy codes are used, the total of each cost center must be shown. The bottom of each invoice shall have a total for all orders, a total for all credits, and the net amount due.

For equipment: product cost details – A detailed breakdown of product cost by line item: product published cost, product discount, product cost to State, Service Order number, and any other additional information as required by the State.

## **SEC. 2.25 PAYMENT FOR STATE PURCHASES**

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

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

## **SEC. 2.26 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED**

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

## SECTION 3. EVALUATION AND CONTRACTOR SELECTION

### SEC. 3.01 EVALUATION OF BIDS

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

### SEC. 3.02 APPLICATION OF PREFERENCES

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

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

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

### SEC. 3.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### **Alaska Bidder Preference Certification Form**

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

### **SEC. 3.04 ALASKA VETERAN PREFERENCE**

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

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

#### **Alaska Veteran Preference Certification**

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

### **SEC. 3.05 USE OF LOCAL FOREST PRODUCTS**

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

### **SEC. 3.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE**

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

### **SEC. 3.07 ALASKA PRODUCT PREFERENCE**

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product

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

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

#### **Brand Offered**

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

#### **Brand of Product Changes**

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

### **SEC. 3.08 EMPLOYMENT PROGRAM PREFERENCE**

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

### **SEC. 3.09 ALASKANS WITH DISABILITIES PREFERENCE**

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



In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

### **SEC. 3.10 PREFERENCE QUALIFICATION LETTER**

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

### **SEC. 3.11 EXTENSION OF PRICES**

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

### **SEC. 3.12 METHOD OF AWARD**

Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

### **SEC. 3.13 NOTICE OF INTENT TO AWARD**

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

## SECTION 4. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 4.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

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

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

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

### SEC. 4.02 AUTHORITY

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

### SEC. 4.03 COMPLIANCE

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

### SEC. 4.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

## **SEC. 4.05 SPECIFICATIONS**

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

## **SEC. 4.06 CONTRACTOR SITE INSPECTION**

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

## **SEC. 4.07 ORDER DOCUMENTS**

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The state is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the state under this ITB. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

## **SEC. 4.08 HUMAN TRAFFICKING**

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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

## **SEC. 4.09 RIGHT OF REJECTION**

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the ITB;
- are trivial, negligible, or immaterial in nature;

- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

## SEC. 4.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 4.11 DISCLOSURE OF BID CONTENTS

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

## SEC. 4.12 ASSIGNMENTS

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

## SEC. 4.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

#### **SEC. 4.14     DEFAULT**

In case of default by the contractor, for any reason whatsoever, the state may procurement the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

#### **SEC. 4.15     DISPUTES**

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

#### **SEC. 4.16     SEVERABILITY**

If any provision of the contract or agreement is found to be invalid or declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

#### **SEC. 4.17     CONTRACT CANCELLATION**

The state reserves the right to cancel the contract at its convenience upon **90** calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

#### **SEC. 4.18     GOVERNING LAW; FORUM SELECTION**

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

#### **SEC. 4.19     SOLICITATION ADVERTISING**

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

#### **SEC. 4.20     QUALIFIED BIDDERS**

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

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

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

#### **SEC. 4.21     FEDERALLY IMPOSED TARIFFS**

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SEC. 4.22 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

## SECTION 5. ATTACHMENTS

### SEC. 5.01 ATTACHMENTS

**Attachments:**

- 1) Attachment#1 Bidder Submission Checklist (Mandatory Return along with signed cover of the ITB.)
- 2) Bid Schedule (Mandatory Return along with signed cover of the ITB.)
- 3) Sample Usage Report Spreadsheet (Separate Attachment, Informational only)